

## TERMS AND CONDITIONS OF USE

The following terms and conditions ("Terms of Use") govern the use of the website (the "Site"), and mobile software applications (the "Mobile Software"), and any related services (together with the Site and Mobile Software, the "Service") made available by the Coeo Space, Inc. ("us, "we," or "coeospace"). By accessing, using or participating in the Service, you ("you" or the "User") agree to be bound by these Terms of Use. We may modify, add, or delete portions of these Terms of Use, including the pricing terms, at any time. If you do not agree to these Terms of Use, you must cease using the Service. If we change these Terms of Use, we will post a notice that we have made changes to these Terms of Use on the Site for at least 7 days after the changes are posted and will indicate at the bottom of the Terms of Use the date these terms were last revised. Any revisions to these Terms of Use will become effective on the earlier of (i) the end of such 7-day period or (ii) the first time you access or use the Service after such changes have been posted. If you do not agree to abide by these Terms of Use, you are not authorized to use, access or participate in (or continue to use, access or participate in) the Service.

THE SERVICE COMPRISES AN ONLINE PLATFORM THROUGH WHICH HOSTS AND BROKERS (DEFINED BELOW) MAY CREATE MARKETING MATERIALS FOR SPACES (DEFINED BELOW), AND GUESTS (DEFINED BELOW) MAY LEARN ABOUT, SCHEDULE A TOUR, AND BOOK SPACES DIRECTLY WITH THE HOSTS AND OR BROKERS. YOU UNDERSTAND AND AGREE THAT COEO IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN HOSTS, BROKERS, AND GUESTS, NOR IS COEO A REAL ESTATE BROKER, AGENT OR INSURER. COEO HAS NO CONTROL OVER THE CONDUCT OF HOSTS, BROKERS, GUESTS AND OTHER USERS OF THE SERVICE OR ANY SPACES, AND DISCLAIMS ALL LIABILITY IN THIS REGARD TO THE MAXIMUM EXTENT PERMITTED BY LAW. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS OF USE, NO PORTION OF THE FEES WILL DEEMED TO BE COMPENSATION FOR ANYTHING OTHER THAN THE PROVISION OF THE SERVICE.

These Terms of Use include a release by you of all claims for damages against us that may arise out of your use of the Service. By accessing or using the Service, you are agreeing to this release.

IF YOU ARE A RESIDENT OF THE UNITED STATES OR ACCESS OR USE THE SERVICE IN THE UNITED STATES, BY ACCEPTING THESE TERMS, YOU ARE AGREEING TO THE ARBITRATION AGREEMENT (UNLESS YOU FOLLOW THE OPT-OUT PROCEDURE) AND CLASS ACTION WAIVER DESCRIBED IN THE SECTION TITLED "ARBITRATION" BELOW TO RESOLVE ANY DISPUTES WITH COEO.

### **Accounts; Registration Data; Account Security**

In order to reserve or otherwise schedule time in a workspace (a "Space") from another User through the Service, or to offer for booking or otherwise make available your Space to another User through the Service, you must register for a User account. In these Terms of Use, Users that reserve or otherwise schedule time in a Space on the Service are referred to as "Guests" and Users that are not Brokers that offer for booking or otherwise make available their Space through

the Service shall be referred to as “Hosts”. Brokers that offer for booking or otherwise make available Space through the Service shall be referred to as “Brokers”.

In connection with registering for, using or participating in the Service (whether as a Guest, Host and/or Broker), you agree to (i) provide accurate, current and complete information about you and your organization as requested by Coeo ("Registration Data"); (ii) maintain the confidentiality of your password and other information related to the security of your account; (iii) maintain and promptly update the Registration Data and any other information you provide to Coeo, to keep such information accurate, current and complete; and (iv) be fully responsible for all use of your account and for any actions that take place through your account.

### **Hosts**

Use of the Service by Hosts is also governed by our Host Terms located at <https://coeospace.com/terms/hostterms> (the “Host Terms”), which are incorporated into these Terms of Use by reference. By using the Service as a Host, you are consenting to the terms of the Host Terms as well.

### **Brokers**

Use of the Service by Brokers is also governed by our Broker Terms located at <https://coeospace.com/terms/Brokerterms> (the “Broker Terms”), which are incorporated into these Terms of Use by reference. By using the Service as a Broker, you are consenting to the terms of the Broker Terms as well.

### **Transactions Between Guests, Hosts and Brokers on the Coeo Platform**

You acknowledge that the Service is a forum to allow anyone to find, schedule time in, reserve, book, offer to book, and make available Spaces. Your transactions, communications and interactions with any other Users (including any interactions between a Guest and a Host or between a Broker and a Guest), including transactions, communications and interactions initiated through the Service, are solely between you and such Users, and you are solely responsible for such transactions, communications and interactions. You acknowledge that Coeo does not itself own or operate any Spaces nor does it sell, resell, furnish, provide, rent, re-rent, manage or control any Spaces. Coeo does not act as an agent or broker for any Host, Broker, or any Guest. Instead, Coeo provides the Service as a platform and its responsibilities are limited to marketing and facilitating the availability of the Site, Mobile Software and the Service to allow Guests, Hosts and Brokers to transact and communicate directly with one another to reserve Space. Coeo is not party to transactions or communications between Guests, Host and Brokers, other than to the limited extent set out in these Terms of Use. In addition, Coeo does not screen Hosts, Guests or Brokers, or the Spaces themselves – each Host and /or Broker is solely responsible for screening and assessing any Guests it is considering granting access to its Space, and each Guest is solely responsible for assessing the suitability of any Space it is considering using. Coeo has no control over the quality, suitability or availability of any Space, or over the reliability, integrity or conduct of any Host, Guest or Broker. Notwithstanding these Terms of Use, the Host Terms, or the Broker Terms, to the extent that Coeo offers Space through the Service as a Host, it is subject to the terms applicable to Hosts.

## **Agreements Between Guests and Hosts and/or Brokers**

By completing a reservation for a Space listed on the Service, each Guest acknowledges and agrees that it is entering into an agreement directly with the applicable Host and/or Broker (“Space Agreement”) and the Host Rules and/or Broker Rules (collectively “House Rules”), which includes any and all additional terms, conditions and policies provided by the Host and/or Broker relating to the use of such Space, including building security procedures, IT access and use procedures, maximum occupancy limitations and other terms or procedures provided by the Host and/or Broker.

The following terms shall be defined for the applicable reservation in accordance with the Registration Data and Profile for the applicable Space, Guest, Host, and Broker:

- the “Effective Date” shall mean the date the reservation is booked through the Service;
- the “Cancellation Terms” shall mean the Cancellation/Termination terms described in the Space Agreement as of the Effective Date;
- the “Host” shall mean the Host and the Host’s email and address shall have the values set by the Host in the Host’s Profile as of the as of the Effective Date;
- the “Broker” shall mean the Broker and the Broker’s email and address shall have the values set by the Broker in the Broker’s Profile as of the as of the Effective Date;
- the “Guest” shall mean the Guest and the Guest’s email and address shall have the values set by the Guest in the Guest’s Profile as of the as of the Effective Date;
- the “Space” shall be the Space the Guest reserves by booking a reservation through the Service, with the space to be used solely for commercial purposes;
- the “Maximum Occupancy” shall be the value set by the Host and/or Broker in the Profile for the Space as of the Effective Date;
- the “Building” shall be the Building in which the Space is located as set by the Host and/or Broker in the Profile for the Space as of the Effective Date;
- the “Term” shall mean the period of time beginning on the Start Date and ending on the later of the End Date, if specified, or the Minimum Term number of months after the Start Date of the reservation specified by the Guest and authorized by the Host and/or Broker;
- the “Fees” shall be the Fees set by the Host and/or Broker for the Space including the “Monthly Charge” or Hourly Charge”, renewal charges, and the “Setup Fee” as set by the Host and/or Broker in the Profile for the Space as of the Effective Date;
- the “Deposit” shall be equal to the Monthly Charge for one month or the Hourly Charge for one hour, unless otherwise specified in the House Rules;
- the “Taxes” shall be the taxes set by the Host and/or Broker and collected by Host and/or Broker.

While Coeo is not a party to the Space Agreement between a Guest and a Host and/or Broker, a Guest’s use of the Service is dependent upon such Guest’s compliance with the Space Agreement and House Rules. Consequently, as a Guest, you agree to abide by, and cause your employees, agents, guests, invitees, contractors, directors, shareholders, members and representatives to abide by the Space Agreement and House Rules. Any acknowledgement and acceptance of the Space Agreement, as well as of any applicable House Rules, by a Guest as a part of completing a reservation establishes an agreement directly between the Guest and the

applicable Host and/or Broker. The Hosts and/or Brokers, not Coeo are solely responsible for honoring any confirmed bookings and making available any Spaces reserved through the Service. Guests, and not Coeo will be responsible for complying with the applicable Space Agreement and House Rules and performing their obligations under any such agreements. Coeo is not a party to the Space Agreement, or any other agreements between the Guest, Host, and/or Broker, and Coeo disclaims all liability arising from or related to any such agreements. Coeo does not act as an insurer or as a Guest's or Host's and/or Broker's real estate broker.

Coeo may, but has no obligation, to monitor disputes between you and any other Users relating to the Service. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COEO IS NOT RESPONSIBLE OR LIABLE IN ANY MANNER FOR ANY LOSS OR DAMAGE ARISING OUT OF YOUR TRANSACTIONS, COMMUNICATIONS AND INTERACTIONS WITH ANY OTHER USERS, INCLUDING ANY SPACE AGREEMENTS THAT YOU ENTER INTO. COEO DOES NOT CONTROL THE CONTENT CONTAINED IN ANY MARKETING MATERIALS BY HOSTS AND/OR BROKERS OR IN ANY INDEXES (AS DEFINED BELOW), OR THE CONDITION, LEGALITY OR SUITABILITY OF ANY SPACES. YOU HEREBY RELEASE COEO FROM ANY AND ALL CLAIMS, CAUSES OF ACTIONS, OBLIGATIONS OR LIABILITIES ARISING FROM OR RELATING TO SUCH TRANSACTIONS, COMMUNICATIONS AND INTERACTIONS, INCLUDING ANY SPACE AGREEMENTS THAT YOU ENTER INTO, MARKETING MATERIALS ON THE SITE, INDEXES SENT TO YOU BY ANOTHER USER AND THE QUALITY, CONDITIONS OR SUITABILITY OF ANY SPACE.

### **Payment**

You agree to the fees and charges and other pricing terms applicable to your use of the Service as specified in these Terms of Use and as otherwise communicated to you through the Service or the Host and/or Broker, including any applicable Fees (defined below). All fees and charges paid by Users in connection with the Service are non-refundable, except as expressly stated in these Terms of Use.

If you are a Guest and you have been duly authorized to book the Space by the Host and/or Broker, when you complete a reservation for a Space on the Service, you agree to pay the applicable fee for using the Space as set forth in the Space Agreement (the "Fee") based on the type of reservation booked (i.e. Hourly Reservation vs. Monthly Reservation (each, defined below)). The Fee for an Hourly Reservation is the rate per hour of the reservation and the Fee for a Monthly Reservation is the rate per calendar month of the reservation as determined solely by the Host and/or Broker. "Hourly Reservations" are reservations with duration of 24 hours or less including any reservations made for a full day, as well as recurring reservations where each individual reservation is a full day or less. "Monthly Reservations" are reservations with a minimum duration of one calendar month, including reservations that automatically renew on a month-to-month basis.

Guests will be billed the Fee directly by the Host and/or Broker.

Any changes made by a Guest to your reservation after it is made may result in an adjustment to the Hourly Reservation Payment for the reservation subject to the Cancellation Terms (defined below). In the event a Guest uses the Space for longer than the amount of time booked for the reservation, the applicable Host and/or Broker may adjust the Hourly Reservation Payment for the Guest's reservation based upon actual use of the Space. If a Guest believes a change to the Hourly Reservation Payment made by a Host and/or Broker was in error, Guest may request a refund by providing notice to directly to the Host and/or Broker as Coeo is not a party the Space Agreement, or responsible for the terms of the parties reservation. Accordingly, any refund provided is at the Host's and/or Broker's sole discretion.

Renewals of all Reservations, if any, shall be in accordance with the Space Agreement.

Coeo does not guarantee payments to Hosts and/or Broker for any amounts that have not been successfully received by Host and/or Broker from Guests.

Any reservations that are cancelled by the Guest or by the Host and/or Broker at the Guest's request are subject to the Cancellation Terms.

### **Deposits.**

Any Deposit will be collected by the Host and/or Broker pursuant to the terms and conditions of the Space Agreement. Host and/or Broker and Guest understand and agree that Coeo is not a party to the Space Agreement, and has no possession or control of any Deposit.

### **Cancellation Terms**

Cancellations of any Space Agreement shall be governed by the terms and conditions of the Space Agreement entered into between the Host and/or Broker and the Guest. (the "Cancellation Terms").

### **Privacy**

Use of the Service is also governed by our Privacy Policy, a copy of which is located at <https://www.coeospace.com/Home/PrivacyPolicy> (the "Privacy Policy"). By using the Service, you are consenting to the terms of the Privacy Policy.

### **Proprietary Rights in Site Content; Limited License**

All content on the Site and otherwise available through the Service, including User Content, designs, text, graphics, images, video, information, software, audio and other files, and their selection and arrangement (the "Site Content"), are the proprietary property of Coeo, its Users, or its licensors. No Site Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, other than as expressly permitted in these Terms of Use. Users may access and use the Service and the Site Content and download or print a reasonable number of copies of portions of the Site Content to which the User has properly gained access (a) solely for the User's personal, non-commercial use, or (b) solely for the purpose of referring third parties to the Service or for compiling an Index of Space marketing materials via the Service ("Index"), provided in each case that the User maintains all copyright or other proprietary notices on all copies of such Site Content.

Except for your own User Content or for use in an Index, you may not publish or otherwise distribute Site Content in any manner, or incorporate the Site Content in any other database or compilation. You may not use any data mining, robots, scraping or similar data gathering or extraction methods to obtain Site Content. Any use of the Site or the Site Content other than as specifically authorized herein is prohibited and will automatically terminate your rights with respect to use of the Service and the Site Content granted herein. All rights of Coeo or its licensors that are not expressly granted in these Terms of Use are reserved to Coeo and its licensors.

### **User Content Posted on the Service**

You may be able to display certain information on designated portions of the Site or otherwise through the Service regarding you or your company or organization including, if you are a Host and/or Broker, your Space (a "Profile"). Your Profile will display to other Users certain of your Registration Data and other content about you or your company or your organization including, if you are a Host and/or Broker, your Space, that you upload or otherwise provide to Coeo for use in your Profile (collectively the "Profile Content"). You agree to provide accurate and current information in your Profile and to promptly update the Profile Content to keep it accurate and current.

You are solely responsible for the Profile Content, messages, notes, text, information, offerings, images, links and any other content that you upload, publish, display or otherwise provide to Coeo for display (hereinafter, "post") on or through the Service, or transmit to or share with other Users or to third parties via the Service (collectively, "User Content"). You may not post, transmit, or distribute User Content that you did not create or that you do not have permission to post.

Coeo does not verify the accuracy, completeness, reliability or authenticity of any User Content, including any Space descriptions or Space availability information provided by Hosts and/or Brokers, and makes no representations or warranties with respect to any User Content.

You understand and agree that Coeo may, but is not obligated to, review the Site and may delete or remove (without notice) any Site Content or User Content in its sole discretion, for any reason or no reason, including User Content that Coeo believes violates these Terms of Use.

Coeo has no backup or storage responsibilities or obligations regarding User Content. You are solely responsible at your sole cost and expense for creating backup copies and replacing any User Content you post or store on the Site or provide to Coeo.

When you post User Content to the Site, you grant to Coeo an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, reproduce, publicly perform, publicly display, modify, translate, excerpt (in whole or in part), publish and distribute such User Content. Subject to the rights granted to us in these Terms of Use, you retain ownership of your User Content.

### **Trademarks**

"Coeo" has applied as a registered trademark of Coeo Space, Inc. "Coeo" together with the other graphics, logos, designs, page headers, button icons, scripts and service names on the Site are the

trademarks or trade dress of Coeo in the U.S. and other countries ("Coeo Marks"). You may not use the Coeo Marks, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion or create the impression that Coeo endorses any product or service. You may not reproduce or use the Coeo Marks without the prior written permission of Coeo.

### **User Conduct**

You agree not to do any of the following in connection with your use of the Service and to otherwise use the Service in compliance with these Terms of Use.

- use automated scripts to collect information from or otherwise interact with the Service;
- use manual or automated software, devices, scripts, robots, backdoors or other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in the Service;
- impersonate any person or entity, or falsely state or otherwise misrepresent you or your affiliation with any person or entity, including giving the impression that any content you upload, post, transmit, distribute or otherwise make available emanates from Coeo;
- upload, post, transmit, distribute or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other prohibited form of solicitation;
- upload, post, transmit, distribute, store or otherwise make publicly available on the Site any private information of any third party, including, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
- interfere with or damage the Service, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
- intimidate or harass another, or promote sexually explicit material, violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- upload, post, transmit, distribute or otherwise make available any material which does or may infringe any copyright, trade mark or other intellectual property rights of any other person;
- upload, post, transmit, distribute or otherwise make available any material which is defamatory of any person, obscene, offensive, hateful or inflammatory;
- upload, post, transmit, distribute, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense;
- use or attempt to use another's account, service or system without authorization from Coeo or create a false identity on the Service;
- use the Service in a manner that may create a conflict of interest or undermine the purposes of the Service, such as trading reviews with other Users or writing or soliciting skill reviews;
- use the Service in a manner that violates any law (including the CAN-SPAM Act of 2003) or otherwise conduct illegal activities in connection with your use of the service
- upload, post, transmit, distribute, store or otherwise make available any answers, responses, comments, opinions, analysis or recommendations that you are not properly licensed or

otherwise qualified to provide; or

- upload, post, transmit, distribute, store or otherwise make available content that, in the sole judgment of Coeo is objectionable or which restricts or inhibits any other person from using the Site, or which may expose Coeo or its users to any harm or liability of any type.

### **No High Risk Use**

You may not use the Service in any situation where failure or fault of any kind of the Service could lead to death or serious bodily injury of any person, or to physical or environmental damage ("High Risk Use"). High Risk Use is STRICTLY PROHIBITED, and Coeo expressly disclaims any liability that may result from your High Risk Use of the Service or any Space, to the extent permitted under applicable law. High Risk Use includes, for example, the following: aircraft or other modes of human mass transportation, nuclear or chemical facilities, and Class III medical devices under the Federal Food, Drug and Cosmetic Act.

### **Additional Representations and Warranties**

In addition to any other representations and warranties in these Terms of Use, you represent and warrant that:

- the User Content and all other content submitted to the Service through your account or otherwise posted, transmitted, or distributed by you on or through the Service: (i) does not violate or infringe upon the rights of any third party (including copyright, trademark, privacy, publicity or other personal or proprietary rights), (ii) does not contain libelous, defamatory or otherwise unlawful material, and (iii) is truthful and accurate; and
- you are not located in a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country, and you are not listed on any U.S. government list of prohibited or restricted parties.

### **Third Party Websites and Content**

The Site may contain (or you may be sent through the Service) links to other web sites ("Third Party Sites") as well as articles, photographs, text, graphics, pictures, designs, sound, video, information, and other content or items belonging to or originating from third parties (the "Third Party Content"). Such Third Party Sites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Sites accessed through the Site or any Third Party Content posted on, available through the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Content. Inclusion of, linking to or permitting the use of any Third Party Site or any Third Party Content does not imply approval or endorsement thereof by Coeo. If you decide to leave the Site and access the Third Party Sites or to access or use any Third Party Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site or relating to any applications you use or install from the site.

### **Eligibility**

This Service is intended solely for users who are 18 years of age or older. Any registration by, use of or access to the Service by anyone under 18 is unauthorized and in violation of these



Terms of Use. By using the Service, you represent and warrant that you are 18 years of age or older.

### **Mobile Software License**

Subject to the terms of these Terms of Use, Coeo grants you a non-transferable, non-exclusive license to download, install and use one copy of the Mobile Software in object code form only on a mobile device that you own or control. You may not derive or attempt to derive the source code of all or any portion of the Mobile Software, permit any third party to derive or attempt to derive such source code, or reverse engineer, decompile, disassemble, or translate the Mobile Software or any part thereof.

Coeo and its licensors own and shall retain all intellectual property rights and other rights in and to the Mobile Software, and any changes, modifications or corrections thereto.

The following terms and conditions apply to you only if you are using Mobile Software from the Apple App Store or Google Play Store. To the extent the other terms and conditions of these Terms of Use are less restrictive than, or otherwise conflict with, the terms and conditions of this paragraph, the more restrictive or conflicting terms and conditions in this paragraph apply, but solely with respect to Mobile Software from the Apple App Store or Google Play Store. You acknowledge and agree that these Terms of Use are solely between you and Coeo not Apple or Google, and that Apple or Google has no responsibility for the Mobile Software or content thereof. Your use of the Mobile Software must comply with the App Store Terms of Service. You acknowledge that Apple or Google has no obligation whatsoever to furnish any maintenance and support services with respect to the Mobile Software. In the event of any failure of the Mobile Software to conform to any applicable warranty, you may notify Apple or Google, and Apple or Google will refund the purchase price,

if any, for the Mobile Software to you; to the maximum extent permitted by applicable law, Apple or Google will have no other warranty obligation whatsoever with respect to the Mobile Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms of Use. You and Coeo acknowledge that Apple or Google is not responsible for addressing any claims of you or any third party relating to the Mobile Software or your possession and/or use of the Mobile Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Mobile Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. You and Coeo acknowledge that, in the event of any third party claim that the Mobile Software or your possession and use of that Mobile Software infringes that third party's intellectual property rights, Coeo not Apple or Google, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms of Use. You must comply with applicable third party terms of agreement when using the Mobile Software. You and Coeo acknowledge and agree that Apple or Google, and Apple or Google's subsidiaries, are third party beneficiaries of these Terms of Use as they relate to your license of the Mobile Software, and that, upon your acceptance of the Terms of Use, Apple or Google will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you as a third party beneficiary thereof.

## Copyright Policy

Coeo respects the intellectual property rights of others and expects Users of the Service to do the same. Coeo complies with the federal Digital Millennium Copyright Act (“DMCA”), the text of which may be found on the U.S. Copyright Office Website at <http://www.copyright.gov/legislation/dmca.pdf>. We will respond to notices of alleged copyright infringement that comply with the DMCA and other applicable law and are properly provided to us.

If you believe that any User Content has been copied or used in a way that constitutes copyright infringement, please provide us with the following information:

- a physical or electronic signature of the copyright owner or a person authorized to act on their behalf;
- identification of the copyrighted work claimed to have been infringed;
- identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- your contact information, including your address, telephone number, and an email address;
- a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

If you believe that your User Content that was removed after we received a notice of copyright infringement is not actually infringing, or that you have the necessary rights to post your User Content, please send us a counter-notice containing the following information:

- your physical or electronic signature (with your full legal name);
- identification of the User Content that has been removed or to which access has been disabled and the location at which the User Content appeared before it was removed or disabled;
- a statement that you have a good faith belief, under penalty of perjury, that the User Content was removed or disabled as a result of mistake or a misidentification of the User Content; and
- your name, address, telephone number, and email address, and a statement that you will accept service of process from the person who provided the original notification of the alleged infringement.

If we receive a counter-notice, we may send a copy of the counter-notice to the person alleging copyright infringement and inform that person that we may replace the removed User Content in ten business days. Unless the original person alleging copyright infringement files an action seeking a court order against the User Content provider, member or User, the removed User Content may be replaced, in 10 to 14 business days or more after receipt of the counter-notice, at Coeo’s sole discretion.

Filing a counter-notification may lead to legal proceedings between you and the complaining party to determine ownership. Be aware that there may be adverse legal consequences in your country if you make a false or bad faith allegation by using this process.

We reserve the right to remove User Content alleged to be infringing without prior notice and at our sole discretion. In appropriate circumstances, Coeo may also terminate a User's account if the User is determined to be a repeat infringer. Coeo designated copyright agent for notice of alleged copyright infringement appearing on the Services is:

Coeo

### **Disclaimers**

Coeo is not responsible or liable in any manner for any User Content or Third Party Content posted on the Site or displayed in connection with the Service, including but not limited to the accuracy of any Space descriptions, Space availability information or Guest information. Although we provide rules for User conduct and postings, we do not control and are not responsible for what Users post, transmit or distribute on the Site and are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content you may encounter on the Site or in connection with any User Content or Third Party Content. Coeo is not responsible for the conduct, whether online or offline, of any User, including any Guest's non-compliance with any terms, conditions and policies relating to the use of any Space. The Service may be temporarily unavailable from time to time for maintenance or other reasons. Coeo shall have no responsibility for any interruption, delay in operation or transmission, theft or destruction of, unauthorized access to, or alteration of, User communications or any other content made available via the Service. Under no circumstances will Coeo be responsible for any damages, including but not limited to personal injury or death resulting from the use of the Service, any User Content or Third Party Content, or any use of Spaces, products or services provided by Users.

COEO PROVIDES THE SERVICE, INCLUDING ALL CONTENT THEREIN, TO HOSTS, GUESTS AND BROKERS "AS IS," AND, EXCEPT AS PROVIDED HEREIN, AND COEO AND ITS SUPPLIERS DISCLAIM ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICE AND THE SPACES, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. COEO CANNOT GUARANTEE AND DOES NOT PROMISE TO HOSTS, GUESTS AND BROKERS, AND HOSTS AND BROKERS CANNOT GUARANTEE AND DO NOT PROMISE TO GUESTS, ANY SPECIFIC RESULTS FROM USE OF THE SERVICE OR A SPACE. WITHOUT LIMITING THE FOREGOING, COEO DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE, CONTENT OR MATERIALS MADE AVAILABLE THROUGH THE SERVICE ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE; COEO DOES NOT REPRESENT OR WARRANT THAT THE SERVICE OR ANY SPACE RESERVATION OR BOOKING WILL MEET YOUR REQUIREMENTS; THAT ANY SPACE MEETS APPLICABLE LEGAL STANDARDS AND IS SAFE AND SUITABLE FOR YOUR INTENDED USE; AND COEO DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE, THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, OR THAT THE SERVICE, OR ITS SERVERS, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

THE DISCLAIMERS SET FORTH ABOVE IN THIS SECTION APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

### **Limitation on Liability**

IN NO EVENT WILL COEO OR ITS SUPPLIERS, OR THEIR DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES OR SUPPLIERS, BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS, LOST DATA, PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, ARISING FROM YOUR USE OF THE SERVICE, ANY CONTENT OR OTHER MATERIALS ON, ACCESSED THROUGH OR DOWNLOADED FROM THE SERVICE, OR A GUEST'S USE OF A SPACE, EVEN IF COEO IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COEO BE RESPONSIBLE OR LIABLE IN ANY MANNER FOR ANY LOSS OR DAMAGE ARISING OUT OF ANY TRANSACTIONS, COMMUNICATIONS, INTERACTIONS OR DISPUTES BETWEEN A GUEST AND A HOST OR BETWEEN A BROKER ON THE ONE HAND AND A GUEST OR HOST ON THE OTHER HAND. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COEO LIABILITY TO YOU OR ANY PARTY CLAIMING THROUGH YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO COEO FOR THE SERVICE IN THE 12 MONTHS PRIOR TO THE INITIAL ACTION GIVING RISE TO LIABILITY. THIS IS AN AGGREGATE LIMIT. THE EXISTENCE OF MORE THAN ONE CLAIM HEREUNDER WILL NOT INCREASE THIS LIMIT.

### **Termination**

Coeo may terminate or suspend your account or ability to use the Service, in whole or in part, without notice in the event that (i) you violate these Terms of Use, or violate any other rules that govern the use of the Service, (ii) your conduct may harm Coeo or others or cause Coeo or others to incur liability, (iii) you receive negative feedback from other Users, or (iv) as otherwise determined by Coeo in its sole discretion.

Coeo may modify the Service, and all content, software and other items used or contained in the Service, at any time. References on the Service to any companies, organizations, products, or services, or other information do not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by Coeo.

You may terminate your Coeo account at any time by providing Coeo with notice of termination in accordance with the instructions available through the Service. Your access to, use of, or participation in the Service, including any content therein, may be prevented by Coeo at any time after your termination of your account. Notwithstanding anything herein to the contrary, upon termination of your account, Coeo will remove your Profile and cease displaying your Profile Content, including any and all Space marketing materials and Indexes, on or through the Service.

### **Governing Law; Arbitration**

THIS SECTION INCLUDES AN ARBITRATION AGREEMENT AND AN AGREEMENT THAT ALL CLAIMS WILL BE BROUGHT ONLY IN AN INDIVIDUAL CAPACITY (AND NOT AS A CLASS ACTION OR OTHER REPRESENTATIVE PROCEEDING). PLEASE READ IT CAREFULLY. YOU MAY OPT OUT OF THE ARBITRATION AGREEMENT BY FOLLOWING THE OPT OUT PROCEDURE DESCRIBED BELOW.

### **Informal Process First**

You agree that if you have any dispute with Coeo relating in any way to these Terms of Use or from access to or use of the Service, you will first contact us and attempt to resolve the dispute with us informally.

### **Arbitration (“Arbitration Agreement”)**

If we are unable to resolve the dispute informally, we each agree to resolve any claim, dispute, or controversy (excluding claims for injunctive or other equitable relief) arising out of or in connection with or relating to these Terms of Use by binding arbitration. If you are an individual you may opt out of this Arbitration Agreement within 30 days of the first of the date you access or use the Service by following the procedure described below.

Arbitration is more informal than a lawsuit in court. There is no judge or jury in arbitration. Instead, the dispute is resolved by a neutral arbitrator. Court review of an arbitration award is limited. Except to the extent the parties agree otherwise, arbitrators can award the same damages and relief that a court can award. You agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Coeo are each waiving the right to a trial by jury or to participate in a class action. This Arbitration Agreement will survive any termination of these Terms of Use.

If you intend to seek arbitration, after following the informal dispute resolution procedure, you must first send written notice to Coeo of your intent to arbitrate (“Notice”). The Notice to Coeo should be sent by sending the Notice by registered or certified mail to 347 Northgate Drive, Warrendale, PA 15086. The Notice must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought. The arbitration will be administered by the International Institute for Conflict Prevention and Resolution (“CPR”) under the CPR Rules for Administered Arbitration by a single arbitrator. The arbitration will be conducted in the County of New Castle, Delaware, U.S.A.

Each party will be responsible for paying any CPR, administrative and arbitrator fees (other than the initial filing fees) in accordance with CPR Rules, except that Coeo will pay for your reasonable filing, administrative, and arbitrator fees if your claim for damages does not exceed \$75,000 and is non-frivolous (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). Nothing in this Arbitration Agreement shall prevent either party from seeking injunctive or other equitable relief from the courts for matters related to data security, intellectual property, or unauthorized access to the Service.

If you do not want to arbitrate disputes with Coeo and you are an individual, you may opt out of this Arbitration Agreement by sending an email to: leadership@Coeospace.com within 30 days of the first of the date you access or use the Service.

ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS GUEST IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS OF USE, YOU AND COEO ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then the entirety of this Arbitration Agreement will be null and void.

If for any reason a claim proceeds in court rather than in arbitration, the dispute will be governed by the laws of the State of Delaware and the FAA without regard to or application of its conflict of law provisions or your state or country of residence, and will be brought solely in the federal or state courts located in the County of New Castle, Delaware, United States. You consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

#### **Indemnity**

YOU AGREE TO INDEMNIFY AND HOLD COEO HARMLESS FROM AND AGAINST ANY LOSS, LIABILITY, CLAIM, DEMAND, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR IN CONNECTION WITH ANY FEES, DEPOSITS, USER CONTENT YOU POST OR DISTRIBUTE ON OR THROUGH THE SERVICE, YOUR USE OF OR PARTICIPATION IN THE SERVICE, YOUR INTERACTIONS WITH OTHER USERS OF THE SERVICE, AND ANY VIOLATION OF THESE TERMS OF USE, THE HOST TERMS, THE BROKER TERMS OR OF ANY LAW OR THE RIGHTS OF ANY THIRD PARTY.

#### **Miscellaneous**

These Terms of Use, the Host Terms, the Broker Terms and the Privacy Policy constitute the entire agreement between you and Coeo regarding the use of the Service and supersede any prior agreements between you and Coeo relating to your use of the Service. The failure of Coeo to exercise or enforce any right or provision of these Terms of Use, the Host Terms or the Broker Terms shall not constitute a waiver of such right or provision in that or any other instance. If any provision of these Terms of Use, the Host Terms or the Broker Terms is determined to be unlawful, void or for any reason unenforceable, such determination shall not affect the validity and enforceability of any of the remaining provisions. You may not assign, transfer or delegate in any manner these Terms of Use, the Host Terms or the Broker Terms or the rights and obligations hereunder or thereunder to any third party.

Last Revised Dated October 31, 2019

## HOST TERMS

The following additional terms and conditions supplement and are incorporated in the Terms of Use, located at <http://www.Coeospace.com/terms/hostterms>, and specifically govern the use of the Coeo Space, Inc. d/b/a Coeo (“*Coeo*”) Service by Hosts. The Terms of Use and these Host Policy Terms (collectively, the “*Host Terms*”) together govern each Host’s use of Coeo’s website marketing service (the “*Coeo Service*”). Any defined terms used but not defined in these Host Terms shall have the meaning ascribed to them in the Terms of Use.

If you use the Coeo Service on behalf of a company or other organization, you represent and warrant that you are authorized to bind such company or organization to these Host Terms and to act on behalf of such company with respect to any actions you take in connection with the Coeo Service. You agree to respond promptly and completely to requests from Coeo for additional information that Coeo deems necessary to determine your authority to act on behalf of a company or organization. Coeo may suspend or terminate your access, and your company or organization’s access, to the Coeo Service and your account if Coeo has reason to believe that you are not authorized to act on behalf of the company or organization for whom you claim to be acting in connection with the Coeo Service.

Notwithstanding anything to the contrary in the Terms of Use, we may modify the terms and conditions of these Host Terms at any time, effective upon posting an updated version of these Host Terms on the Site.

### I. COEO AS MARKETING PROVIDER

Coeo offers the Coeo Service as a platform to connect Hosts and Guests and facilitate the booking of Spaces between the Hosts and Guests. You understand and agree that Coeo does not act as an insurer or as a Guest or as your contracting agent or real estate broker. If a Guest requests a booking of your Space and uses your Space, any agreement you enter into with such Guest is between you and the Guest and Coeo is not a party to that agreement. Coeo has no knowledge or relationship with the Space listed by you, including, without limitation, the condition and compliance thereof with any applicable law. You acknowledge that Coeo is a marketing provider. Any relationship between you and the Guest with respect to a Space is at the sole risk of you and the Guest.

Both Guests and Hosts may submit feedback to the Coeo Service following the completion of a Space booking. You acknowledge and agree that other Users may publicly post ratings and reviews of you or your Space, as applicable, and that Coeo may, but is not obligated to, monitor such postings and is not responsible in any manner for such ratings and reviews, and you hereby release Coeo from any and all claims, causes of actions, obligations or liabilities arising from or relating to such ratings and reviews.

### II. HOST SPACE CONTRACT

As a Host, you are solely responsible for establishing the fee for your Space through the Coeo Service. Host will collect all fees from the Guest directly through a separate written contractual agreement between the Guest and the Host (“*Host Space Contract*”) at the time of the reservation.

Host shall pay any and all applicable taxes, assessments or charges, together with any penalties or interest thereon, imposed by any government entity in connection with your Space or Coeo 's provision of the Coeo Service. Specifically, Host is responsible for any sales, use, property, or value-added taxes or charges imposed by any government entity in connection with Host's reservation or use of the Coeo Service or Space Marketing Link. For the purposes herein, "Space Marketing Link" means a URL created by Coeo for the Space and posted by the Host in the Host's marketing materials including the Host's website.

Subject to taxes and other similar charges addressed above, Host understands that its use of the Coeo Service is free of charge and will not affect the terms and conditions of its Host Space Contract. Notwithstanding the foregoing, Coeo may modify content on the Coeo Service based on separate fee-based marketing agreements with one (1) or more third parties. Host acknowledges notice of the opportunity to enter into a fee-based marketing agreement with Coeo for marketing enhancements on the Coeo Service as further described therein.

### **III. ADDITIONAL REPRESENTATIONS AND WARRANTIES**

In addition to any other representations and warranties in the Terms of Use, you represent and warrant that:

- All Space you offer for booking hereunder is for commercial use only;
- You have sufficient rights in and to the Space to participate in the Coeo Service as a Host, including any applicable permits, and your participation in the Coeo Service as a Host will not violate or result in the breach of any agreement between you and any third party, including any lease agreement or other agreements relating to the Space;
- By inviting third parties to the Coeo Service, you have all the necessary rights, power and authority to do so;
- You shall not misrepresent your relationship with Coeo to any third party and will not make any warranty or representation on behalf of Coeo;
- You commit to having all rights to the photograph(s), picture(s) and video(s) which you submit to Coeo; and
- Certain portions of the services provided by Coeo may allow Hosts to upload or otherwise provide Coeo images, company logos, photographs, videos, data, text and/or other marketing content ("**Marketing Materials**"). By uploading or otherwise providing Marketing Materials to the Coeo website, you (i) represent that you own all right, title, and interest in and to the Marketing Materials and (ii) grant Coeo an irrevocable, perpetual, royalty-free worldwide license to: (a) use, copy, market, distribute, transmit, publicly display, publicly perform, reproduce, edit, modify, prepare derivative works of or incorporate into other works, and translate your Marketing Materials, in connection with Coeo's marketing services, or in any other media; and (b) sublicense these rights, to the maximum extent permitted by applicable law. Coeo will not pay you for your Marketing Materials or to exercise any rights related to your Marketing Materials set



forth in the preceding sentence. Coeo may remove or modify your Marketing Materials at any time. You are solely responsible for all Marketing Materials made through your account(s) on the Coeo website. For all Marketing Materials, you represent and warrant that you are the creator and owner of the Marketing Materials, or have the necessary licenses, rights, consents, and permissions (including all permissions required under applicable privacy and intellectual property law) to authorize Coeo and other users to access and use your Marketing Materials as necessary to exercise the licenses granted by use under these Host Terms. You hereby release Coeo and his or her legal representatives and assigns from all claims and liability relating to said Marketing Materials.

#### **IV. RELEASE AND INDEMNITY**

You agree and acknowledge that you are using the Coeo Service for the intended purposes herein and at your own risk, that Coeo is not an agent for either you or a Host, that the Coeo Service are provided on an "AS IS" and "AS AVAILABLE" basis, and to the extent permitted by applicable law, Coeo excludes all express or implied warranties, terms and conditions including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

You hereby unconditionally release Coeo (and its affiliates and subsidiaries, and their respective shareholders, officers, directors, employees and agents) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in its favor at the time of agreeing to this release.

You further agree to indemnify and defend Coeo and its affiliates and their respective shareholders, directors, officers, employees, attorneys and agents (the "***Coeo Indemnified Parties***"), and hold each of them harmless from and against any and all losses, damages, claims, demands, expenses, fines, penalties, suits and liabilities, including without limitation, reasonable attorneys' fees ("***Losses***") that the Coeo Indemnified Parties shall incur or suffer arising out of, relating to, or resulting from (a) these Host Terms, (b) the lease or rental of the Space (including the condition thereof), (c) a breach of these Host Terms by you, (d) the negligence, willful misconduct, fraud, or misrepresentation of you or of persons acting for or on behalf of you pursuant to these Host Terms, including without limitation, officers, directors, employees, agents and contractors of you, (e) your improper use of the Coeo Service, and your breach of any law or the rights of a third party, and (f) your violation of any applicable law in connection with the Space.

Coeo is under no obligation to edit or control your Marketing Materials or the Marketing Materials of any other Host and will not be in any way responsible or liable for any Marketing Materials. You agree to indemnify and hold harmless Coeo, without limitation, for any action, claim, demand, dispute, and litigation (or any such threat thereof) for your Marketing Materials or the Marketing Materials of any other Host. Coeo may, however, at any time and without prior notice, screen remove, edit, or block any Marketing Materials on the Coeo website, including

Marketing Materials, that in Coeo’s sole judgment violate these Host Terms or are otherwise objectionable. You understand that when using the Coeo website, you may be exposed to Marketing Materials of other Hosts and acknowledge that Marketing Materials may be inaccurate, offensive, indecent, or objectionable. You agree to waive, and do waive, any legal or equitable right or remedy you may have against Coeo with respect to Marketing Materials. If notified by a Host or any content owner that Marketing Materials allegedly do not conform with these Host Terms (the “**Marketing Materials Notice**”), Coeo may investigate the allegation and determine in Coeo’s sole discretion whether to remove the Marketing Materials, which Coeo reserves the right to do any time and without notice. All inquiries regarding any Marketing Materials Notice shall be sent to Coeo at [space@coeospace.com](mailto:space@coeospace.com). The subject line of the Marketing Materials Notice must begin with “ATTN: MARKETING MATERIALS NOTICE”.

## **V. RELATIONSHIP OF THE PARTIES**

You are an independent contractor and are not an agent or employee of and have no authority to bind Coeo by contract or otherwise.

## **VI. GOVERNING LAW; ARBITRATION**

THIS SECTION INCLUDES AN ARBITRATION AGREEMENT AND AN AGREEMENT THAT ALL CLAIMS WILL BE BROUGHT ONLY IN AN INDIVIDUAL CAPACITY (AND NOT AS A CLASS ACTION OR OTHER REPRESENTATIVE PROCEEDING). PLEASE READ IT CAREFULLY. YOU MAY OPT OUT OF THE ARBITRATION AGREEMENT BY FOLLOWING THE OPT OUT PROCEDURE DESCRIBED BELOW.

### *Informal Process First.*

You agree that if you have any dispute with Coeo relating in any way to these Host Terms or from access to or use of the Coeo Service, you will first contact us and attempt to resolve the dispute with us informally.

### *Arbitration (“Arbitration Agreement”).*

If we are unable to resolve the dispute informally, we each agree to resolve any claim, dispute, or controversy (excluding claims for injunctive or other equitable relief) arising out of or in connection with or relating to these Host Terms by binding arbitration. If you are an individual you may opt out of this Arbitration Agreement within thirty (30) days of the first of the date you access or use the Coeo Service by following the procedure described below.

Arbitration is more informal than a lawsuit in court. There is no judge or jury in arbitration. Instead, the dispute is resolve by a neutral arbitrator. Court review of an arbitration award is limited. Except to the extent the parties agree otherwise, arbitrators can award the same damages and relief that a court can award. You agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Coeo are each waiving the right to a trial by jury or to participate in a class action. This Arbitration Agreement will survive any termination of these Host Terms.

If you intend to seek arbitration, after following the informal dispute resolution procedure, you must first send written notice to Coeo of your intent to arbitrate (“**Notice**”). The Notice to Coeo should be sent by sending the Notice by registered or certified mail to 347 Northgate Drive, Warrendale, PA 15086. The Notice must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought. The arbitration will be administered by the International Institute for Conflict Prevention and Resolution (“**CPR**”) under the CPR Rules for Administered Arbitration by a single arbitrator. The arbitration will be conducted in the County of New Castle, Delaware, U.S.A.

Each party will be responsible for paying any CPR, administrative and arbitrator fees (other than the initial filing fees) in accordance with CPR Rules, except that Coeo will pay for your reasonable filing, administrative, and arbitrator fees if your claim for damages does not exceed \$75,000 and is non-frivolous (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). Nothing in this Arbitration Agreement shall prevent either party from seeking injunctive or other equitable relief from the courts for matters related to data security, intellectual property, or unauthorized access to the Coeo Service.

If you do not want to arbitrate disputes with Coeo and you are an individual, you may opt out of this Arbitration Agreement by sending an email to: [leadership@Coeospace.com](mailto:leadership@Coeospace.com) within 30 days of the first of the date you access or use the Coeo Service.

**ALL CLAIMS MUST BE BROUGHT IN THE PARTIES’ INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS GUEST IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE HOST TERMS, YOU AND COEO ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.**

If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then the entirety of this Arbitration Agreement will be null and void.

If for any reason a claim proceeds in court rather than in arbitration, the dispute will be governed by the laws of the State of Delaware without regard to or application of its conflict of law provisions or your state or country of residence, and will be brought solely in the federal or state courts located in the County of New Castle, Delaware, United States. You consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

## **VII. MISCELLANEOUS**

*Force Majeure.* Coeo shall not be held liable in the event that all or substantially all of its obligations herein are materially interfered by reason of any cause or occurrence beyond the control of Coeo, including without limitation, loss of internet telecommunications service, fire, flood, epidemic, earthquake, explosion, accident, war, blockage, embargo, act of public enemy, civil disturbance, labor dispute (or threatened disputes).

*Assignment.* These Host Terms shall not be assigned by you without the prior written consent of Coeo. Upon consensual assignment, these Host Terms and the rights and obligations hereunder shall be binding upon the successors and assigns of you.

*Partial Invalidity.* Nothing contained in these Host Terms shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of these Host Terms and any statute, law, ordinance, order, or regulation, the latter shall prevail, but in such event, any provision of these Host Terms so affected shall be curtailed and limited to the extent necessary to bring it within the legal requirements. In the event that any portion of these terms and conditions shall be held to be invalid or unenforceable in a court of law or equality; (i) the you agree to negotiate in good faith an acceptable alternative provision which reflects as closely as possible the intent of the enforceable provision; and (ii) the validity and legality of the remaining provisions of these Host Terms shall not in any way be affected or impaired thereby, and shall remain in full force and affect.

*No Waiver.* The failure of Coeo to insist upon the other party's performance of any obligations hereunder shall not be construed as a waiver of or the breach of any obligation of either party or of any subsequent breach of which obligation. The failure of Coeo to exercise any right or remedy which it may have hereunder or under the law shall not be construed as a waiver of any other right or remedy which the party may have hereunder or under applicable law.

*Cumulative Remedies.* Any right and remedy belonging to Coeo hereunder or under applicable law shall be deemed cumulative and not exclusive of one another and the exercise by Coeo of any such right or remedy shall not preclude Coeo from exercising or enforcing any other right or remedy it may have.

*Attorney's Fees.* Upon a dispute under these Host Terms, the prevailing party shall be reimbursed by the non-prevailing party for any and all commercially reasonable expenses incurred including legal expenses and actual reasonable attorney fees, in enforcing the terms and provisions of these Host Terms.

*Notices.* All notices to be given hereunder must be in writing and shall be given by the parties hereto only in one of the following ways: (1) by personal delivery, (2) by certified mail, postage prepaid, or (3) by facsimile, with confirmation of receipt, to the contact person and address specified in the Host Space Contract.

*Miscellaneous.* These Host Terms contain the entire understanding between the parties and supersedes all prior understandings of the parties hereto relating to the subject matter hereof. These Host Terms may not be modified, nor may any provision be waived, except by an instrument in writing, signed by both parties. Paragraph headings used herein are for convenience only and shall not be used in any way to interpret the provisions of these Host Terms.

## LICENSED BROKER/AGENT TERMS

These Licensed Broker/Agent Terms (“**Broker Terms**”) form a part of and supplement the Terms of Use of Coeo Space, Inc., d/b/a Coeo (“**Coeo**”) (collectively, the “**Terms of Use**”) and specifically govern the use of Coeo’s website marketing service (the “**Coeo Service**”) by licensed Real Estate Brokers, associates, realtors, or real estate agents, sales representatives, or contractors (together, “**Broker**” or “**Brokers**”, or “**You**”). Any defined terms used but not defined in these Broker Terms shall have the meaning ascribed to them in the Terms of Use or Privacy Policy.

### Modifications

Notwithstanding anything to the contrary in the Terms of Use, we reserve the right to change, supplement, or modify, add, or delete the terms and conditions of these Broker Terms at any time and for any reason effective upon posting an updated version of these Broker Terms on the Coeo Service. However, we have no obligation to update any information on the Coeo Service, including these Broker Terms. You waive any right to receive specific notice of each such change. We will not be liable to you or any third party for any modification, suspension, or discontinuance of any of the terms and conditions of these Broker Terms.

It is your responsibility to periodically review these Broker Terms to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Broker Terms by your continued use of the Site after the date such revised Broker Terms are posted.

### I. COEO AS MARKETING PROVIDER

As a convenience to its Users, the Coeo Service includes a platform to connect Brokers who list Spaces in the Coeo Marketplace to Guests and facilitate the booking of Spaces between the Brokers and Guests. Each Broker expressly acknowledges and accepts that Coeo offers the Coeo Service on an “as is” and “as available” basis. Coeo makes no representation, and expressly disclaims any suggestion or interpretation thereof, that Coeo is (i) acting as an insurer for any of the Spaces (ii) is a Guest or agent of a Guest, (iii) is the contracting agent or real estate broker for any party in relation to the provision of the Coeo Service hereunder, or (iv) has any knowledge or relationship with the Space listed by You, including, without limitation, the condition and compliance thereof with any applicable law. You acknowledge that Coeo is a marketing provider. Any relationship between You and the Guest with respect to a Space is at the sole risk of You and the Guest.

Broker and Guests may submit feedback to the Coeo Service following the completion of a Space booking. You acknowledge and agree that other Users may publicly post ratings and reviews of you or your Space, as applicable, and that Coeo may, but is not obligated to, monitor such postings and is not responsible in any manner for such ratings and reviews, including any violations of User Conduct. You hereby release Coeo from any and all claims, causes of actions, obligations or liabilities arising from or relating to such ratings and reviews.

## **II. BROKER SPACE CONTRACT**

As a Broker, you are solely responsible for establishing and listing the fee for your Space through the Coeo Service. Broker will collect all fees from the Guest directly through a separate written contractual agreement between the Guest and the Broker ("**Broker Space Contract**") at the time of the reservation.

Broker shall pay any and all applicable taxes, assessments or charges, together with any penalties or interest thereon, imposed by any government entity in connection with the Space or Coeo's provision of the Coeo Service. Specifically, Broker is responsible for any sales, use, property, or value-added taxes or charges imposed by any government entity in connection with Broker's reservation or use of the Coeo Service or Space Marketing Link. For the purposes herein, "Space Marketing Link" means an individual or series of URL(s) created by Coeo for the Space and posted by the Broker in the Broker's marketing materials including the Broker's independent website, as the case may be.

Subject to taxes and other similar charges addressed above, Broker understands that its use of the Coeo Service is free of charge and will not affect the terms and conditions of its Broker Space Contract. Notwithstanding the foregoing, Coeo may modify content on the Coeo Service based on separate fee-based marketing agreements with one (1) or more third parties. Broker acknowledges notice of the opportunity to enter into a fee-based marketing agreement with Coeo for marketing enhancements on the Coeo Service as further described therein.

## **III. ADDITIONAL BROKER REPRESENTATIONS AND WARRANTIES**

By using the Coeo Service, you represent and warrant the following:

- If you use the Coeo Service on behalf of a company or other organization, you represent and warrant that you are authorized to bind such company or organization to these Broker Terms and to act on behalf of such company with respect to any actions you take in connection with the Coeo Service.
- You agree to respond promptly and completely to requests from Coeo for additional information that Coeo deems necessary to determine your authority to act on behalf of a company or organization. Coeo may suspend or terminate your access, and your company or organization's access, to the Coeo Service and your account if Coeo has reason to believe that you are not authorized to act on behalf of the company or organization for whom you claim to be acting in connection with the Coeo Service.
- You, and any other Person who is controlled by you and/or you are responsible for, having active, unencumbered, up-to-date agent and/or broker licenses and have properly disclosed any license numbers you hold.
- You commit to having all rights to the photograph(s), picture(s) and video(s) which you submit to Coeo.

- Certain portions of the services provided by Coeo may allow Brokers to upload or otherwise provide Coeo images, company logos, photographs, videos, data, text and/or other marketing content (“**Marketing Materials**”). By uploading or otherwise providing Marketing Materials to the Coeo website, you (i) represent that you own all right, title, and interest in and to the Marketing Materials and (ii) grant Coeo an irrevocable, perpetual, royalty-free worldwide license to: (a) use, copy, market, distribute, transmit, publicly display, publicly perform, reproduce, edit, modify, prepare derivative works of or incorporate into other works, and translate your Marketing Materials, in connection with Coeo’s marketing services, or in any other media; and (b) sublicense these rights, to the maximum extent permitted by applicable law. Coeo will not pay you for your Marketing Materials or to exercise any rights related to your Marketing Materials set forth in the preceding sentence. Coeo may remove or modify your Marketing Materials at any time. You are solely responsible for all Marketing Materials made through your account(s) on the Coeo website. For all Marketing Materials, you represent and warrant that you are the creator and owner of the Marketing Materials, or have the necessary licenses, rights, consents, and permissions (including all permissions required under applicable privacy and intellectual property law) to authorize Coeo and other users to access and use your Marketing Materials as necessary to exercise the licenses granted by use under these Broker Terms. You hereby release Coeo and his or her legal representatives and assigns from all claims and liability relating to said Marketing Materials;
- all Space you offer for booking hereunder is for commercial use only;
- you have sufficient rights in and to the Space to participate in the Coeo Service as a Broker, including any applicable permits, state licensing laws and your participation in the Coeo Service as a Broker will not violate or result in the breach of any agreement between you and any third party, including any lease agreement, mortgage, or other agreements relating to the Space;
- by inviting third parties to the Coeo Service, you have all the necessary rights, power and authority to do so; and
- you have not, and will not, misrepresent your relationship with Coeo to any third party and will not make any warranty or representation on behalf of Coeo.

#### **IV. RELEASE**

In addition to the release and Limitation of Liability set forth under the Terms of Use, you hereby unconditionally release Coeo from any loss, liability, claim, demand, damage, costs and expenses, including reasonable attorneys’ fees, which you now have or have ever had against Coeo relating in any way to your use of the Coeo Service, including (without reservation) any fines or penalties imposed upon Coeo by any governmental, regulatory, or quasi-governmental body.

## V. INDEMNIFICATION

In addition to the Indemnity set forth under the Terms of Use, you agree to defend, indemnify and hold Coeo harmless, including Coeo's subsidiaries, affiliates, and all of its respective officers, agents, partners, and employees from and against any loss, damage, liability, penalty, fine, claim, or demand (including reasonable attorney's fees and expenses) made by any third party, including (without reservation) any governmental, regulatory, or quasi-governmental body, relating to or arising out of: (i) breach of Your representations and warranties set forth in these Broker Terms; (ii) Your violation of the rights of a third party; (iii) any overt harmful act toward any other User or Guest with whom You have connected via the Coeo Service; (iv) any lapse, failure, violation, censure, admonishment of any real estate, broker, or related licenses held by You, (v) any violation of applicable law in connection with the Space, and (vi) a breach of any term, covenant, or condition of the Broker Space Contract.

If you are prohibited by law from entering into the indemnification obligation above, then you assume, to the extent permitted by law, all liability for all claims, demands, actions, losses, liabilities, and expenses (including attorneys' fees, costs and expert witnesses' fees) that are the stated subject matter of the indemnification obligation above.

Coeo is under no obligation to edit or control your Marketing Materials or the Marketing Materials of any other Broker and will not be in any way responsible or liable for any Marketing Materials. You agree to indemnify and hold harmless Coeo, without limitation, for any action, claim, demand, dispute, and litigation (or any such threat thereof) for your Marketing Materials or the Marketing Materials of any other Broker. Coeo may, however, at any time and without prior notice, screen remove, edit, or block any Marketing Materials on the Coeo website, including Marketing Materials, that in Coeo's sole judgment violate these Terms and Conditions of Use or are otherwise objectionable. You understand that when using the Coeo website, you may be exposed to Marketing Materials of other Brokers and acknowledge that Marketing Materials may be inaccurate, offensive, indecent, or objectionable. You agree to waive, and do waive, any legal or equitable right or remedy you may have against Coeo with respect to Marketing Materials. If notified by a Broker or any content owner that Marketing Materials allegedly do not conform with these Broker Terms (the "***Marketing Materials Notice***"), Coeo may investigate the allegation and determine in Coeo's sole discretion whether to remove the Marketing Materials, which Coeo reserves the right to do any time and without notice. All inquiries regarding any Marketing Materials Notice shall be sent to Coeo at [space@coeospace.com](mailto:space@coeospace.com). The subject line of the Marketing Materials Notice must begin with "ATTN: MARKETING MATERIALS NOTICE".

## V. RELATIONSHIP OF THE PARTIES; NO AGENCY

You are an independent contractor of Coeo. Neither party is the legal representative, agent, joint venturer, partner, employee or employer of the other party for any purpose whatsoever, and neither party has any right, power or authority to assume or create any obligation of any kind or to make any representation or warranty on behalf of the other party, whether express or implied, or to bind the other party in any respect.



## **CORRECTIONS**

There may be information on the Site that is incomplete, or contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, rating, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

## **ADDITIONAL DISCLAIMERS**

THE SERVICES OFFERED BY US ARE TO BE USED AT YOUR OWN RISK. YOU ARE PERSONALLY RESPONSIBLE FOR VERIFYING THE SUITABILITY FOR YOUR NEEDS. WE WILL NEVER, AND DO NOT RECOMMEND OR ENDORSE ANY SPECIFIC INFORMATION THAT MAY BE MENTIONED ON OUR SITE. WE DO NOT ACTIVELY SCREEN OR VERIFY THE ACCURACY OF ANY OF THE INFORMATION AVAILABLE ON THE SITE. THE CONTENT, CONTRIBUTIONS AND MATERIAL ON THE SITE IS FOR INFORMATIONAL PURPOSES ONLY, AND IS NOT INTENDED AS NOR SHALL BE A SUBSTITUTE FOR OBTAINING PROPER PROFESSIONAL CARE OR ADVICE.

ANY FINANCIAL INFORMATION THAT MAY BE AVAILABLE TO YOU THROUGH YOUR USE OF THE SITE IS NOT, AND SHOULD NOT BE CONSTRUED AS, ANY RECOMMENDATION OR ENDORSEMENT AS TO ANY FINANCIAL INVESTMENT, ADVISOR OR OTHER SERVICE OR PRODUCT. FOR THE AVOIDANCE OF DOUBT, WE ARE NOT ENGAGED IN PROVIDING PROFESSIONAL ADVICE RELATING TO THE PURCHASE, SALE, OR LEASING OF RESIDENTIAL OR COMMERCIAL REAL ESTATE BY MEANS OF THE SITE OR OTHERWISE. YOU SHOULD SEEK INDEPENDENT PROFESSIONAL ADVICE FROM A COMPETENT PERSON WHO IS LICENSED IN THE APPLICABLE AREA BEFORE ACTING OR RELYING UPON ANY INFORMATION CONTAINED WITHIN THE SITES.

THE INFORMATION PROVIDED ON THE SITE IS NOT INTENDED FOR DISTRIBUTION TO OR USE BY ANY PERSON OR ENTITY IN ANY JURISDICTION OR COUNTRY WHERE SUCH DISTRIBUTION OR USE WOULD BE CONTRARY TO LAW OR REGULATION OR WHICH WOULD SUBJECT US TO ANY REGISTRATION REQUIREMENT WITHIN SUCH JURISDICTION OR COUNTRY. ACCORDINGLY, THOSE PERSONS WHO CHOOSE TO ACCESS THE SITE FROM OTHER LOCATIONS DO SO ON THEIR OWN INITIATIVE AND ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAWS, IF AND TO THE EXTENT LOCAL LAWS ARE APPLICABLE.

THESE BROKER TERMS ARE INTENDED FOR USERS WHO ARE AT LEAST 18 YEARS OLD. PERSONS UNDER THE AGE OF 18 ARE NOT PERMITTED TO USE OR REGISTER FOR THE SITE.