

LICENSED BROKER/AGENT TERMS

These Licensed Broker/Agent Terms (“**Broker Terms**”) form a part of and supplement the Terms of Use of Coeo Space LLC, 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. 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.