

## 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/agreements/coeo\\_host\\_terms.pdf](https://coeospace.com/agreements/coeo_host_terms.pdf) (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/agreements/coeo\\_broker\\_terms.pdf](https://coeospace.com/agreements/coeo_broker_terms.pdf) (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://coeospace.com/privacy-policy/> (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 September 17th, 2019