

# HOST TERMS

The following additional terms and conditions are part of the Terms of Use, specifically govern the use of the Service by Hosts. The Terms of Use and these Host Policy Terms (collectively, the “Host Terms”) together govern each Host’s use of the Service. Any defined terms used but not defined in these Host Terms shall have the meaning ascribed to them in the Terms of Use.

## REPRESENTATIVE

If you use the 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 Service. You agree to respond promptly and completely to requests from Myspot for additional information that Myspot deems necessary to determine your authority to act on behalf of a company or organization. Myspot may suspend or terminate your access, and your company or organization’s access, to the Service and your account if Myspot 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 Service.

## ROLE AND RESPONSIBILITIES OF THE PLATFORM

FMP offers the Service as a platform to connect Hosts and Guests and facilitate the booking of Spaces between the Hosts and Guests through the Platform Myspot. You understand and agree that FMP **does not act as an insurer or as a Guest’s 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 with such Guest is between you and the Guest and FMP is not a party to that agreement, even if that agreement consists of [FMP’s Host-Guest Service Agreement \(ANNEX 1 of the platform Terms of Use\)](#).

## ROLE AND RESPONSIBILITIES OF THE HOST

**As a Host**, you agree to abide by the following Host policies:

- **You are solely responsible for maintaining the Space in safe condition** and in compliance with all applicable laws, regulations and ordinances and any applicable building requirements.
- **You are solely responsible for ensuring that the Space is clean and ready** to use at the start of each reservation period.
- **You are solely responsible for ensuring that the booking of the Space** through the Service **does not violate any lease or other agreements** relating to Space or any building policies.

- If you approve a booking of your Space to begin at a specified time or on a specified date, **you shall ensure that the Space is available to the Guest** at that time or on that date. In the event the Space is not available to the Guest at that time or on that date, you shall make available to the Guest at the originally scheduled time and date another space in the same building of equal or larger size and similar configuration for the same Fee.

### RATINGS

Both Guests and Hosts may submit feedback to the 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 FMP 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 FMP from any and all claims, causes of actions, obligations or liabilities arising from or relating to such ratings and reviews.

### FEES AND PAYMENTS (FOR THE HOST)

As a **Host**, you are **solely responsible for establishing the Fee for your Space** through the Service. **You are the solely responsible to set your price per reservable resource (including all the applicable taxes).**

For the European entity the Host understands and accepts the **is necessary the registration of its entity to the VIES - VAT Information Exchange System.**

Changes to the Fee for Hourly Reservations will not affect the amount billed for Hourly Reservations that have already been booked, even if such Hourly Reservations have not yet begun.

Changes to the Fee for Monthly Reservations will not affect the amount billed during the Term for Monthly Reservations that have already been booked.

**For renewals, changes to the Fee for Monthly Reservations will take affect the first full month beginning at least 60 days after the change is made through the Service.** You **MUST** notify FMP of a change to any Fee through the Service. Notifying the Guest directly is not sufficient and will not increase the Fee through the Service.

Under the Myspot Billing Option, **FMP will collect on your behalf as your limited payment collection agent the following Fees (the “Fees Collected”):**

- for Hourly/Daily Reservations, the Fees for Hourly/Daily Reservations that were (i) completed or (ii) cancelled but not fully refunded under the Cancellation Policy,
- for Monthly Reservations, the Fees for Monthly Reservations that were (i) started, (ii) renewed or (iii) cancelled but not fully refunded under the Cancellation Policy, and
- for every transaction, the payment processing fees defined by the “Payment Processor” provider.

If a Host elects to use the payment processing capabilities of the Service, the Host agrees as follows:

- **Host understands that FMP has engaged a third-party service to provide credit card and transfer processing services** (“Payment Processor”),
- Host consents to the provision of such services by such Payment Processor,
- Host understands and agrees that the Company and the Payment Processor will charge certain standard fees for the provision of such payment processing services (including Taxes).

Payment processing services are subject to the Stripe Connected Account Agreement, which includes the Stripe Terms of Service (collectively, the “[Stripe Services Agreement](#)”). By agreeing to these Terms and/or by using any credit card processing services via the Service, User agrees to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time.

The Host accepts to create its own account in Stripe portal, allowing the payment to be processed and directly connected with the Host’s bank account.

**FMP will pay you, through Myspot, the difference between the Fees Collected and Service Charges** due (the "Amount Due"), including the payment processing fees and related taxes, within 15 days after the end of month in which the Fees were collected except for Monthly Reservations that start or renew on the first day of the month. **For Monthly Reservations that start or renew on the first day of the month, FMP will pay the Host the Amount Due within 15 days after the start of the month.**

**The “Service Charges” and other terms are set forth in the Pricing Addendums at the end of these Host Terms (the “Host Pricing Addendums”)** applicable to the Territory in which the Space is located and the type of reservation. You agree to pay the Service Charges.

If the Service Charges exceed the Fees Collected, FMP will invoice the Host for any amount owed by the Host that exceed US\$250 and the Host shall pay such amounts within 30 days after invoicing.

FMP reserves the right to withhold payment to your account of any amounts otherwise due to us under these Host Terms, or any amounts due as a result of a breach of these Host Terms by you, pending FMP 's reasonable investigation of such breach. In addition, FMP may withhold or deduct from amounts to be paid to a Host in connection with these Host Terms any charges or fees that are disputed or otherwise not paid by a Guest or a credit card company or other payment provider, and FMP may charge you (and you shall pay) any such amounts in the event that FMP has already paid such amounts to you.

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### TAXES

**You agree to pay all applicable taxes or charges imposed by any government entity in connection with your use or FMP 's provision of the Service.** Specifically, you are responsible for any sales or value-added taxes or charges imposed by any government entity in connection with your use or FMP 's provision of the Service. Where such taxes apply, you may choose to provide sales or value-added tax information to FMP, and, if you provide such information, FMP will calculate and add the specified sales or value-added tax to the listed Fees and will collect the specified sales or value-added tax along with the Fees Collected (the "Calculated Sales Tax"). Following such collection, FMP will report and remit the Calculated Sales Tax to the applicable Host when paying the Amount Due. **The Host remains the solely responsible for the correct calculation and payment of any applicable taxes or regulation compliance.**

### PAYMENT AND CONTACT INFO:

To ensure proper payment, **you are solely responsible for providing and maintaining accurate contact and payment information associated with your account**, which includes without limitation applicable tax information, and you shall keep complete and accurate records regarding Space usage and payment by Guests. FMP may audit such records upon reasonable notice to confirm proper payment hereunder and otherwise confirm compliance with these Host Terms. If FMP believes that it is obligated to obtain tax information and you do not provide this information after being requested to do so, Myspot may withhold your payments until you provide this information or confirm in a manner that is satisfactory to FMP that you are not a person or entity from whom FMP is required to obtain tax information. Any bank fees arising from any error or omission in your payment information or contact information may be deducted from your payments.

### DISPUTE:

If you dispute any payment made hereunder, you must notify FMP in writing within 30 days of any such payment; failure to so notify FMP shall result in the waiver by you of any claim relating to any such disputed payment.

### USE BY FMP EMPLOYEES AND CONTRACTORS

Each Host authorizes FMP support personnel to use the Spaces through the Service as needed for purposes of testing and operational support, and FMP may grant FMP Visas to its employees and contractors in connection therewith. Any use of the Spaces through the Service by FMP support personnel as needed for purposes of testing and operational support shall require approval of the Host, shall be subject to availability, and shall be at no charge.

## ADDITIONAL REPRESENTATIONS AND WARRANTIES

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

- any Space you offer for booking hereunder is free of any known conditions or defects that would pose a hazard to or risk the safety of any Guest; and
- you have sufficient rights in and to the Space to participate in the Service as a Host, including any applicable permits, and your participation in the 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 agreement relating to the Space.

## RELEASE

You hereby unconditionally release FMP from any loss, liability, claim, demand, damage, costs and expenses, including reasonable attorneys' fees, which you now have or have ever had against FMP relating in any way to your use of the Service.

You hereby acknowledge that you are aware of California Civil Code Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

With full awareness and understanding of the above provisions, you hereby waive any rights you may have under Section 1542, as well as under any other statutes or common law principles of similar effect.

## REFERRAL FEE

You can contact the Myspot Team communicating the list of Hosts (ready to sign the agreements), and Guests (ready to register as a member). Myspot Team will create the user accounts already connected to you with a unique link ("Referral Link").

Myspot Team can, also, provide you with the unique link (a "Referral Link") for you to distribute to potential hosts or guests via the Service. Either solution will create the conditions for:

**Guest referrals:** If a third party who does not already have a Myspot account connected with your Referral Link (a) register for the Service as a Guest, and (b) books and pays for an Eligible Reservation (as defined below) via the Service within twelve (12) months after registration (hereafter, "Eligible Guest"), then such third party shall be considered a "Referral" and you will be eligible for a Referral Fee as described below. If multiple hosts claim the same Referral, FMP shall have the right to determine in its sole discretion which Host will be entitled to the applicable Referral Fees. No

Referral Fees will be paid for bookings on any account owned or controlled by you or your affiliates.

**Venue referrals:** If a third party who does not already have a Myspot account connected with your Referral Link (a) registers for the Service as a Host, and (b) lists a new venue via the Service within twelve (12) months after registration, and (c) an Eligible Reservation (as defined below) is booked and paid for at the venue within twelve (12) months after registration (hereafter, “Eligible Venue”), then such third party shall be considered a “Referral” and you will be eligible for a one-time Referral Fee, as described below, for each new venue listed and booked, payable on the first time the new venue is booked. If multiple hosts claim the same Referral, FMP shall have the right to determine in its sole discretion which Host will be entitled to the applicable Referral Fees. No Referral Fees will be paid for new venue listings on any account owned or controlled by you or your affiliates.

**Referral Fee:** For each Referral, FMP will pay you, through the Service, a referral fee of \$100 for any Eligible Reservations booked by the Referral as a Guest or at a New Venue (“Referral Fee”).

**“Eligible Reservation” means (only) a Monthly Reservation booked under the Myspot Billing Option. (Hourly bookings are not Eligible Reservations.)** FMP will pay you any Referral Fees accrued on a monthly basis within 30 days after the end of each month in which payment in cleared funds is actually received by FMP for the applicable Eligible Reservation. FMP may apply as a credit against future Referral Fees any fees refunded for the applicable Eligible Reservation.

You shall be responsible for payment of any and all national, state, and local taxes and charges arising from or imposed on the Referral Fees. FMP may change the Referral Fees at any time in its sole discretion. To comply with IRS regulations, FMP will issue a Form 1099; you may be required to provide your taxpayer identification number and report the total referral bonus you earned for any tax year in which you receive more than \$600 in cash for referring new guests or hosts/venues, and if you claim referral fees you agree to provide this information.

## GOVERNING LAW, ARBITRATION

**THIS SECTION REFERS TO 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 IN THE SECTION [ARBITRATION INCLUDED IN THE TERMS OF USE OF THE PLATFORM](#).**



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### DEFINITIONS

Any defined terms used but not defined in these Host Terms shall have the meaning ascribed to them in the Terms of Use, [ANNEX 2 – DEFINITIONS](#).

Last revised on April 10, 2024.

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