



TERMS & CONDITIONS OF USE



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TERMS & CONDITIONS

GENERAL TERMS AND CONDITIONS OF USE

The following terms and conditions ("Terms of Use") govern the use of the website (the "Site"), any Myspot mobile device software applications (the "Mobile Software"), and any related services (together with the Site and Mobile Software, the "Service") made available by the eFM Group, and its Subsidiaries ("us", "we", "eFM SpA", "eFM", "eFM North America", "Facility Management Planners Inc.", or "FMP"). 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 ("Myspot", "Platform Service", "Hubquarter Network", "Marketplace Service") THROUGH WHICH HOSTS (DEFINED BELOW) MAY CREATE LISTINGS FOR SPACES (DEFINED BELOW), AND GUESTS (DEFINED BELOW) MAY LEARN ABOUT AND BOOK SPACES DIRECTLY WITH THE HOSTS. YOU UNDERSTAND AND AGREE THAT FMP IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN HOSTS AND GUESTS, NOR IS FMP A REAL ESTATE BROKER, AGENT OR INSURER, EVEN IF GUESTS AND HOSTS USE THE SPACE LICENSE AGREEMENT (AS DEFINED BELOW) FOR THEIR AGREEMENT.

FMP HAS NO CONTROL OVER THE CONDUCT OF HOSTS, 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 OR THE [HOST-GUEST SERVICE AGREEMENT \(ANNEX 1 of this document\)](#), NO PORTION OF THE FEES WILL BE 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.

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 offer for booking or otherwise make available their Space through the Service are referred to as "Hosts."

CONTACT INFO

In connection with registering for, using or participating in the Service (whether as a Guest, Host and/or Professional), you agree to (i) provide accurate, current and complete information about you and your organization as requested by Myspot ("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 Myspot, 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.

TRANSACTIONS

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 Professional 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 FMP does not itself own or operate any Spaces nor does it sell, resell, furnish, provide, rent, re-rent, manage or control any Spaces, and FMP does not act as an agent or broker for any Host or any Guest. Instead, FMP provides the Service as a platform and its responsibilities are limited to:

- i. facilitating the availability of the Site, Mobile Software and the Service to allow Guests, Hosts and Professionals to transact and communicate directly with one another, and
- ii. serving as a limited payment collection agent if elected to do so by the Host under the terms of the section heading "Payment," below. FMP is not party to transactions or communications between Guests, Host and Professionals, other than to the limited extent set out in these Terms of Use. In addition, FMP does not screen Hosts, Guests or Professionals, or the Spaces themselves – each Host 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. FMP has no control over the quality, suitability or availability of any Space, or over the

reliability, integrity or conduct of any Host, Guest or Professional. Notwithstanding these Terms of Use or the Host Terms, to the extent that FMP offers Space through the Service as a Host, it is subject to the terms applicable to Hosts.

AGREEMENTS BETWEEN GUESTS AND HOSTS

By completing a reservation for a Space via the Service, each Guest acknowledges and agrees that it is entering into an agreement directly with the applicable Host, the terms of which are located in the "[Host-Guest Service Agreement](#)" ([ANNEX 1](#) of this document), and which include any and all additional terms, conditions and policies provided by the Host 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 (the "[House Rules](#)").

SERVICE:

Myspot may provide Users the ability to reserve spaces through a variety of reservation and billing programs, including but not limited to pay-as-you-go, subscription, and as part of a Team (the "Team"), managed by one or more managers (the "Team Manager(s)") where invited Users are grouped into a Team account. The Team Account is subject to the same Terms as Users.

The Service enables the User to pay for space use (the "Space Reservation") that may include hourly, daily, weekly or monthly charges (the "Space Use Charge").

The Service may charge Users and Hosts fees for use of the Service, including subscription, reservation, service, and late fees, as communicated to User by the Service.

FMP may provide subscriptions to its members (Guests) with a certain number of day pass credits per month valid between the Space's open and closing times ("Credit" or "Credits") to select Spaces in exchange for specified monthly membership fee (each, a "Membership", or "Plan" or a "Subscription").

You understand that the Membership has a monthly cycle (the "Cycle"), and that, unless otherwise agreed, the monthly Cycle applicable to the Service begins and renews as of the monthly calendar date on which the Service was initially activated (e.g. if You acquire Service as of the 5th of the month, the Membership will last until the end of business on the 4th of the following month). Additional terms applicable to such Membership may be detailed on the Site. Each Membership will be valid for one calendar month and can be used only to make reservations at Spaces on days Spaces are open and have available reservations.

FMP may choose, at its sole discretion, to offer rollover Credit features for unused Credits, as noted in the Membership descriptions, rolling select unused Credits into the following month, transferring them during plan changes, setting caps on how many unused credits may be saved, or expiring unused credits over time. The Service does not include any guarantee of any minimum number of reservations, and FMP may elect to offer or rescind any of the foregoing Credits at any time.

Company may choose to offer Guest Credit features that enable You to assign a limited number of Your Credits to a Guest who will be subject to this Agreement by accepting your invitation. Guest Credits are assigned to specific persons, and may not be reassigned to another person by You or your guest.

Memberships are put on hold if the monthly fee is not paid or cannot be charged due to a billing Cycle, and any unused Credits you may have accumulated from previous subscription Cycles may not be usable by You until the billing issue is resolved and your Subscription is reinstated. Company may cancel your account and delete any unused Credits you may have accumulated after a period of time determined by Company in the course of resolving a billing issue. No refunds will be provided for unused Credits; any unused Credits are forfeited upon cancellation of Your Myspot Membership.

If You are a company or similar entity, and You purchase a Myspot Plan for an employee of Yours, You agree that each such Plan will be assigned to a specific employee, and cannot be reassigned to any other employee. No Myspot Plan can be assigned to non-employees absent the specific agreement of the Company.

No refunds will be made for partial Myspot Membership Cycles – all cancellations apply to and take effect as of the end of the applicable monthly Myspot Membership Cycle. Myspot Plan charges will automatically renew on a monthly basis unless terminated by the User in advance of the end of the Cycle, which prevents Membership renewal at the end of the Cycle.

PAYMENTS (FOR THE GUEST):

As a Guest, 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, including any applicable Service Fees. All Fees and charges paid by Users in connection with the Service are non-refundable, except as expressly stated otherwise in these Terms of Use. FMP may change the Fees and Service Fees at any time in its sole discretion.

If you are a Guest and you have been duly authorized to book the Space by the Host, 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 offering for such Space (the “Fee”) based on the type of reservation booked (as defined in the [Host-Guest Service Agreement, ANNEX 1](#) of this document).

Guests are responsible for paying all applicable taxes associated with your use of the Service. In exchange for the use of the Service, the Guests agree that FMP will process, through Myspot, payments on your behalf and be the Host’s limited payment collection agent, and the Fees paid shall be considered the same as a payment made directly to the Host.

For Memberships, FMP will process payment for the monthly fee on the first day of the Cycle. For Space Reservations, FMP will process payment for the applicable reservation within 2 hours after the reservation ended. The Guest will be charged the Fees for the total time reserved, as set forth in the offering for the Space. Any changes you make to your reservation after it is made may result in an adjustment to the Fees

for the reservation subject to the Cancellation Terms (defined in the [Host-Guest Service Agreement, ANNEX 1](#) of this document). In the event you use the Space for longer than the amount of time you booked for your reservation, the applicable Host may adjust the Space Use Charge for your reservation based on your actual use of the Space. If a Guest believes a change to your Space Use Charge made by a Host was in error, the Guest may request a refund by providing notice to FMP through the Service. FMP may provide the Guest, through Myspot, a full or partial refund, after a thorough review with the Host, as determined at FMP's sole discretion. Additionally, any associated Fees may also be partially or fully refunded solely at FMP discretion. Upon any change to a payment method or each reservation request, Myspot may seek authorization of the selected payment method via credit card or bank authorization to verify the payment method, ensure the reservation cost will be covered, and protect against unauthorized behavior. The authorization is not a charge, however, it may reduce the available credit by the authorization amount until the bank's next processing Cycle. Should the amount of our authorization exceed the total funds on deposit in the account, the account may be subject to overdraft or NSF charges by the bank issuing the debit or check card. We cannot be held responsible for these charges and are unable to assist in recovering them from the issuing bank.

CREDIT CARD INFORMATION AND CHARGE PROCESSING:

Payment details the Guest provides will be encrypted using secure sockets layer (SSL) technology before they are submitted over the internet. Payments made on the Service are made through our payment gateway provider, Stripe, Inc. (www.stripe.com). The Guest will be providing credit or debit card information directly to Stripe which operates a secure server to process payment details, encrypting credit/debit card information and authorizing payment. Information supplied to Stripe are not within FMP control and are subject to Stripe's own privacy policy and terms and conditions. FMP access to credit card information and payments are limited to the access described in the Privacy Policy.

Credit card 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.

Guest must maintain a valid credit card on file in order to maintain a Myspot Membership and use the Service. By providing such information and using the Service, User understands and agrees that FMP (and/or the third party service provider, as applicable) may process charges for payments so initiated by the User in accordance with the Fees and rates that are then in effect.

Each User will indemnify, defend, and hold FMP harmless from any breach of credit or debit card processing and/or issuing agreements, and/or violation of applicable law.

CANCELLATION POLICY:

The Cancellation Policies are described in the section entitled "Cancellation" included in the "[Host-Guest Service Agreement](#)" ([ANNEX 1](#) of this document);

PRIVACY:

Use of the Service is also governed by our Privacy Policy, a copy of which is located in 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 eFM Group, 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 a collection of Space listings via the Service (a "Collection"), 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 a Collection, you may not publish or otherwise distribute Site Content, including via the Internet or any intranet or extranet site, or incorporate the Site Content in any other database or compilation (other than in a Collection). 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 FMP or its licensors that are not expressly granted in these Terms of Use are reserved to FMP 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, your Space (a "Profile"). Your Profile will display to other Users certain aspects of your Registration Data and other content about you or your company or your organization including, if you are a Host, your Space, that you upload or otherwise provide to Myspot 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 Myspot 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. You understand and agree that Myspot 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 FMP believes violates these Terms of Use. Myspot has no backup or storage 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 Myspot.

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

When you post User Content to the Site, you grant to FMP 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.

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 Myspot;
- 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, veteran status, disability, sexual orientation, gender identity or expression, age or any other characteristic protected by applicable law;
- 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 FMP, 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 FMP, is objectionable or which restricts or inhibits any other person from using the Site, or which may expose Myspot 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 FMP 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.

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 FMP. 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, FMP 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.

FMP 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 and 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 and Play Store. You acknowledge and agree that these Terms of Use are solely between you and FMP, not Apple or Play Store, and that Apple and Play Store have no responsibility for the Mobile Software or content thereof. Your use of the Mobile Software must comply with the App and Play Store Terms of Service.

COPYRIGHT POLICY:

FMP respects the intellectual property rights of others and expects Users of the Service to do the same. Myspot 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



TERMS & CONDITIONS OF USE



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 FMP'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, FMP may also terminate a User's account if the User is determined to be a repeat infringer. FMP's designated copyright agent for notice of alleged copyright infringement appearing on the Services is:

Facility Management Planners, Inc.

550 W B St 4th Floor

San Diego, CA 92101

www.fmpca.com

DISCLAIMERS:

FMP 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. FMP 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. FMP 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 FMP be responsible for any 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.

FMP PROVIDES THE SERVICE, INCLUDING ALL CONTENT THEREIN, TO HOSTS, GUESTS AND PROFESSIONALS "AS IS," AND, EXCEPT AS PROVIDED HEREIN, AND FMP 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. FMP CANNOT GUARANTEE AND DOES NOT PROMISE TO HOSTS, GUESTS AND PROFESSIONALS, AND HOSTS AND PROFESSIONALS CANNOT GUARANTEE AND DO NOT PROMISE TO GUESTS,

ANY SPECIFIC RESULTS FROM USE OF THE SERVICE OR A SPACE. WITHOUT LIMITING THE FOREGOING, FMP DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE, CONTENT OR MATERIALS MADE AVAILABLE THROUGH THE SERVICE ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE; FMP 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 FMP 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 FMP 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 FMP 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 FMP 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 PROFESSIONAL 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, FMP'S 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 FMP 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:

FMP 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, the [Host-](#)

[Guest Service Agreement, ANNEX 1](#) of this document (including any applicable [House Rules](#)) or violate any other rules that govern the use of the Service, (ii) your conduct may harm FMP or others or cause FMP or others to incur liability, (iii) you receive negative feedback from other Users, or (iv) as otherwise determined by Myspot in its sole discretion. If we terminate or suspend your account or ability to use the Service, (a) any pending or accepted future reservations as either Guest or Host will be immediately terminated; (b) we may communicate to your Guests or Hosts that such reservations have been cancelled; (c) for Hosts, we may refund your Guests in full for any and all confirmed reservations; (d) you will not be entitled to any compensation for reservations that were cancelled as a result of a suspension or termination of your account; and (e) for Professionals, you will not be entitled to any Referral Fees (as defined in the Professional Terms) for reservations that end after the suspension or termination of your account.

FMP 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 FMP.

You may terminate your Myspot account at any time by providing FMP 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 FMP at any time after your termination of your account. Notwithstanding anything herein to the contrary, upon termination of your account, Myspot will remove your Profile and cease displaying your Profile Content, including your Space listings if you are a Host and your Collections, 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 FMP relating in any way to these Terms of Use, Host Terms 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”)

The following sections describe the “Arbitration Agreement” application to each activated Territory.

TERRITORY: USA AND CANADA

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 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 FMP 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 FMP Inc. of your intent to arbitrate ("Notice"). The Notice to FMP should be sent by sending the Notice by registered or certified mail to 550 W B St 4th Floor, San Diego, CA 92101. 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 Santa Clara, California, 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 FMP will pay for your reasonable filing, administrative, and arbitrator fees if your claim for damages does not exceed \$50,000 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 FMP and you are an individual, you may opt out of this Arbitration Agreement by sending an email to: AMMINISTRAZIONEEFM@PEC.IT 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 MEMBER 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 FMP

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 California, United States of America, without regard to or application of its conflict of law provisions or your state or country of residence. 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 harmless FMP, its officers, directors, employees, successors, affiliates and assigns from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorneys' fees, arising out of or in connection with any 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-Guest Service Agreement \(ANNEX 1 of this document\)](#), the [Host Terms](#), or of any law or the rights of any third party.

MISCELLANEOUS:

These Terms of Use, the [Host Terms](#), and the [Privacy Policy](#) constitute the entire agreement between you and FMP regarding the use of the Service and supersede any prior agreements between you and FMP relating to your use of the Service. The failure of FMP to exercise or enforce any right or provision of these Terms of Use or the [Host 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 or the [Host 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 or the [Host Terms](#) or the rights and obligations hereunder or thereunder to any third party.

Last revised on April 10, 2024.

TERMS & CONDITIONS OF USE
ANNEX 1 – HOST-GUEST SERVICE AGREEMENT

ANNEX 1:

HOST-GUEST SERVICE AGREEMENT

This Space Use Service Agreement (“License” or “Agreement”) is made as of the Agreement Time between the Host and the Guest for use of the Space located in the Building.

The Host and Guest agree as follows:

- **License or Service.** Subject to the terms and conditions of this Agreement, the Host grants Guest a non-transferable license to occupy and use the Space in the Building (the “License”) during the Term and the Guest accepts such License.
- **House Rules.** During the Term, the Guest agrees to accept the terms, conditions, and policies provided by the Host relating to the use of the Space, including building security procedures, IT access and use procedures, maximum occupancy limitations, specific state law requirements and other terms or procedures provided by the Host (the “[House Rules](#)”). The [House Rules](#) may be revised and amended by the Host without the prior consent of, or notice to, the Guest.
- **Payment.** The Guest agrees to pay the Fees, Charges, Deposits, and Taxes for use of the Space to the Marketplace Service (or to the Host in case of necessity) on behalf of the Host.
- **Definitions.** Capitalized terms used and not otherwise defined in this Agreement or the Exhibit and Schedules shall have the meanings set forth in the Section entitled "Definitions" below.
- **Entire Agreement.** This Agreement (including the Exhibits) constitutes the entire agreement between the Host and the Guest regarding the use of the Space and supersedes any prior agreements between the Host and Guest relating to Guest's use of the Space.

In the event of any conflict between the terms and conditions of the [House Rules](#) and the Host-Guest Service Agreement, as applicable, the terms set forth in the [House Rules](#) shall control.

COMPLIANCE

You agree to abide by and cause your employees, agents, guests, invitees, contractors and subcontractors ("Invitees") to abide by this Agreement and any applicable [House Rules](#) provided by the Host.

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POSSESSION AND DELIVERY

The Space is accepted by the Guest in its “as-is” “where-is” condition and configuration.

- **For Hourly/Daily reservation:** If, for any reason, the Host is unable to provide use of the Space at the anticipated beginning of the Term, you shall have the right to cancel the License with no penalty and be entitled to a full refund of amounts paid.
- **For Monthly reservation:** If, for any reason, the Host is unable to provide use of the Space at the anticipated Start Date, you agree that the Term shall be automatically postponed until possession becomes available. Host’s failure to deliver possession of the Space shall not subject the Host to any liability for loss or damage, nor shall it affect the validity of the License. If the Host does not deliver possession of the Space within one week after the anticipated Start Date, the Guest shall have the right to cancel the License with no penalty and be entitled to a full refund of amounts paid.

WORKSPACE USE AND ACCESS

You agree to use the Space provided to you for general office purposes only and you may not use the Space to carry out any illegal activities or use the Space:

- a) in violation of law, the [House Rules](#), or any other reasonable regulations or rules adopted by Host during the Term, or
- b) for any immoral, unlawful, or objectionable purposes. Further, you shall not use or permit the usage of any illegal drug or substance and shall not make or permit any unreasonable or unnecessary noises or odors in or upon the Space or the Building.

You shall not commit, or suffer to be committed, any waste upon the Space or any nuisance (public or private) or other act or thing of any kind or nature whatsoever that may disturb the quiet enjoyment or cause unreasonable annoyance of any other occupants in the Building.

You agree not to exceed the Maximum Occupancy of the Space.

You shall not make alterations, additions or improvements to the Space, including the installation of lighting or any phone or data lines.

You shall not generate, store, install, dispose of or otherwise handle any hazardous materials in the Space, or in or around the Building, in any manner contrary to any applicable law. You shall be liable for the costs of any removal, clean-up and/or remediation of any hazardous materials released by you or your Invitees.

You agree that the Host has the right, to require that you relocate to another Space in the same Building of equal or larger size and similar configuration for the remainder of the Term, provided that the Fees for such new workspace are no greater than the Fees for your current Space.

The Host or its authorized representatives may enter the Space at any time. Unless there is an emergency, the Host will, as a matter of courtesy, try to inform you in



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ANNEX 1 – HOST-GUEST SERVICE AGREEMENT

advance when the Host needs access to the Space to carry out testing, repair or work other than routine inspection, cleaning and maintenance.

Repair work shall be done solely at the discretion of Host and the failure of Host, for any reason, to furnish any maintenance or repairs shall not render Host liable to you, constitute a constructive eviction, or give rise to a refund or abatement of Fees.

You shall not cause or permit any lien to be placed on the Space, the Building or the land underlying the Building. Any such lien shall be discharged by you within 10 days of you becoming aware of such lien.

GOOD CARE

You must take good care of and not damage, waste or make any changes to the Space or space leased or owned by the Host of which the Space is a part (the "Host Area"), or the Building. You shall not alter, add, replace, remove or damage any furnishings, equipment or other personal property located in, on or around the Space, the Shared Facilities, the Host Area or the Common Areas which is not owned by you or your Invitees ("Host Personal Property"). At the end of the Term, you must deliver the Space and all Host Personal Property to the Host in good condition, normal wear and tear excepted. If any damage (beyond normal wear and tear) to the Space or the Host Personal property should occur while in your care, custody or control, you agree to pay reasonable repair/replacement costs and to notify the Host immediately upon discovery of such damage occurring, but no later than 8 hours later. You are liable for any damage caused by you or your Invitees to the Space, the Shared Facilities, the Common Areas, the Host Personal Property or the Building.

YOU DISCLAIM AND WAIVE ALL WARRANTIES WITH RESPECT TO THE HOST PERSONAL PROPERTY, BOTH EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

COMMON AREAS

If available at the Building, you may also have access to and non-exclusive use of any portions of the Building designated for common use of tenants and others ("Common Areas"), as, and to the extent, described in the [House Rules](#). The Common Areas may be changed, relocated, altered, eliminated or otherwise modified at any time during the Term without the consent of, or notice to, Guest. Unless otherwise set forth in the [House Rules](#), the right to parking is not provided under this Agreement.

SHARED FACILITIES

If available at the Building, you may also have access to and non-exclusive use of any shared office equipment and kitchenettes (the "Shared Facilities") located near the Space on a first-come, first-served basis as, and to the extent, described in the [House Rules](#). The Host may make changes to the Shared Facilities from time to time during



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the Term including, without limitation, removal of all or portions of the Shared Facilities without your consent or notice to you.

KEYS AND SECURITY

Any keys or entry cards for the Space or the Building, which the Host lets you use, remain the Host's property at all times. You shall not make any copies of them or allow anyone else to use them without the Host's consent. Any loss of keys or entry cards must be reported to the Host immediately, and you must pay the cost of replacement keys or cards and or changing locks, if required by the Host.

You shall not place any additional locks or bolts of any kind upon any of the doors or windows of the Space or Building nor make any changes to existing locks or the mechanisms thereof.

NAME AND ADDRESS

You may only conduct business in your name. You shall not put up any signs on the doors to the Space or Building or anywhere else, which are visible from outside the Space you are using, or the Building. You can ask for that service directly to the Host and follow the [House Rules](#) the Host will provide you.

MAIL AND PACKAGES

Mail and packages may not be delivered to you at the Space or Building unless permitted by the [House Rules](#). The postal services may be subject to additional federal, state, and local requirements.

CONDUCT

You acknowledge that the Host is and will continue to be an equal opportunity employer and that the Host prohibits any form of discrimination in employment, against any of its employees (whether by its employees, its clients, including you, or others), including, on the basis of race, color, creed, religion, age, gender, marital status, sexual orientation, national origin, or disability, or other characteristics protected by law. In recognition of this policy, you and your officers, directors, employees, shareholders, partners, agents, representatives, contractors, customers, or invitees shall be prohibited from participating in any type of harassing or abusive behavior to employees of the Host or its affiliates, other clients or invitees, verbal or physical in the Building for any reason. You further agree, upon the request of the Host, to cooperate with the Host in its efforts to enforce and maintain its equal employment opportunity, non-discrimination and anti-harassment policies. The Host may immediately terminate this Agreement without cost or penalty if Guest or any of Guest's staff engage in any behavior that the Host deems is contrary to such policies.



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CONFIDENTIALITY

Both Host and Guest agree that during the Term and thereafter, the recipient of any non-public information of the other party that is designated as confidential or proprietary, that the receiving party knew or reasonably should have known was confidential or proprietary, or that derives independent value from not being generally known to the public (“Confidential Information”), will not at any time be disclosed to any person by such recipient or used for such recipient's own benefit or the benefit of anyone else without the prior express written consent of a corporate officer of the party that owns such Confidential Information. The parties agree that if there is a breach of this obligation by either party, the other shall have the right to request any remedy in law and/or equity including, but not limited to, appropriate injunctive relief or specific performance, as may be granted by a court of competent jurisdiction. Notwithstanding the foregoing, Guest accepts all risk to its intellectual property interests used in the Space, and neither Host nor its applicable landlord shall have any liability arising from, your disclosure (whether intentional or not) of any of your Confidential Information to any third parties present in or around the Space or the Shared Facilities.

NON-SOLICITATION

Neither Host nor Guest nor their respective employees and agents shall knowingly solicit, recruit, hire or otherwise employ or retain the employees of the other during the Term and for 90 days following its termination or expiration without the prior written consent of the other party. Either party may solicit or recruit generally in the media. Either party may hire, without prior written consent, the other party's employee who answers any advertisement or who voluntarily applies for hire without having been personally solicited or recruited by the hiring party.

DAMAGES AND INSURANCE

The Guest is responsible for any damage you cause to the Space or any Host Personal Property beyond normal wear and tear. The Host has the right to inspect the condition of the Space from time to time and make any necessary repairs. The Guest is responsible for arranging insurance for your personal property against all risks and for your liability to and for your employees and third parties and for maintaining any specific insurance set forth in the [House Rules](#). The Guest has the risk of damage, loss, theft or misappropriation with respect to any of your personal property and liability to and for your employees and third parties. The Guest agrees, as a material part of the consideration to be rendered to the Host under this Agreement, to waive any right of recovery against the Host, its directors, officers and employees for any damage, loss, theft or misappropriation of your property under Guest's control and any liability to and for your employees and third parties, including for injuries to you or your Invitees in or about the Space, and you agree to hold the Host exempt and harmless and

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defend the Host from and against any damage and injury to any such person or to such property, arising from Guest use of the Space or from Guest's failure to keep the premises in good condition and repair as provided in this Agreement. All property in your Space is understood to be under Guest and Host control.

PAYMENT

- **For Hourly/Daily reservation:** If there are Fees for the use of the Space during the Term, the Guest shall pay the Fees, Charges, and Taxes to the Marketplace Service on behalf of the Host (only in case of specific needs can be managed directly with the Host). The Fees, Charges, and Taxes are charged within the confirmation of the reservation and 24 hours after the end of the Term, and You shall maintain a minimum of one valid credit card in Your Service user profile until You receive receipt that full payment of Fees and Taxes is completed. If payment is not received within 24 hours of the start of the Term, the Host may, at the Host's discretion, terminate this Agreement without cost or penalty to Host.

- **For Monthly reservation:** During the Term, the Guest shall pay the Fees, and Taxes to the Marketplace Service on behalf of the Host. Upon the Agreement Date, the following are due and payable by the Guest (the "Initial Payment"):

- the Monthly Charge for the first full calendar month of the Term or a pro-rated portion of the Monthly Charge for the first partial month of the Term (if you start your Term after the first calendar day of the month),

For each following month of the Term, the Monthly Charge and any applicable Taxes are due and payable on the first day of the calendar month. If the Term ends before the last calendar day of the month, the pro-rated portions of the Monthly Charge and any applicable taxes for the final partial month of the Term are due and payable.

If applicable, the Host may also include additional 'one time' fees (the "Set Up", the "Deposit", and the "Incidentals") for services provided to Guest not included in the Monthly Charge. "Incidentals" may include but not limited to meeting rooms, photocopying, faxing, catering, etc. The "Set Up", the "Deposit" and "Incidentals" will be collected based [on House Rules of the Host](#) and paid by Guest directly to the Host.

If any payment due to Host is not received within 5 days of the due date, the Host may, at the Host's discretion, charge a late fee of 5% of the overdue amount or the Host may terminate this Agreement without cost or penalty to Host. All remaining Fees and Taxes for the remainder of the Term are immediately due and payable by the Guest.

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CANCELLATION

All Fees, Charges, and Taxes paid by Guests are non-refundable, except as expressly stated in this Agreement.

- **For Hourly/Daily reservation:** The Guest may cancel this Agreement under the Cancellation Policies selected by the Hosts for their workspaces and listed below. If you choose to cancel within the Cancellation Terms or more than one hour of the Agreement Time or after the start of the Term, no Fees, Charges, and Taxes will be refunded.

The Host may cancel this Agreement if a contract has been entered into for the sale of the Building.

The Host shall not cancel this Agreement except as provided in this Agreement.

Cancellation Policy

Hosts may set their Cancellation Policy per the following options:

- **Flexible 24-Hour Cancellation** – The Guest may cancel this Agreement within one hour of the Agreement Time or before 24 hours of the start of the Term and receive a full refund of the Fees and Taxes already paid.
 - **Moderate 7-Day Cancellation Policy** - The Guest may cancel this Agreement within one hour of the Agreement Time or before 7 days of the start of the Term and receive a full refund of the Fees and Taxes already paid.
 - **Moderate 14-Day Cancellation Policy** - The Guest may cancel this Agreement within one hour of the Agreement Time or before 14 days of the start of the Term and receive a full refund of the Fees and Taxes already paid.
 - **Extended 30-Day Cancellation Policy** - Guests may cancel their Booking until 30 days before the event start time and will receive a full refund of their Booking Price. Guests may cancel their Booking between 30 days and 7 days before the event start time and receive a 50% refund of their Booking Price. Cancellations submitted less than 7 days before the Event start time are not refundable.
 - **Strict No Cancellation Policy** - If The Guest choose to cancel this Agreement after the Agreement Time or after the start of the Term, no Fees or Taxes will be refunded.
- **For Monthly reservation:** All Fees and taxes paid by Guests are non-refundable, except as expressly stated in this Agreement.
The Host may cancel this agreement without cause on at least sixty (60) days notice prior to End Date. The Host may cancel this Agreement on at least sixty (60) days' notice if a contract has been entered into for the sale of the Building.
The Host shall not cancel this Agreement except as provided in this Agreement.

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Flexible Cancellation Terms

The Guest may cancel this Agreement within one day of the Agreement Date or at least 30 days before the Start Date.

If you choose to cancel after the Agreement Date plus one day, but less than 30 days before the Start Date, 50% of the Fees and Taxes shall be paid to the Host, but you are no longer obligated to pay the remaining Fees and Taxes for the Minimum Term. The Deposit will be fully refunded by the Host, if the Guest cancel before the Start Date. These conditions are handled directly by the Host because no payment has been made through the platform yet.

The Platform will process the payments (Monthly Fees and Taxes) at the Start Date of the agreement. After the Start Date, if you cancel the License before the Minimum Term, (a) no refund is available for the then-current calendar month and the next full calendar month and (b) 50% of the remaining unpaid Fees and taxes for the Minimum Term are immediately due and payable unless a default has occurred and is continuing, in which case, 100% of all remaining Fees and Taxes for the remainder of the Term are immediately due and payable by the Guest;

DEPOSIT

For the Monthly Reservation, the Deposit will be held by the Host during the Term as security for the performance by you of all of your obligations under this Agreement. The Host may apply any portion of the Deposit to amounts owed to the Host for (A) any damage to the Host Personal Property, the Space, the Host Area, the Shared Facilities, or the Building, (B) any overdue Fees or Taxes and/or (C) amounts Host may incur for any losses or costs arising out of your default under this Agreement (including any damage or deficiency arising in connection with the relicensing of the Space), in each case solely at the discretion of the Host. If, upon the expiration or earlier termination of this Agreement, you have fully complied with all terms of this Agreement and the [House Rules](#), remitted all amounts due and payable, and surrendered the Space and all keys, access cards, building passes and all other property provided to you by the Host (including the Host Personal Property), the Deposit shall be returned to you within 60 days after the expiration or earlier termination of the Term, less any amounts applied as described above. No interest will be paid on the Deposit except as may be required by law. If any portion of the Deposit is so used or applied by Marketplace Service or Host during the Term, then within 5 days after Host or Marketplace Service gives written notice to the Guest, the Guest shall deposit with Host cash in an amount sufficient to restore the Deposit to the original amount. Failure to do so will constitute a default under this Agreement.

RENEWAL

For the Monthly Reservation, if an End Date is specified, the License will terminate on the End Date with no automatic renewal.



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If no End Date is specified, Licenses shall automatically renew after the Minimum Term for additional one-month periods unless you give the Host or the Marketplace Service at least 30 days' notice prior to the end of the then current Term.

If the Host opts to change the Monthly Charge upon renewal, the Host will provide at least 60 days notice. There will be no additional Setup Fee for Services that renew.

If the Host opts not to renew the Service, the Host will provide at least 60 days notice.

DEFAULT

You shall be considered in default of this License if (A) you fail to pay when due all or any portion of the Fees or Taxes, if the failure continues for 5 days after notice to you, which notice shall be in satisfaction of and not in addition to any notice required by law (B) you fail to comply with any term of this Agreement, if the failure is not cured within 10 days after notice to you, or (C) you attempt to sublicense, assign or otherwise transfer any interest in this Agreement without Host's prior written consent.

Upon any default, the Host shall have the right without notice to terminate this Agreement, in which case you shall immediately surrender the Space and the Host Personal Property to the Host. If you fail to surrender the Space and/or the Host Personal Property, the Host may, in compliance with applicable law and without prejudice to any other right or remedy, enter upon and take possession of the Space and the Host Personal Property and you shall be liable for all past due Fees, Charges, and Taxes, all Fees, Charges, and Taxes due for the remainder of the Term, all costs incurred by Host to retake possession of the Space and Host's Personal Property, and other losses and damages which Host may suffer as a result of Guest's default.

In addition to the right to terminate this Agreement and collect damages, Host shall have the right to pursue any other remedy now or hereafter available at law or in equity.

INDEMNITY

Except to the extent caused by the negligence or willful misconduct of the indemnified party or such party's officers, directors, employees, representatives, contractors and agents, You agree to indemnify, defend and hold the Host, its landlord, if applicable, and any mortgagee harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorneys' fees, arising out of or in connection with your and your Invitees' use of a Space, Common Areas or Shared Facilities, or any violation of applicable law, this Agreement or [House Rules](#). Nothing contained in this Agreement shall be construed to create privity of estate or of contract between you and Host's landlord, if applicable.

DISCLAIMER

EXCEPT AS PROVIDED HEREIN AND IN ANY [House Rules](#), THE HOST IS PROVIDING ITS SPACE TO THE GUEST "AS IS," AND HOST DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SPACE, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES



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OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. HOST CANNOT AND DOES NOT GUARANTEE AND DOES NOT PROMISE TO GUEST, ANY SPECIFIC RESULTS FROM USE OF THE SPACE. HOST DOES NOT REPRESENT OR WARRANT THAT THE SPACE WILL MEET YOUR REQUIREMENTS; THAT THE SPACE MEETS APPLICABLE LEGAL STANDARDS OR IS SAFE AND SUITABLE FOR YOUR INTENDED USE.

LIABILITY

IN NO EVENT WILL HOST OR ITS LANDLORD OR THEIR RESPECTIVE DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES OR SUPPLIERS BE LIABLE TO GUEST OR ANY PARTY CLAIMING THROUGH GUEST, 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 THE GUEST'S USE OF THE SPACE, ANY CONTENT OR OTHER MATERIALS ON, ACCESSED THROUGH OR DOWNLOADED FROM THE MARKETPLACE SERVICE, OR GUEST'S USE OF THE SPACE, EVEN IF THE HOST IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HOST'S LIABILITY TO GUEST OR ANY PARTY CLAIMING THROUGH GUEST, FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE AMOUNT PAID FOR THE SPACE, 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.

YOU UNDERSTAND AND AGREE THAT MARKETPLACE SERVICE IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN GUEST AND HOST, NOR IS THE MARKETPLACE SERVICE A REAL ESTATE BROKER, AGENT, OR INSURER IN CONNECTION WITH THIS AGREEMENT. THE PARTIES SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS MARKETPLACE SERVICE FROM AND AGAINST ANY LOSS, LIABILITY, CLAIM, DEMAND, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR IN CONNECTION WITH ANY USE OF THE SPACE, OR ANY VIOLATION OF APPLICABLE LAW, THIS AGREEMENT OR [House Rules](#).

SUSPENSION OF SERVICES

The Host may by notice suspend the provision of services (including access to the Space) for reasons of political unrest, strikes, terrorism, Acts of God or other events beyond the Host's or the Host's landlord's reasonable control. This Agreement shall automatically terminate if the Space is rendered unusable as a result of a fire, other casualty or a condemnation. As between Host and Guest, all proceeds of any

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condemnation award shall belong to Host and all insurance proceeds of Host shall be retained by and belong to Host. The Host may also suspend the provision of services (including access to the Space) in the event the Space or the Building is being renovated or repaired, in which event you will be relocated to another space within the building, or if necessary, to another Building, all at the Host's reasonable cost.

SUBLICENSING

You may not sublicense, assign, transfer any interest in this Agreement or allow any third party to use any portion of the Space, the Shared Facilities or the Common Areas.

NO LEASE

YOU ACKNOWLEDGE THAT THIS AGREEMENT IS NOT A LEASE OR ANY OTHER INTEREST IN REAL PROPERTY. IT IS A CONTRACTUAL ARRANGEMENT THAT CREATES A REVOCABLE LICENSE. The parties do not intend to create a lease or any other interest in real property for the benefit of Guest through this Agreement. The Host retains legal possession and control of the Space assigned to Guest. The Host's obligation to provide space and services to Guest is subject, in all respects, to the terms of the Host's lease with the Host's landlord, if applicable. This Agreement and the License granted hereunder shall terminate simultaneously with the termination of the Host's master lease or the termination of the operation of the Host Area for any reason at no cost or penalty to Host. you do not have any rights under the Host's lease with its landlord, if applicable. When this Agreement expires or is earlier terminated, your license to occupy the Space shall automatically be revoked. You agree to remove your personal property and leave the Space as of the date of such expiration or termination. The Host is not responsible for your personal property left in the Space after expiration or termination. If you fail to remove your personal property, at the Host's option, such personal property shall (a) be deemed conveyed to the Host and shall become the property of the Host, or (b) be removed from the Space by the Host at the Guest's expense.

NO BROKER

Unless documented in the [House Rules](#), You represent that you have dealt with no broker in connection with this Agreement. You agree to indemnify, defend and hold the Host harmless from any claims of any brokers claiming to have represented you in connection with this Agreement.

HOLDING OVER

In case of Monthly Reservation, for each and every month or portion thereof that you continue to use or occupy the Space after the expiration or earlier termination of this Agreement, you shall pay Host an amount equal to the greater of (A) \$2,500 and (B) two times the Monthly Charge. Your payment of such amounts shall not be construed to extend the Term or prevent Host from immediate recovery of possession of the



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Space by summary proceedings or otherwise. This Section shall survive the expiration or sooner termination of this Agreement. The acceptance of any Fees after the expiration or earlier termination of this Agreement shall not preclude Host from commencing and prosecuting a holdover or summary eviction proceeding. Host and Guest hereby further agree that any statutory right to hold over beyond the expiration date or sooner termination of this Agreement is hereby waived to the fullest extent permitted by law.

SUBORDINATION

This Agreement and any applicable [House Rules](#) are subordinate to any underlying lease, mortgage, deed of trust, ground lease or other lien now or subsequently arising upon the Space or the Building and to renewals, modifications, refinancings and extensions thereof including the Host's lease with the Host's landlord and to any other agreements to which the Host's lease is subordinate.

MISCELLANEOUS

All demands, approvals, consents and notices shall be sent by certified mail or electronic mail at the address specified for each party under the Section entitled "Definitions". This Agreement shall be interpreted and enforced in accordance with the laws of the state or commonwealth in which the Building is located. If either party institutes a suit against the other for violation of or to enforce this Agreement, the prevailing party shall be entitled to all of its costs and expenses, including, without limitation, reasonable attorneys' fees. Host and Guest hereby waive any right to trial by jury in any proceeding based upon a breach of this Agreement to the fullest extent permitted by applicable law. This Agreement may not be modified, amended or terminated, and Guest's obligations hereunder shall in no way be discharged, except as expressly provided in this Agreement or by written instrument executed by the parties. If any term, covenant or condition of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such term, covenant or condition shall not be affected. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted. Neither Host nor Guest shall have the right to record this License or any memorandum thereof.

Last revised on April 10, 2024.

ANNEX 2 : Definitions

- **“Agreement Time”** shall mean the date and time the reservation is booked through the Service;
- **“Agreement Date”** shall mean the date the reservation is booked through the Service;
- **“Building”** shall be the building in which the Space is located as set by the Host in the Profile for the Space as of the Agreement Time or Date;
- **“Cancellation Terms”** shall mean Flexible Cancellation Terms described in the section entitled "Cancellation" included in the [“ANNEX 2 : Host-Guest Service Agreement”](#);
- **“Charges”** shall be the Service Charge set by Myspot to provide the Service.
- **“Coupons”** are discounts off of Fees for Hourly Reservations that are applied at the time a Guest makes an Hourly Reservation under the Myspot Billing Option. The Coupon reduces the amount of Fees collected from the Guest by Myspot by the value of the discount. Coupons are not available for Monthly Reservations. Coupons may either be Myspot Coupons or Space Coupons.
 - **“Myspot Coupons”** are Coupons issued by Myspot that may be applicable to all Spaces or to a subset of Spaces at the sole discretion of Myspot. When calculating amount payable to the Host, Myspot will add back the full value of the discount to the Amount Due to the Host for each booking transaction where a Myspot Coupon is redeemed.
 - **“Space Coupons”** are Coupons issued by Myspot at the request of a Host. Space Coupons may be applicable to all or a subset of the Spaces registered by the Host. When calculating the Service Charge, Myspot will reduce the Fees Collected used as the basis for the Service Charge by the value of the discount for the Space Coupon.
- **“Deposit”** shall be equal to the Deposit specified for the space.
- **“Fees”** shall mean:
 - For Hourly/Daily reservation: the Fees set by the Host for the Space including the “Hourly Charge” as set by the Host in the Profile for the Space as of the Agreement Time;
 - For Monthly reservation: the "Setup Fee" due at the beginning of the Term and the "Monthly Charge" and "Incidentals" due on the Agreement Date for the first month and monthly thereafter, if applicable as set by the Host in the Profile for the Space as of the Agreement Date;
- **“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 Agreement Time or Date;
- **“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 Agreement Time or Date;

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ANNEX 2 – DEFINITIONS

- **"Host Originated Guest"** means a Guest that first became a Guest as a result of invitation by the Host. A Guest may not be originated by more than one Host. FMP shall determine at its sole discretion if a Guest is a Host Originated Guest.
- **"Incidentals"**: If applicable, the Host may also include additional 'one time' fees (the "Incidentals") for services provided to Guest not included in the Monthly Charge. These services may include but not limited to meeting rooms, photocopying, faxing, catering, etc. The Incidentals will be collected in arrears on the first of every month and paid by Guest via the Marketplace Service.
- **"Marketplace Service"** or **"Platform Service"** shall mean the Myspot service, managed by FMP or its subcontractors.
- **"Maximum Occupancy"** shall be the value set by the Host in the Profile for the Space as of the Agreement Time or Date;
- **"Myspot Originated Guest"** means any Guest other than a Host Originated Guest.
- **Payment Processor charge**, based on certain standard fees for the provision of such payment processing services.
- **"Space"** shall be the Space the Guest reserves by booking a reservation through the Service;
- **"Referral Link"** is a URL created by Myspot for the Space and posted by the Host in the Host's marketing materials including the Host's website.
- **"Taxes"** shall be the taxes set by the Host and collected by Myspot on the Host's behalf.
- **"Term"** shall mean:
 - For Hourly/Daily reservation: the term of the reservation specified by the Guest and authorized by the Host;
 - For Monthly reservation: 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;
- **"Territory"** is Europe, the United States, South America and Canada. These pricing terms apply to Spaces located in the United States.

Last revised on April 10, 2024.
