

Hotdesk is an online marketplace that allows you to discover and book work spaces if you want a place to work, and also offer your own work space to other customers. Please read our Terms of Service carefully below prior to using our marketplace and its services as it governs your use of our Marketplace.

We would like to note that you may not use our Marketplace if you do not agree to all the contents of our Terms of Service, which includes the terms of governing disputes. We would like to highlight that our Terms of Service contain waivers of class actions, jury trials, and an agreement to submit all claims and disputes to binding arbitration.

Services Agreement

This Hotdesk Services Agreement (“Agreement”) is a Agreement between Hotdesk Inc. (“Hotdesk” or “we”) and the person(s) that are registered with Hotdesk (“user” or “you”). This Agreement describes the terms and conditions that apply to your use of the Hotdesk marketplace to book or list work spaces or other work space services through our website or apps, and governs your work space for other users; and establishes the obligations owed between you and Hotdesk, and between you and other users.

Throughout this Agreement, the term “Service” means the service allowing you to book work spaces or offer your work space and work space services to others through our website or apps (the “Marketplace” or “Marketplace”). The term Service does not include any services provided by third parties. The terms “customer” and “host” refer to the party Booking or Listing a work space, respectively.

A “work space” is the physical space or work space that is made available to a customer to use during specific times, and subject to specific Fees and any site-specific terms or limitations. A work space may “List” a work space by providing certain details about the

work space including availability, pricing, and terms or limitations of use; this posting about a work space is called a “Listing.”

A customer may “Book” a work space by accepting the times, fees, and any additional terms (such as fees for additional services) or limitations of the Listing. A “Booking” is (i) only the grant of a limited, temporary, revocable license to use a work space, and (ii) if applicable, a contract for work space Services, in the manner, for the time, and subject to all restrictions provided, subject to this Agreement, and as confirmed through the Marketplace. The scope of the use, including times, specific fees, and other additional terms or limitations, constitutes a “Booking Agreement” that incorporates the terms and conditions of this Agreement and referenced policies. A Booking does not provide you a lease but only allows you limited access to use the work space or other service only as permitted in the Agreement and, as applicable, the Booking Agreement.

This Agreement is organized into 5 sections:

- **Section 1: General Terms** includes general terms describing your Account including creating an account, accepting or making payments, and describing how we communicate with you.
- **Section 2: Marketplace and Service** describes how you may and may not use the Marketplace and Service, and also describes how we use any data.
- **Section 3: Hotdesk Services** establishes the obligations of work spaces, including how to List a work space and what is expected of any work space Listed through the Service; and the obligations of customers, including Booking a work space, expected behavior, responsibility for payment of Fees, and Booking other services.
- **Section 4: Termination, Disputes, and Binding Arbitration** describes termination or suspension of this Agreement or your Account, and the process of resolving any disputes. **This section contains waivers of both class actions and jury trials, and an agreement to submit all claims and disputes to**

binding arbitration. Please read this section carefully before accepting this Agreement –you may not use the Marketplace or Services if you do not agree to this section.

- **Section 5: Additional Legal Terms** provides additional legal terms including our ability to update this Agreement, disclaimers and limitations on our liability, and some specific terms for users outside of the United States. It also includes other documents governing your use of the Services including our Community Guidelines, Fees, Privacy Policy, and Cancellation and Refund Policy.

If you have questions about this Agreement, please contact us at admin@hotdesk-app.com.

Your use of the Marketplace or Services constitutes your ongoing acceptance of this Agreement, as amended.

Section 1: General Terms

1.1 Services

Hotdesk provides you access to Services through the Marketplace. You may access the Marketplace through our website or apps. You may use the Service to List work spaces, Book work spaces as a customer, communicate with other users, and access your Account.

You may also be permitted to Book work space Services (“work space Services”) through third-party service providers or through the work space, which may require you to agree to additional terms or conditions. These work space Services may include Audio Engineering, Production, or other Services that can take place in the work spaces. This is however not the main marketplace Service provided by Hotdesk.

We are continuously improving the Marketplace or Service for all users and reserve the right to make changes at any time. Changes we make to the Marketplace or Service, including discontinuing certain features, affect all users and we try to minimize disruption to users. However, these changes may affect users differently. We are not responsible if any specific changes we make to the Marketplace or Service adversely affect how you use them.

1.2 Your Account

Before using the functionality of our Marketplace or Services, you must create an account with Hotdesk (“Account”) and provide us with information about yourself or your company. We may ask that you update your Account or provide additional or different information at any time. This includes requiring additional details about work spaces or payment information. Any employees, contractors, or third-parties opening a new or using an existing account (collectively, “Agents”) represent and warrant that they have authorization to act on behalf of a person or entity they claim to represent; and if such authorization is not provided by the person or entity, such Agents acknowledge personal liability for all obligations and liabilities arising from or related to use of the Account by such Agents.

You will be required to provide an email address and password to keep your Account secure (“Credentials”), and agree to keep your Credentials private and secure. You are responsible for any actions taken on your Account using your Credentials whether or not authorized or taken by Agents to List or Book a work space or work space Services. You are solely responsible for the actions or communications of your Agents. We are not responsible for and disclaim all liability for use of your Account by your Agents.

When creating or using your Account, you may be required to provide information about yourself or your work space. You will only provide Content to us that you own or have authorization to provide, and ensure that Content is accurate and complete. You must keep any Content current, including your contact or payment information. We reserve

the right, but shall not be obligated, to use public and private data sources to validate the accuracy of any Content. This may include validating your identity or business information, or verifying information about work spaces. You will provide us any additional information to verify the accuracy or completeness of any Content that you provide and we may condition your use of the Marketplace or Service on our ability to verify the accuracy and completeness of this Content. If you do not provide required Content to us as and when we request it, we may suspend or terminate your Account.

If you are not at least 18 years old, you may not open an Account, access the Marketplace, or use the Services. Users (including Agents) who use the Services or the Marketplace to List or Book work spaces, work space Services on behalf of individuals under 18 years old, or provide access or use of work spaces by individuals under 18 years old, accept personal liability for all acts or omissions of such individuals.

You may close your Account at any time by emailing us at admin@hotdesk-app.com. You are responsible for all activity associated with your Account made before it is closed including payment of Fees, Taxes, or other Payments; providing use of work spaces to customers as previously Booked; or other liabilities caused by or resulting from use of the Marketplace or Service. You understand that we may retain Content and continue to display and use any public Content (including reviews of work spaces) provided to us prior to closing your Account.

At our sole option, we may suspend or terminate your Account.

1.3 Compliance with Laws

As used in this Agreement, "Laws" means all applicable federal, state, local, and other governmental laws, regulations, ordinances, codes, rules, court orders, and all recorded and unrecorded private contract, restrictions, covenants and other agreements . You will comply with all Laws applicable to your use of the work space, Services, Marketplace, work space Services, whether as host or customer. While we may provide information to help you understand certain obligations of using or listing work spaces, we are not

authorized to provide and do not provide any legal advice. You are solely responsible for your compliance with Laws and may only use the Marketplace or Service in compliance with applicable Laws. If you are unsure how to comply with Laws, you should seek legal advice related to Listing or Booking a work space.

1.4 Fees and Taxes

(a) Fees, Overtime. You are responsible for payment of fees, expenses, and other amounts related a to Booking (“Fees”). Fees include amounts paid to Hotdesk, work spaces, and work space Services and as described in our Fees Overview. Hotdesk receives Fees for providing use of the Service, and work spaces receive Fees for Bookings. The specific Fees charged are presented when you request, complete, and pay for a Booking. Please review the work spaces individually listed cancellation policy on their Listing prior to submitting a Booking request. You should contact work spaces through the Marketplace before Booking if you don’t understand the Fees listed or their cancellation policy that will be applicable. Please email us at admin@hotdesk-app.com at any time if you do not understand Fees or have questions regarding them.

A Booking provides a limited use of a work space or work space Services as described in the Listing and Booking Agreement, if applicable. If you use a work space or work space Services beyond the Booking you will be responsible for payment of additional Fees (“Additional Fees”) at the work spaces discretion. You are solely responsible for any damage done to the work space during your Booking.

While we may facilitate the collection of Fees for work spaces and work space Services, once remitted to work spaces, we are not responsible for the return of Fees or Deposits to customers, where applicable.

(b) Taxes and Fines. You are solely responsible for payment of all taxes, levies, penalties, and other costs imposed by any taxing authority or government agency related to Listing or Booking work spaces or work space Services including any sales or occupancy tax, indirect taxes such as valued added tax (VAT) or goods and services

tax (GST), usage or permitting fees, duties, and other taxes imposed by municipalities, states, or governments through regulation, ordinance, law, or judicial or regulatory interpretation (collectively “Taxes”). Except as required by Law, Hotdesk will not calculate, track or pay Taxes or submit Tax reporting on your behalf. You are responsible for all Taxes owed for Booking or Listing a work space, or providing or using work space Services including, without limitation, accurate calculation of Taxes due, timely remittance of Taxes to the appropriate taxing authority and maintenance of any required records and accounts. If any taxing authority demands that we pay such Taxes on your behalf, you are immediately liable to us for such Taxes and will reimburse or pay Hotdesk for such Taxes upon demand. You are also responsible for any penalties arising from your failing to comply with this Agreement including those issued by regulatory or taxing authorities, law enforcement, fire code or safety agencies, or other third parties; or that may be issued by us for losses we or users incur that are based on your failing to comply with this Agreement or misuse of the Marketplace, Services, work space, or work space Services (collectively, “Fines”). You understand and agree that Hotdesk does not provide you with any advice or guidance of any kind or nature regarding Taxes and that you have been advised to consult with your tax advisor for any required advice or guidance regarding Taxes.

(c) Payment. You will timely and fully pay any Fees, Taxes, or other amounts you owe under this Agreement. If you owe amounts and we are unable to receive payment through the Marketplace for any reason, then we may require that you pay through other means (such as direct debit). We may set-off any amounts owed to us through collection of funds that would otherwise be payable to you through the Marketplace. You are responsible for any costs or expenses associated with our recovering Fees, Taxes, or Fines owed, including our attorneys’ fees or expenses.

1.5 Receiving Payment

Acceptance and payment of funds between users or Hotdesk on the Marketplace (“Payment Processing”) is provided by [Stripe](#). Your use of Payment Processing is

subject to the [Stripe Connected Account Agreement](#) that includes the [Stripe Services Agreement](#) as may be modified by Stripe from time to time (collectively, the “Stripe Agreement”). As a condition using Payment Processing, you must provide accurate and complete information about you and your business and you authorize us to share this information to Stripe. All bank and credit card information is sent directly to and stored with Stripe using their security protocols. Hotdesk does not store your payment information on its systems and shall not have any responsibility for the safety or security of that information. Your use of Payment Processing is conditioned upon your compliance with the Stripe Agreement, and if the Stripe Agreement is terminated by Stripe you may not be able to use the Marketplace, or have your Account suspended or terminated.

We may change or add other payment processing services at any time upon notice to you, which may be subject to additional terms or conditions.

1.6 Communication and Notices

We may communicate with you and provide you information or notices regarding your Account or transactions through email or through messaging on the Marketplace. You will promptly respond to any communications you receive and understand that failure to do so may impact your ability to Book or List work spaces, or use the Marketplace or Services.

We may send you notices to the email address or physical address included in your Account, through messaging on the Marketplace. You may send any notices to us at admin@hotdesk-app.com . You agree that any email notice from us is considered accepted by you one day after such notice was sent and will have the same legal effect as if it were physically delivered to you.

You agree to receive any communications from us and transact with us electronically. This acceptance of emails or other electronic messages constitutes your consent and your electronic signature has the same legal effect as physically signing a document.

You may withdraw this consent to transact electronically at any point by providing notice to us. However, given that electronic communication is integral to the Marketplace and the Services, following any such notice we may elect to close your Account.

If you have problems communicating receiving messages, please first please contact us at admin@hotdesk-app.com.

1.7 Communication with Other Users

The Marketplace allows you to communicate with other users without disclosing sensitive personal contact information. It is your responsibility to use good judgment in the information you provide to other users. You may use the Marketplace only to List or Book work spaces or work space Services, communicate with us or other users, resolve disputes, or use other functionality we provide to you through the Marketplace. You may not use the Marketplace to send messages that are unwanted or unrelated to a Listing or Booking through the Marketplace, use the Marketplace to harass or attempt to market other services to users, or send spam.

We strongly recommend that you should use the Marketplace to communicate with other users. If you use other means of communication you understand that you may be putting your personal contact information at risk of misuse. You also understand that any communications made outside of the Marketplace may impair your ability to recover all or some amounts owed to you in the event of a dispute between you and another user.

We are not responsible for, and disclaim all liability resulting from, any losses or harm to you resulting from sharing personal or sensitive information with other users, or communicating or engaging with users outside of the Marketplace.

Hotdesk, at its sole option and without notice or any obligation to do so, may from time to time (i) remove communications among users which contain or share personal

contact information, or (ii) suspend or terminate the accounts of users that share personal contact information.

Section 2: Marketplace and Service

2.1 Ownership, License, Restrictions

Hotdesk owns all right, title, and interest in the Marketplace, Services, and all intellectual property embodied or contained in them (individually and collectively, “IP”). IP includes all registered or potential patents, copyrights, trademarks, trade secrets, and other proprietary rights. Through your Account, we grant you a limited, temporary, revocable, non-transferable, non-exclusive license to use the Marketplace and Service for the purposes described in this Agreement and only as provided to you through the Marketplace. This license does not constitute a transfer of ownership or grant you any additional rights to use the IP. We may suspend or close your Account and pursue legal action against you if we believe or determine that your use of the Marketplace, Service, or IP exceeds the scope of this grant; or that you are attempting to hack or disrupt the use of the Marketplace, Service, or IP by others; or that you are otherwise interfering with the normal operation of the Marketplace or Service.

2.2 Community Guidelines

We have established Community Guidelines that set our expectations for all users on the Marketplace. You will review and abide by the Community Guidelines whenever using the Marketplace or Services, communicating with other users, or using or providing use of work spaces. If you believe that another user is violating the Community Guidelines, please email us at admin@hotdesk-app.com. Hotdesk shall have no duty to monitor users’ compliance with or to enforce the Community Guidelines and shall have no liability for any user’s violation of the Community Guidelines.

2.3 Content

(a) Posting Content. You represent and warrant that you are authorized to provide Content to the Marketplace and that any Content you provide does not violate the proprietary or privacy rights of a third party. You may not provide any Content that is copyrighted by third parties without their express permission. You grant Hotdesk a fully-paid, worldwide, non-exclusive, perpetual license to use, copy, transmit, distribute, modify, publicly display, and sublicense any Content you provide to us. This grant includes our ability to use any Content for both internal use (such as analysis to improve the Marketplace or Services) or external use (such as in marketing or online advertising). If you cannot provide us the above grant then you may not provide Content to us. You agree to indemnify, defend and hold us harmless for any damages or losses based on third-party claims that Content violates proprietary or privacy rights.

(b) Restrictions on Certain Content. You may never post any Content that (i) is defamatory, obscene, profane, or pornographic; (ii) is abusive, harassing, or disrespectful of other users; (iii) violates applicable Laws, including those prohibiting discrimination, false advertising, privacy, or unlawful marketing; (iv) is intended to deceive or mislead, is false or inaccurate, or misrepresents the nature or condition of a work space; (v) contains marketing or promotional content unrelated to the details of a work space; or (vi) includes sensitive personal information, including payment, contact information, or personal account details.

(c) DMCA Notices. If you believe that any Content posted violates your copyright, please notify us at admin@hotdesk-app.com. This notice should identify the specific Content and provide us with evidence of your ownership of the copyright or authorization to enforce the rights of the copyright owner. Any information you provide to us may be shared with other users, third parties, or law enforcement to help assess the claim of infringement or remove infringing content. We will remove any content we determine to be infringing consistent with our obligations under the Digital Millennium Copyright Act (DMCA).

2.4 Privacy and Data Usage

Our Privacy Policy describes our collection, use, storage, and sharing personal information. This includes personal information included in Content and information collected through use of the Marketplace. We may anonymize, pseudonymize, or aggregate any information, including personal information or Content, and use this information for any purpose including improvement of the Marketplace or Services, or creating or distributing public marketing collateral.

Section 3: Hotdesk Services

3.1 Listing work spaces - This section applies to work spaces

(a) Listings. When you List a work space, you must provide details about the Space including a description, the cost of a Booking, a list of equipment, current pictures, and other details about its potential uses and condition (collectively, “Description”). While it is important to communicate the benefits of your work space, the Description must be accurate and give potential customers a reasonably good understanding of how they may use the work space for their Booking. Descriptions may not include any additional contractual obligations or alter customers legal liabilities from those described in this Agreement.

(b) Transacting with customers. All work spaces must comply with our Community Guidelines when Listing a work space, providing a Description, and in transacting with customers. You are responsible for maintaining the work space and work space Services so that customers may reasonably use them as provided in the Description and Booking. work spaces must be in good working order and provided to customers in a safe, clean and usable condition as described.

(c) Conduct and Fees. As a work space, you are solely responsible for ensuring that work space complies with all applicable Laws including any local ordinances related to

the condition, licensure, or registration work spaces for use by customers, and payment of Taxes. We may condition your continued use of the Marketplace and Services on your providing proof, to our reasonable satisfaction, of your compliance with Laws at any time.

3.2 Booking work spaces and work space Services - This section applies to customers

(a) Bookings. As a customer, you should review the Description and availability to confirm they are appropriate for your Booking. The Marketplace allows you to confirm any details or ask the work space any specific questions about the work space or work space Services, or confirm details of a Booking, without sharing your personal contact information. Prior to Booking, you will need to provide payment information through the Marketplace. Booking Fees will be shown before you complete your Booking. You are responsible for all Fees and Taxes associated with the Booking. All Bookings are subject to the Cancellation Policy listed on each individual work space Listing.

When you Book a work space, you are only provided a license to use the work space as described in the Booking and confirmed by the work space, subject to this Agreement and any Booking Agreement. A Booking does not provide you a lease or access or use of the work space beyond the specified time and Description.

(b) Conduct and Fees. You will comply with the Community Guidelines and any Booking Agreements throughout the Booking and use the work space or work space Services only as permitted or agreed upon and consistent with the Description, and assure that any attendees do the same. During your Booking, you are responsible for (i) the behavior and acts of others in attendance that access the work space, (ii) ensuring that the use does not exceed any limitations identified in the Booking, (iii) complying with applicable Laws. You are responsible for and accept all liability for any damage done to the work space during your Booking by yourself or others in attendance whether intentional or not, for your failure to comply with applicable Laws, and for any Fines you

incur. You agree the work space and all equipment will be in substantially the same condition as provided to you or as otherwise agreed in any Booking Agreement and consistent with the Community Guidelines, and to promptly notify work spaces of any damage done to the work space or Amenities.

3.3 Required and Supplemental Insurance

(a) Required Insurance. Every user will acquire and maintain all insurance as required by Law and suitable for you or your business. You are solely responsible for understanding and evaluating what insurance is appropriate to cover damage, loss, injury, legal liability, and other harm specific to you, your business, those attending the Booking, third parties, the work space, and deciding what coverage, limits and providers are appropriate for you.

3.4 Cancellations and Refunds

All cancellations and any refunds that may be available to you are subject to our Fees and all cancellations are subject to the Hotdesk Cancellation Policy, in addition to any individual work space Cancellation Policy as identified on each individual work spaces Listing. Hotdesk is not liable for any fees, expenses, or liability that is not in compliance with the Cancellation Policy for a Listing.

Section 4: Termination, Disputes, and Binding

Arbitration

4.1 Term, Termination, and Survival

(a) Term and Termination By User. You consent to this Agreement when you first access or use the Marketplace or Services, and your continued use of the Marketplace and Services constitutes your ongoing consent to this Agreement as amended from time to time. You may terminate this Agreement by closing your Account with us,

however this will not immediately terminate any ongoing rights or obligations you or we may have. This includes any obligations to pay for Bookings, to honor any Bookings made before termination, or to pay Fees, Taxes or Fines due; or any liabilities that you incurred prior to termination.

(b) Suspension or Termination by Hotdesk. We may suspend your Account—including your ability to communicate with other users or receive payments, or complete a Booking—or terminate this Agreement and your Account at any time including, without limitation, (i) if we believe that use of your Account poses a risk to Hotdesk, you, other users, or third parties, (ii) actual or potential fraud by you or on your behalf, (iii) your failure to respond to communications from us or other users, or (iv) your failure to comply with this Agreement or applicable Law.

(c) Survival. The following provisions will also survive termination of this Agreement: Sections 1.3 (Compliance with Laws), 1.4 (Fees and Taxes), 1.6 (Communication and Notices), 1.7 (Communication with Other Users), 2.1 (Ownership, License, Restrictions), 2.2 (Content), 2.4 (Privacy and Data Usage), Section 3.1(Conduct and Fees) for work spaces, Section 3.2(b) (Conduct and Fees) for customers, 3.3 (Required and Supplemental Insurance), 3.7 (Cancellations and Refunds), 4 (Termination, Disputes, and Binding Arbitration), and Section 5 (Additional Legal Terms).

4.2 Binding Arbitration

This section describes how disputes or claims arising under this Agreement between you and Hotdesk or between you and another user (not resolved through the process set forth in Section 4.3) will be resolved. It includes waivers to both a jury trial and your ability to join other plaintiffs as part of a class action. Please read this section carefully before accepting this Agreement—you may not use the Marketplace or Services if you do not agree to this section.

(a) Process for Arbitration. Subject to the exclusions provided in Section 4.2(b) and the process provided in Section 4.3, all disputes, claims, and controversies arising

under or related to this Agreement between you and Hotdesk or between you and another user (if not resolved pursuant to Section 4.3 below) will be resolved through binding arbitration as follows:

- (i) if the amount of the dispute, claim, or controversy is reasonably less than \$25,000, resolution shall be administered online by FairClaims (www.fairclaims.com) or another online arbitration provider of our choosing in accordance with their applicable arbitration rules and procedures effective at the time a claim is made. You consent to receive electronic service of process at the email associated with your Account. Where you are delinquent in responding to such process, you will be responsible for any attorney, court, or other fees associated with the delinquency. The party filing the User Dispute will be responsible for payment of any costs associated with that filing, including costs borne by Hotdesk. As a part of the User Dispute, you may also seek to recover these costs if you prevail.
- (ii) if the amount of the dispute, claim or controversy is reasonably \$25,000 or more, resolution shall be before a single arbitrator and administered by JAMS. This includes but is not limited to any statutory or common law claims relating to breach, enforcement, or interpretation of this Agreement and any Booking Agreement. Any such arbitration will take place in the county where the Booked or Listed work space is located, unless you and Hotdesk mutually agree otherwise. The arbitrator will apply the substantive Laws of California. All claims from \$25,000 to \$250,000 shall be subject to the JAMS Streamlined Arbitration Rules. The Federal Arbitration Act (9 U.S.C. §§ 1-16) will govern all such arbitrations under this Agreement. To initiate such an arbitration, a party will provide a written demand that states both the basis of the claim and the desired relief. Each party irrevocably and unconditionally consents to service of process through personal service at their corporate headquarters, registered address, or primary address (for individuals or sole proprietors).

Nothing in this Agreement affects the right of any party to serve process in any other manner permitted by Law.

Once arbitration is initiated as provided in Subsections (i) or (ii) above, the parties will share the costs of the arbitration, facilities, and arbitration reporters (as necessary) equally except as otherwise determined by the arbitrator. Each party will be responsible for its own attorneys' fees and legal costs. The arbitrator may award the prevailing party recovery of any of the costs of arbitration or legal fees as they see appropriate.

The arbitrator may provide for any monetary or other remedies that are available under applicable Law but may not modify the terms of this Agreement or any Booking Agreement. The arbitrator will provide a reasoned decision addressing the specifics of the dispute. The decision is binding and not subject to appeal. The parties will act promptly to respect the decision of the arbitrator, including payment of any amounts owed or taking of any action required.

Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

(b) Certain Claims Excluded. Notwithstanding Section 4.2(a), the parties agree that any claims based on ownership or misuse of the other party's intellectual property—including patents, copyrights, or trademarks—may be brought before the state or Federal courts in California. Either party may also seek provisional remedies for injunctive relief under such claims from a court of competent jurisdiction.

(c) Class Action and Jury Waiver. Each party agrees that any action or claim arising from or related to this Agreement or any Booking Agreement may only be brought on an individual basis and not part of a class action or consolidated arbitration, or join claims with other users or third parties. Further, each party expressly waives its right to a jury in arbitration and court, where permitted. You may opt-out of this class action and jury waiver described in Section 4.2(c) by

emailing us at admin@hotdesk-app.com within 30 days of your first use of the Marketplace or Services. You must include your name, phone number, physical address, and email address in your opt-out notice. This is your only mechanism for opting out of this Section 4.2(c) and failure to do so as described constitutes your consent to this waiver. If you choose to opt out of this Section 4.2(c), please note that all other provisions in this Agreement will remain intact and in full force and effect.

(d) Conflict of Rules. If any provision of this Section 4.2 is found to be invalid or unenforceable, the reviewing court or arbitrator, as applicable, will interpret or revise the provisions only as minimally necessary to comply with Law. All the other provisions will remain enforceable and intact as written.

4.3 Disputes Between Users

This section describes how disputes or claims arising under this Agreement between you and another user will be resolved. Please read this section carefully before accepting this Agreement—you may not use the Marketplace or Services if you do not agree to this section.

(a) Initial User Dispute Resolution. You agree to first attempt to resolve any disputes, disagreements, or claims that you have with other users (“User Dispute”) in good faith through the Marketplace. If you are unable to resolve the User Dispute, you then will submit the User Dispute to us at admin@hotdesk-app.com. In our sole discretion, we may (i) require that you submit additional details regarding any User Dispute, and/or (ii) hold any pending payments or reverse any payments already made to you and hold such payments pending final resolution of the User Dispute. We will review the summary and communications made on the Marketplace. We may, but are not required to, also review communications made outside of the Marketplace. Upon review and investigation, we will either (a) provide you and the other user our conclusion based on the summary provided, which you agree to accept as final and binding determination

with the same force and effect as if determined through arbitration as provided in Section 4.2; or (b) require that the dispute is resolved through binding arbitration adjudicated by a third party as provided in Section 4.2(a). The party filing the User Dispute will be responsible for payment of any costs associated with that filing, including costs borne by Hotdesk. As a part of the User Dispute, you may also seek to recover these costs if you prevail. Any payments held by Hotdesk pending final resolution of a User Dispute shall be disbursed by Hotdesk as determined by Hotdesk, the arbitrator, or a court of competent jurisdiction.

(b) User Disputes Under \$25,000. After following the process outlined above, if the User Dispute relates to an amount reasonably less than \$25,000, you agree to submit the User Dispute to binding arbitration as provided in Section 4.2(a)(i) above.

(c) User Disputes of \$25,000 or higher. After following the process outlined above, if the User Dispute relates to an amount reasonably \$25,000 or more, you agree to submit the User Dispute to binding arbitration as provided in Section 4.2(a)(ii) above.

4.4 Confidentiality of Proceedings

Any proceedings pursuant to this Section 4 and their results will be maintained as confidential by all parties. Except as may be required by Law, the parties and those persons participating in the proceedings on their behalf will not disclose and will maintain the confidentiality of all materials, testimony, and evidence provided during the proceeding as well as the results of such proceeding. The parties agree to enter into a separate confidentiality agreement or order, as appropriate, to maintain the confidentiality of the proceedings.

Section 5: Additional Legal Terms

5.1 Right to Amend

We may amend or modify this Agreement at any time by posting the modified Agreement on our website, sending you a copy via email, or otherwise communicating the amendment to you through the Marketplace. Your continued use of the Marketplace or Services after we amend or modify this Agreement constitutes your consent to the revised Agreement.

5.2 Cancellations

Hotdesk is not responsible or liable for nonperformance caused by communication failures or nonperformance of work spaces.

Cancellations of Bookings, whether with or without cause, or caused by events outside of your reasonable control, are subject to individual work space Listing Cancellation and Refund Policy. Please review it carefully before Booking a work space or work space Services.

5.3 No Assignment

You may not assign this Agreement or any rights granted to you, including operation or management of your Account, without our prior written consent. Any attempt to do so without our prior consent will be void. We may assign this Agreement upon notice to you as part of a sale or transfer of part or all of our business. Any permitted transfer will inure to the benefit of and bind any successors in interest.

5.4 Disclaimers

Hotdesk PROVIDES THE Marketplace AND SERVICE TO LIST AND BOOK work spaces AND work space SERVICES, AND COMMUNICATE WITH OTHER USERS. WE ARE NOT RESPONSIBLE TO YOU OR ANY THIRD PARTY FOR PROVIDING, OR FOR THE CONDITION OR NATURE OF, ANY work space OR work space SERVICES. work spaces, customers, AND work space SERVICE PROVIDERS ARE INDEPENDENT THIRD-PARTIES AND ARE NOT AFFILIATED, CONTROLLED BY,

OR EMPLOYED BY STUDTIOTIME. work spaces SET THEIR OWN PRICES, USE THEIR OWN FACILITIES AND RESOURCES, AND MAY CONDITION USE OF work spaces OR work spaces SERVICES AS THEY FEEL IS APPROPRIATE FOR THEIR BUSINESS.

YOU UNDERSTAND AND AGREE THAT USE OF THE Marketplace AND SERVICES ARE AT YOUR OWN RISK. Hotdesk IS NOT RESPONSIBLE FOR PERFORMING AND DOES NOT PERFORM BACKGROUND CHECKS ON customers, work spaces, OR work space SERVICES PROVIDERS (INCLUDING CRIMINAL OR CIVIL CHECKS); DOES NOT REVIEW THE CONDITION OF work spaces OR ENSURE THAT THEY COMPLY WITH EXISTING LAW, MEET ANY SPECIFIC REQUIREMENTS, OR ARE CONSISTENT WITH THEIR DESCRIPTION; AND DOES NOT GUARANTEE PERFORMANCE OF ANY USER OR THIRD PARTY. ANY INFORMATION PROVIDED TO YOU REGARDING customers, work spaces, OR work space SERVICES PROVIDERS IS ONLY PROVIDED TO FACILITATE YOUR USE OF THE Marketplace AND IS PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY. Hotdesk DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, THAT ANY INFORMATION PROVIDED THROUGH THE Marketplace IS ACCURATE OR COMPLETE, OR THAT ANY customers, work spaces, OR work space SERVICES PROVIDERS WILL BE PROVIDED TO YOU AS DESCRIBED. Hotdesk DISCLAIMS ALL RESPONSIBILITY FOR AND LIABILITY RESULTING FROM THE NEGLIGENCE, INTENTIONAL MISCONDUCT, OR CRIMINAL ACTIVITY OF ALL USERS OR THIRD PARTIES, OR ANY INJURY OR PROPERTY DAMAGE THAT OCCURS TO YOU, THIRD PARTIES, OR PROPERTY WHILE ACCESSING OR USING work spaces OR work space SERVICES.

THE Marketplace AND SERVICES ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY GUARANTEE OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY FOR YOUR PARTICULAR USE, OR NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE DISCLAIM THAT THE Marketplace OR SERVICES ARE FREE FROM ERROR OR VIRUSES; THAT THEY WILL NEVER CAUSE HARM; THAT THEY MEET OR BE SUITABLE FOR YOUR NEEDS OR REQUIREMENTS; THAT THEY ARE ALWAYS AVAILABLE; OR THAT THEY ACCURATELY REPRESENT work spaces OR work space SERVICES PROVIDERS. WE EXPRESSLY DISCLAIM ANY OBLIGATION TO CORRECT ERRORS, EVEN THOSE THAT WE ARE AWARE OF, AND MAY CHOOSE TO DISCONTINUE OPERATION OF THE Marketplace OR SERVICE, OR FEATURES OF EITHER, AT ANY TIME.

5.5 Representations and Warranties

By opening your Account, you represent and warrant that (a) you are authorized to use the Marketplace and Services and have authority to execute this Agreement; (b) that you have only one Account with us and have not had an Account terminated by us previously; (c) all information provided to us is accurate and complete; (d) you will not use the Marketplace or Services in violation of Law or the Community Guidelines, to commit fraud, to deceive other users, or for any other improper purpose; and (e) you are authorized to provide any Content to us.

When using the Marketplace or Services as a work space, you further represent and warrant that (f) you are permitted under applicable Laws to List any work spaces provided; (g) your Listing of a work space and the work space itself comply with applicable Laws; and (h) you will reasonably facilitate the use of, and not obstruct the use of, the work spaces as Booked by customers.

When using the Marketplace or Services as a Artist, you further represent and warrant that (i) you will comply with any Booking Agreements; (j) you will not use work spaces or work spaces Services in a manner that violates Laws or Community Guidelines, or that

facilitates the violation of either by third parties; and (k) that any payment Credentials provided to us may be used as described in this Agreement.

5.6 Indemnities

You will indemnify, defend and hold Hotdesk and its owner(s), agents, members, information providers, attorneys, or affiliates (collectively, "Hotdesk Affiliates") harmless against all third-party claims, liabilities, losses, damages, and related expenses (including reasonable legal expenses) (collectively, "Claims") arising from or related to (a) provision of your work space (for work spaces) or work space Service (for work spaces), or use of work spaces or work space Services (for customers); (b) Content you provide through the Marketplace; (c) your failure to comply with Laws; (d) your providing of information to us that is inaccurate or incomplete, (e) your breach of any of your obligations under this Agreement, and (f) any contract or other agreement between you and any other user other than through the Marketplace. This indemnification will survive termination of this Agreement.

5.7 Limitations of Liability

EXCEPT TO THE LIMITED EXTENT OF THE Hotdesk FEES (AS DEFINED BELOW) UNDER NO CIRCUMSTANCES OR ANY LEGAL THEORY WILL Hotdesk OR ITS OWNERS, AGENTS, MEMBERS, INFORMATION PROVIDERS, ATTORNEYS, OR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES (WHETHER DIRECT, INDIRECT, GENERAL, COMPENSATORY, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR OTHERWISE), INJURY, CLAIM OR LIABILITY OF ANY KIND OR CHARACTER BASED UPON OR ARISING FROM YOUR USE OF OR INABILITY TO USE THE Marketplace OR SERVICES, OR work spaces OR work space SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IF YOU ARE DISSATISFIED WITH THE Marketplace OR SERVICES, OR ANY CONTENT CONTAINED THEREIN, YOUR SOLE AND

EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE Marketplace AND SERVICES.

AS USED HEREIN, “Hotdesk FEES” SHALL MEAN THE AMOUNT PAID BY YOU TO Hotdesk, EXCLUDING ANY AMOUNTS THAT WERE PAID OR PAYABLE TO work spaces OR work space SERVICES, FOR USE OF THE Marketplace OR SERVICES.

THE LIMITATION OF LIABILITY SET FORTH ABOVE APPLIES TO THE EXTENT PERMITTED BY LAW.

5.8 Additional Terms for Users outside the US

We may allow for use of the Service to List work spaces outside of the United States. Where this is permitted, you will be required to ensure that your use of the Service, including Listing or Booking, as applicable comply with all Laws specific to your country, province, or region. European users may be required to provide information to assist with our collection of VAT or other indirect Taxes, or evidence of your exemption such Taxes.

5.9 Entire Agreement; Interpretation

This Agreement together with any Booking Agreement constitutes the entire agreement between you and Hotdesk governing your use of the Marketplace or Services. This Agreement supersedes all prior understandings or agreements between you and Hotdesk. As between you and Hotdesk, this Agreement controls over any conflicting terms in a Booking Agreement except where expressly stated otherwise and agreed upon in writing between the parties.

Any monetary amounts described in this agreement will be in USD and “\$” will be read to mean United States Dollars.