

Terms of Use

These Terms of Use ("Terms") govern your access to and use of the Spotlease Service ("Service"). The Service includes the website ("App") accessible at <https://spotleaseapp.com>.

Please read these Terms carefully as they contain important information regarding your legal rights, remedies and obligations. These include various limitations and exclusions, a clause that governs the jurisdiction and venue of disputes and obligations to comply with applicable laws and regulations.

This is a binding agreement between you ("User") and Spotlease, Inc., a Delaware C corporation ("Spotlease", "We", "Us" or "Our"). By accessing or using the Service, you agree to be bound by these Terms. Please contact us if you have any questions.

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1. Our Service

- 1.1. The Service is an online platform which has the purpose of matching residents who have assigned parking spots with residents who want to pay to use one of these parking spots in advance. Every parking spot offered via the Service is exclusively available to residents living in the same community. Thus, residents with unused parking spots have an incentive to help other residents who want their guests to safely and conveniently park within their community's garage.
- 1.2. Your "User Account" is your electronic identity, with which you access the App. All your bookings, offers, and other actions on the Service are associated with this user account.
- 1.3. "Community" refers to all of the residents, units, parking spots, and facilities shared by residents of your multi-family residential building/complex which is subscribed to the Service and is a customer of Spotlease.
- 1.4. "Community Management" refers to your Home Owners Association or relevant authority of your residence.
- 1.5. "Resident" refers to a resident of your community.
- 1.6. "Community Admin" is a person authorized by the community management to act in this role, typically any concierge, front desk staff member, or property manager would fill this role.
- 1.7. "Parking Spot" means a parking spot for motorized vehicles.
- 1.8. "Parking Facility" means a parking garage with parking spots dedicated for use by residents of a community.
- 1.9. "Assigned Parking Spot" a parking spot assigned or deeded to a resident as part of that resident's (1) ownership or (2) lease of a unit in the community. This refers only to those that the resident must be allowed to lease to another resident both by law and by the rules of the community.
- 1.10. "Spot Offer" is an offer made by a Resident to make his or her assigned parking spot available for lease by another resident of the same community in exchange for a specified price.
- 1.11. "Offeror" is the Resident who created the spot offer.
- 1.12. "Spot Booking" is a lease on the assigned parking spot of a resident who created a spot offer.
- 1.13. "Booker" is the Resident who created the spot booking.
- 1.14. "Guest" is someone who a resident allows to use a spot booking to park that guest's vehicle.

- 1.15. "Booking Duration" refers to the time between the start time and end time of a spot booking.

2. Access to Parking Facilities

The rules set by the community regarding parking, use of and access to the parking facilities shall not be contradicted by these terms. In order to use the Service, you must be allowed by the community to access and use the residential parking facilities. Usage of the Service does not grant any right to access the residential parking facilities if not already granted by the community.

3. Registration

- 3.1. By accessing or signing up for the Service, (1) you acknowledge that you have read, understand and agree to be bound by these Terms, and (2) you represent and warrant that you are at least eighteen years old and are not prohibited by law from accessing or using the Service.
- 3.2. To access and use the Service, you are asked to provide registration information. It is a condition of your use of the Service that all the information you provide is correct, current, and complete. Spotlease may terminate or suspend your access to the Service, if Spotlease believes the information that you have provided is inaccurate.
- 3.3. You must register a user account to access the App and use features of the Service. Features of the Service non-exhaustively include:
 - 3.3.1 Offering a parking spot
 - 3.3.2 Booking a parking spot
 - 3.3.3 Report issues related to a Booking
- 3.4. Your user account will be created for your use of the Service based upon the information you provide to us. You may not have more than one active user account. You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. Spotlease reserves the right to suspend or terminate your user account and your access to the Service if you create more than one user account, or if any information provided during the registration process or thereafter proves to be inaccurate, fraudulent, not current, incomplete, or otherwise in violation of these Terms.

- 3.4.1 In order to login, you will need access to your email to receive the login link, which is sent by the App upon providing the email address, which you provided during registration.
 - 3.4.2 You are responsible for keeping access to your email secure as anyone with access to your email is also able to access your user account for the App.
 - 3.4.3 You are responsible for safeguarding any password that you set for accessing the App. You agree that you will not disclose your password to any third party.
- 3.5. You agree that Spotlease may, without prior notice for any reason or no reason, immediately terminate your account and access to the Service. You agree that all terminations for cause will be made in discretion of Spotlease and that Spotlease will not be liable to you or any third-party for any termination of your account.

4. Offering

- 4.1. To offer your parking spot, you must save at least one valid payout method either a debit card or bank account routing and account number. After you have saved a valid payout method, you will be allowed to list offers and receive payouts to your saved payout method.
- 4.2. An offer may be canceled until it is booked. An offer which has been booked, may not be cancelled by the offeror. However, if an offer of yours has been booked, and you still need your parking spot back, then we recommend asking a Community Admin to contact the Booker. If the Booker agrees to a cancelation, then Community Admin can issue a full refund to them and release your parking spot. Spotlease understands that unexpected emergencies arise, but recommends to minimize how often an offeror requests for their offer to be canceled after it has been booked.
- 4.3. By offering parking spots via the Service, you are responsible for understanding and abiding by local laws and regulation. Some cities may have laws that restrict their ability to lease a parking spot for specified periods. You should review local laws before offering a parking spot via the Service.
- 4.4. Except as otherwise stated in these terms or by Spotlease, you as the Offeror shall not be liable to any Booker, any Booker's invitees or guests, or trespassers, for any damage, injury, loss, compensation or claim relating to offering the parking spot, including without limitation claims for the interruption of or loss of business, based on, arising out of, or resulting from any cause whatsoever, unless such party establishes that there has been gross negligence or willful misconduct on your part.

- 4.5. You as the Offeror understand and agree that you are solely responsible for determining (1) your applicable Tax reporting requirements and (2) the Taxes that should be charged at the time of booking.
 - 4.5.1 Spotlease has no ownership interest in, or legal right to operate, lease or license parking areas or garages.
 - 4.5.2 You as the Offeror control and set the inventory of Parking Spots other Residents in your Community may Book using the Service.
 - 4.5.3 You as the Offeror establish the price for Residents to Book your Parking Spot.
 - 4.5.4 Spotlease will market your Offer and facilitate the Booking related to your Parking Spot at the price set by you as the Offeror.
 - 4.5.5 You as the Offeror must include all taxes in the Booking Price.
 - 4.5.6 Any additional fees charged to Residents and retained by Spotlease are separated stated as a Booking Fee.
 - 4.5.7 You are solely responsible for remitting to the relevant authority any Taxes received by you. If applicable, you as the Offeror will pay the tax imposed by any government entities (City, County, State, etc.) on the booking related to Owner's Parking Spot and paid by the Booker.
 - 4.5.8 Spotlease cannot and does not offer Tax-related advice to any Offeror.
- 4.6. When making an offer, the only information visible to other residents will be the duration of the offer and label of the parking spot being offered. Other residents will never see your contact information. Only Community Admins are given access to view your contact information.

5. Booking

- 5.1. To book a parking spot, you must save at least one valid payment method either a credit or debit card. After you have saved a valid payment method, you will be allowed to book spots offered by fellow Residents in your community.
- 5.2. As a Booker you may cancel your booking if you meet criteria mentioned in Cancellation policy defined below.
- 5.3. Cancellation Policy
 - 5.3.1 Within the grace period defined below the entire booking may be canceled for a full refund of the booking price and booking fee.

- 5.3.2 Outside of the grace period, only booked hours later than 48 hours after the time of cancellation may be canceled. The booking price paid for the hours being canceled will be refunded, but none of the booking fee will not refunded.
- 5.3.3 When canceling a booking using the App, the following details will be shown prior to you confirming the cancellation: the amount of the refund for refundable hours, the amount charged for non-refundable hours, and whether the booking fee will be refunded. By proceeding to cancel the booking, you agree to the details of the cancellation shown in the App. If you believe there has been an error, you must immediately contact us at support@spotlease.co.
- 5.3.4 The grace period for booking cancellation starts at the time of booking. It ends at the earlier of (1) 24 hours past the time of booking or (2) 48 hours before the start of the booking. The grace period, however, will not end earlier than 1 hour from time of booking in any situation.
- 5.3.5 All refunds are applied to payment method used to pay for the booking.
- 5.4. When booking an offer, only the duration of the booking will be provided to the Offeror, and your contact information will not be shared with other residents. Only Community Admins are given access to view your contact information if they need to call you regarding an issue related to the spot you booked.

6. Issue Resolution

- 6.1. In the event a Booking has started and the parking spot is blocked by another vehicle, the Booker is required to report an issue for the Booking to their Community Admin via the App.
- 6.2. If the issue cannot be resolved within a reasonable amount of time, to be determined by the community, a Community Admin will issue a full refund for the Booking. Before Community Admin issues a refund, Spotlease recommends that Community Admin gives a temporary spot to Booker's guest until the issue is resolved.

7. User Provided Content and Data

Information provided by you during registration and usage of the Service is kept permanently to facilitate accurate record keeping of bookings and issues and to respond to disputes arising between you and Spotlease.

8. Your Responsibilities

- 8.1. **Respond to emails:** You must respond to emails from Spotlease if we have asked you to reply. For example, we may ask you if an unauthorized car belongs to you or your guest, or we may be trying to determine if your account is active and valid.
- 8.2. **Responsibility for guests:** You are responsible for all actions of the guests and cars (directly and indirectly) related to your account. Spotlease interprets this very broadly. If you have a guest who does something inappropriate, and it is at all related to Spotlease, we will take action as if you personally did it. Spotlease relies strongly on the trust of its users, so make sure that any person you allow in the garage to park on your behalf is completely trustworthy.
- 8.3. **Ensure that your guests park in the correct spot and not over stay the booking.** Check your user account to verify your booking before each guest arrives, so you can make sure each guest parks their vehicle in the correct spot.
- 8.4. **Towing:** If guest is in a booked spot before or after the booking time, their vehicle may need to be towed based on your community's towing policy. Although you as the Offeror might prefer to be accommodating, the community's policy may require you to tow or authorize the towing of the offending vehicle.

9. Prohibited Activities

- 9.1. **Improper parking:** As a Booker, if your or your guest's vehicle is parked in a booked spot outside of the booked time, in a parking spot without a valid booking, or improperly parked, then it is in violation. As an Offeror, if your vehicle is parked in one of your parking spots during a time which you have offered and another resident has booked, then it is violation. For any violations, the offending vehicle may be towed or booted, and your account will be suspended. This Service depends on reliable users, so we must enforce this 100%.
- 9.2. **Providing false information:** For the security of your community and your fellow residents, you must provide accurate information about yourself and your guests when required.
- 9.3. **Providing an email address that isn't your own:** You must use your normal email address for Spotlease. Do not use a temporary/fake/shared email address just for a user account.
- 9.4. **Using multiple account:** Under no circumstances can anyone: (1) have access to more than one account, or (2) open (or use) an account on someone else's behalf, or (3) "take over" an account from a different person. Do not re-register for a new account if there is

- a problem with your old account; contact Spotlease to quickly get your old account fixed or ask how to allow multiple users.
- 9.5. **Booking for others:** Do not book a spot for another resident (or their guest). The resident must make the request with their account. You must have a direct personal relationship for someone to be considered your guest.
 - 9.6. **Contacting the offeror:** Do not contact the offeror for any reason, including trying to extend a request, request another time period, thank the offeror, etc. The only exception might be if there is an urgent issue that prevents you from moving the vehicle in an emergency. Always contact your Community Admin in case of any issue. Spotlease depends on happy Offerors, and is very serious about preventing any hassle to Offerors.
 - 9.7. **Hacking:** Any attempt to bypass the security and rules of the App may be considered a serious offense, resulting in possible suspension, termination and/or legal action.
 - 9.8. **Unusual usage of a parking spot:** If you are doing anything that might be considered unusual, make sure to contact your Community Admin first. If your Community Admin is not available, then please feel free to contact Spotlease at support@spotlease.co. We are happy to work with you.
 - 9.9. **Account violations:** Violations of the terms above could result in account suspension, termination, towing and/or booting.
 - 9.10. **Use while driving:** You agree, represent, and warrant, so long as you use the Service or access the App you will not, under any circumstances, access, view, or use the Service while driving or otherwise operating a vehicle of any kind (including, without limitation, a car, truck, motorcycle, motor scooter, or bicycle) or operating any dangerous equipment or machinery. You understand that using any handheld device in these circumstances is extremely dangerous, and can result in property damage, physical injuries (including dismemberment), or death. You further agree, represent and warrant, that you will not use or access the Service in any manner that places yourself or any other person at risk of injury, and that you will abide by all traffic laws. While effort is made to assure the accuracy of the information presented to you, you are solely responsible for safe driving and for the consequences of decisions as to where to travel, drive, or park. Under no circumstances will Spotlease's affiliates, representatives, agents, directors, managers, officers, shareholders, and users (collectively, the "Spotlease Parties") assume any responsibility or liability for the consequences of driving decisions made by you and your guests. You agree that no Spotlease Party shall be liable for any driving decisions made by you or at your suggestion, or for any damages, injury, or other harm caused by your use of the Service or accessing the App or while driving, operating equipment or machinery, or otherwise in a dangerous and unsuitable manner, and you hereby waive any claims or causes of action you may have, now or in the future, arising from or relating to the same. In the event that any party

names any Spotlease Party as a defendant in a case involving your use of the Service while operating a vehicle, you agree to indemnify and hold any such Spotlease Party harmless in such action.

10. Accuracy of Community Provided Information

Information regarding parking spots and assignments are provided and managed by your community, we are not responsible for errors. Please contact your property manager to report any inaccuracies regarding your parking spots.

11. No Endorsement: Important Warranty Disclaimers

- 11.1. Spotlease does not endorse any resident, offer, or parking spot. Spotlease makes no warranty regarding the quality or safety of parking spots or the accuracy, timeliness, truthfulness, completeness or reliability of any content displayed within the Service, including Offers and Bookings.
- 11.2. You understand that photographs, if any, are intended only to indicate a photographic representation of the parking spot at the time the photograph was taken. Submissions are therefore not an endorsement by Spotlease of any resident, offer, or parking spot.
- 11.3. Residents are required by these Terms to provide accurate information. Although Spotlease may, for transparency or fraud prevention or detection purposes, directly or through third parties, ask any resident to provide a form of government identification, date of birth, and other information, or undertake additional checks and processes required to help verify or check the identities or backgrounds of residents and/or screen resident information against third party databases or other sources, we do not make any representations about, confirm, or endorse any resident or the resident's purported identity or background.
- 11.4. Any references on the App to a resident being "verified" or "connected" (or similar language) only indicate that the resident has completed a relevant verification or identification process and does not represent anything else. Any such description is not an endorsement, certification or guarantee by Spotlease about any Resident, including of the Resident's identity and whether the Resident is trustworthy, safe or suitable. Instead, any such description is intended to be useful information for you to evaluate when you make your own decisions about the identity and suitability of others whom you contact or interact with via the Service. We therefore recommend that you always exercise due diligence and care when deciding whether to have any interaction with any Resident and to conduct yourself with a level of caution appropriate for dealings with

persons not personally known to you. Spotlease is not responsible for any damage or harm resulting from your interactions with other Residents or Community Admins.

- 11.5. By using the Service, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Residents and Community Admins or other third parties will be limited to a claim against the particular Resident or Community Admin or other third parties who caused you harm. You agree not to attempt to impose liability on or seek any legal remedy from Spotlease with respect to such actions or omissions. Accordingly, we encourage you to communicate directly with Community Admins on the App regarding any bookings or offers made by you. This limitation shall not apply to any claim by an Offeror against Spotlease regarding the remittance of payments received from a Booker by Spotlease on behalf of an Offeror, which instead shall be subject to the limitations described in the section below entitled "Limitation of Liability".

12. Damage to Person or Property

- 12.1. You as the Offeror acknowledge that you are responsible for keeping the parking spot in a safe and usable condition before and during the offer. You are responsible for checking the safety of the parking spot before reusing the parking spot after it has been used in a booking and the booker is not responsible for any damage or loss to property or person that may occur while you are on the previously booked parking spot and you waive any and all claims against the booker in connection with the foregoing, unless you establish that there has been gross negligence or willful misconduct on the part of the booker.
- 12.2. You as Booker acknowledge that you are responsible for leaving the parking spot in the condition you found it in when you arrived. You and your guest are parking at your own risk and the Offeror is not responsible for any damage or loss to property or person that may occur while you are on the booked parking spot or engaged in a booking with the Offeror and you waive any and all claims against the offeror in connection with the foregoing, unless you establish that there has been gross negligence or willful misconduct on the part of the Offeror.
- 12.3. Spotlease is not the owner or operator of any parking spots available to book via the Service. All parking spots are offered and booked by Resident users or Community Admin users.
- 12.4. Spotlease is not responsible for any damage or loss to property or person including any damage to you or your guest's vehicle or the loss of personal belongings left in the vehicle, or any loss by theft of any vehicle, or for any part thereof, by fire, vandalism, collision or otherwise that may occur from your use of any parking spot offered or booked by you on the Service.

- 12.5. Spotlease provides tools as part of the Terms to enable Residents and Community Admins to communicate about issues that may arise relating to property damage. However, Spotlease is not responsible to take any specific steps to investigate or mediate disputes. The responsibility to address and resolve any such issues lies solely between Residents and Community Admins.
- 12.6. We cannot and do not guarantee in any way the security of any vehicle or its contents. If vehicle is stolen, contact the police and your insurance provider immediately. Spotlease does not provide any insurance coverage to a Resident or guest at any time. If you or your guest are in need of medical care while you are on the booked parking spot, call 9-1-1 immediately for medical assistance.

13. Privacy Policy

You agree that Privacy Policy, located at <https://spotlease.co/docs/privacy-policy.pdf> (as may be updated from time to time) governs Spotlease's collection and use of your personal information.

14. Application License

Subject explicitly to the Terms, Spotlease grants users a non-exclusive, non-transferable, revocable license to use the App, in object code form only, on user's compatible devices, solely to facilitate user's permitted use of the App. Users grant to Spotlease a perpetual, royalty free, worldwide license to any improvement to or created from, or derivative works based on the Service.

15. Third-party links, sites, and services

Spotlease may contain links to third party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by Spotlease. We don't endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access any third-party website, service, or content from Spotlease, you do so at your own risk and you agree that Spotlease has no liability arising from your use of or access to any third-party website, service, or content.

16. Payment Services

Payment processing services for users of the Service are provided by Stripe and are subject to the [Stripe Connect Account Agreement](#), which includes the [Stripe Terms of Service](#) (collectively, the “Stripe Services Agreement”). By agreeing to these Terms or continuing to operate as a user of the Service, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of Spotlease enabling payment processing services through Stripe, you agree to provide the Service accurate and complete information about you, and you authorize Spotlease to share it and all transaction information related to your use of the payment processing services provided by Stripe.

17. Limitation of Liability

- 17.1. You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the Service, your offer or booking of any parking spots via the Service, any contact you have with other users of the Service whether in person or online remains with you. Neither Spotlease nor association/building/community/user/third party involved in creating, producing, or delivering the Service, will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with these Terms, from the use of or inability to use the Service, from any communications, interactions or meetings with other users of the Service or other persons with whom you communicate or interact as a result of your use of the Service or from your offer or booking of any parking spot via the Service, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory and whether or not Spotlease has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose.
- 17.2. Except for our obligations to pay amounts to applicable users pursuant to these terms, in no event will Spotlease’s aggregate liability arising out of or in connection with these terms and your use of the Service including, but not limited to, from your offer or booking of any parking spot via the Service, or from the use of or inability to use the Service, in connection with any parking spot or interactions with any other Residents and Community Admins, exceed the amounts you as a Booker have paid or owe for bookings via the Service as a Booker in the twelve (12) month period prior to the event giving rise to the liability, or if you are an owner, that amount which is the lesser of (a)

the amounts you have been paid or owed for offers via the Service as an owner in the twelve (12) month period prior to the event giving rise to the liability and (b) the amount of all parking fees collected by Spotlease that have not yet been remitted to you. The limitations of damages set forth above are fundamental elements of the basis of the bargain between Spotlease and you. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you.

18. Indemnification

You agree to release, defend, indemnify and hold Spotlease and its affiliates and subsidiaries and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (a) your access to or use of the Service or your violation of these Terms; (b) your (i) interaction with any Resident or Community Admin, (ii) booking of a parking spot, or (iii) creation of an offer; and (d) the use, condition or booking of a parking spot by you, including but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of a booking or use of a parking spot.

19. Dispute Resolution and Arbitration Agreement

19.1. This Dispute Resolution and Arbitration Agreement shall apply if your (i) country of residence or establishment is in the United States; or (ii) your country of residence or establishment is not in the United States, but bring any claim against Spotlease in the United States (to the extent not in conflict with Section 20).

19.2. Overview of Dispute Resolution Process. Spotlease is committed to participating in a consumer-friendly dispute resolution process. To that end, these Terms provide for a two-part process for individuals to whom Section 19.1 applies: (1) an informal negotiation directly with Spotlease's customer service team, and (2) a binding arbitration administered by the American Arbitration Association ("AAA") using its specially designed Consumer Arbitration Rules (as modified by this Section 19 and except as provided in Section 19.6). Specifically, the Consumer Arbitration Rules provide:

19.2.1 Claims can be filed with AAA online (www.adr.org);

19.2.2 Arbitrators must be neutral and no party may unilaterally select an arbitrator;

- 19.2.3 Arbitrators must disclose any bias, interest in the result of the arbitration, or relationship with any party;
 - 19.2.4 Parties retain the right to seek relief in small claims court for certain claims, at their option;
 - 19.2.5 The initial filing fee for the consumer is capped at \$200;
 - 19.2.6 The consumer gets to elect the hearing location and can elect to participate live, by phone, video conference, or, for claims under \$25,000, by the submission of documents;
 - 19.2.7 The arbitrator can grant any remedy that the parties could have received in court to resolve the party's individual claim.
- 19.3. Pre-Arbitration Dispute Resolution and Notification. Prior to initiating an arbitration, you and Spotlease each agree to notify the other party of the dispute and attempt to negotiate an informal resolution to it first. We will contact you at the email address you have provided to us; you can contact Spotlease's customer service team by emailing support@spotlease.co. If after a good faith effort to negotiate one of us feels the dispute has not and cannot be resolved informally, the party intending to pursue arbitration agrees to notify the other party via email prior to initiating the arbitration. In order to initiate arbitration, a claim must be filed with the AAA and the written Demand for Arbitration (available at www.adr.org) provided to the other party, as specified in the AAA Rules.
- 19.4. Agreement to Arbitrate. You and Spotlease mutually agree that any dispute, claim or controversy arising out of or relating to these Terms or the applicability, breach, termination, validity, enforcement or interpretation thereof, or to the use of the Service ("Disputes") will be settled by binding individual arbitration (the "Arbitration Agreement"). If there is a dispute about whether this Arbitration Agreement can be enforced or applies to our Dispute, you and Spotlease agree that the arbitrator will decide that issue.
- 19.5. Exceptions to Arbitration Agreement. You and Spotlease each agree that the following claims are exceptions to the Arbitration Agreement and will be brought in a judicial proceeding in a court of competent jurisdiction: (i) Any claim related to actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights; (ii) Any claim seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack).

- 19.6. **Arbitration Rules and Governing Law.** This Arbitration Agreement evidences a transaction in interstate commerce and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. The arbitration will be administered by AAA in accordance with the Consumer Arbitration Rules and/or other AAA arbitration rules determined to be applicable by the AAA (the “AAA Rules”) then in effect, except as modified here. The AAA Rules are available at [www.adr.org](#) or by calling the AAA at 1–800–778–7879.
- 19.7. **Modification to AAA Rules - Arbitration Hearing/Location.** In order to make the arbitration most convenient to you, Spotlease agrees that any required arbitration hearing may be conducted, at your option, (a) in the county where you reside; (b) in Fulton County; (c) in any other location to which you and Spotlease both agree; (d) via phone or video conference; or (e) for any claim or counterclaim under \$25,000, by solely the submission of documents to the arbitrator.
- 19.8. **Modification of AAA Rules - Attorney’s Fees and Costs.** You and Spotlease agree that Spotlease will be responsible for payment of the balance of any initial filing fee under the AAA Rules in excess of \$200 for claims of \$75,000 or less. You may be entitled to seek an award of attorney fees and expenses if you prevail in arbitration, to the extent provided under applicable law and the AAA rules. Unless the arbitrator determines that your claim was frivolous or filed for the purpose of harassment, Spotlease agrees it will not seek, and hereby waives all rights it may have under applicable law or the AAA Rules, to recover attorneys’ fees and expenses if it prevails in arbitration.
- 19.9. **Arbitrator’s Decision.** The arbitrator’s decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court with proper jurisdiction. The arbitrator may award declaratory or injunctive relief only on an individual basis and only to the extent necessary to provide relief warranted by the claimant’s individual claim.
- 19.10. **Jury Trial Waiver.** You and Spotlease acknowledge and agree that we are each waiving the right to a trial by jury as to all arbitrable Disputes.
- 19.11. **No Class Actions or Representative Proceedings.** You and Spotlease acknowledge and agree that, to the fullest extent permitted by law, we are each waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney general action, or any other representative proceeding as to all Disputes. Further, unless you and Spotlease both otherwise agree in writing, the arbitrator may not consolidate more than one party’s claims and may not otherwise preside over any form of any class or representative proceeding. If the “class action lawsuit” waiver or the “class-wide arbitration” waiver in this Section 19.11 is held unenforceable with respect to any Dispute, then the entirety of the Arbitration Agreement will be deemed void with respect to such Dispute and the Dispute must proceed in court. If the “private attorney general action” waiver or the “representative

proceeding” waiver in this Section 19.11 is held unenforceable with respect to any Dispute, those waivers may be severed from this Arbitration Agreement and you and Spotlease agree that any private attorney general claims and representative claims in the Dispute will be severed and stayed, pending the resolution of any arbitrable claims in the Dispute in individual arbitration.

- 19.12. Severability. Except as provided in Section 19.11, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect.
- 19.13. Changes. Notwithstanding the provisions of Section 22 (“Modification of Terms”), if Spotlease changes this Section 19 (“Dispute Resolution and Arbitration Agreement”) after the date you last accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email) within thirty (30) days of the date such change became effective, as indicated in the “Last Updated” date above or in the date of Spotlease’s email to you notifying you of such change. Rejecting a new change, however, does not revoke or alter your prior consent to any earlier agreements to arbitrate any Dispute between you and Spotlease (or your prior consent to any subsequent changes thereto), which will remain in effect and enforceable as to any Dispute between you and Spotlease.
- 19.14. Survival. Except as provided in Section 19.12 and subject to Section 14.8, this Section 19 will survive any termination of these Terms and will continue to apply even if you stop using the Service or terminate your user account.

20. Applicable Law and Jurisdiction

These Terms and your use of the Service will be interpreted in accordance with the laws of the State of Georgia and the United States of America, without regard to its conflict-of-law provisions. You and we agree to submit to the personal jurisdiction of a state court located in Fulton County, Atlanta, Georgia or a United States District Court, Northern District of Georgia located in Atlanta, Georgia for any actions for which the parties retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents, or other intellectual property rights, as set forth in the Dispute Resolution and Arbitration Agreement. Except to the extent that you are an individual and permanent resident of the State of Georgia or an entity that maintains an agent for service of process on file with the Georgia Secretary of State, you hereby authorize and appoint Spotlease as your agent and attorney-in-fact to accept service of process for you, on your behalf and in your name, to the maximum extent permitted by Law, but only in connection with disputes

arising with Spotlease. The powers granted by the foregoing are coupled with an interest and may not be revoked without the prior written consent of Spotlease in each and every instance.

21. No Waiver

The failure of Spotlease to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Spotlease. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

22. Modification of Terms

Spotlease reserves the right to modify these Terms at any time in accordance with this provision. If we make changes to these Terms, we will post the revised Terms at <https://spotlease.co/docs/terms-of-use.pdf> and update the “Last Updated” date at the top of these Terms. We will also provide you with notice of the modifications by email at least thirty days before the date they become effective. If you disagree with the revised Terms, you may terminate this agreement immediately. We will inform you about your right to terminate this agreement before the date the revised Terms become effective, your continued access to or use of the Service will constitute acceptance of the revised Terms.

23. Contact and Feedback

We welcome and encourage feedback, comments and suggestions for enhancements to the Service and the App. You may submit feedback by emailing us at support@spotlease.co or asking your Community Admin to provide feedback about something you found could be improved or enhanced by them. You agree that all feedback will become the sole and exclusive property of Spotlease and you hereby irrevocably assign to Spotlease all of your right in and to all feedback.

24. Acknowledgement

As a user of the Service, you agree that you have read and understand all of the Terms mentioned. If you do not understand these Terms, then contact support@spotlease.co to request for clarification before you continue. These Terms (as it may from time to time be amended, restated, or otherwise modified) supersedes any prior agreements, understandings, or negotiations, whether written or oral.