

# CoHome, Inc.

## Terms of Use and Service

Last Updated: April 27, 2023

### Welcome to CoHome!

#### 1. Acceptance of the Terms of Use

(a) These terms of use are entered into by and between You and CoHome, Inc a Delaware Corporation ("Company," "CoHome" "we," or "us" or"our"). The following terms and conditions, ( "Terms of Use") govern your access to and use of <https://www.cohome.com>, including any content, functionality ("Site"), and services offered on or through [cohome.com](http://cohome.com) ("Services")

(b) Please read the Terms of Use carefully before you start to use the Site. By using the Site, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at [W CoHome, Inc. - Privacy Policy, 4828-9670-1903\\_2 \(1\).docx](#), incorporated herein by reference. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Site.

(c) This Site is offered and available to users who are 21 years of age or older. By using this Site, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Site.

#### 2. Changes to the Terms of Use

(a) We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Site thereafter. However, any changes to the dispute resolution provisions set out in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Site.

(b) Your continued use of the Site following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

#### 3. Accessing the Site and Account Security

(a) We reserve the right to withdraw or amend this Site, and any service or material we provide on the Site, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Site, or the entire Site, to users, including registered users.

(b) You are responsible for both: (i) Making all arrangements necessary for you to have access to the Site; (ii) Ensuring that all persons who access the Site through your internet connection are aware of these Terms of Use and comply with them, (iii) To access the Site or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Site that all the information you provide on the Site is correct, current, and complete. You agree that all information you provide to register with this Site or otherwise, including, but not limited to, through the use of any interactive features on the Site, is governed by our Privacy Policy

W CoHome, Inc. - Privacy Policy, 4828-9670-1903\_2 (1).docx , and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

(c) If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Site or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

(d) We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

#### 4. Description of Services provided by CoHome

(a) Subject to the terms and conditions herein, you may register either as a Member or as an Real Estate Agent (Includes Agent, Property Manager, Developer, or Flipper). We enable our registered users (“Members”) to communicate with registered real estate agents (“Agents”) and other Members for the purpose of enabling Members to co-acquire real estate properties listed on our Site (“Listing”) by such Agents. Members can communicate with other Members for the purpose of establishing an interest in co-owning real estate (“Co-Buy Groups”).

(b) We also allow Agents to sign up for our Service to create a listing. Once an Agent set up a profile on the Site, we will have a referral agreement between the Agent's brokerage with CoHome. There are two types of broker partnerships at CoHome. For Agent receives a CoHome referral, after a real estate deal is closed , the escrow agent will send a check OR wire transfer to CoHome as instructed in the escrow agreement; For Agent send a buyer referral at CoHome, after a real estate deal is closed , agent will receive a check OR wire transfer from CoHome as instructed in the referral agreement.

(c) We do not create, manage or offer Listings. We do not create or control any Co-Buy Groups. We do not have control over, and take no responsibility for, any activities

that concern any business transactions or otherwise that may result from the communications through our Site or Services between Members and/or Agents.

(d) We facilitate the contact between the Members and Agents, but do not enter into a real estate agreement with Members or Agents. Other than the Terms of Use and the Privacy Policy, we do not have agreement with any Agent. We do not sell real estate to Members or Agents. Any real estate transaction or payment thereof must be entered into through a contract between the interested parties outside CoHome's Site and Services.

(e) We do not provide payment services as part of our Services to our Members. Payment services are provided by a Third-Party service provider. When you use Third-Party payment services you must comply with their Terms of Use. Our Third-Party provider for payment services is Stripe Inc. [<https://stripe.com/legal/end-users>].

(f) Some Services and parts of our Site are available to you only after you register an account with us either as a Member or Agent. Joining a co-buy group may be subject to completing a criminal and financial verification and credential information meeting eligibility criterias. You can learn more about criminal and financial background check here [<https://stripe.com/legal/financial-connections>]

## 5. Intellectual Property Ownership; Feedback

(a) Intellectual Property. You acknowledge that, we own all right, title, and interest, including all intellectual property rights, in and to the Provider IP. For the purposes of this Section 4(a) Provider IP means Services, the Documentation, and any and all intellectual property provided to you in connection with the foregoing. For the avoidance of doubt, Provider IP does not include Customer Data.

(b) We may provide the possibility to Members and Agents to rate and review each other. Those reviews reflect the opinion of individual Members [or Agents], not that of CoHome. We do not verify the accuracy of such ratings and reviews. You acknowledge and agree that any ideas, feedback, comment or suggestions you provide us or post on the Site is entirely voluntarily, and we are free to use such ideas, feedback, comment or suggestion as we see fit without restriction and without any obligation or remuneration to you. Furthermore, you acknowledge and accept that all such ideas and feedback, comment or suggestions are non-confidential and non-proprietary to you and shall become property of CoHome and that you relinquish any and all rights, including your intellectual property rights in regards of such ideas, feedback, comment and suggestions without any compensation to you.

(c) You will not be entitled to receive any rights whatsoever in any improvement to our technology, Site, App, Services, or any other intellectual property that we may own, that may result from your communication to us. In any case, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish your ideas, feedback, materials or communications for any purpose and without any compensation to you. This provision shall remain in effect even if these Terms terminate or if you stop using our Site or Services.

## 6. Who can use CoHome Services and Site

(a) You can use our Site and Services if you represent and warrant to us that you:

- (i) are at least 21 years old individual or a duly organized, validly existing entity in good standing under the laws any US state;
- (ii) have legal capacity to enter into legally binding agreements;
- (iii) are a resident of the United States;
- (iv) provide accurate information about yourself;
- (v) create only one account (your own);
- (vi) do not share your account access information with others or transfer your account to anyone without express permission;
- (vii) do not infringe on any intellectual property rights, whether third-parties' or CoHome's, while using our Site or Services;
- (viii) for Agents, you have a valid real estate license.

(b) You cannot use our Services if:

- (i) you are listed on any US Government list of prohibited or restricted parties;
- (ii) we previously disabled your account for violations of our Terms or Privacy Policy

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(c) Accessing certain features of our Services may require you to accept additional terms and conditions before the use of such features. If there is any conflict between these Terms and the additional terms applicable to such certain features, the latter will govern with respect to your access to those features unless otherwise specified in such additional terms.

## 7. Terms specific to Members

(a) We are pleased to offer you a free of charge registration of your account and setting up your profile on our Site. Through our Services, you will be able to communicate with other Members and Agents, join any Co-Buy Group (provided eligibility criteria of such a group are met), view Listings, and set up, manage and close your account and profile information on the Site.

While we screen and verify the real estate license of all the Agents registered on our Site, we do not screen their Listings and do not assume liability for any Listing posted by our Agents. We do not take responsibility for the accuracy of the content of Listings.

(b) We do not assume responsibility for the confirmation of any Member's identification. Please note that we do not control third-party providers and they may have terms of use or of service different than our Terms. Please refer to such third-party provider's terms of use or service to determine your rights, obligations and remedies regarding your use of their services.

## 8. Terms specific to Agents

(a) We are pleased to offer you a free of charge registration of your account on our Site. In order to support our Services and Site, you agree to pay us 30% of the gross commission you earn for any real estate transaction relating to a Listing in accordance with the terms and conditions of the Referral Agreement between you and CoHome.

You may also publish a Listing. In doing so, you represent and warrant that all the information provided in your account and any Listing that you may publish is accurate, complete and owned by you, and you hereby undertake to correct any outdated or incorrect information. We may underwrite in order to approve and correct or delete any information on your profile that we discover is incorrect or incomplete. You hereby grant us permission to publish all the information you provide us, including but not limited to your account information visible on your profile, as well as any information that may be provided us about listing or you by a third party provider or that we may find from publicly available sources, such as your name, likeness, your contact information, your real estate license information.

(b) We do not assume responsibility for the confirmation of any Member's identification. You undertake the responsibility to do any identification verification that you may need, through a service provider linked on our Site or otherwise, regarding a Member's identity, criminal and financial records.

(c) You are offered the possibility to request a financial background check of Members through a linked third-party provider's website. Please note that we do not control third-party providers and they may have terms of use or of service different than our Terms. Please refer to such third-party provider's terms of use or service to determine your rights, obligations and remedies regarding your use of their services.

## 9. Terms for the Co-Buy Groups

(a) Co-Buy Group can be formed to communicate with other Members for the purpose of establishing an interest in co-owning real estate. Any Member can join a Co-Buy Group by selecting a single Listing who meets financial and background criteria, and completes non-refundable application payment and acknowledges CoHome Service Agreement. Each Co-Buy Group must automatically include an Agent selected from our application's database.

(b) Once a Co-Buy Group is finalized other Members will be notified on the new Co-Buy Group. Any Member may be provided more information from the group room such as member, agent, property information and legal documents information, and more listings via home page, thus may also join up to three Co-Buy Groups until any participating deal is closed.

(c) Each Member [or Agent] participating in a Co-Buy Group is responsible for maintaining good community practices in such Group, including maintaining civility and promoting safety among the fellow users in the Group.

## 10. Prohibited Activities

(a) You cannot use our Site and Services if:

- (i) such use violates these Terms, our Privacy Policy or any other agreement we may have with you to provide you with access to specific features of our Services;
- (ii) you provide misleading or fraudulent information, defamatory or inaccurate reviews about fellow Members or Agents or try or succeed in manipulating the ratings or reviews about fellow Members or Agents in any manner (including by instructing a third party to provide a positive or negative rating or review);
- (iii) you discriminate against any other Member or Agent, post a Listing, or make any statement that discourages or indicates a preference for or against any Member or Agent, based on disability, gender, religion, race, color of skin, sexual orientation, marital status, ethnicity, country of origin, nationality;
- (iv) you use disparaging, offensive, violent, lude, sexually explicit or threatening content in your communications or reviews;
- (v) such use infringes or violates anyone's rights, including their intellectual property rights;
- (vi) you engage in unauthorized commercial activities, including sales, advertising, barter, contests or illegal activities on our Site or using our Services, or solicit password and other personally identifiable information for unlawful purposes from our users;
- (vii) you interfere in any manner with the proper working of our Site or Services either by using devices, by tampering, by decompiling, reverse engineering, or similarly tempering or attempting to do so with our software, Site, or Services;
- (viii) you submit materials that provide, contain or create computer viruses or any type of malware.

(b) Members and Agents may however indicate preferences that are not prohibited by law such as declining Members with pest or who smoke. To the extent that Members may become co-buyers of properties in Listings, Members and Agents can indicate dietary restrictions or restrictions on the number of people that will be allowed to live on a property.

(c) Should we become aware of any of the activities listed hereinabove, we will ask the Member or Agent to remove the prohibited item from their account, Listing or Co-Buy Group. If the Member or Agent or several users in a Co-Buy Group further engage in uses prohibited hereunder, we may suspend such Member or Agent from our Site and Services or shut down such Co-Buy Group.

## 11. DISCLAIMER

OUR SITE AND SERVICES ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. WHERE A WARRANTY IS IMPOSED BY LAW, SUCH WARRANTY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. YOU UNDERSTAND THAT YOUR USE OF OUR SITE AND SERVICES IS VOLUNTARY AND AT YOUR OWN RISK. YOU ASSUME FULL RESPONSIBILITY FOR YOUR ACTIONS AND CONSEQUENCES RELATED TO OR IN CONNECTION WITH YOUR USE OF THE SITE OR SERVICES.

EVEN WHEN WE UNDERTAKE FINANCIAL AND CRIMINAL BACKGROUND VERIFICATIONS OF A MEMBER OR AGENT, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAWS, WE DISCLAIM ALL THE WARRANTIES, EXPRESS AND IMPLIED, REGARDING A MEMBER'S OR AGENT'S PRIOR ACTS. WE DO NOT GUARANTEE THAT A MEMBER OR AGENT WILL NOT ENGAGE IN MISCONDUCT OR BECOME FINANCIALLY UNSUITABLE FOR ANY PARTICULAR TRANSACTION.

## 12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU ACKNOWLEDGE AND AGREE TO ASSUME THE ENTIRE RISK ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS AND USE OF THE SITE AND SERVICES AND ANY CONSEQUENCES THEREOF. NEITHER COHOME NOR ANY OF ITS EMPLOYEES, OFFICERS, DIRECTORS, OR AGENTS, SHALL BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING LOSS OF DATA, LOSS OF GOODWILL, SERVICE INTERRUPTION, SERVICE OR SITE FAILURES, DAMAGES FOR PERSONAL AND BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OR IN CONNECTION WITH YOUR USE OR INABILITY TO USE THE SITE OR SERVICES, ANY CONSEQUENCES RESULTING FROM YOUR USE OR INABILITY TO USE THE SITE OR SERVICES SUCH AS COMMUNICATIONS, MEETINGS, TRANSACTIONS YOU HAVE WITH AGENTS AND MEMBERS, WHETHER WE HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY DAMAGE. IN ANY CASE, OUR AGGREGATE LIABILITY TO YOU FOR ANY AND ALL DAMAGES RESULTING FROM THESE TERMS, FROM YOUR USE OR INABILITY TO USE OUR SERVICES OR SITE, AND FROM THE DIRECT OR INDIRECT CONSEQUENCES OF YOUR USE OF OUR SITE AND SERVICES SHALL NOT EXCEED ONE HUNDRED US DOLLARS (\$100US). THE FOREGOING LIMITATIONS ARE A FUNDAMENTAL ELEMENT AT THE BASIS OF THE BARGAIN BETWEEN YOU AND COHOME.

SOME JURISDICTIONS DO NOT ALLOW YOU OR US TO EXCLUDE OR LIMIT YOUR OR OUR LIABILITY FOR DEATH, WILLFUL INJURY TO THE PERSON OR PROPERTY, FRAUD, WILLFUL OR NEGLIGENT VIOLATION OF LAWS, CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

13. Indemnification. You agree that you will be personally responsible for your use of our Site, and you agree to defend, indemnify, and hold us, our officers, directors, employees, consultants, affiliates, subsidiaries, and agents, harmless from and against any and all claims, liabilities, damages, losses, and expenses (including attorneys' and accounting fees and costs), arising out of or in any way connected with (i) your access to, use of, or alleged use of our Site; (ii) your violation of the Terms or any applicable law or regulation; (iii) your violation of any third party right, including any intellectual property right, publicity, confidentiality, property, or privacy right; or (iv) any disputes or issues between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

#### 14. Suspension or Termination

(a) These Terms, as may be modified from time to time, shall continuously govern our agreement for as long as you continue to use our Site and Services. You may terminate the agreement with us under these Terms at any time by sending us an email at support@cohome.com.

(b) Without limiting our rights, we may terminate our agreement with you under these Terms and discontinue your access to any Service and our Site by giving you 30 days' notice via email to the latest email address we have for you from the records of your account with us. We also may terminate our agreement with you under these Terms and discontinue your access to any Services or our Site without any notice if you have materially breached your obligations under these Terms or our Privacy Policy, violated applicable laws, regulations or third-party rights, engaged in any prohibited activities listed in Section 7 above or if we believe that such termination is needed to protect our rights and property, those of our other users and third parties.

(c) If our agreement under these Terms has been terminated by CoHome, you may not access our Site or Services through another Member or by setting up another Member or Agent account with us.

(d) After termination, we may continue, at our discretion, to publish your ratings and reviews about other Members and Agents, even after the deletion of your account and profile from our Site, provided that we do so by, at our choice, substituting your name with your initials or completely anonymizing your ratings and reviews.

15. Survival Subject to Section 13, the following sections will survive the termination of these Terms and will continue to apply even after you stop using our Site or Services: the Disclaimers in Section 1, Section 8, 9, 10, 12.

16. Governing Law These Terms are governed by the laws of the State of California, without regard to conflict of law principles.

17. Dispute Resolution In the interest of resolving disputes between you and us in the most expedient and cost effective manner, you and we agree to resolve disputes in small claims court if a claim is within such court's jurisdiction, provided that such action may not be transferred,

removed or appealed to a different court. Notwithstanding any of the above, you agree that either party may seek injunctive or other equitable relief in any state or federal court having jurisdiction to grant such relief in the event of actual or threatened infringement or misappropriation of intellectual property rights. You hereby expressly waive a trial by jury. You hereby agree not to participate in a class action for any claims covered by this agreement. This provision shall survive the termination of this agreement.

18. Modification of the Site. We reserve the right to modify or discontinue, temporarily or permanently, some or all of the Site at any time without any notice or further obligation to you. You agree that we will not be liable to you or to any third party for any modification, suspension, or discontinuance of any of the Site.

## 19. Securities Laws.

(a) Transactions effected through the Site constitute offer and sale of securities under the Securities Act of 1933. The offerings available on the Site, except where otherwise indicated, are only open to independently verified “accredited investors,” in accordance with Rule 506(c) under Regulation D, pursuant to each issuer’s private placement memorandum, or prospectus. Prior to investing, you will be asked to independently verify your “accredited investor” status, except where otherwise indicated.

(b) Offers to sell, or solicitations of offers to buy, any security can only be made in compliance with our Home Policies.

## 20. General

(a) Entire Agreement. These Terms, together with the Privacy Notice, constitute the entire and exclusive understanding and agreement between you and us regarding your use of and access to the Site or Apps, and except as expressly permitted above, may only be amended by a written agreement signed by authorized representatives of the parties.

(b) No Waiver. The failure to require performance of any provision shall not affect our right to require performance at any time thereafter, nor shall a waiver of any breach or default of the Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

(c) Paragraph Headers. Use of paragraph headers in the Terms is for convenience only and shall not have any impact on the interpretation of particular provisions.

(d) Severability. In the event that any part of the Terms is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remaining parts will remain in full force and effect.

(e) Notice to California Residents Under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202,

Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the service or to receive further information regarding use of the service.