

Last Updated: July 8, 2022

Trot Terms of Service

These Terms of Service govern your access to and use of the Trot website (the “**Site**”), the Platform, and the Trot Marketplace, and all Services and Trot Content owned and made available by Trot World, Inc. (“**Trot**” or “**we**” or “**us**” or “**our**”). The Trot Marketplace is an online rental service hosted on our online platform (the “**Platform**”) that connects licensors (“**Licensors**”) offering retail space and office space for rent (“**Rental Space**”) to potential renters (“**Trotters**”). These Terms of Service apply to all users who visit our Site and/or use the Trot Marketplace (“**you**” or “**user**” or “**your**”).

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING OUR SITE AND/OR THE TROT MARKETPLACE. BY USING THE TROT MARKETPLACE, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE, AND YOU ACKNOWLEDGE THAT SUCH AGREEMENT CONSTITUTES A BINDING CONTRACT BETWEEN YOU AND TROT. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, PLEASE DO NOT USE THE SITE OR THE TROT MARKETPLACE. TROT RESERVES THE RIGHT, AT ITS DISCRETION, TO UPDATE OR REVISE THESE TERMS OF SERVICE. PLEASE CHECK THESE TERMS OF SERVICE PERIODICALLY FOR REVISIONS AND UPDATES. YOUR CONTINUED USE OF THE SITE AND TROT MARKETPLACE AFTER THE POSTING OF CHANGES TO THESE TERMS OF SERVICE CONSTITUTES YOUR ACCEPTANCE OF THOSE CHANGES.

THESE TERMS OF SERVICE CONTAIN AN ARBITRATION CLAUSE.

USE OF THE SITE

Anyone can view our Site and the Listings (as defined below); however, you must create a Trot Marketplace Account (“**Account**”) to access the Platform and use the Trot Marketplace.

ACCOUNT REGISTRATION

When you register, you must complete all mandatory registration fields with true, accurate, current and complete information. If your information changes, please promptly update your Account accordingly to ensure that the Trot Marketplace can provide you with accurate and appropriate information and services. We may suspend or terminate your access to and use of the Site and the Trot Marketplace if we have reason to believe that the information you provide upon registration or in any update is untrue, inaccurate, not current, incomplete, or for other reasons in our sole discretion. You are responsible for maintaining the confidentiality of any password you provide or are provided during the registration process, and you are responsible for all activities that occur under your password or Account. Your right to access the Platform and use the Trot Marketplace may be subject to certain fees which will be clearly shown to you during the registration process. We will not charge you any fees without your knowledge and consent. In order complete the registration process and open an Account, you must affirmatively accept these Terms of Service and the Privacy Policy accessible through our Site.

LICENSE TO ACCESS THE PLATFORM AND USE THE TROT MARKETPLACE

Subject to these Terms of Service, the Privacy Policy, and your successful completion of the user registration process and creation of an Account, Trot hereby grants to you a non-sub licensable, non-transferable, non-exclusive license to access the Platform and to use the Trot Marketplace, including the services Trot provides through the Trot Marketplace (“**Services**”) and the information and materials displayed by Trot on the Trot Marketplace (collectively, the “**Trot Content**”) solely for your personal or individual and internal business use. The Trot Marketplace, and the Trot Content and Services available thereon, as well as their selection and arrangement, are protected by copyright, trademark, patent, and/or other intellectual property laws, and any unauthorized use of the Trot Content or Services may violate such laws and these Terms of Service. Our Acceptable Use Terms below details permitted and non-permitted uses of the Site, Platform, Trot Marketplace, Trot Content and Services.

USE OF THE TROT MARKETPLACE

If you are a Licensor with an Account, you may display Rental Space offers (“**Listings**”) on the Trot Marketplace.

If you are a Trotter with an Account, if you are interested in a Listing you viewed on our Site, you may contact us directly through the Trot Marketplace to obtain more information on the Listing, including prices, amenities, and all other information regarding the Rental Space. We will arrange all of the paperwork to enable Trotters to rent Rental Space from Licensors. Agreements between a Trotter and Licensor will be governed by a separate License Agreement entered into by the Licensor and Trotter and managed and implemented by Trot.

LICENSOR CONTENT

In addition to the Trot Content and Services, the Site will display Listings and related information about Rental Space (including pictures and graphics), all of which are owned by the Licensor user (collectively, the “**Licensor Content**”). The Licensor Content is protected in the same manner as Trot Content and may not be copied, republished, framed, downloaded in bulk, transmitted, modified, or used to create derivative works without the Licensor owner’s express written consent. Trot does not warrant or guarantee the veracity or completeness of any of the Licensor Content made available through the Trot Marketplace, and we expressly disclaim any and all damages and liability resulting from any users use or reliance on the Licensor Content. Use of Licensor Content is at each user’s own risk.

THIRD-PARTY SERVICES AND THIRD PARTY DOCUMENTATION

The Site and/or Trot Marketplace may contain links to third-party websites, applications, services or resources (“**Third-Party Services**”) that are subject to different terms and privacy practices. Trot is not responsible or liable for any aspect of such Third-Party Services and links to such Third-Party Services are not an endorsement. Trot may provide to you, from time to time, documents prepared specifically for Trot by third parties (“**Third Party Documents**”) which may include, by way of example only, architectural designs, drawings, and plans relating to the Listings. If you are provided Third Party Documents, you understand and agree that Third Party Documents are provided to you for your convenience as part of the Services, and may be subject to third party copyright. You may not disclose Third Party Documents to any third party without

Trot's prior written consent. You further understand and agree that Trot has not prepared the Third Party Documents, Trot is not responsible or liable to you for your use of the Third Party Documents, and your use of the Third Party Documents is entirely at your risk.

GOOGLE TERMS

Some translations on the Site and/or Trot Marketplace are powered by Google. Google disclaims all warranties related to the translations, express or implied, including any warranties of accuracy, reliability, and any implied warranties for merchantability, fitness for a particular purpose and non-infringement. Some areas of the Site and/or Trot Marketplace implement Google Maps/Earth mapping services, including Google Maps API(s). Licensor's use of Google Maps/Earth is subject to the Google Maps/Google Earth Additional Terms of Service.

USER RESPONSIBILITIES

You are solely responsible for your own conduct when using the Site and the Trot Marketplace, and for providing accurate and truthful information. You are expected and required to comply at all times with the Acceptable Use Policy. You will not use any of our Services or Trot Content or any Third Party Documents or Licensor Content for any purpose outside of the express purposes for which it is provided to you, nor will you disclose any confidential information you may receive through the Trot Marketplace to any third party without the owner's prior written consent.

ACCEPTABLE USE POLICY

All users must abide by this Acceptable Use Policy. You must not advocate, encourage, enable or assist any third party in breaching this Acceptable Use Policy.

- Act responsibly, with integrity, exercise good judgment, and treat others with respect.
 - Be polite and respectful when Licensor communicate or interact with others.
 - Do not use the Site, Platform, or the Trot Marketplace to transmit, distribute, post or submit any information (e.g., photographs or other likenesses, text, drawings, graphics or other creations or works of art, or any personally identifiable information) of any other person or entity without obtaining their express written consent, or take any other action that infringes another person's copyright, trademark, privacy, publicity, likeness, or other intellectual property rights, confidentiality or contractual rights.
 - Do not "stalk" or harass any other user or collect or store any information about any other user, and only use information obtained from the Trot Marketplace to engage in a legitimate and legal transaction as contemplated in these Terms of Service.
 - Follow Trot's Nondiscrimination Policy.
- Be truthful in providing your user information and in registering for an Account.
 - Do not register for more than one user Account.
 - Do not lie, misrepresent something or someone, or pretend to be someone else.

- Do not impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity.
- Do not scrape, hack, reverse engineer, compromise or impair the Site, Platform, or the Trot Marketplace.
 - Do not use bots, crawlers, scrapers, or other automated means to access or collect data or other content from or otherwise interact with the Site, Platform, or the Trot Marketplace.
 - Do not hack, avoid, remove, impair, or otherwise attempt to circumvent any security or technological measure used to protect the Site, Platform, or the Trot Marketplace, including without limitation, launching viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology.
 - Do not use the Site, Platform, or the Trot Marketplace to facilitate the distribution of unsolicited commercial email (“spam”) or advertisements.
 - Do not decipher, decompile, disassemble, or reverse engineer any of the software or hardware used to provide the Site, Platform, or the Trot Marketplace.
 - Do not take any action that could damage or adversely affect the performance or proper functioning of the Site, Platform, or the Trot Marketplace.
- Only use the Site, Platform, and the Trot Marketplace as authorized.
 - Licensor may only use a Trotter’s personal information as necessary to facilitate a transaction using the Trot Marketplace as authorized by this Agreement.
 - Do not use the messaging tools, or Trotters’ personal information to send commercial messages without the recipient’s express consent.
 - Do not use Trot Content or Licensor Content outside of these Terms of Service unless you have been given permission from Trot or the Licensor.
 - Do not request, make, or accept a license or any payment outside of the Trot Marketplace to avoid paying fees, taxes or for any other reason.
 - Do not require or encourage any Trotter to open an Account, leave a review, complete a survey, or otherwise interact, with a third-party website, application or service before, during or after a reservation, unless authorized by Trot.
 - Do not engage in any practices that are intended to manipulate our search algorithm.
 - Do not use, copy, display, mirror or frame any Trot Content, Trot branding, Licensor Content, page layout or design without Trot’s consent.
- Upload Acceptable Licensor Content. If you are a Licensor, do not upload Licensor Content that is:

- Defamatory;
 - contain nudity or sexually explicit content, or is otherwise obscene;
 - disparage any ethnic, racial, sexual, religious, or other group by stereotypical depiction or otherwise;
 - depicts or advocates the use of illicit drugs;
 - makes use of offensive language or images,
 - characterizes violence as acceptable, glamorous or desirable; or
 - link to other websites or Third Party Services.
- Honor Legal obligations.
 - Understand and follow the applicable laws relevant to you, including privacy, data protection, and export laws.
 - If Licensor provides Trot with third party personal information, Licensor: (i) must do so in compliance with applicable laws, (ii) must be authorized to do so, and (iii) authorize us to process that information under Trot’s Privacy Policy.
 - Comply with your obligations and restrictions under your agreements with Trot, other Licensors and Trotters, including non-compete obligations.
 - Do not use the name, logo, branding, or trademarks of Trot or others without permission.
 - Do not use or register any domain name, social media handle, trade name, trademark, branding, logo, or other source identifier that may be confused with Trot branding.
 - Do not offer services that compete with the Site, Platform, or the Trot Marketplace.
 - Do not offer or solicit prostitution or participate in or facilitate human trafficking.

DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY APPLY COLLECTIVELY TO THE SITE, PLATFORM, TROT MARKETPLACE, TROT CONTENT, THIRD PARTY DOCUMENTS, AND SERVICES (COLLECTIVELY, “TROT PROPERTY”). FURTHER, TROT HAS NO CONTROL OVER ANY LICENSOR CONTENT, AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND YOU RELEASE TROT FROM ANY LIABILITY RELATING TO LICENSOR CONTENT. YOU EXPRESSLY AGREE THAT USE OF THE TROT PROPERTY IS AT YOUR SOLE RISK. NEITHER TROT, OUR AFFILIATES, NOR ANY OF OUR EMPLOYEES, AGENTS, OR LICENSORS WARRANT THAT THE TROT PROPERTY WILL BE PROVIDED WITHOUT INTERRUPTION OR ERRORS. WE DO NOT WARRANT THAT THE TROT PROPERTY IS COMPREHENSIVE, ACCURATE, RELIABLE, OR THAT YOU WILL ACHIEVE ANY PARTICULAR RESULTS.

THE TROT PROPERTY IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER APPLICABLE LAW. YOU FURTHER EXPRESSLY AGREE THAT THE INFORMATION, RATINGS, DATA, AND OTHER TROT CONTENT CONTAINED ON ANY PAGE OF OUR SITE OR THE TROT MARKETPLACE IS A WORK OF ART, AND AS SUCH, NO WARRANTIES ARE EXPRESSED OR IMPLIED INCLUDING WITH REGARD TO THE SUITABILITY OF ANY LOCATION, NEIGHBORHOOD OR AREA FOR THE PURCHASE, LEASING, OR RENTING OF REAL PROPERTY. THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INACCURACY, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION, OR USE OF THIS SITE OR THE TROT MARKETPLACE, WHETHER FOR BREACH OF CONTRACT, TORTUOUS BEHAVIOR (INCLUDING STRICT LIABILITY), NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. YOU SPECIFICALLY ACKNOWLEDGE THAT TROT IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD-PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

IN NO EVENT WILL TROT, OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DISTRIBUTING THE TROT PROPERTY BE LIABLE IN CONTRACT, IN TORT (INCLUDING FOR ITS OWN NEGLIGENCE) OR UNDER ANY OTHER LEGAL THEORY (INCLUDING STRICT LIABILITY) FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR SIMILAR DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, LOSS OF USE, OR SIMILAR ECONOMIC LOSS, ARISING OUT OF THE USE OF OR INABILITY TO USE THE TROT PROPERTY. YOU HEREBY ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL USE OF TROT PROPERTY. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL TROT TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING ITS OWN NEGLIGENCE) OR UNDER ANY OTHER LEGAL THEORY (INCLUDING STRICT LIABILITY) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING AND USING ANY OF THE TROT PROPERTY.

INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Trot, our affiliates and their respective directors, officers, employees, and agents from and against any and all claims, actions, demands, damages, costs, liabilities, losses, and expenses (including reasonable attorneys' fees) arising out of your use of the Trot Property or any information you obtain from the Trot Property.

TRADEMARKS

All trademarks and service marks of Trot and its subsidiaries or affiliates displayed on the Site or the Trot Marketplace are subject to state, federal, and/or international trademark protection. Unless expressly authorized by Trot, you may not use our trademarks or service marks.

TERMINATION

We may, in our sole discretion, immediately suspend or terminate your access to and use of the Site or Trot Marketplace if you violate any applicable law or regulation or fail to comply with any provision of these Terms of Service or any other agreement between us pertaining to your use of the Trot Marketplace, including payment of any amounts due to us under such agreements. Users of the Site or the Trot Marketplace may report any actual or potential violations of these Terms of Service at any time, and we reserve the right to suspend, terminate, or limit your access to and use of the Site or Trot Marketplace based upon such reported actual or potential violations, or for any other reason, in our sole discretion. If we terminate your use of the Site or the Trot Marketplace because you have breached these Terms or Service or other agreement between us, you will not be entitled to a refund of any portion of the fees or payments (if any) that you paid to us in connection with your license to and use the Platform or Trot Marketplace, and you shall remain obligated to pay the remainder of any amounts still owed to us. If you breach these Terms of Service, we may, in addition to our rights of termination, pursue all available monetary damages and equitable remedies, including the right to retain any fees paid to us in advance for our losses, damages, costs, expenses and attorneys' fees arising from your breach.

Once a License Agreement for a Rental Space has been executed by the Trotter, we will then run the Trotter's credit card and hold it for 72 hours pending execution of the License Agreement by the Licensor. If the Licensor decides within that 72 hours to reject the License Agreement, Trot will release funds held under the Trotter's credit card. If the Licensor has neither accepted nor rejected the License Agreement within 72 hours from the Trotter's submission of the License Agreement, Trot will have the right in our sole discretion to cancel the License Agreement, and we will release the funds held under the Trotter's credit card.

MODIFICATIONS

We may, in our discretion and without liability to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, any portion of the Site, the Trot Marketplace, Services, Trot Content, or Licensor Content offered thereon.

ELECTRONIC VIRUSES AND EXPORT CONTROL

Trot assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property arising from your access to and use of the Platform, Site, or Trot Marketplace or your downloading of any Trot Content or Licensor Content.

GENERAL

These Terms of Service and the other rules, guidelines, licenses and disclaimers posted on the Site and the Trot Marketplace constitute the entire agreement between Trot and you with respect to your use of the Site, Platform, and Trot Marketplace.

GOVERNING LAW AND VENUE

These Terms of Service will be interpreted in accordance with the laws of the State of New York and the United States of America, without regard to conflict-of-law provisions. Judicial

proceedings (other than small claims actions) that are excluded from the arbitration clause in this section and must be brought in state or federal court in New York County. The parties consent to venue and personal jurisdiction in New York County, New York.

ARBITRATION

Any controversy or claim arising out of or relating to these Terms of Service, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Claims shall be heard by a single arbitrator. The arbitration shall be governed by the laws of the State of New York. Time is of the essence for any arbitration under these Terms of Service and arbitration hearings shall take place within 90 days of filing and awards rendered within 120 days. The arbitrator(s) shall agree to these limits prior to accepting appointment. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Each party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. Notwithstanding anything set forth herein to the contrary, any arbitration hearing may be conducted, at Trot's option: (a) in the U.S. county where Licensor resides; (b) in New York County; (c) via phone or video conference; or (d) if all parties agree, by solely the submission of documents to the arbitrator. Licensor and Trot each agree that the following causes of action and/or claims for relief are exceptions to this arbitration clause and will be brought in a judicial proceeding in a court of competent jurisdiction: (i) any claim or cause of action alleging actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights; or (ii) any claim or cause of action seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack). In the event that any portion of this arbitration clause is deemed illegal or unenforceable, such provision will be severed and the remainder of this arbitration clause will be given full force and effect.

SEVERABILITY; NO WAIVER

If for any reason a court of competent jurisdiction finds any provision of these Terms of Service, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effectuate the intent of the parties as reflected by that provision, and the remainder of these Terms of Service shall continue in full force and effect. Any failure by Trot to enforce or exercise any provision of these Terms of Service or related right shall not constitute a waiver of that right or provision.

All questions should be directed to info@trotflex.com or by mail to: 1270 Broadway, Suite 911, New York NY 10001.