

# TRULO CORPORATION

## CANCELLATION AND REFUND POLICY

*Effective Date: March 1, 2026*

*Last Updated: March 1, 2026*

This Cancellation and Refund Policy ("Policy") governs all cancellations and refund requests made in connection with bookings on the Trulo Platform. This Policy is incorporated by reference into the Master Terms of Service, Host Listing Agreement, Tenant User Agreement, and every Commercial License Agreement facilitated by Trulo.

Trulo's goal is to be fair to both Hosts and Tenants. This Policy is designed to protect both parties while minimizing the financial and operational disruption caused by cancellations.

### 1. Defined Terms

#### "Cancellation"

means any termination of a confirmed Booking before or during the term of the Commercial License Agreement.

#### "Pre-Occupancy Cancellation"

means a cancellation initiated before Tenant has taken occupancy of the Space (i.e., before the Effective Date of the License).

#### "Protected Period Cancellation"

means any attempted cancellation during the first thirty (30) days of a Commercial License Agreement.

#### "Rolling Notice Termination"

means a termination initiated after the Protected Period expires, subject to the 30-day written notice requirement.

#### "License Fee"

means the base monthly payment from Tenant to Host, excluding Trulo's service fees.

#### "Tenant Service Fee"

means the 10% monthly fee charged by Trulo to Tenants.

#### "Host Fee"

means the 2% monthly fee deducted by Trulo from Host payouts.

#### "Non-Refundable Fees"

means the Tenant Service Fee and the Host Fee, which are earned by Trulo upon processing and are non-refundable in all circumstances except as expressly stated below.

### 2. Pre-Occupancy Cancellations — By Tenant

If Tenant cancels a confirmed Booking BEFORE taking occupancy (i.e., before the Effective Date of the Commercial License Agreement), the following refund schedule applies:

#### 2.1 Cancellation More Than 7 Days Before Start Date

- License Fee: 100% refund to Tenant
- Tenant Service Fee: NON-REFUNDABLE
- Host receives: The Host Fee is deducted from the License Fee; if Tenant cancels pre-occupancy, Host receives 0% of the License Fee (since occupancy did not occur); Trulo refunds the License Fee to Tenant in full and absorbs the Host Fee

#### 2.2 Cancellation 3–7 Days Before Start Date

- License Fee: 50% refund to Tenant
- Remaining 50% of License Fee: Paid to Host as cancellation compensation
- Tenant Service Fee: NON-REFUNDABLE

#### 2.3 Cancellation Less Than 3 Days Before Start Date

- License Fee: NO REFUND
- Tenant Service Fee: NON-REFUNDABLE
- Full License Fee is paid to Host

Rationale: Hosts who receive a very short-notice cancellation have limited ability to rebook the Space and deserve compensation for their lost opportunity.

### 3. Pre-Occupancy Cancellations — By Host

#### 3.1 Host Voluntary Cancellation (Manual Approval)

If a Host cancels a Booking that the Host manually approved, before Tenant occupies the Space:

- Tenant receives a 100% refund of ALL amounts paid (License Fee and Tenant Service Fee)
- Trulo will impose a Host Disruption Fee of 20% of the first month's License Fee, charged to the Host's card on file
- The Host Disruption Fee is retained by Trulo to offset operational and rebooking costs
- Host's listing performance score will be negatively impacted

### 3.2 Host Cancellation After Auto-Approval

If a Host cancels a Booking that was auto-approved (due to non-response within the 48-hour window):

- Tenant receives a 100% refund of ALL amounts paid
- Trulo charges the Host Cancellation Penalty: 30% of the first month's base License Fee, retained by Trulo
- Host's listing performance score will be negatively impacted
- Three or more such cancellations within 12 months may result in account suspension

### 3.3 Host Emergency Cancellation

In the event of a genuine emergency (fire, flood, structural failure, government condemnation) preventing Host from making the Space available, Host must notify Trulo within 24 hours with supporting documentation. Trulo may, in its discretion, waive or reduce the Host Disruption Fee if the emergency is verified. Tenant will receive a full refund regardless.

## 4. Cancellations During the Protected Period

**THE 30-DAY PROTECTED PERIOD IS A HARD LOCK-IN. NEITHER PARTY MAY CANCEL FOR CONVENIENCE. ANY PURPORTED CONVENIENCE CANCELLATION DURING THIS PERIOD IS VOID AND OF NO LEGAL EFFECT.**

### 4.1 Tenant Attempts to Cancel During Protected Period

If Tenant attempts to cancel or abandon the Space during the Protected Period without a permitted basis:

- No refund of any amount paid for the Protected Period
- Tenant remains liable for the License Fee and Tenant Service Fee through the end of the Protected Period
- Trulo will continue to process monthly charges if the License Agreement so requires
- Host may pursue unpaid amounts through Trulo's dispute process

### 4.2 Host Attempts to Cancel During Protected Period

If Host attempts to lock out, exclude, or effectively cancel Tenant's access during the Protected Period without a permitted basis:

- Tenant receives a full prorated refund of all amounts paid for the remainder of the Protected Period
- Trulo charges Host a penalty of one full month's License Fee, retained by Trulo
- Host's account may be suspended pending investigation

### 4.3 Permitted Terminations During Protected Period

The following are the ONLY grounds for termination during the Protected Period:

- Material breach by one party that remains uncured for 5 business days after written notice
- Space rendered physically uninhabitable or inaccessible by Host's action or inaction
- Lawful government order requiring cessation of operations or vacation of the Space
- A Force Majeure Event (see Section 7 below)

In cases (2) and (3) above, Tenant receives a full prorated refund of prepaid amounts. In case (1), the non-breaching party is entitled to the remedies specified in the Commercial License Agreement.

## 5. Terminations After the Protected Period (Rolling Notice)

### 5.1 Valid Notice

After the Protected Period expires, either Host or Tenant may terminate the Commercial License Agreement by providing thirty (30) days' written notice through the Trulo Platform. Termination is only effective as of the next monthly License Fee payment date following the expiration of the 30-day notice period.

### 5.2 Financial Obligations During Notice Period

- Tenant is obligated to pay the License Fee and Tenant Service Fee for each full month within the notice period
- If the effective termination date falls before a scheduled monthly charge, that charge will not be collected
- No refunds are issued for amounts already paid and earned prior to the effective termination date

### 5.3 Early Departure During Notice Period

If Tenant vacates the Space before the effective termination date, Tenant remains financially obligated for the remaining period through the effective termination date. The Space remains available to Tenant through the effective termination date.

### 5.4 Refund Upon Valid Termination

If Tenant has prepaid any amount for a period after the effective termination date, Trulo will refund such amounts within seven (7) business days of the termination effective date.

## 5.5 Notice Delivery During Platform Outage

Termination notices submitted through the Trulo Platform dashboard are the primary and preferred method of delivery. However, Trulo acknowledges that Platform outages, maintenance windows, or technical failures may occasionally prevent a party from accessing the dashboard at the time they wish to deliver a termination notice. In such circumstances:

- **Email Alternative:** A termination notice sent by email to legal@jointrulo.com (for Host-initiated terminations) or support@jointrulo.com (for Tenant-initiated terminations) with the subject line 'NOTICE OF TERMINATION — [Booking ID]' and the sender's registered Platform email address constitutes valid notice delivery for purposes of this Policy. The effective date of the notice is the date and time of email transmission.
- **Confirmation Obligation:** The party who delivers notice by email during a Platform outage must re-confirm the notice through the Platform dashboard within forty-eight (48) hours of the outage being resolved. Failure to re-confirm within 48 hours does not invalidate the original email notice but may affect Trulo's ability to process any associated refunds or status changes on an expedited basis.
- **Written Hardcopy Alternative:** Certified mail or overnight courier to Trulo Corporation, Attn: Legal, 123 Main Street, Boston, MA 02101, also constitutes valid delivery with the notice date being the date of mailing (certified mail) or the confirmed delivery date (overnight courier).

Trulo is not responsible for delays in processing termination notices that result from Platform outages, provided the party used one of the alternative delivery methods described above in a timely manner.

## 6. Non-Refundable Fees and Mandatory Refund Exceptions

### 6.1 Generally Non-Refundable

Trulo's transaction fees are generally non-refundable once a Booking is confirmed and payment is processed:

- **Host Fee (2%):** Deducted from Host payouts; earned upon Booking confirmation and non-refundable in all cases

### 6.2 Mandatory Refund of Tenant Service Fee — Host-Fault and Force Majeure Cancellations

**NOTICE — FTC 2026 UNFAIR TERMS COMPLIANCE: Retaining a Tenant Service Fee when the platform failed to deliver the core facilitation due to Host default or a Verified Force Majeure Event constitutes an unjust enrichment risk under FTC Unfair Terms guidelines. Accordingly, Trulo WILL issue a full refund or 100% Platform Credit of the Tenant Service Fee in the following circumstances:**

- **Host Voluntary Pre-Occupancy Cancellation (Section 3.1):** Host cancels a Booking it had manually accepted before Tenant takes occupancy
- **Host Cancellation After Auto-Approval (Section 3.2):** Host cancels a Booking auto-approved due to Host non-response, before Tenant takes occupancy
- **Verified Force Majeure Event — Pre-Occupancy (Section 7):** A Verified Force Majeure Event renders the Space unavailable before Tenant's first day of occupancy and Trulo verifies the event

### 6.3 Refund Form and Election

Where a Tenant Service Fee refund is mandatory under Section 6.2, the refund will be issued as follows:

- **Default:** 100% Trulo Platform Credit redeemable on any future Booking, issued within 3 business days of cancellation confirmation. Platform Credit is valid for 24 months from the date of issuance. If a Tenant's account is closed with unused Platform Credit, Trulo will convert the remaining balance to a cash refund to the original payment method within 14 business days of account closure. Platform Credit is non-transferable and has no cash value except as described herein.
- **Cash Refund Election:** Tenant may request a cash refund to the original payment method by submitting a written request to refunds@jointrulo.com within seven (7) calendar days of the cancellation confirmation. Cash refunds are processed within 5–10 business days via Stripe.
- If no election is made within 7 days, the Platform Credit is issued automatically

### 6.4 Circumstances Where Tenant Service Fee Remains Non-Refundable

- All Tenant-initiated pre-occupancy cancellations (Sections 2.1, 2.2, 2.3)
- Any cancellation after Tenant has taken physical occupancy of the Space (the facilitation service was fully delivered)
- Tenant-fault terminations during or after the Protected Period
- Force Majeure Events occurring after occupancy begins (pro-rated License Fee refunds still apply; see Section 7.3)

### 6.5 Platform Error Exception

If Trulo is solely at fault for a failed transaction (e.g., a platform technical error that prevented a valid Booking from being fulfilled with no Host or Force Majeure involvement), Trulo may, in its sole discretion, refund the Tenant Service Fee regardless of the above tiers.

## 7. Force Majeure Cancellations

### 7.1 What Qualifies as Force Majeure

The following events may qualify as Force Majeure Events under this Policy:

- **Natural disasters:** Earthquakes, hurricanes, floods, tornadoes, wildfires
- **Government orders:** Mandatory evacuations, emergency orders requiring business closure, declared states of emergency
- **Public health emergencies:** WHO or CDC-declared pandemics, government-mandated quarantines
- **Building emergencies:** Fire, structural failure, utility loss exceeding 72 hours, HAZMAT contamination
- **Civil unrest:** Government-ordered curfews, riots directly affecting the Space

### 7.2 What Does NOT Qualify

- Change of mind or business strategy

- Financial hardship or inability to pay
- Slow business performance or poor foot traffic
- Normal weather inconveniences
- Availability of a better alternative space
- Failure to obtain required permits or licenses

### 7.3 Refund Upon Verified Force Majeure

If a Force Majeure Event is verified by Trulo:

- If the event occurs before occupancy begins: Full refund of License Fee; Tenant Service Fee is non-refundable
- If the event occurs during the License term: Prorated refund for unused days remaining in the month; Tenant Service Fee is non-refundable for the current month
- Subsequent monthly charges are suspended while the Force Majeure Event continues
- If the Force Majeure Event continues for more than 30 consecutive days, either party may terminate the License Agreement without penalty

### 7.4 Claiming Force Majeure

To claim a Force Majeure refund, submit a request to [disruption@jointrulo.com](mailto:disruption@jointrulo.com) within seventy-two (72) hours of the event with: (a) Booking ID; (b) description of the event; and (c) supporting documentation (government orders, news reports, official notices, or photographs). Trulo will review and respond within 7 business days.

## 8. Refund Processing

### 8.1 Timeline

- Credit/debit card refunds: 5–10 business days after approval
- Bank account (ACH) refunds: 7–10 business days after approval

Refund timelines are subject to the policies of Stripe and your financial institution. Trulo will process approved refunds promptly but is not responsible for delays caused by banks or payment processors.

### 8.2 Refund Method

Refunds are issued to the original payment method. If the original payment method is no longer available, Trulo will work with the requesting party to identify an alternative refund method.

### 8.3 Disputes

If you believe a refund determination is incorrect, submit a written appeal to [appeals@jointrulo.com](mailto:appeals@jointrulo.com) within fourteen (14) days of the determination. A different Trulo team member will review your appeal within 7–10 business days. Trulo's decision on appeal is final.

## 9. How to Submit a Cancellation

All cancellations must be submitted through the Trulo Platform via the "Cancel Booking" feature in your account dashboard. Cancellations communicated only by email, phone, or text message to Trulo or the other party are NOT effective for purposes of triggering refund or notice periods under this Policy. The Platform submission date and time determines the applicable refund tier.

## 10. Chargeback and Credit Card Dispute Policy

**IMPORTANT — PLEASE READ BEFORE FILING A CHARGEBACK: Filing a credit card chargeback ('dispute') with your bank or card issuer instead of using Trulo's refund and dispute process may delay your resolution, result in suspension of your Trulo account, and may violate this Agreement. Please use Trulo's internal process first.**

### 10.1 What Is a Chargeback?

A chargeback occurs when a Tenant contacts their credit card issuer, bank, or payment network (Visa, Mastercard, American Express, Discover) to dispute a charge and request reversal of a payment. Chargebacks are a consumer protection mechanism designed for fraudulent or unrecognized transactions. They are NOT designed to be used as a substitute for Trulo's internal cancellation, refund, and dispute processes.

### 10.2 When Chargebacks Are Appropriate

A chargeback filed with your payment card issuer may be appropriate only in limited circumstances, including: (a) you do not recognize a Trulo charge on your account and believe it may be fraudulent; (b) you have already exhausted Trulo's internal dispute process and received a final determination you believe was in error; or (c) Trulo has become insolvent or is otherwise unreachable. Chargebacks filed without first attempting Trulo's internal process, or filed as a tactic to obtain a refund outside of this Policy's terms, constitute improper use of the chargeback system and may violate applicable law.

### 10.3 Consequences of Filing a Chargeback

If a Tenant files a chargeback with their card issuer:

- Trulo will be notified of the chargeback by its payment processor (Stripe) and will be provided the opportunity to submit evidence contesting the chargeback ('representation');
- Trulo will submit evidence to the card network demonstrating that the charge was authorized and consistent with this Policy;
- If the chargeback is found in Trulo's favor, the disputed amount will be recaptured from Tenant, and Tenant may be charged an additional chargeback processing fee of up to \$25 per chargeback, as permitted by applicable law and card network rules;
- Pending resolution of any chargeback, Tenant's account will be suspended from making new Bookings;
- Repeated chargeback filings, or filing a chargeback for a charge that is consistent with this Policy, may result in permanent termination of Tenant's Platform account.

#### **10.4 Trulo's Representation Process**

Trulo takes all chargeback disputes seriously. Trulo's representation submissions to card networks typically include: (a) the signed Tenant User Agreement and booking confirmation; (b) email correspondence confirming the Tenant's Booking; (c) evidence of Space access delivery; (d) any Platform communications relevant to the disputed charge; and (e) this Cancellation and Refund Policy. Trulo maintains a win rate of approximately [X]% in representation proceedings. Filing an improper chargeback does not guarantee a refund.

#### **10.5 Preferred Alternative to Chargebacks**

Tenants who believe they are entitled to a refund should always use Trulo's internal process first: submit a cancellation through the Platform, contact [support@jointrulo.com](mailto:support@jointrulo.com), submit a dispute through the Platform's dispute portal, or file an appeal at [appeals@jointrulo.com](mailto:appeals@jointrulo.com). Trulo's internal process is typically faster than a bank chargeback process (which can take 45–120 days) and does not risk account suspension or chargeback fees.

### **11. Questions and Contact**

For questions about this Policy, cancellations, or refund status:

- Submit a cancellation: Platform dashboard — "Cancel Booking"
- General support: [support@jointrulo.com](mailto:support@jointrulo.com)
- Force majeure claims: [disruption@jointrulo.com](mailto:disruption@jointrulo.com)
- Refund appeals: [appeals@jointrulo.com](mailto:appeals@jointrulo.com)

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