

# TRULO CORPORATION

## MASTER TERMS OF SERVICE

Effective Date: March 1, 2026

Last Updated: March 1, 2026

**IMPORTANT — PLEASE READ CAREFULLY. BY CREATING AN ACCOUNT OR USING THE TRULO PLATFORM, YOU AGREE TO THESE TERMS. SECTION 17 CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER THAT AFFECTS YOUR LEGAL RIGHTS.**

### 1. Definitions

As used throughout these Terms, the following defined terms apply:

**"Trulo" / "we" / "us" / "our"**

means Trulo Corporation, a Delaware corporation, operating the Platform at jointrulo.com.

**"Platform"**

means the Trulo website, mobile applications, APIs, and all related technology services.

**"Host"**

means any user who lists a commercial Space for use by Tenants through the Platform.

**"Tenant"**

means any user who books or occupies a Space through the Platform.

**"User" / "you"**

means any person or entity that accesses or uses the Platform, including both Hosts and Tenants.

**"Space"**

means the commercial real estate space, including retail storefronts, offices, warehouses, and event/flex spaces, listed by a Host on the Platform.

**"Listing"**

means a Space that a Host makes available for booking on the Platform.

**"Commercial License Agreement" or "License"**

means the limited, revocable, non-possessory license agreement between a Host and a Tenant for use of a Space, facilitated by and subject to the terms set forth in these Terms. A Commercial License Agreement is NOT a lease and does not create a tenancy or any property interest.

**"Booking"**

means a confirmed reservation for a Space under a Commercial License Agreement.

**"Host Fee"**

means the 2% monthly fee charged to Hosts on each monthly License Fee payment processed through the Platform.

**"Tenant Service Fee"**

means the 10% monthly fee charged to Tenants on each monthly License Fee payment processed through the Platform.

**"License Fee"**

means the monthly payment made by a Tenant to a Host for use of the Space, exclusive of Trulo's fees.

**"Protected Period"**

means the first thirty (30) calendar days of an active Commercial License Agreement, during which neither Host nor Tenant may terminate the Agreement except as expressly provided herein.

**"Rolling Notice Period"**

means the thirty (30) day written termination notice required after the Protected Period expires, which must be effective as of the next monthly License Fee payment date.

### 2. Platform Overview and Trulo's Role

#### 2.1 What Trulo Is

Trulo operates an online marketplace that connects Hosts of commercial real estate with Tenants seeking short-term to mid-term commercial space access (typically month-to-month). Trulo's role is limited to providing technology infrastructure, payment processing facilitation, and support services.

#### 2.2 Trulo is NOT a Party to Your License Agreement

Trulo is NOT a landlord, property manager, real estate broker, or party to any Commercial License Agreement between a Host and a Tenant. The legal relationship for use of any Space is formed exclusively between the Host and the Tenant. Trulo acts solely as a limited technology platform and payment facilitation agent.

#### 2.3 Commercial License — Not a Lease

ALL transactions on the Trulo Platform are structured as commercial licenses, NOT leases. No use of the Platform, no Booking, and no Commercial License Agreement creates a tenancy, a leasehold estate, a right of exclusive possession enforceable under landlord-tenant law, or any other property interest in any Space. Users expressly waive any rights arising under Massachusetts General Laws Chapter 186 or any other landlord-tenant statute to the maximum extent permitted by law.

If any court of competent jurisdiction determines that a tenancy has been created notwithstanding the foregoing, the parties agree that such tenancy shall be a tenancy at will, terminable by either party upon thirty (30) days' written notice, effective on the next monthly payment date.

## 2.4 What Trulo Does NOT Do

- Own, manage, inspect, control, or operate any Space
- Employ, supervise, or control any Host or Tenant
- Verify the accuracy, safety, or legal compliance of any Listing
- Guarantee the performance, character, or suitability of any User
- Act as a real estate broker or agent for either party
- Provide legal advice, tax advice, or insurance

## 3. Account Registration and Eligibility

### 3.1 Requirements

To use the Platform, you must:

- Be at least 18 years of age. The Trulo Platform is NOT directed at, and does not knowingly collect personal information from, individuals under the age of 13. If Trulo becomes aware that a user under 13 has created an account or provided personal information, Trulo will immediately terminate that account and delete all associated data in compliance with the Children's Online Privacy Protection Act (COPPA, 15 U.S.C. §§ 6501–6506). Users between 13 and 17 may not use the Platform without a verified adult or business entity sponsor. Any user who misrepresents their age assumes full legal responsibility for all resulting obligations.
- Have full legal capacity to enter into binding contracts
- If acting on behalf of a business entity, have authority to bind that entity
- Not be a person or entity listed on the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons List (SDN List), the EU Consolidated List, or any other applicable government sanctions list, and not be owned or controlled by any such listed party. By creating an account, you represent and warrant that you are not subject to any applicable trade or economic sanctions. Trulo reserves the right to terminate any account if it later determines a User is a sanctioned party.
- Not have been previously suspended or banned from the Platform
- Provide accurate, current, and complete registration information

### 3.2 Account Security

You are solely responsible for all activity occurring under your account. You must notify Trulo immediately at [legal@jointrulo.com](mailto:legal@jointrulo.com) if you discover or suspect any unauthorized use of your account. Trulo is not liable for any loss arising from unauthorized account access where you failed to promptly notify us.

### 3.3 Business Accounts

If you register as a business entity, you represent and warrant that you are duly organized and in good standing under the laws of your jurisdiction, and that the individual completing registration has authority to bind the entity to these Terms.

## 4. Platform Fees and Payment Terms

### 4.1 Host Fees

Trulo charges Hosts a fee equal to two percent (2%) of each monthly License Fee collected through the Platform. The Host Fee is deducted automatically before payout. By listing a Space on the Platform, Hosts authorize Trulo to deduct the Host Fee from each License Fee remittance.

### 4.2 Tenant Service Fee

Trulo charges Tenants a service fee equal to ten percent (10%) of each monthly License Fee. The Tenant Service Fee is collected by Trulo at the time of each monthly payment. Tenants are responsible for paying the License Fee plus the Tenant Service Fee each month.

### 4.3 Payment Example

For a Space with a License Fee of \$3,000 per month:

- Tenant pays: \$3,000 (License Fee) + \$300 (10% Service Fee) = \$3,300 per month
- Host receives: \$3,000 minus \$60 (2% Host Fee) = \$2,940 per month
- Trulo collects: \$360 per month (\$300 + \$60)

### 4.4 Payment Processing and PCI DSS

All payments are processed through Stripe, Inc. (a PCI DSS Level 1 certified payment processor) or its successors. By using the Platform, you agree to Stripe's Terms of Service (available at [stripe.com/legal](https://stripe.com/legal)). Trulo does not store, process, or transmit full payment card numbers, CVV codes, or other sensitive cardholder data on its own servers. Payment card data is tokenized and handled exclusively by Stripe in accordance with the Payment Card Industry Data Security Standard (PCI DSS). Trulo's role in payment processing is limited to initiating payment requests through Stripe's API. In the event of a payment data security incident, Stripe is the responsible party for cardholder data protection. For questions about Stripe's data security practices, contact Stripe directly.

### 4.5 First Month Payment

Upon Booking confirmation, the Tenant must pay the first month's License Fee plus the Tenant Service Fee. These funds are held by Trulo through Stripe until the first full day of occupancy, at which point the License Fee (minus the Host Fee) is released to the Host.

### 4.6 Recurring Monthly Payments — Auto-Billing Disclosure

**AUTO-BILLING DISCLOSURE (FTC Negative Option Rule and M.G.L. c. 93 §14B Compliance):** By confirming a Booking, you authorize Trulo to charge your payment method on file automatically each month until the Commercial License Agreement is properly terminated. YOUR PAYMENT METHOD WILL BE CHARGED AUTOMATICALLY WITHOUT FURTHER NOTICE OR APPROVAL EACH BILLING CYCLE. To cancel recurring billing,

**you must provide valid termination notice as described in the Cancellation and Refund Policy (Section 6 of these Terms and the Cancellation Policy). Simply stopping use of the Space does NOT cancel billing obligations. Massachusetts residents: under M.G.L. c. 93 §14B, you may cancel this automatic renewal at any time by providing written termination notice through the Platform, as described in the Cancellation and Refund Policy. Trulo will send a billing reminder three (3) days before each monthly charge to the email address on file.**

After the initial payment, subsequent monthly payments are automatically charged to the Tenant's payment method on file on the monthly anniversary of the start date of the License Agreement (e.g., if occupancy begins on March 5, recurring charges occur on April 5, May 5, etc.). Trulo will send a billing reminder to the email address on file three (3) days before each monthly charge. Late payments may result in a late fee of up to five percent (5%) of the License Fee if not received within five (5) business days of the due date.

#### 4.7 Host Card Authorization

As a condition of listing a Space on the Platform, Hosts must provide a valid credit or debit card and expressly authorize Trulo to charge such card for any penalties, fees, or amounts owed to Trulo as described in these Terms and the Host Listing Agreement, including but not limited to the Host Cancellation Penalty described in Section 6.4.

#### 4.8 Taxes and Tax Indemnification

Each User is solely responsible for determining and fulfilling their own tax obligations arising from use of the Platform, including income taxes, self-employment taxes, sales taxes, and any applicable occupancy, lodging, or commercial space taxes. Trulo does not provide tax advice.

IRS Form 1099-K: Trulo is required by law to issue IRS Form 1099-K to any Host whose gross payment volume processed through the Platform exceeds \$5,000 in a calendar year (the threshold may be adjusted by IRS guidance). Trulo will issue Form 1099-K by January 31 of the following year to the Host's address and email on file, and will file a copy with the IRS as required. This obligation is Trulo's independent legal obligation and does not depend on Host consent or participation. Hosts who fail to provide an accurate Taxpayer Identification Number (TIN) through Stripe's identity verification process will have their 1099-K issued using the information available in Stripe's system; Host is solely responsible for any IRS penalties, interest, or assessments resulting from inaccurate or missing TIN data. Host acknowledges that they cannot opt out of 1099-K reporting if they meet the applicable threshold.

Host Tax Indemnification: Each Host agrees to indemnify, defend, and hold harmless Trulo Corporation, its officers, directors, employees, and agents from and against any IRS penalties, back-taxes, interest, fines, assessments, or other tax liabilities imposed on or assessed against Trulo that arise directly from: (a) inaccurate, incomplete, or fraudulent TIN or other tax identification information provided by Host through Stripe or the Platform; (b) Host's failure to update tax information as required; or (c) any IRS or state tax authority determination that Trulo failed to properly report Host income due to Host-provided errors. This indemnification obligation survives termination of this Agreement and Host's account.

Occupancy Taxes: To the extent any federal, state, or local government imposes a hotel, lodging, occupancy, or commercial space tax on License Fee transactions, Host is solely responsible for collecting and remitting such taxes to the appropriate taxing authority unless Trulo expressly notifies Hosts in writing that it will collect and remit such taxes on their behalf.

### 5. The Booking Process

#### 5.1 Tenant Booking Request

A Tenant initiates a Booking by submitting a booking request through the Platform for a specific Space and start date. Submission of a request is not a confirmed Booking.

#### 5.2 Host Response Window — 48 Hours

Upon receipt of a booking request, the Host has forty-eight (48) hours to accept or decline. The 48-hour window begins at the time Trulo sends the initial notification to Host.

#### 5.3 Confirmation of Assent — Dual Notification Requirement

To ensure mutual assent and eliminate 'lack of notice' defenses to auto-approval, the 48-hour response window operates as follows:

- Notification 1 (Immediate): Trulo will send an 'Urgent Action Required — Booking Request Received' notification to the Host's registered email address immediately upon receipt of a Tenant booking request.
- Notification 2 (24-Hour Reminder): If Host has not responded within twenty-four (24) hours of the initial notification, Trulo will send a second 'URGENT: 24 Hours Remaining — Booking Will Auto-Approve' notification to Host's registered email address AND to Host's registered SMS/mobile number on file.
- By registering as a Host on the Platform, Host consents to receive these transactional SMS notifications. Host may not opt out of these notifications while maintaining an active Listing, as they are essential to the Booking process.
- Both notifications will clearly state: 'If you do not respond within [remaining time], this Booking will be automatically approved and you will be legally bound by the resulting Commercial License Agreement.'

#### 5.4 Auto-Approval — Onboarding Confirmation Required

If the Host does not accept or decline the booking request within the 48-hour window after receiving both required notifications under Section 5.3, the Booking is automatically approved by operation of these Terms. The Host is bound by the resulting Commercial License Agreement as if they had manually approved the Booking.

Speed Bump Confirmation: To prevent adhesion contract defenses, Hosts are required to click an explicit standalone "I AGREE TO AUTO-APPROVAL" confirmation during the Trulo onboarding flow — separate from the general Terms acceptance — before any Listing may be activated. This confirmation screen specifically discloses the 48-hour response window, the dual notification process (Section 5.3), the binding legal effect of auto-approval, and the Host Cancellation Penalty. Hosts who have completed registration prior to implementation of this requirement will be required to provide this confirmation upon their next login before accessing their active Listings. By listing a Space on the Platform — including clicking the required auto-approval confirmation — Hosts expressly and irrevocably consent to this mechanism and waive any defense based on lack of assent or lack of actual notice if both notifications were sent as required.

#### 5.5 Host Cancellation Penalty After Auto-Approval

If a Host cancels a Booking that was auto-approved pursuant to Section 5.4, Trulo will charge the Host's card on file a penalty equal to thirty percent (30%) of the first month's base License Fee for that Space (the "Host Cancellation Penalty"). This penalty is retained by Trulo to offset operational costs, platform losses, and Tenant disruption. The Tenant will receive a full refund of all amounts paid (including Tenant Service Fee — see Cancellation Policy Section 6.2) and an apology communication from Trulo. The Host Cancellation Penalty is in addition to any other remedies available to Trulo under these Terms.

#### 5.6 Booking Confirmation

A Booking is confirmed when: (a) the Host manually accepts the request, or (b) the 48-hour auto-approval window expires without action by the Host. Upon confirmation, both the Host and Tenant are required to execute the Commercial License Agreement electronically through the Platform before occupancy begins.

## 5.7 Payment Upon Confirmation

Upon Booking confirmation, Trulo will charge the Tenant's payment method for the first month's License Fee plus the Tenant Service Fee. Trulo holds these funds until the first day of occupancy, then releases the License Fee (minus the Host Fee) to the Host.

## 6. Commercial License Terms

### 6.1 Nature of License

Each confirmed Booking results in a Commercial License Agreement between the Host and the Tenant. The License grants the Tenant a limited, revocable, non-exclusive right to access and use the specific Space for the Permitted Use identified in the Listing and confirmed at Booking. The License does NOT create a lease, tenancy, leasehold interest, easement, or any other real property interest. Trulo is not a party to the Commercial License Agreement.

### 6.2 The 30-Day Protected Period

The first thirty (30) calendar days of each Commercial License Agreement constitute the Protected Period. During the Protected Period:

- Neither the Host nor the Tenant may terminate the License Agreement for convenience.
- Termination during the Protected Period is permitted ONLY in the event of: (a) a material breach by the other party that remains uncured for five (5) business days after written notice; (b) a force majeure event as defined in Section 15; (c) a court order or government mandate requiring vacating the Space; or (d) the Space becomes uninhabitable, inaccessible, or unsafe for Tenant's intended use through no fault of Tenant.
- Any purported termination for convenience during the Protected Period is void and of no legal effect.

### 6.3 Rolling Notice Termination (After Protected Period)

After the Protected Period expires, either party may terminate the Commercial License Agreement by providing thirty (30) days' prior written notice to the other party through the Platform. Termination notices must be submitted through the Trulo Platform's designated termination portal.

**IMPORTANT — MASSACHUSETTS LAW COMPLIANCE:** In accordance with Massachusetts General Laws Chapter 186, Section 12, the effective date of any termination notice must coincide with the Tenant's monthly License Fee payment date. A notice purporting to terminate on a date other than the monthly payment date is not effective until the next monthly payment date following the expiration of the 30-day notice period. For example, if the monthly payment date is the 1st of each month and a notice is submitted on March 10, the earliest effective termination date is May 1.

### 6.4 Month-to-Month Continuation

After the Protected Period, the Commercial License Agreement continues on a month-to-month basis automatically until either party provides proper termination notice pursuant to Section 6.3. There is no minimum or maximum duration beyond the Protected Period.

### 6.5 Permitted Use

The Tenant may use the Space only for the lawful commercial purpose specified in the Listing and confirmed in the Commercial License Agreement. Any material change in use requires prior written consent from the Host and notification to Trulo. Prohibited uses are set forth in Trulo's Prohibited Uses Policy, incorporated herein by reference.

### 6.6 Host Access

Because the License does not create a right of exclusive possession, the Host retains the right to access the Space at reasonable times with reasonable prior notice (no less than 24 hours except in emergencies), provided such access does not unreasonably interfere with Tenant's permitted commercial use.

## 7. User Conduct and Prohibited Activities

### 7.1 General Standards

All Users must interact with the Platform and with other Users professionally, honestly, and in good faith. Users must comply with all applicable local, state, and federal laws in connection with their use of the Platform.

### 7.2 Prohibited Activities — All Users

The following are strictly prohibited:

- Providing false, misleading, or inaccurate information on the Platform
- Circumventing or attempting to circumvent Trulo's fee structure by arranging off-platform payments
- Harassment, threats, discrimination, or abusive conduct toward any User or Trulo personnel
- Unauthorized collection, storage, or use of other Users' personal information
- Uploading or distributing malware, viruses, or harmful code
- Using automated tools to scrape, crawl, or access the Platform without Trulo's written consent
- Impersonating any person or entity
- Using the Platform for any unlawful purpose

### 7.3 Prohibited Activities — Hosts

- Listing Spaces that the Host does not have legal authority to sublicense or license
- Providing materially false or misleading Listing descriptions
- Discriminating against Tenants on any basis prohibited by applicable law
- Accepting payment for a Space outside the Trulo Platform
- Cancelling Bookings without cause more than twice in any 12-month period

### 7.4 Prohibited Activities — Tenants

- Using a Space for any purpose other than the approved Permitted Use
- Sublicensing, subleasing, or otherwise transferring any rights to the Space to a third party
- Making structural alterations or permanent improvements without written Host consent
- Causing or permitting nuisances, illegal activity, or material damage to the Space
- Exceeding the maximum occupancy specified in the Listing

## 8. Insurance Requirements

### 8.1 Mandatory Tenant Insurance

As a condition of completing any Booking, Tenants are required to obtain and maintain, at their own expense, commercial insurance coverage through Trulo's designated embedded insurance partner (or an approved equivalent). The minimum required coverages are set forth in the Trulo Insurance Requirements Policy, incorporated herein by reference.

Required minimum coverages include: (a) Commercial General Liability of at least \$1,000,000 per occurrence / \$2,000,000 aggregate; (b) Property coverage for Tenant's own business personal property; and (c) any additional coverage required by applicable law or the Host's building requirements.

### 8.2 Trulo as Additional Insured

Tenant's insurance policies must name Trulo Corporation and the Host as additional insureds. Tenants must provide a current Certificate of Insurance (COI) through the Platform before receiving access to any Space. Trulo reserves the right to deny access to any Tenant who cannot demonstrate proof of compliant insurance coverage.

### 8.3 Host Insurance

Hosts are strongly encouraged to maintain their own commercial property insurance and general liability coverage for their Space. Hosts are solely responsible for ensuring their insurance adequately covers losses that may arise from Tenant use of the Space. Trulo does not provide insurance for Hosts and makes no representation regarding the adequacy of any Tenant's insurance for a Host's particular losses.

### 8.4 Trulo Is Not an Insurer

Trulo is not an insurance company and does not provide insurance products. Trulo's role in insurance is limited to facilitating the connection between Users and third-party insurance providers. All insurance claims, coverage decisions, and disputes are handled directly between Users and their respective insurers.

## 9. Intellectual Property

### 9.1 Trulo's IP

The Platform, including its software, design, trademarks, and all Trulo-created content, is owned by Trulo Corporation and protected by U.S. and international intellectual property laws. You may not copy, modify, distribute, or create derivative works of any Trulo IP without Trulo's prior written consent.

### 9.2 User Content License

By submitting content to the Platform (including Listing photos, descriptions, and reviews), you grant Trulo a worldwide, non-exclusive, royalty-free, sublicensable license to use, reproduce, display, and distribute such content in connection with operating and promoting the Platform. You represent that you own or have the right to grant this license for all content you submit.

### 9.3 DMCA Safe Harbor — Copyright Infringement Policy (17 U.S.C. § 512)

Trulo respects intellectual property rights and maintains Section 512 safe harbor status under the Digital Millennium Copyright Act (DMCA), 17 U.S.C. § 512. Trulo has registered a designated DMCA agent with the U.S. Copyright Office as required by 17 U.S.C. § 512(c)(2).

#### Designated DMCA Agent

DMCA Agent: Legal Department, Trulo Corporation, 123 Main Street, Boston, MA 02101. Email: dmca@jointrulo.com (subject line: "DMCA Takedown Notice").

#### To Submit a Valid DMCA Takedown Notice

To be valid, a DMCA takedown notice must include ALL of the following six (6) elements required by 17 U.S.C. § 512(c)(3):

- A physical or electronic signature of the copyright owner or a person authorized to act on their behalf;
- Identification of the copyrighted work(s) claimed to have been infringed (or, if multiple works are covered by a single notice, a representative list);
- Identification of the material claimed to be infringing, with sufficient information for Trulo to locate the material on the Platform (e.g., URL or specific listing);
- Contact information for the complaining party (address, telephone number, and email);
- A statement that the complaining party has a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, the copyright owner's agent, or applicable law;
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the copyright owner.

Notices that do not include all required elements may not be acted upon. Trulo will remove or disable access to material identified in a valid DMCA notice and will notify the user who submitted the material.

#### Counter-Notice Procedure

If you believe that material you submitted was removed due to a mistaken DMCA takedown, you may submit a counter-notice to Trulo's DMCA agent containing: (a) your physical or electronic signature; (b) identification of the removed material and its prior Platform location; (c) a statement under penalty of perjury that you have a good faith belief that the material was removed as a result of mistake or misidentification; and (d) your name, address, telephone number, and consent to the jurisdiction of the federal district court for Massachusetts and acceptance of service of process from the original complainant. Upon receipt of a valid counter-notice, Trulo will notify the original complainant and may restore the removed material within 10–14 business days unless the complainant files a court action.

#### Repeat Infringer Policy

Trulo maintains a repeat infringer policy as required by 17 U.S.C. § 512(i). In appropriate circumstances, Trulo will terminate the accounts of users who are determined to be repeat copyright infringers. Abuse of the DMCA takedown process (including filing knowingly false notices) may result in liability under 17 U.S.C. § 512(f) and account termination.

## 10. Privacy and Data Protection

Trulo's collection and use of personal information is governed by the Trulo Privacy Policy, available at [jointrulo.com/privacy](https://jointrulo.com/privacy) and incorporated herein by reference. By using the Platform, you consent to the data practices described in the Privacy Policy. Trulo's Privacy Policy complies with the California Consumer Privacy Act (CCPA), the EU General Data Protection Regulation (GDPR) where applicable, and other applicable privacy laws.

## 11. Reviews and Ratings

### 11.1 Review System

After each completed Booking, both Hosts and Tenants may leave reviews. Reviews must be honest, accurate, and comply with Trulo's Review Guidelines. Reviews may be displayed publicly on Listings and User profiles.

### 11.2 Content Moderation

Trulo has the right, but not the obligation, to monitor, review, edit, or remove any User content, including reviews, Listing descriptions, and messages. Trulo exercises moderation only: (a) to enforce these Terms and published Trulo policies; (b) to remove content that is unlawful or violates any applicable law; (c) to remove content that violates the Nondiscrimination Policy; or (d) to comply with legal obligations, court orders, or government requests. Trulo does not moderate content based on viewpoint, and Trulo does not remove content that is merely critical of Trulo or its business practices. Trulo is not liable for User content. Trulo's good-faith content moderation activities do not make Trulo liable as a publisher or speaker of User content under Section 230 of the Communications Decency Act, 47 U.S.C. § 230.

### 11.3 Mutual Non-Disparagement During Active Disputes — Third-Party Platforms Only (NLRA-Compliant)

During the pendency of any active Dispute Resolution proceeding (from the date either party submits a dispute through the Platform through the date the dispute is finally resolved by Trulo, an arbitrator, or mutual written agreement), both the Host and Tenant involved in that dispute agree to the following Mutual Non-Disparagement obligations:

- During an active Trulo Platform dispute, neither party shall post, publish, or cause to be published any review, public comment, or social media post on THIRD-PARTY PLATFORMS (including Google, Yelp, BBB, social media, or industry forums) that disparages, defames, or materially misrepresents the other party's conduct, business, or character in connection with the disputed Booking. This clause does NOT restrict either party's right to submit factual documentation, communications, or statements within the Trulo Platform's dispute resolution process itself.
- This obligation applies only during the active dispute period and does not prohibit either party from: (a) communicating truthfully with legal counsel; (b) making required regulatory disclosures; (c) participating in legal proceedings; or (d) posting reviews or content unrelated to the disputed Booking.
- Upon final resolution of the dispute, both parties are free to post honest, factual reviews in accordance with Trulo's Review Guidelines.
- Violation of this Non-Disparagement obligation during an active dispute may result in removal of the violating content, temporary suspension of Platform access, and consideration as a negative factor in Trulo's dispute resolution determination.

This clause is designed to protect the integrity of Trulo's dispute resolution process, not to suppress truthful user feedback. Reviews submitted before a dispute is filed, and reviews submitted after final resolution, are not subject to this clause.

NLRA Preservation: Nothing in this Section 11.3 limits, restricts, or interferes with any right protected by Section 7 of the National Labor Relations Act (29 U.S.C. § 157), including any right to engage in concerted activity, to discuss wages or working conditions, or to communicate with government agencies. This clause applies solely to public third-party platform posts made during active Platform dispute proceedings between the specific contracting parties.

### 11.4 Platform Accessibility — WCAG 2.1 AA Commitment

Trulo is committed to making the Platform accessible to users with disabilities. Trulo strives to conform to the Web Content Accessibility Guidelines (WCAG) Version 2.1, Level AA, published by the World Wide Web Consortium (W3C). If you experience an accessibility barrier while using the Platform, please contact [support@jointrulo.com](mailto:support@jointrulo.com) or [accessibility@jointrulo.com](mailto:accessibility@jointrulo.com) so that we can investigate and work toward a resolution. Trulo conducts periodic accessibility audits and addresses identified barriers on an ongoing basis. Nothing in this Section creates a warranty of full WCAG compliance at all times or modifies Trulo's limitation of liability under Section 13.

## 12. Disclaimers and No Warranties

**THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TRULO EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TRULO DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. TRULO MAKES NO WARRANTY REGARDING THE QUALITY, SAFETY, LEGALITY, OR SUITABILITY OF ANY SPACE LISTED ON THE PLATFORM.**

### 12.1 No Verification

Trulo does not verify the accuracy of Listing descriptions, the identity of Users beyond initial registration verification, or the legal authority of any Host to license a Space. Tenants are solely responsible for conducting their own due diligence before booking any Space.

## 13. Limitation of Liability

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, TRULO'S TOTAL CUMULATIVE LIABILITY TO ANY USER FOR ANY CLAIM ARISING OUT OF OR RELATING TO THESE TERMS OR THE PLATFORM SHALL NOT EXCEED THE GREATER OF: (A) THE TOTAL FEES PAID BY THAT USER TO TRULO IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR (B) ONE HUNDRED DOLLARS (\$100). TRULO SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA, PERSONAL INJURY, OR PROPERTY DAMAGE, EVEN IF TRULO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

Some jurisdictions do not allow the exclusion or limitation of certain damages. In such jurisdictions, Trulo's liability is limited to the maximum extent permitted by applicable law.

## 14. Indemnification

### 14.1 User Indemnification of Trulo

You agree to indemnify, defend, and hold harmless Trulo Corporation and its officers, directors, employees, agents, and successors from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your use of the Platform; (b) your breach of these Terms; (c) your Listing or use of any Space; (d) your violation of any third-party right, including intellectual property rights; (e) any injury or damage to persons or property caused by you or your invitees in connection with any Space; or (f) your violation of any applicable law. Trulo reserves the right to assume exclusive control of the defense of any claim subject to indemnification at your expense, and you agree to cooperate fully in such defense.

## 14.2 Trulo's Narrow Reciprocal Indemnification

Subject to the limitations in Section 13 (Limitation of Liability), Trulo agrees to indemnify, defend, and hold harmless you from and against any third-party claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising directly and solely from Trulo's own: (a) gross negligence or willful misconduct in operating the Platform; (b) intentional fraudulent misrepresentation to you; or (c) material violation of applicable federal or Massachusetts law in connection with Trulo's own Platform operations — but only to the extent such claim is directly and exclusively caused by Trulo's conduct and is not caused or contributed to by your own actions, omissions, or breach of these Terms. This reciprocal indemnification is expressly limited to the cap set forth in Section 13 and does not cover any indirect, consequential, or speculative damages.

## 15. Force Majeure

Neither Trulo nor any User shall be in breach of these Terms or any Commercial License Agreement for delays or failures in performance caused by circumstances beyond that party's reasonable control, including natural disasters, government orders, pandemics, civil unrest, infrastructure failures, or acts of God (each, a "Force Majeure Event"). In the event of a Force Majeure Event affecting a Space for more than thirty (30) consecutive days, either the Host or the Tenant may terminate the applicable Commercial License Agreement without penalty upon written notice. Trulo's obligations under these Terms are similarly excused during a Force Majeure Event.

Force Majeure Claim Documentation: To claim relief under this Section, the affected party must submit written notice through the Trulo Platform within 48 hours of the event's onset, including: (a) a description of the Force Majeure Event; (b) supporting evidence (government orders, official news reports, utility notices, or other documentation); (c) the projected duration; and (d) a description of steps taken or being taken to mitigate the impact. Trulo will review the claim and issue a determination within 5 business days. Unsubstantiated Force Majeure claims may be denied. A denied claim does not preclude the affected party from submitting additional documentation for re-review.

## 16. Modifications to Terms and Platform

Trulo reserves the right to modify these Terms at any time. Material changes will be communicated to registered Users via email and/or prominent notice on the Platform at least fourteen (14) days before taking effect. Your continued use of the Platform after the effective date of any modification constitutes acceptance of the modified Terms. If you do not agree to the modified Terms, you must discontinue use of the Platform and close your account.

## 17. Dispute Resolution and Arbitration Agreement

**THIS SECTION CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER. READ CAREFULLY. BY AGREEING TO THESE TERMS, YOU WAIVE YOUR RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS ACTION LAWSUIT.**

### 17.1 Informal Resolution

Before initiating arbitration, the disputing party must provide Trulo with written notice of the dispute at [legal@jointrulo.com](mailto:legal@jointrulo.com). The parties agree to attempt to resolve the dispute informally within thirty (30) days of such notice. If informal resolution fails, the dispute proceeds to arbitration as set forth below.

### 17.2 Binding Arbitration

Any dispute, claim, or controversy arising out of or relating to these Terms or the Platform that cannot be resolved informally shall be resolved by final and binding arbitration governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules. The FAA governs the interpretation and enforcement of this arbitration agreement and preempts any conflicting state law. Arbitration shall take place in Boston, Massachusetts (or by video conference at the arbitrator's discretion). The arbitrator's decision shall be final and binding, and judgment on the award may be entered in any court of competent jurisdiction. The arbitrator has authority to award any remedy that a court could award, subject to the limitations set forth in these Terms.

### 17.3 Exceptions

Either party may seek injunctive or other equitable relief in any court of competent jurisdiction to prevent unauthorized use of intellectual property or other emergency relief. Claims of \$10,000 or less may be brought in small claims court.

### 17.4 Class Action Waiver

YOU AND TRULO AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. The arbitrator may not consolidate more than one person's claims.

## 18. Governing Law and Venue

These Terms and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws principles. Note: Trulo Corporation is incorporated in Delaware; Delaware corporate law governs Trulo's internal corporate affairs (board authority, shareholder rights, officer liability) by operation of Delaware statute and requires no additional statement in these user-facing Terms. All Platform transactions, Space licenses, and disputes between Users and Trulo are governed by Massachusetts law, which has the most significant relationship to these agreements. Mandatory Massachusetts statutory protections — including M.G.L. c. 93A (Consumer Protection), M.G.L. c. 186 (landlord-tenant law, to the extent applicable), and M.G.L. c. 151B (anti-discrimination) — apply regardless of any governing law designation. For any disputes not subject to arbitration, the exclusive jurisdiction and venue shall be the state and federal courts located in Suffolk County, Massachusetts. You consent to personal jurisdiction in such courts and waive any objection based on inconvenient forum.

## 19. General Provisions

### 19.1 Entire Agreement

These Terms, together with the Host Listing Agreement, Tenant User Agreement, Privacy Policy, and all policies incorporated by reference, constitute the entire agreement between you and Trulo with respect to the Platform and supersede all prior agreements.

### 19.2 Severability

If any provision of these Terms is found to be unenforceable, the remaining provisions remain in full force and effect.

### 19.3 Waiver

Trulo's failure to enforce any right or provision of these Terms does not constitute a waiver of such right or provision.

### 19.4 Assignment

You may not assign or transfer your rights or obligations under these Terms without Trulo's prior written consent. Trulo may assign these Terms in connection with a merger, acquisition, or sale of assets without your consent.

### 19.5 Notices

All legal notices to Trulo must be sent in writing to: Trulo Corporation, Attn: Legal, 123 Main Street, Boston, MA 02101, or by email to [legal@jointrulo.com](mailto:legal@jointrulo.com). Trulo may provide notices to you via the email address associated with your account.

### 19.6 Electronic Communications — CAN-SPAM Act Compliance

Trulo sends two categories of electronic messages to Platform users:

- Transactional and Relationship Messages: Emails relating to your account, bookings, payments, disputes, legal notices, and Platform operations. These messages are sent as necessary to administer your account and may be sent even if you have opted out of marketing communications.
- Commercial and Marketing Messages: Promotional emails, product announcements, newsletters, and feature updates. You may opt out of commercial messages at any time by clicking the 'Unsubscribe' link in any marketing email or by updating your notification preferences in your Platform account settings. Opt-out requests for marketing messages are processed within ten (10) business days. Opting out of commercial messages does not affect delivery of transactional messages required for your account.

Trulo's commercial email practices comply with the CAN-SPAM Act (15 U.S.C. § 7704). Each commercial message will identify it as an advertisement or promotion where required, will include Trulo's physical mailing address, and will contain a clear opt-out mechanism.

### 19.7 TCPA — Telephone Consumer Protection Act Compliance

Trulo sends automated transactional SMS/text messages to registered users' mobile phone numbers. These messages include but are not limited to: Booking confirmation alerts, 24-hour and 2-hour auto-approval countdown reminders (for Hosts), payment confirmation and billing reminders, access credential delivery, and dispute resolution notifications.

**SMS CONSENT NOTICE (TCPA, 47 U.S.C. §227): By providing a mobile phone number during account registration or subsequently adding one to your account, you provide PRIOR EXPRESS WRITTEN CONSENT under the Telephone Consumer Protection Act (TCPA, 47 U.S.C. § 227) for Trulo to send automated transactional text messages to that number using an automatic telephone dialing system (ATDS) or other automated means. Message and data rates may apply. These transactional messages are required for Platform operation; you may not opt out of transactional SMS while maintaining an active Listing (as a Host) or active Booking (as a Tenant). You may update or remove your mobile number at any time in your account settings, provided no active Listing or Booking is pending. For questions, contact [support@jointrulo.com](mailto:support@jointrulo.com).**

Trulo does not send marketing or promotional SMS messages. If Trulo introduces SMS marketing in the future, separate opt-in consent will be obtained before any marketing texts are sent. This Section constitutes the written consent documentation required for TCPA compliance. You may revoke SMS consent by removing your mobile phone number from your account settings, subject to the limitations above.

### 19.9 Massachusetts Consumer Protection

Users who are Massachusetts residents have rights under the Massachusetts Consumer Protection Act, M.G.L. c. 93A. If you believe Trulo has engaged in an unfair or deceptive act or practice, you may file a complaint with the Massachusetts Attorney General's Consumer Protection Division:

- Massachusetts Attorney General's Office — Consumer Advocacy & Response Division (CARD)
- Phone: (617) 727-8400
- Online complaint form: [ago.state.ma.us/consumer-complaint](http://ago.state.ma.us/consumer-complaint)
- Mail: One Ashburton Place, Boston, MA 02108

Before filing a suit under M.G.L. c. 93A §9, Massachusetts residents must send Trulo a written demand letter at least thirty (30) days before initiating litigation. Such demand letters should be sent to: Trulo Corporation, Attn: Legal, 123 Main Street, Boston, MA 02101, or by email to [legal@jointrulo.com](mailto:legal@jointrulo.com).

## 20. Contact Information

#### Trulo Corporation

123 Main Street

Boston, Massachusetts 02101

General Support: [support@jointrulo.com](mailto:support@jointrulo.com)

Legal Notices: [legal@jointrulo.com](mailto:legal@jointrulo.com)

Privacy & Data: [privacy@jointrulo.com](mailto:privacy@jointrulo.com)

Cancellations: [support@jointrulo.com](mailto:support@jointrulo.com) (or Platform dashboard)

Website: [jointrulo.com](http://jointrulo.com)

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## Amendment — CTA/BOI & OFAC Regulatory Compliance (March 16, 2026)

# TRULO CORPORATION

## CORPORATE TRANSPARENCY ACT / BENEFICIAL OWNERSHIP COMPLIANCE AMENDMENTS

### Master Terms of Service — Section 7 Amendment

#### Tenant User Agreement — Regulatory Compliance Representations

**Effective Date:** March 16, 2026

**Applicable Law:** Corporate Transparency Act, 31 U.S.C. §5336; FinCEN Beneficial Ownership Information Final Rule (31 C.F.R. Part 1010)

#### Background

The Corporate Transparency Act (CTA), effective January 1, 2024, requires most U.S. business entities and foreign entities registered to do business in the United States to file Beneficial Ownership Information (BOI) reports with the Financial Crimes Enforcement Network (FinCEN). The CTA is part of the Bank Secrecy Act framework intended to combat money laundering, tax fraud, and other illicit financial activity facilitated through anonymous business entities.

Trulo, as a commercial real estate marketplace, facilitates transactions between business entities. As part of Trulo's Anti-Money Laundering (AML) awareness obligations and platform integrity standards, Trulo requires all business-entity Users to make representations regarding their CTA compliance status.

### PART A: MASTER TERMS OF SERVICE — SECTION 7 AMENDMENT

#### Addition to Section 7.1 (General Standards) — Regulatory Compliance Representations

All Users who are business entities (including LLCs, corporations, partnerships, and other legal entities) represent and warrant at the time of account creation and on a continuing basis throughout their use of the Platform:

##### [CTA-1] Beneficial Ownership Information (BOI) Filing.

User represents that User has either: (a) filed the required Beneficial Ownership Information report with FinCEN under the Corporate Transparency Act (31 U.S.C. §5336) and the FinCEN BOI Final Rule; OR (b) qualifies for an applicable exemption from the CTA's reporting requirements under 31 U.S.C. §5336(a)(11) (including, without limitation, the large operating company exemption, regulated entity exemption, or other applicable exemptions). User agrees to promptly update its BOI filing with FinCEN as required by applicable law and to notify Trulo if User's CTA exemption status changes.

##### [CTA-2] Lawful Source of Funds.

User represents and warrants that all funds used to make payments through the Trulo Platform — including License Fees, Tenant Service Fees, and any other amounts — are derived from lawful sources and are not proceeds of, or used in furtherance of, any: (a) money laundering or structuring activity prohibited under 18 U.S.C. §§ 1956, 1957; (b) terrorist financing activity; (c) violation of any U.S. economic or trade sanctions administered by the Office of Foreign Assets Control (OFAC), including those under the International Emergency Economic Powers Act (IEEPA) or the Trading with the Enemy Act (TWEA); or (d) any other criminal or fraudulent activity.

##### [CTA-3] OFAC Compliance — Ongoing Obligation.

No User, and no person or entity that owns or controls any User, is: (a) named on OFAC's Specially Designated Nationals and Blocked Persons List (SDN List); (b) named on the EU Consolidated Sanctions List; (c) subject to any other applicable government sanctions list; or (d) located in, organized in, or a national of any country or territory subject to comprehensive OFAC sanctions (currently including Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk, and Luhansk regions of Ukraine). User agrees to notify Trulo immediately if User's OFAC status changes. Trulo reserves the right to terminate any account if Trulo determines, at any time, that a User is a sanctioned party.

##### [CTA-4] No Beneficial Owner Concealment.

User represents that User has not been formed, and is not being operated, primarily for the purpose of concealing the identity of any beneficial owner, avoiding regulatory reporting obligations, or facilitating unlawful activity.

##### [CTA-5] Trulo's Right to Request Documentation.

Trulo reserves the right to request documentation evidencing a User's CTA compliance status or CTA exemption basis, including FinCEN BOI report confirmation, entity formation documents, and beneficial ownership certifications, at any time. User agrees to provide such documentation within ten (10) business days of Trulo's written request. Failure to provide requested documentation may result in suspension of Platform access pending resolution.

### PART B: TENANT USER AGREEMENT — REGULATORY COMPLIANCE SECTION

#### New Section: Regulatory Compliance and Anti-Money Laundering Representations

##### [COMP-1] Scope.

This Section applies to all Tenant Users who are business entities. Individual Tenant Users who are natural persons and who are acting solely in their personal capacity are not subject to the CTA BOI filing requirement but remain subject to Sections [COMP-2] through [COMP-4] below.

##### [COMP-2] CTA / BOI Representation.

Each Tenant that is a business entity represents and warrants that, as of the date of each Booking, Tenant has either: (a) timely filed its required Beneficial Ownership Information report with FinCEN as required by the Corporate Transparency Act; or (b) qualifies for an applicable CTA reporting exemption. Tenant agrees to maintain CTA compliance throughout the duration of any active Commercial License Agreement.

##### [COMP-3] Lawful Business Operations.

Tenant represents and warrants that: (a) Tenant's business is lawfully organized and authorized to conduct the Permitted Use specified in any Commercial License Agreement; (b) all License Fees and other amounts paid through the Platform are from lawful business revenue or other lawful sources; (c) Tenant's use of any

Space will not involve, facilitate, or further any unlawful activity; and (d) Tenant has obtained, and will maintain in good standing, all federal, state, and local licenses, permits, and regulatory approvals required for Tenant's business activities in any Space.

**[COMP-4] Ongoing Compliance.**

Tenant's representations in this Section are made on a continuing basis throughout Tenant's use of the Platform. Tenant agrees to notify Trulo within five (5) business days if any representation in this Section becomes untrue or inaccurate.

**[COMP-5] Consequences of Breach.**

Breach of any representation in this Section constitutes a material breach of the Tenant User Agreement and the applicable Commercial License Agreement. Trulo may, upon confirmation of such breach: (a) immediately suspend Tenant's Platform access; (b) terminate any active Commercial License Agreements in accordance with applicable default provisions; (c) withhold any pending payments pending resolution; and (d) report the breach to applicable regulatory authorities as required or permitted by law.

**Governing Law**

This Amendment is governed by the laws of the Commonwealth of Massachusetts, consistent with the Master Terms of Service. Federal law (including the CTA, BSA, and OFAC regulations) applies independently of this governing law provision.

*Prepared by the Office of General Counsel, Trulo Corporation.*

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**TRULO CORPORATION**

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