

Terms and Conditions for Membership Fee

Updated April 21, 2021

These terms and conditions for Membership Fee govern the use of a Membership Services, which is a service that renews automatically (the “Membership”) offered by Tirios Corporation (“Tirios” or “we”). Participation in the Membership is subject to these terms and conditions for Membership Fee and the general Terms of Use and Privacy Policy, which are incorporated herein (collectively, the "Membership Fee Terms"). Tirios is a technology company which provides home management applications for its members to arrange and schedule maintenance services with third party providers of such services under agreement with Tirios. Tirios is not a provider of maintenance services, as such all benefits and discounts offered under the Membership are offered on an "as available" basis, contingent upon third-parties' availability to provide the maintenance services and other contingencies which may impact availability of some benefits at certain times and places. Membership benefits are provided in connection with the use of Tirios app.

Our Privacy Policy also governs your use of Membership and explains how we collect, safeguard and disclose information that results from your use of our web pages. Please read it here www.tirios.ai/privacypolicy

1. How Membership Fee Work

When you enroll in Membership you agree to have your amount being deducted from the rent collected from the tenant of a rental home every month on a recurring basis and you agree to these Membership Fee Terms, which are subject to change with advance notice.

By enrolling in Membership, you are agreeing to these Membership Fee Terms. If you do not agree to these Membership Fee Terms, do not enroll in the Membership.

2. Duration and Frequency of Fees

After you enroll in Membership, an amount will be deducted from the monthly rent collected after the date of enrollment. Unless you deactivate your Membership, the amount will continue to be deducted from rent collected for every month thereafter. BY DEFAULT (AND WITH PRIOR NOTICE TO THE EXTENT REQUIRED BY APPLICABLE LAW), YOUR MEMBERSHIP WILL CONTINUE TO REMAIN ACTIVE AND AN AMOUNT WILL CONTINUE TO BE DEDUCTED FOR EVERY MONTH FROM THE RENT COLLECTED. If you do not want your Membership to continue, you can deactivate your Membership in accordance with Section 3 below.

In the event that there is no rent collected during any month, there will not be any amount due from you.

You can select your default bank account in which the rent is collected or add a separate payment method including a credit card for payment of maintenance services performed by third parties on Tirios. If your selected payment method is declined, Tirios will prompt you for a new payment method but reserves the right to terminate your Membership. Tirios and/or affiliates and/or third parties are not responsible for any fees charged by the cardholder's bank including, but not limited to, overdraft fees, insufficient funds fees, interest charges, foreign exchange fees, cross border fees, and other penalties levied by the cardholder's bank.

3. Deactivating Your Membership

You may deactivate your Membership within the Tirios App up to 24 hours prior to your next rent receipt to avoid any further charges. To do this, go to the Properties section in the Tirios App and toggle **“off”** the **“Active”** setting.

If you deactivate your Membership, you will still have access to your Membership benefits until the end of the calendar month. All Membership Fees are non-refundable and non-transferable, and will not be refunded on a pro-rata basis for any cancellation initiated during the calendar month. Please use members@tirios.ai to report any unauthorized charges within 60 days. Tirios is not responsible for overdraft fees that may be incurred.

4. Free Trial.

Tirios and/or third parties on behalf of Tirios may offer some users a free trial or other promotional offer for Membership. Such trial or promotional offers are subject to these Membership Fee Terms except as otherwise stated in your offer. Only one trial or promotional offer is available per property. Free trial eligibility is determined by Tirios at its sole discretion and Tirios may limit such eligibility or duration to prevent free trial abuse. Certain limitations may exist with respect to combining a free trial with any other offers.

When you onboard a tenant for the property, we require you to provide your bank account details for collecting rent. BY PROVIDING SUCH DETAILS YOU AGREE THAT AT THE END OF YOUR APPLICABLE FREE TRIAL OR PROMOTIONAL OFFER PERIOD, YOUR MEMBERSHIP WILL REMAIN ACTIVE AND THERE WILL BE A MONTHLY FEE DEDUCTED FROM RENT COLLECTED EVERY MONTH UNTIL YOU DEACTIVATE YOUR MEMBERSHIP. IF YOU DO NOT WANT THIS FEE TO BE DEDUCTED, YOU MUST DEACTIVATE THE MEMEBRSHIP BEFORE THE END OF THE TRIAL OR PROMOTIONAL OFFER PERIOD IN ACCORDANCE WITH SECTION 3 ABOVE.

5. Changes to Membership

Tirios reserves the right to modify or stop offering Membership or change Membership Fee, Membership Fee Terms or third-party prices, at any time in its sole discretion. In the event Tirios increases the Membership Fee of Membership, we will provide you with thirty (30) days prior notice via email before such changes take effect. All changes will be effective upon your rent collection, but if you do not agree with the fee change, you have the right to reject the new Fee and may avoid these charges by deactivating your Membership according to the instructions in Section 3 above.

Tirios may terminate your Membership at our discretion without notice. If that happens, Tirios will give you a full refund of the monthly fee applied to your current calendar month. We will not give any refund for termination related to conduct that we determine, in our sole discretion, violates these Membership Fee Terms, any applicable law, or involves fraud or misuse of the Membership.

6. Changes to Membership Fee Terms

Tirios reserves the right to modify these Membership Fee Terms. If we make material changes to the Membership Fee Terms while you have an active Membership, we will notify you via email. Revised Membership Fee Terms become effective at the beginning of the next calendar month and your continued use of a Membership constitutes your acceptance of the revised Membership Fee Terms. If you are not willing to agree to the revisions, you may deactivate your Membership in accordance with Section 3 above.

7. Transfer of Rights

Tirios's rights and obligations under the Membership may be assigned or transferred by Tirios to any other related or unrelated entity at any time, and performances shall be the responsibility of that entity.

8. Interpretation of Membership Fee Terms

All interpretations of these Membership Fee Terms will be at Tirios's sole discretion and Tirios's decisions will be final.

9. Prohibited Uses

You may use Membership only for lawful purposes and in accordance with Terms. You agree not to use Membership:

- (a) In any way that violates any applicable national or international law or regulation.
- (b) For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise.
- (c) To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter," "spam," or any other similar solicitation.
- (d) To impersonate or attempt to impersonate Company, a Company employee, another user, or any other person or entity.
- (e) In any way that infringes upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.

- (f) To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of Membership, or which, as determined by us, may harm or offend Company or users of Membership or expose them to liability.

Additionally, you agree not to:

- (a) Use Membership in any manner that could disable, overburden, damage, or impair Membership or interfere with any other party's use of Membership, including their ability to engage in real time activities through Membership.
- (b) Use any robot, spider, or other automatic device, process, or means to access Membership for any purpose, including monitoring or copying any of the material on Membership.
- (c) Use any manual process to monitor or copy any of the material on Membership or for any other unauthorized purpose without our prior written consent.
- (d) Use any device, software, or routine that interferes with the proper working of Membership.
- (e) Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.
- (f) Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of Membership, the server on which Membership is stored, or any server, computer, or database connected to Membership.
- (g) Attack Membership via a denial-of-service attack or a distributed denial-of-service attack.
- (h) Take any action that may damage or falsify Company rating.
- (i) Otherwise attempt to interfere with the proper working of Membership.

10. No Use by Minors

Membership is intended only for access and use by individuals at least eighteen (18) years old. By accessing or using Tirios App, you warrant and represent that you are at least eighteen (18) years of age and with the full authority, right, and capacity to enter into this agreement and abide by all of the terms and conditions of

Membership. If you are not at least eighteen (18) years old, you are prohibited from both the access and usage of Membership.

11. Accounts

When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on Membership.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your phone and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Membership or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

We reserve the right to refuse Membership, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

12. Intellectual Property

Membership and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of Tirios Corporation and its licensors. Membership is protected by copyright, trademark, and other laws of the United States. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Tirios Corporation.

13. Copyright Policy

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on Membership infringes on the copyright or other intellectual property rights (“Infringement”) of any person or entity.

If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit your claim via email to members@tirios.ai, with the subject line: “Copyright Infringement” and include in your claim a detailed description of the alleged Infringement as detailed below, under “DMCA Notice and Procedure for Copyright Infringement Claims”.

You may be held accountable for damages (including costs and attorneys' fees) for misrepresentation or bad-faith claims on the infringement of any Content found on and/or through Membership on your copyright.

14. DMCA Notice and Procedure for Copyright Infringement Claims

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest;
- (b) a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
- (c) identification of the URL or other specific location on Membership where the material that you claim is infringing is located;
- (d) your address, telephone number, and email address;
- (e) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact us via email at members@tirios.ai

15. Links to Other Web Sites

Our Membership may contain links to third party web sites or services that are not owned or controlled by Tirios Corporation.

Tirios Corporation has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

YOU ACKNOWLEDGE AND AGREE THAT TIRIOS CORPORATION SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH USE OF OR RELIANCE ON ANY SUCH CONTENT, GOODS OR SERVICES AVAILABLE ON OR THROUGH ANY SUCH THIRD PARTY WEB SITES OR SERVICES.

WE STRONGLY ADVISE YOU TO READ THE TERMS OF MEMBERSHIP AND PRIVACY POLICIES OF ANY THIRD PARTY WEB SITES OR SERVICES THAT YOU VISIT.

16. Disclaimer

The Membership and/or any of its features may be unavailable, inaccurate or interrupted from time to time for a variety of reasons. We are not responsible for any unavailability, interruptions or errors of the Membership or its features. Tirios may from time-to-time request information from you to confirm your identity before renewing your Membership. Tirios may delay your access to Membership until you comply with this information request. The Membership and all the information accessible through it are provided for information purposes only on an "as is" and "as available" basis. We, our information providers and their agents make no warranties, representations, or guarantees of any kind, express or implied, including but not limited to, accuracy, currency, or completeness, the operation of the Membership, the information, materials, content, availability, and products. Membership and these Membership Fee Terms are provided by Tirios and do not modify the contractual relationships among or between the individuals and entities that use Tirios's technology to offer services, and Tirios or any Tirios affiliates, except as expressly set forth herein. To the fullest extent permitted by applicable

law, we disclaim all warranties, express or implied, including but not limited to, implied warranties or merchantability and fitness for a particular purpose.

17. Limitation Of Liability

EXCEPT AS PROHIBITED BY LAW, YOU WILL HOLD US AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, HOWEVER IT ARISES (INCLUDING ATTORNEYS' FEES AND ALL RELATED COSTS AND EXPENSES OF LITIGATION AND ARBITRATION, OR AT TRIAL OR ON APPEAL, IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM THIS AGREEMENT AND ANY VIOLATION BY YOU OF ANY FEDERAL, STATE, OR LOCAL LAWS, STATUTES, RULES, OR REGULATIONS, EVEN IF COMPANY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT AS PROHIBITED BY LAW, IF THERE IS LIABILITY FOUND ON THE PART OF COMPANY, IT WILL BE LIMITED TO THE AMOUNT PAID FOR THE PRODUCTS AND/OR SERVICES, AND UNDER NO CIRCUMSTANCES WILL THERE BE CONSEQUENTIAL OR PUNITIVE DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE PRIOR LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU

18. Governing Law

These Terms shall be governed and construed in accordance with the laws of State of Delaware without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Membership and supersede and replace any prior agreements we might have had between us regarding Membership.

19. Acknowledgement

BY USING MEMBERSHIP OR OTHER SERVICES PROVIDED BY US, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF MEMBERSHIP AND AGREE TO BE BOUND BY THEM.

20. Contact Us

If you have questions or comments regarding Membership you may contact us at members@tirios.ai.