

## OVERVIEW

Welcome to Spokane ADU Advisors, LLC, USA, a Washington Limited Liability Company. These Terms of Service (the “Terms of Service” or “Terms”) apply to and govern anyone who accesses or uses any of our Site or Services. In addition to these Terms of Service, terms in our other policies, such as our Privacy Policy, or other agreements you enter into with us also may apply to your use of or access to our Site or Services. You are encouraged to carefully review those agreements and the Privacy Policy.

### Some Definitions

The following are definitions for some terms used in these Terms of Service:

- “Affiliate” means an entity that controls, is controlled by, or is under common control with the Company, whether the control results from equity ownership, contract, overlapping management or otherwise.
- “Company” refers to Spokane ADU Advisors, LLC USA, a Washington Limited Liability Company. The Company is a real estate consulting company but are not licensed realtors or mortgage brokers.
- “Content” refers to all text, images, photographs, graphics, logos, illustrations, descriptions, data, tools, features, apps, pages, and other materials provided on the Site, as well as the selection, assembly, arrangement, “look and feel,” and design of our Site and services.
- “Services” refers to the Content, products, or services offered on or through the Site or procedure manuals.
- “Site” refers, together and collectively, to the domains and subdomains of our website at <https://SpokaneADUadvisors.com/>.
- “User” means anyone who accesses and/or uses any of our Site or Services.
- “User Content” refers to any personal information, business information, or other content (including but not limited to photos, profiles, messages, notes, and text) that a User uploads, publishes, provides, or displays (collectively, “posts”) on or through any of our Site or Services or transmits to or shares with other Users through any of our Site or Services.
- “We,” “us,” and “our” refer to the Company and its Affiliates.

### Your Consent

By using or accessing any of our Site or Services, you consent to these Terms of Service and agree to be bound by all of the provisions in them, subject to and consistent with applicable laws and other notices you may receive from us. These Terms shall continue to apply even if you are no longer a User. If you do not agree to these Terms of Service, do not access or use any of our Site or Services. If you do not

understand the Terms of Service, you should not access the Company's Site or Services and should consult with an attorney before accessing the Site or Services.

Disclaimer: Our procedure manual, website and any other business service aids has been used operating our multi-million dollar furnished apartment business previously referred to as Spokane Corporate Housing, dba, Autumn Leaf Furnished Apartments, 12911 W. 13<sup>th</sup> Ave Airway Heights, WA, Turning Leaf Furnished Townhomes, 20 E. Pine Ridge Ct, Spokane WA, and Maple Leaf Manor Furnished Apartments, 1702 W. Dean Ave, Spokane, WA. These systems and procedures worked for us and we have had good success using the systems in this manual, however, individual results will vary and results are not guaranteed. It is anticipated the user of this document will tailor the scripts, systems, and procedures to match and work within their particular business model. Apartment amenities to include, but not limited to, furnishings, fixtures, linens, wall art, towels, etc., may not be to client's or owner's liking or personal tastes as these items were choose for marketability with the accessory dwelling unit tenant in mind and are based upon prior experience. Client has the option to choose these items for themselves, if merited, for a discount.

Spokane ADU Advisors, LLC is not a registered real estate or mortgage broker-dealer or investment advisor. Spokane ADU Advisors, LLC does not offer investment advice, make recommendations, endorsements or advise on the raising of capital through securities offerings. Spokane ADU Advisors, LLC operates solely as consulting platform and provides consulting for real estate related projects. Neither Spokane ADU Advisors, LLC, nor any of its officers, directors, agents, or employees makes any warranty, express or implied, of any kind whatsoever related to the adequacy, accuracy, or completeness of any information within this manual. Spokane ADU Advisors, LLC receives no compensation in connection with the purchase or sale of real estate. You are solely responsible for determining whether any accessory dwelling unit is appropriate for you based on your personal investment objectives, financial circumstances, and risk tolerance. You should consult with licensed legal professionals and investment advisors for any legal, tax, insurance or investment advice. Spokane ADU Advisors, LLC does not guarantee any investment performance, outcome or return of capital for any investment opportunity.

#### Changes to these Terms of Service

These Terms of Service are subject to change. When we make a change to them, we will post the most current version of the Terms of Service here. Each time you use or access our Site or our Services, the most current version of our Terms of Service will apply. You agree that the Company may make changes to the Services at any time. You are responsible for regularly reviewing these new terms. Your continued use of the Site and Services shall constitute your consent to such changes.

#### ELIGIBILITY

Our Site and Services are intended solely for Users who, if they are a natural person, are eighteen (18) years of age or older, and any registration by, use of or access to any of our Site or Services by any natural person under eighteen (18) years of age is unauthorized, unlicensed and in violation of these Terms of Service. By using any of our Site or Services, you represent and warrant that, if you are a natural person, you are eighteen (18) years of age or older and that you agree to and will abide by all of the

terms and conditions of these Terms of Service. By using or accessing any of our Site or Services, you affirm that you are at least eighteen (18) years of age and are fully able and competent to agree to and be bound by these Terms of Service. If you are using any of the Site or Services on behalf of any entity (e.g., corporation, company, or partnership), you represent and warrant that you are authorized to accept, and do agree to, these Terms of Service on behalf of that entity.

If you violate any of these Terms of Service, or otherwise violate an agreement between you and us, we may delete your profile and any content or information that you have posted on any of our Site and/or prohibit you from using or accessing our Site or Services, in whole or in part, at any time in our sole discretion, with or without notice to you, including without limitation if we believe you are under eighteen (18) years of age.

We may, in our sole discretion, refuse to offer the Service to any person or entity and/or change our eligibility criteria at any time.

## INVESTMENT MATTERS

### Disclaimer

In providing our Services or access to our Site or Content therein, we do not offer investment advice. We make no recommendation about the purchase of, or any investment decision made regarding, any security, real estate transaction, or accessory dwelling unit construction project. By accessing or using any of the Site or Services, you acknowledge and agree that we do not and will not provide you with any legal, tax, estate planning or accounting advice or any advice regarding the suitability, profitability, or appropriateness for you of any security or investment, and that our Site, Services, and Content on our Site do not constitute investment advice. Any summaries of the investment opportunities listed on our site are meant solely for informational purposes.

### Your Representations and Warranties

By accessing or using any of our Site or Services, you represent and warrant that, with respect to making, or the decision to make, an investment in any security made available on or through our Site:

- You are at least 18 years of age.
- You have read and understand the discussion of risks herein and are aware of the risks of any investment in real estate assets representing interests in real estate assets.
- You have read and understand the discussion of risks herein and are aware of the risks of any investment in digital assets.

- You will use your own judgment before making any decision to build and furnish any accessory dwelling unit through the Site or Services.
- You are solely responsible for complying with applicable law regarding any transaction, including, without limitation, the determination of whether any investment complies with the terms of local law (whether the law of a U.S. state, or the law of any foreign government with jurisdiction over you).
- You will obtain professional advice as is appropriate to protect your interests, including any legal, accounting, financial or other relevant advice.
- You understand that we do not act as an investment advisor in relation to securities made available through our Site, are not providing any advice related to such securities, and will not be, in any way responsible for the success or failure of any investments made through our Site.
- You are not relying upon any person or entity other than your own judgement to build, furnish, and operate your accessory dwelling unit.
- You are legally permitted to use the Services in your jurisdiction, including interacting with the services and content provided through our Site.

#### “Know Your Customer” Inquiries

You acknowledge and agree that we and any independent or affiliated builder or vendor whom engages to assist it in marketing its product will perform Know Your Customer (“KYC”) procedures on all subscribers, as required by internal policies. You agree that this is a general requirement and in compliance with regulatory rules and guidance, and in no way creates or is deemed to be any form of recommendation or advice by us. Such builders or vendors may, in their sole and absolute discretion, decline to accept any person’s request in any offering, at any time, with no requirement for any reason or explanation; the parties agree that such decline decisions, if any, shall not constitute an opinion, recommendation, or investment, legal or tax advice by us.

#### OUR PRIVACY POLICY

Our Privacy Policy, available at <https://spokaneaduadvisors.com/privacy>, applies to use of our Site and Services, and the terms of our Privacy Policy are incorporated into and made a part of these Terms of Service by this reference.

#### LINKS TO THIRD-PARTY WEBSITES

We may provide links to third-party websites on our Site or in our communications or other materials exchanged with you. We have no control over those websites, and they may be subject to their own

terms of use and privacy policies. As such, we do not endorse and are not responsible for the availability of, or for any content, advertising, products, or other materials on or available from, those third-party websites. By using any of our Site or Services, you agree that we will not be liable for any damage or loss caused by your use of or reliance on any content, advertising, products, or other materials on or available from these third-party websites.

#### CONTENT; LIMITED LICENSE

The Site is the property of the Company or its licensors. Unless noted otherwise, all Content on the Site is our property or the property of our licensors and protected by federal, state, and international laws, including copyright laws. All rights are reserved. On the condition that you are eligible to use our Site and Services under these Terms of Service, we grant you a limited license (1) to access and use our Site in accordance with these Terms of Service and any other agreement between you and us and (2) to download or print a copy of any portion of the Content on the Site solely for your use in connection with your use of our Site or Services provided that you retain all trademark, copyright and other proprietary notices on any Content you download or print and that all downloads or copies remain subject to these Terms of Service and our property or the property of our licensors as the case may be. Except as may be provided in the immediately preceding sentence, we do not grant to you, any User, or any other person any right to use, reproduce, copy, modify, transmit, display, publish, sell, license, create derivative works, or distribute by any means, method, or process whatsoever, now known or hereafter developed, any of the Content on or transmitted through any of our Site. Any use of the Site or Content on them, except as specifically permitted in these Terms of Service or in writing signed by an authorized representative of the Company is prohibited.

For Users that are businesses or other entities, or persons acting on behalf of businesses or other entities, the limited license to access and use the Site and Services granted above in this section shall be deemed granted to the business or entity member and to those authorized representatives of the business or entity that act on behalf of the business or entity in using or accessing the Site or Services.

#### USER CONTENT

You are solely responsible for User Content you post on or through any of our Site or Services or transmit to or share with other Users on or through any of our Site or Services. You represent and warrant that you own all of your User Content, or you have all rights that are necessary to grant us the license rights in your User Content under these Terms. You also represent and warrant that your User Content, your use and provision of your User Content to be made available through the Site, and any use of your User Content by us will not infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation. You understand

and agree that the Company may, but is not obligated to, review and delete or remove (without notice) any User Content in its sole discretion, including without limitation, User Content that in the sole discretion of the Company violates these Terms of Service or might be offensive or illegal.

By posting User Content to any part of any of our Site or through any of our Services, you automatically grant, and you represent and warrant that you have the right to grant, to the Company an irrevocable, perpetual, non-exclusive, transferable, fully-paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such User Content for any purpose on or in connection with our Site and Services or the promotion of them, to prepare derivative works of such User Content, or incorporate it into other works, and to grant and authorize sublicenses of the foregoing. You may remove your User Content from the Site at any time. If you choose to remove your User Content, the license granted above will not expire.

You may review User Content posted by other Users on our Site if it is on a portion of our Site you are authorized to access, but you are not authorized to disclose any User Content posted by any Users other than yourself for any purpose.

#### PROHIBITED CONDUCT

You agree not to access or use any of our Site or Services in violation of any law or these Terms of Service or to solicit anyone else to do so. Without limiting the immediately preceding sentence, you also agree not to:

- Engage, or help anyone to engage, in a spamming or phishing attack on or through any of the Site.
- Use, or help anyone to use, any device, software, or routine to attempt to or actually interfere with the proper operation of any of the Site or transactions conducted via them or with any person's use of the Site.
- Use any spider, site search/retrieval app, robot or other device or process to retrieve, index, "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Site or their Content.
- Forge headers or otherwise manipulate identifiers to disguise the origin of any message or transmittal or posting you send or make on or through any of the Site.
- Violate, or help anyone else to violate, the security (including access or authentication controls) or integrity of our Site, including hacking, or helping anyone else to hack, into any of the Site.

- Express or imply that we endorse any statements you make, absent our prior written consent.
- Register for more than one User account; register for a User account on behalf of an individual other than yourself; operate a User account for someone who is ineligible to register in their own name; or register for a User account on behalf of any entity without that entity's permission.
- Use any funds derived or obtained from an illegal activity or source to make any investment through our Site or Services.
- Use, or help anyone to use, any of our Site or Services to:
  - o infringe our or anyone else's intellectual property rights including rights in trade or service marks or copyrights for the Content on our Site;
  - o transmit or post unauthorized or unsolicited ads or commercial electronic mail;
  - o transmit or post obscene, vulgar, abusive, or defamatory material;
  - o violate any law, statute, or regulation (including, without limitation, those governing securities regulation, consumer protection, unfair competition, anti-discrimination, or false advertising) or for any other unlawful purpose;
  - o contact any other Users in an effort to persuade them to use any competitive online investment platforms, invest in any issuers other than those listed on the Site, or stop using the Site;
  - o transmit or post any personal information of a third party, such a third-party's name, email address, residential address, or Social Security number; or
  - o engage in fraudulent or deceptive conduct against us or anyone else, including impersonating another individual or entity or pretending you represent someone you are not authorized to represent; or
- Use the Site to advertise or solicit other Users for any purpose, commercial or otherwise.

#### CONSENT TO ELECTRONIC TRANSACTIONS AND DISCLOSURES

Because we operate largely on the internet, it is necessary for you to consent to transact business with us online and electronically. As part of doing business with us, you must also consent to our giving you certain disclosures electronically, either via our Site or to the email address you provide to us. By agreeing to these Terms of Service, you agree to receive electronically all documents, communications, notices, contracts, and agreements, schedules or information statements, arising from or relating to your use of any of the Site or any of our Services (each, a "Disclosure"), from us or any service provider either of us may use.

#### ELECTRONIC FUNDS TRANSERS & PAYMENT PROCESSING

All payment transactions performed through the Site or for our Services are conducted through Stripe. By using any of our Site or Services, you agree that we will not be liable for any damage or loss caused by your use of or reliance on any content, products, or other materials on or available from this third-party service providers. All Users of the Site and our Services must agree to Stripe's terms of service and privacy policy in order to conduct any transactions on the Site or through the Services.

#### THE COMPANY'S INTELLECTUAL PROPERTY RIGHTS

The Company owns or has the legal right to use or sell all of the intellectual property associated with the Services. This includes, but is not limited to, our name, our trademarks and copyrights, the design of the Site, our trade secrets, our business methods, any artwork, text, video, photographs, or audio used on the Site, and our logos, taglines, and trade dress.

#### LIMITATION OF LIABILITY

EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT SHALL WE OR ANY OF OUR OWNERS, MANAGERS, OFFICERS, DIRECTORS, MEMBERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, OR BUSINESS INTERRUPTION, ARISING FROM OR IN CONNECTION WITH YOUR USE OF ANY OUR SITES OR SERVICES OR CONTENT ON OUR SITES, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF, NOTWITHSTANDING THE OTHER PROVISIONS OF THESE TERMS OF SERVICE, AND EXCEPT WHERE PROHIBITED BY LAW, IN THE EVENT WE ARE FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH YOUR USE OF OR ACCESS TO ANY OF OUR SITES OR SERVICES OR ANY CONTENT ON OUR SITES, OUR LIABILITY SHALL IN NO EVENT EXCEED SUCH AMOUNT AS IS REQUIRED BY LAW.

THE LAW OF SOME JURISDICTIONS RESTRICTS, OR PROHIBITS ALTOGEHTER, CONTRACTUAL LIMITATIONS OF LIABILITY AND LIMITATIONS ON DAMAGES PROVISIONS. THEREFORE, THE FOREGOING LIMITATIONS IN THIS SECTION MIGHT NOT APPLY TO YOU EITHER IN WHOLE OR IN PART.

#### INDEMNIFICATION

By accessing or using any or our Site or Services, you agree to indemnify and hold harmless the Company and its licensors and their respective owners, managers, officers, directors, members, shareholders, employees, contractors, agents, licensors, suppliers, predecessors, and successors from and against any



claims, liabilities, damages, judgments, awards, losses, costs, expenses and/or fees (including reasonable attorneys' fees) made against us or our licensors by any third party due to or arising out of or in connection with your use of any of our Services or Site or content.

By accessing or using any of our Site or Services on behalf of an entity, you agree, on behalf of that entity and yourself, to be jointly and severally responsible for indemnifying and holding harmless the Company and its licensors and its respective owners, managers, officers, directors, members, shareholders, employees, contractors, agents, licensors, suppliers, predecessors, and successors from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses and/or fees (including reasonable attorneys' fees) made against it or its licensors by any third party due to or arising out of or in connection with your or the entity's use of any of its Services or Site or Content on them.

#### DISCLAIMERS

OUR SITES ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS. ALL CONTENT PROVIDED ON ANY OF OUR SITES IS SUBJECT TO CHANGE WITHOUT NOTICE. WE CANNOT ENSURE, AND DO NOT PROMISE, THAT OUR SITES OR ANY CONTENT ON THEM WILL BE FREE FROM ERROR OR OPERATE WITHOUT INTERRUPTION. WE ALSO CANNOT ENSURE, AND DO NOT PROMISE, THAT OUR SITES, OR ANY CONTENT, INCLUDING ANY FILES OR APPLICATIONS, THAT YOU ACCESS OR DOWNLOAD FROM ANY OF OUR SITES, WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. YOU ACCESS AND USE ANY OF OUR SITES AND ANY CONTENT ON THEM AT YOUR OWN RISK.

WE DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OR NON-INFRINGEMENT, AND EQUIVALENT LAWS OR REGULATIONS IN FOREIGN JURISDICTIONS.

ALTHOUGH WE HOPE TO MAKE OUR SITES AND SERVICES AND CONTENT ON THE SITES AVAILABLE AT ALL TIMES IN THE FUTURE, THERE MAY BE TIMES WHEN WE NEED TO DISABLE THOSE EITHER TEMPORARILY OR PERMANENTLY. WE RESERVE THE RIGHT TO DISCONTINUE, CHANGE, SUSPEND, REMOVE AND/OR DISABLE ACCESS TO ANY OF OUR SITES AND SERVICES AND TO ANY CONTENT ON OUR SITES AND TO IMPOSE LIMITS ON THE USE OF OR ACCESS TO ANY OF OUR SITES OR SERVICES OR TO THE CONTENT ON ANY OF OUR SITES, IN EACH CASE AT ANY TIME AND WITHOUT NOTICE OR LIABILITY. IN NO EVENT WILL WE BE LIABLE FOR THE DISCONTINUANCE, MODIFICATION, SUSPENSION OR REMOVAL OF, OR DISABLING OF ACCESS TO, ANY SUCH SITE, SERVICE, OR CONTENT AT ANY TIME AND/OR FOR ANY PERIOD OF TIME. ALSO, FROM TIME TO TIME, WE MAY RESTRICT ACCESS TO SOME PARTS OF, OR ALL OF, OUR SITES OR SERVICES OF THE CONTENT ON THE SITES, INCLUDING TO REGISTERED USERS.

THE COMPANY IS NOT LIABLE FOR ANY SUSTAINED LOSSES OR INJURY DUE TO VULNERABILITY. ANY KIND OF FAILURE, OR RENTAL MARKET OR ANY OTHER FEATURES OF THE LEASING APARTMENTS AND UNITS.

THE LAW OF SOME JURISDICTIONS RESTRICTS, OR ALTOGETHER PROHIBITS, CONTRACTUAL LIMITATIONS ON WARRANTIES. THEREFORE, THE FOREGOING LIMITATIONS IN THIS SUB-SECTION MIGHT NOT APPLY TO YOU EITHER IN WHOLE OR IN PART.

#### GOVERNING LAW; VENUE AND JURISDICTION

You agree that any dispute arising out of or in connection with our Site, Services, or these Terms of Service will be governed by the laws of the State of Washington without reference to conflict of laws principles that would require the application of the laws of any other jurisdiction; you agree to submit to the exclusive jurisdiction and venue of the state and federal courts located in [Washington] for all such disputes; and for all such disputes you waive any objection asserting that that forum is inconvenient. Each party hereby waives any claim that such venue is improper or inconvenient.

#### ADDITIONAL PROVISIONS

We reserve the right to do any of the following, at any time, without notice to you: (1) to modify, suspend or terminate operation of or access to our Site or Services, or any portion of them, for any reason; (2) to modify or change our Site or Services, or any portion of them, and any policies or terms applicable to them; and (3) to interrupt the operation of our Site or Services, or any portion of them, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

If any of the provisions of these Terms of Service are held by a court or other tribunal of competent jurisdiction to be void, unlawful, or unenforceable, the court or tribunal may, if applicable law permits, modify the void, unlawful, or unenforceable provision(s) to the minimum extent needed to make it or them valid, legal, and enforceable, or, if the law does not permit such modification or if the court or tribunal elects not to make such modification, the void, unlawful, or unenforceable provision(s) shall be deemed severable from these Terms of Service, shall be deemed stricken from these Terms of Service, and shall not affect the validity, legality, and enforceability of any remaining provisions of the Terms of Service, which shall remain in full force and effect.

Our failure to insist on or enforce strict performance of these Terms of Service shall not be construed as a waiver by us of any provision or any right we have to enforce these Terms of Service, nor shall any course of conduct between us and you or any other party be deemed to modify any provision of these Terms of Service. Our failure to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision in that or any other instance.

The Terms of Service, and any rights or obligations hereunder, are not assignable, transferable or sublicensable by you except with our prior written consent but may be assigned or transferred by us without restriction. Any attempted assignment by you shall violate these Terms and be void.

You grant us the right to take steps we believe are reasonably necessary or appropriate to enforce or verify compliance with these Terms of Service, and you agree that we have the right, without liability to you, to disclose any information to law enforcement authorities, government officials, or third parties, as we believe is reasonably necessary or appropriate to enforce or verify compliance with these Terms of Service (including, but not limited to, our right to cooperate with any legal process relating to your use of the Site or Services or a third-party claim that your use of the Site or Services is unlawful or infringes on a third party's rights).

These Terms of Service shall not be interpreted or construed to confer any rights or remedies on any third parties. The section and sub-section headings in these Terms of Service are for convenience only and have no legal or contractual effect.

These Terms of Service constitute the entire agreement between you and us with regard to your access or use of any of our Site or Services or any Content on our Site, and any and all other written or oral agreements or understandings previously existing between you and us with respect to such use and access are hereby superseded and cancelled.

#### CONTACT US

Please contact [info@spokaneadvisors.com](mailto:info@spokaneadvisors.com) if you have questions about these Terms of Service or our Site or Services.