

Platform Terms of Use

Last Revised: April 7, 2025

1. APPLICATION OF THIS TERMS OF USE

The websites and any SpaceAgent mobile or desktop applications (collectively, “SpaceAgent Platform”) on which this Terms of Use (“Terms of Use”) appears are owned and operated by **SpaceAgent, LLC** (“SpaceAgent,” “we,” “our,” or “us”), a Utah-based limited liability company. The SpaceAgent Platform provides information, documents, tools, products, services, accounts, and suggestions related to short-term property listings and space management solutions (collectively, “Services”).

“You” or “your” refers to any person accessing the SpaceAgent Platform and any persons on whose behalf information is provided.

THIS TERMS OF USE IS A LEGALLY BINDING AGREEMENT. BY USING THE SPACEAGENT PLATFORM, YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE, YOU MUST NOT ACCESS OR USE THE PLATFORM OR SERVICES.

Mandatory Class Action and Jury Trial Waiver: You waive your right to participate in a class action lawsuit and jury trial, except where prohibited by law. See below for more details.

We may update these Terms of Use at any time. You agree to regularly review the Terms of Use and agree to the updated version when you continue to use the Platform after changes are posted.

Your use of certain Services may also be governed by supplemental agreements.

2. PRIVACY POLICY

SpaceAgent also publishes a separate **Privacy Policy**, which outlines how we handle your data. Please review it to understand your rights and options.

3. ACCESSING THE SPACEAGENT PLATFORM

We may restrict access to the Platform or Services at our discretion. You are responsible for:

- Securing access to the internet and required devices.
- Ensuring all users of your internet connection comply with these Terms.
- Keeping any login credentials confidential and not sharing them.

You agree to:

- Use only valid, authorized information when registering.
- Keep your account secure and notify us of any breach.
- Not impersonate others or use offensive usernames.

We reserve the right to deactivate any account or credentials if we determine a violation has occurred.

4. SPACEAGENT NOT A PARTY TO ANY TRANSACTION

SpaceAgent is a platform for listing and discovering short-term rental properties. We do not own, manage, or control any listed property. We are not a party to any lease, rental agreement, or transaction between Property Owners and renters (collectively, “Users”) and do not provide insurance or dispute resolution services.

5. REVIEW POLICY

User-generated reviews are important to the integrity of the platform. You agree that:

- Only verified Property Owners and Renters may leave reviews.
- Reviews must not include libelous, obscene, harassing, or discriminatory content.
- You may not include private information or impersonate others.
- Violations may result in account termination without refund.

We reserve the right to approve, edit, or remove reviews at our discretion.

6. INTELLECTUAL PROPERTY RIGHTS

All content on the SpaceAgent Platform, including text, graphics, videos, software, and layout (“Materials”), is the property of SpaceAgent or its licensors and protected by intellectual property laws.

You are granted a limited, revocable, non-exclusive license to use the Platform and Materials for personal, non-commercial purposes. You may not reproduce, modify, distribute, or exploit any content without our express written permission.

Violations of this section may result in immediate termination of access and legal action.

7. TRADEMARKS

The SpaceAgent name, logo, and related branding are trademarks of SpaceAgent, LLC. You may not use these without prior written approval.

8. YOUR COMMUNICATIONS USING THE SPACEAGENT PLATFORM

By submitting content to SpaceAgent (reviews, emails, inquiries), you grant us a perpetual, royalty-free, transferable license to use that content to operate and improve our Services.

You confirm that you have the right to grant this license and that your content does not infringe on third-party rights.

9. ELECTRONIC COMMUNICATIONS

By using our Platform, you consent to receive electronic communications including updates, transaction notices, and legal disclosures, which satisfy any legal requirement for written communication.

10. PERMITTED AND PROHIBITED USES

Permitted use includes lawful access to the Platform for personal, non-commercial rental-related purposes. You agree **not** to:

- Engage in fraudulent, illegal, or harmful activity.
- Send unsolicited messages or spam.
- Attempt to hack, probe, or overload the Platform.
- Use the Platform to compete with SpaceAgent.
- Upload inappropriate, violent, or obscene content.
- Violate intellectual property rights.

We may terminate your access or report violations to law enforcement.

11. USER CONTRIBUTIONS

The Platform may include features that allow users to submit content such as reviews, messages, or profile data (“User Contributions”).

By posting, you agree:

- You own or control rights to the content.
- The content is lawful and appropriate.
- You grant SpaceAgent a license to use your content for operational and promotional purposes.

You remain solely responsible for your User Contributions.

12. CONTENT STANDARDS

User Contributions must not:

- Contain defamatory, obscene, or illegal content.
 - Infringe upon intellectual property or privacy rights.
 - Mislead, harass, or impersonate others.
 - Promote illegal activities or impersonate SpaceAgent.
 - Contain commercial promotions or solicitations.
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13. MONITORING AND ENFORCEMENT; TERMINATION

We may:

- Remove or edit content for any reason.
- Disclose user identities to rights holders or law enforcement.
- Terminate user accounts for any violation of these Terms.

We do not guarantee review of all content and disclaim liability for user-generated materials.

14. RELIANCE ON INFORMATION POSTED

Information provided on the Platform is for general use and may not be accurate or current. You rely on it at your own risk.

We disclaim liability for reliance on third-party or user-generated content.

15. LINKING TO/FROM THE SPACEAGENT PLATFORM

15.1 Linking to the Platform

You may link to our homepage in a way that is fair and legal. You must not suggest association or endorsement without permission. Social sharing tools we provide must be used as offered.

We reserve the right to revoke linking permission at any time.

15.2 Third-Party Links

Our Platform may include links to third-party websites. We are not responsible for content, practices, or availability of those sites. Your use of such sites is at your own risk and governed by their respective terms.

16. APP STORES

You acknowledge and agree that availability of SpaceAgent’s mobile applications depends on the third-party app store (e.g., Apple App Store or Google Play) from which the application is downloaded (collectively, the “App Store”). This Terms of Use is between you and SpaceAgent, not the App Store. However, if you downloaded the application from the Apple App Store, Apple and its subsidiaries are third-party beneficiaries to this Terms of Use. By accepting this Terms of Use, you acknowledge that Apple shall have the right to enforce it against you.

This Terms of Use incorporates the Apple Licensed Application End User License Agreement by reference. In the event of conflict between that license and this Terms of Use, this Terms of Use shall govern.

17. FEDERAL AND STATE LAWS

SpaceAgent operates within the United States, specifically under the jurisdiction of the State of Utah. The SpaceAgent Platform is not intended for use outside the United States, and we make no representations regarding the legality or availability of Services in other jurisdictions. You agree to comply with all applicable federal, state, and local laws while using the Platform.

18. MINIMUM AGE

You must be at least eighteen (18) years old to use the SpaceAgent Platform. By using the Platform, you represent and warrant that you are of legal age.

19. DISCLAIMER OF WARRANTIES

Your use of the SpaceAgent Platform is at your own risk. Content and materials may contain inaccuracies or errors. SpaceAgent does not guarantee the accuracy, completeness, or reliability of content available through the Platform.

THE PLATFORM AND ITS CONTENT ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT ALLOWED BY LAW, WE DISCLAIM ALL WARRANTIES INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

We do not promise that Services will be uninterrupted or error-free. Use of third-party services or links is at your own risk, and SpaceAgent does not endorse or assume liability for them.

You acknowledge that communications transmitted to and from the Platform are not confidential and may be read or intercepted by others. No confidential or fiduciary relationship is created by your use of the Platform.

20. LIMITATION ON LIABILITY

While we strive to maintain platform reliability, occasional disruptions or errors may occur. SpaceAgent disclaims liability for service interruptions or delays.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER SPACEAGENT NOR ITS AFFILIATES OR AGENTS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS OR DATA ARISING OUT OF YOUR USE OF THE PLATFORM.

TOTAL LIABILITY SHALL NOT EXCEED THE FEES PAID BY YOU TO SPACEAGENT IN THE TWELVE (12) MONTHS PRIOR TO THE INCIDENT.

21. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless SpaceAgent, its officers, directors, employees, contractors, and affiliates from any claims, losses, or damages arising from your:

- Violation of this Terms of Use
- Unauthorized or unlawful use of the Platform

- Misuse of content or services
- Interaction with other users

We reserve the right to assume exclusive defense of such claims and you agree to cooperate with us in that defense.

22. GENERAL RELEASE

SpaceAgent is not involved in rental transactions or disputes between users. By using the Platform, you release SpaceAgent and its agents from any claims, damages, or liabilities arising from:

- Interactions or disputes between users
 - Property rental experiences
 - Use or listing of properties
 - Accuracy or reliability of property listings
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23. COPYRIGHT COMPLAINTS

If you believe your copyrighted work has been used improperly on the SpaceAgent Platform, please send a DMCA-compliant notice to:

DMCA Agent

SpaceAgent, LLC

[Insert updated Utah mailing address]

Email: [Insert official DMCA response email]

Your notice must include all elements required under the DMCA.

24. INJUNCTIVE RELIEF

You agree that a breach of this Terms of Use may cause SpaceAgent irreparable harm. In such a case, SpaceAgent is entitled to seek injunctive or equitable relief without posting bond or showing actual damage.

Disputes related to enforcement of this section shall be resolved in the state or federal courts located in **Salt Lake City, Utah**, and you consent to jurisdiction and venue therein.

25. MANDATORY CLASS ACTION AND JURY TRIAL WAIVER

To the fullest extent allowed by law, you waive the right to:

- Participate in class actions or collective claims
- Pursue disputes through a jury trial

Disputes must be resolved individually. This waiver applies to all claims arising from your use of the SpaceAgent Platform or Services.

26. LIMITATION ON TIME TO FILE CLAIMS

You must bring any claim related to this Terms of Use or your use of the Platform within one (1) year of the date the claim arises. Otherwise, your claim is permanently barred.

27. OTHER TERMS

Waiver and Severability. If any provision of this Terms of Use is held invalid, the remainder will remain in effect. Our failure to enforce any term is not a waiver of that term.

Governing Law. This Terms of Use is governed by the laws of the **State of Utah**, without regard to conflicts of law. Venue for disputes shall be in Salt Lake County, Utah.

Attorneys' Fees. The prevailing party in any dispute shall be entitled to reasonable attorneys' fees and costs.

Assignment. You may not assign your rights under this Terms of Use without our prior written consent. SpaceAgent may freely assign its rights and obligations.

Headings. Section headings are for convenience only and do not affect the meaning of any provision.

Typographical Errors. We make efforts to ensure accuracy but disclaim liability for typographical or technical errors.

28. QUESTIONS

For any questions or concerns regarding this Terms of Use or the Platform, please contact:

SpaceAgent, LLC
2174 S Main Street
Salt Lake City, UT 84115

Email: info@myspaceagent.com
Phone: 801.214.8471