

## SpaceAgent, LLC Terms of Service

Last Updated - September 7, 2023

BY ACCEPTING THESE TERMS OF SERVICE, YOU AGREE TO BE BOUND BY ALL OF THE PROVISIONS BELOW, INCLUDING, WITHOUT LIMITATION, THE ARBITRATION PROVISIONS. PLEASE READ THEM CAREFULLY.

### 1. Key Terms

SpaceAgent, LLC (hereafter referred to as “SpaceAgent”, “we”, “us”, or “our”) provides an online platform that connects Hosts who rent Space to Renters (collectively, the “Services”). In this document, the terms “Service” or “Services” refer to any services we offer, including, but not limited to, all SpaceAgent web applications, mobile applications, and other software, helpdesk services, beta versions, and the website accessible at [www.myspaceagent.com](http://www.myspaceagent.com) and its associated content (collectively, the “Site”) as well as any and all marketing channels where Collective Content may be disseminated in SpaceAgent’s sole discretion. The terms “you” or “your” refer to those searching for, booking, or using SpaceAgent Services. The term “Host” refers to the person who publishes and offers Services. The term “Renter” refers to the person who receives a temporary license under these Terms to use the Host’s Space for office, warehouse, or other lawful business purposes (collectively, “Services,” and each Host Service offering, a “Space”). The term “Space” refers to the area of the Host’s property licensed, rented, or offered for rental by a Host. The term “Listing” refers to the searchable description advertising the Host’s Space as found on this Site or the Services. The term “Warehoused Items” refer to the property or goods of the Renter that are stored in the Host’s Space. The term “Booking” refers to a confirmed transaction between Host and Renter whereby Renter stores its property in a Host’s Space. “Member” means a person who creates a SpaceAgent account (“SpaceAgent Account”) through the registration process, including, but not limited to Hosts and Renters. “SpaceAgent Content” means all Content that SpaceAgent makes available through the Site including any Content licensed from a third party but excluding Member Content. “Member Content” means all Content that a Member posts, uploads, publishes, submits or transmits to be made available through the Site. Member Content may include user profiles and biographical information. “Collective Content” means Member Content and SpaceAgent Content. “Content” means text, graphics, images, software, audio, video, information or other materials.

### 2. Terms Relating to Service

**2.1 SpaceAgent’s Responsibilities.** SpaceAgent makes available a platform or marketplace with related technology for Renters and Hosts to meet online and arrange for Bookings of Space and Services. SpaceAgent is not an owner or operator of properties, nor is it a real estate broker, real estate agent, insurer, or escrow agent. SpaceAgent does not own, sell, resell, furnish, provide, rent, re-rent, manage and/or control properties. SpaceAgent’s responsibilities are limited to facilitating the availability of the Site, Services and its platform. SpaceAgent does not act as an agent for any Member except for the limited purpose of accepting payments from Renters on behalf of the Host and, in limited circumstances, to assist in remedying a Renter's Default in

accordance with these Terms. SpaceAgent has no control over the conduct of Hosts, Renters, or other users of the Site and Services, and disclaims any and all liability.

**2.2 Agreement To Terms.** By using the Site or Services you agree to comply with and be legally bound by the terms and conditions of these Terms of Service (“Terms”), whether or not you become a Member, or other registered user of the Services. These Terms govern your access to and use of the Site and Collective Content (defined below), which constitute a binding legal agreement between (i) you and SpaceAgent and (ii) a Renter and Host. If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Services, Site or Collective Content. Unauthorized or improper use of the Services or a violation of the Terms set forth herein may result in you being banned from the site and any use of the Services, Site and SpaceAgent’s platform or other service and may subject you to civil liability and/or criminal penalties.

**2.3 Host And Renter Agreements.** YOU UNDERSTAND AND AGREE THAT SPACEAGENT IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN HOSTS AND RENTERS, AND YOU AGREE NOT TO INVOLVE SPACEAGENT IN ANY DISPUTE BETWEEN HOSTS AND RENTERS, EXCEPT AS THESE TERMS EXPRESSLY REQUIRE SPACEAGENT TO BE INVOLVED. SIGNED WRITTEN AGREEMENTS ENTERED INTO BETWEEN HOSTS AND RENTERS WILL SUPERSEDE AND TAKE PRECEDENCE OVER CONFLICTING TERMS HEREIN AS IT RELATES SOLELY TO THE RIGHTS AND OBLIGATIONS OWED BY RENTERS TO HOSTS AND HOSTS TO RENTERS. ANY AGREEMENT BETWEEN HOSTS AND RENTERS WILL NOT MODIFY OR IMPACT HOSTS’ AND RENTERS’ OBLIGATIONS TO SPACEAGENT UNDER THESE TERMS OR SPACEAGENT’S RIGHTS UNDER THESE TERMS, INCLUDING, BUT NOT LIMITED TO, (i) ALL PAYMENTS FROM RENTERS TO HOSTS RELATED TO THE BOOKING OR USE OF THE SPACE MUST BE PROCESSED THROUGH THE SPACEAGENT PLATFORM, AND (ii) IN THE LIMITED CIRCUMSTANCES WHEN SPACEAGENT ASSISTS WITH REMEDYING A RENTER DEFAULT, AS PROVIDED HEREIN, SUCH ASSISTANCE WILL BE PROVIDED IN ACCORDANCE WITH THESE TERMS.

**2.4 Know Your Legal Obligations.** YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE TO BECOME FAMILIAR WITH AND ABIDE BY ANY LAW OR OTHER REGULATION THAT RELATES TO THE RENTAL AND/OR USE OF THE SPACE, INCLUDING ANY REQUIREMENT FOR HOSTS TO REGISTER OR OBTAIN A LICENSE OR PERMIT BEFORE LISTING A SPACE (“APPLICABLE LAW”). SPACEAGENT DOES NOT ADVISE ON ISSUES RELATED TO APPLICABLE LAW. IF YOU HAVE ANY QUESTIONS ABOUT HOW APPLICABLE LAWS APPLY, YOU SHOULD ALWAYS SEEK LEGAL ADVICE.

**2.5 Listing Content And Suitability Of Space.** The Site and Services are intended to be used to facilitate the Booking of Space. SpaceAgent cannot and does not control the Content contained in any Listing nor the condition, legality, or suitability of any Space. SpaceAgent is not

responsible for, and disclaims any and all liability arising from, the Content of any Listing or the suitability of any Space.

**2.6 Authority.** You acknowledge and agree that, by accessing or using the Site or Services or by downloading or posting any Content from or on the Site or through the Services, or by referring others, you are indicating that you have read, and that you understand and agree to be bound by these Terms, whether or not you have registered with the Site, mobile/web application, or Services. If you do not agree to these Terms, then you have no right to access or use the Site, Services, or Collective Content. If you accept or agree to these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, “you” and “your” will refer and apply to that company or other legal entity, and its successors and assignors.

**2.7 Age Requirement.** The Site is intended solely for persons who are 18 years of age or older. Any access to or use of the Site or Services by anyone under 18 years of age is expressly prohibited. By accessing or using the Site or Services you represent and warrant that you are 18 years of age or older.

**2.8 Notice Of Lien. PLEASE NOTE THAT BY ACCESSING THE SITE, UTILIZING THE SERVICES, AND COMPLETING ANY BOOKING FOR SERVICES IN A SPACE, YOU ARE CONSENTING TO THE CREATION OF A LIEN AND SPACEAGENT'S ABILITY TO SELL THE STORED ITEMS TO SATISFY THE LIEN, AS DESCRIBED BELOW.**

### **3. Nondiscrimination Policy**

**3.1 Compliance With Applicable Law.** SpaceAgent is, at its core, an open community dedicated to connecting people to improve Space accessibility. SpaceAgent welcomes and services an incredibly diverse community, drawing together individuals of different cultures, values, and norms. To remain a Member, you are required to comply with all Applicable Laws, whether federal, state, or local, including those relating to diversity and non-discrimination. In addition, you may not:

- Decline a Renter based on race, color, ethnicity, national origin, religion, sexual orientation, gender identity, or marital status.
- Impose any different terms or conditions based on race, color, ethnicity, national origin, religion, sexual orientation, gender identity, or marital status.
- Post any listing or make any statement that discourages or indicates a preference for or against any Host or Renter on account of race, color, ethnicity, national origin, religion, sexual orientation, gender identity, or marital status.
- Decline a Renter based on any actual or perceived disability.
- Impose any different terms or conditions based on the fact that the Renter has a disability.
- Substitute your own judgment about whether a Space meets the needs of a Renter with a disability for that of the prospective Renter.

- Inquire about the existence or severity of a Renter’s disability, or the means used to accommodate any disability. If, however, a potential Renter raises its disability, a Host may, and should, discuss with the potential Renter whether the Space meets the potential Renter’s needs.
- Prohibit or limit the use of mobility devices.
- Charge more in fees for Renters with disabilities.
- Post any listing or make any statement that discourages or indicates a preference for or against any Renter on account of the fact that the Renter has a disability.
- Refuse to communicate with Renters through accessible means that are available, including relay operators (for people with hearing impairments) and e-mail (for people with vision impairments using screen readers).
- Refuse to provide reasonable accommodations, including flexibility when Renters with disabilities request modest changes in your house rules, such as bringing an assistance animal that is necessary because of the disability, or using an available parking space near the unit. When a Renter requests such an accommodation, the Host and the Renter should engage in a dialogue to explore mutually agreeable ways to ensure the Space meets the Renter’s needs.

**3.2 When Renters Are Turned Down.** Hosts should keep in mind that no one likes to be turned down. While a Host may have, and articulate, lawful and legitimate reasons for turning down a potential Renter, it may cause that member of our community to feel unwelcome or excluded. Hosts should make every effort to be welcoming to Renters of all backgrounds. Hosts who demonstrate a pattern of rejecting Renters from a protected class (even while articulating legitimate reasons) undermine the strength of our community by making potential Renters feel unwelcome, and SpaceAgent may remove such Hosts from the SpaceAgent platform and/or prohibit their use of the Site and/or Services.

#### **4. Accounts**

**4.1 Third Party Accounts.** As part of the functionality of the Site and Services, you may link your SpaceAgent Account with third party accounts (“Third Party Account”), by either: (i) providing your Third Party Account login information to SpaceAgent through the Site or Services; or (ii) allowing SpaceAgent to access your Third Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third Party Account. You represent that you are entitled to disclose your Third Party Account login information to SpaceAgent and/or grant SpaceAgent access to your Third Party Account (including, but not limited to, for use for the purposes described herein), without breach by you of any of the terms and conditions that govern your use of the applicable Third Party Account and without obligating SpaceAgent to pay any fees or making SpaceAgent subject to any usage limitations imposed by such third party service providers. By granting SpaceAgent access to any Third Party Accounts, you understand that SpaceAgent will access, make available and store (if applicable) any Content that you have provided to and warehoused in your Third Party Account (“SNS Content”) so that it is available on and through the Site and Services via your SpaceAgent Account and

SpaceAgent Account profile page. Unless otherwise specified in these Terms, all SNS Content, if any, will be considered to be Member Content for all purposes of these Terms. Depending on the Third Party Accounts you choose and subject to the privacy settings that you have set in such Third Party Accounts, personally identifiable information that you post to your Third Party Accounts will be available on and through your SpaceAgent Account on the Site and Services. Please note that if a Third Party Account or associated service becomes unavailable or SpaceAgent's access to such Third Party Account is terminated by the third party service provider, then SNS Content will no longer be available on and through the Site and Services. You have the ability to disable the connection between your SpaceAgent Account and your Third Party Accounts, at any time, by accessing the "Settings" section of the Site. YOUR RELATIONSHIP WITH THE THIRD PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD PARTY SERVICE PROVIDERS.

**4.2 SNS Content.** SpaceAgent makes no effort to review any SNS Content for any purpose, including but not limited to, for accuracy, legality or non-infringement and SpaceAgent is not responsible for any SNS Content.

**4.3 Account Information.** We will create your SpaceAgent Account and your SpaceAgent Account profile page based upon the personal information you provide to SpaceAgent or that we obtain via a Third Party Account as described above. You may not have more than one (1) active SpaceAgent Account. You agree to provide accurate, current and complete information during the registration process and to promptly update such information to keep it accurate, current and complete. All changes to contact information, including addresses, phone numbers, and email addresses, will not be effective unless the new information is complete and is reported via the SpaceAgent Site. SpaceAgent requests that Renters provide contact information for a secondary/emergency contact whom SpaceAgent and/or the Host may contact in the event you are unreachable and to whom notices may be sent, if required by applicable law. Hosts acknowledge that they are required to provide correct bank account information in order to receive the host payout. SpaceAgent reserves the right to suspend or terminate your SpaceAgent Account and your access to the Site and Services without cause or notice. Some possible reasons for termination include but are not limited to: (1) if you create more than one SpaceAgent Account; (2) if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete; and (3) breach of these Terms. Termination of an account may result in forfeiture and destruction of all information associated with such account.

**4.4 Password.** You are responsible for safeguarding your password. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your SpaceAgent Account, whether or not you have authorized such activities or actions. You will immediately notify SpaceAgent of any unauthorized use of your SpaceAgent Account by emailing [info@myspaceagent.com](mailto:info@myspaceagent.com).

**4.5 Communications And Notices.** You have provided SpaceAgent certain contact information, including, but not limited to, a cell phone number and email address. **YOU AGREE THAT**

**ALL NOTICES REQUIRED BY THESE TERMS OR BY LAW MAY BE SENT BY SPACEAGENT TO THE EMAIL ADDRESS YOU HAVE PROVIDED.** You hereby give express consent to SpaceAgent and its affiliates, agents, and service providers, including any SpaceAgent-designated collections agency, to use written, electronic, or verbal means to contact you. This consent includes, but is not limited to, contact by mail, manual calling methods, prerecorded or artificial voice messages, text messages, emails and/or automatic telephone dialing systems. SpaceAgent may also contact you about current or future services available to you. You may revoke your consent by contacting SpaceAgent at [info@myspaceagent.com](mailto:info@myspaceagent.com).

## **5. Listings**

**5.1 Creation Of Listings.** As a Member, you may create Listings. To this end, you may be asked a variety of questions about the Space to be listed, including, but not limited to, the location, capacity, size, features, availability, and pricing and related rules and financial terms. In order to be featured in Listings via the Site and/or Services, all Space must have a valid physical address. Listings will be made publicly available via the Site and Services. Other Members will be able to book your Space via the Site and Services based upon the information provided in your Listing.

**5.2 Host Responsible For Listings.** You acknowledge and agree that you are responsible for any and all Listings you post. Accordingly, you represent and warrant that any Listing you post and the Booking of, or Renter's use of, a Space in a Listing you post (i) will not breach any agreements you have entered into with any third parties, (ii) you own, license, or otherwise have all necessary rights to occupy or rent the Space, and (iii) will (a) be in compliance with all applicable laws, tax requirements, and rules and regulations that may apply to any Space included in a Listing you post, including, but not limited to, zoning laws, licensure requirements, and laws governing rentals of residential and other properties and (b) not conflict with the rights of third parties. Please note that SpaceAgent assumes no responsibility for a Host's compliance with any applicable laws, rules and regulations.

**5.3 SpaceAgent's Right To Remove Listings.** SpaceAgent reserves the right, at any time and without prior notice, to remove or disable access to any Listing for any reason, including Listings that SpaceAgent, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms or Applicable Law or otherwise harmful to its community or the Site or Services.

**5.4 Host Imposed Requirements.** When you create a Listing, you may also choose to include certain requirements and list prohibited items which must be met by the Members who are eligible to request a Booking of your Space, including, but not limited to, requiring Members to have a profile picture, connected Facebook account or other Third Party Account or verified phone number in order to book your Space. Any Member wishing to book a Space included in Listings with such requirements must meet these requirements. The Renter, Renter's employees, agent, family, guests and other invitees agree to comply with Host's requirements and policies and any other rules which are contained in the Listing or otherwise agreed to by Renter. Failure to comply with such rules may result, without limitation, in (i) the Renter being held in Default (as defined below) and (ii) the Renter being responsible for damages to the Host's property or

Space. More information on how to set such requirements is available via the “Hosting” section of the Site and/or Services.

**5.5 Space Description.** Each Host must provide a truthful and accurate description of the Space in a Listing. If a Host misrepresents a Space or otherwise provides inaccurate or incomplete information about a Space in a Listing, as determined by SpaceAgent in its sole discretion, (a) SpaceAgent may, in its sole discretion, determine if and the extent to which the applicable Renter is entitled to a refund and (b) the Payout Guarantee (as defined below), if applicable, is void with respect to such Listing. Additionally, SpaceAgent may, in its sole discretion, (i) refuse to pay Host amounts refunded to Renter, (ii) withhold current or future payouts to Host, (iii) otherwise charge or pull back payouts to Host, or (iv) seek all legal remedies against Host for Host’s violation of this provision or these Terms. If Renter believes the Space does not match the description in the Listing or is otherwise not as anticipated, Renter may refuse to rent the Space. However, in the event Renter moves Warehoused Items into the Space, Renter confirms the Listing description is accurate and confirms Renter’s acceptance of the Booking.

**5.6 Host Responsible For Host’s Actions.** You acknowledge and agree that, as a Host, you are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals who reside at or are otherwise present at the Space at your request or invitation, excluding the Renter (and the individuals the Renter invites to the Space, if applicable). Hosts agree to use the Space’s existing security features (e.g., doors, garage doors, gates, locks, cameras, etc.), if any, to reasonably protect the Warehoused Items from damage or theft. In the event SpaceAgent incurs expenses or losses, including making payment to Renter pursuant to a Protection Plan, as a result of Host causing damage to Warehoused Items or Host’s violation of these Terms or negligent conduct, Host shall be responsible for compensating SpaceAgent for such loss or expense, and SpaceAgent may collect such compensation by any means, including withholding and pulling back payouts to Host. Hosts agree to correspond with SpaceAgent and, upon request, provide information related to Bookings and Listings, including providing information related to damages or theft of Warehoused Items and other claims by Renters.

**5.7 Taxes.** You understand and agree that you are solely responsible for determining your applicable tax reporting requirements in consultation with your tax advisors. SpaceAgent cannot and does not offer tax-related advice to any Members of the Site and Services. Additionally, please note that each Host is responsible for determining local indirect taxes and for including any applicable taxes to be collected or obligations relating to applicable taxes in Listings. SpaceAgent is neither responsible nor liable for notifying, collecting, or paying any such taxes.

**5.8 Payments Must Be Made On Platform.** You agree to never solicit another user to engage in a lease, license, or rental of a Space outside of the SpaceAgent platform. Hosts agree to never insist, ask, or insinuate that a Renter pay any or all of the fees described herein directly to Host, and Host agrees to never accept payment made directly to Host with a check, cash, or any payment method other than by payment through SpaceAgent. Renters also agree to never ask a Host to receive any or all of the fees directly, and Renter agrees to never make payment directly

to Host. If a Host or Renter violates this prohibition, SpaceAgent may immediately cancel the Host's and/or Renter's account, Host and Renter will remain liable for the applicable fees, and Host and Renter shall pay SpaceAgent an amount equal to 24 months of Total Fees to partially compensate for administrative costs and not as a penalty. SpaceAgent may collect such fees by, among other things, deducting the fees from amounts owed to Host or otherwise charging the Host's and/or Renter's account. Any deduction and/or payment hereunder shall not limit SpaceAgent from pursuing any other remedy to which it is entitled hereunder or pursuant to Applicable Law. Any dispute and/or litigation between Renters and Hosts regarding direct payments in violation of this section shall be between Hosts and Renters exclusively and shall not name or otherwise include SpaceAgent as a party.

## **6. Payment Authorization**

In connection with your Booking, you will be asked to provide customary billing and payment information, including your name, billing address and credit card or other payment information, either to SpaceAgent or its third party payment processor. If you are directed to SpaceAgent's third party payment processor, you may be subject to terms and conditions governing use of that third party's service and that third party's personal information collection practices. Please review such terms and conditions and privacy policy before using such services. You hereby authorize the collection of all amounts by charging the credit card or other payment method provided as part of requesting the Booking, either directly by SpaceAgent or indirectly via a third party online payment processor or by one of the payment methods described on the Site or Services. Please note that SpaceAgent cannot control any fees that may be charged to a Renter by its bank related to SpaceAgent's collection of owed amounts, and SpaceAgent disclaims all liability in this regard. You understand and agree that SpaceAgent, on behalf of the Host, reserves the right, in its sole discretion, to (i) obtain a pre-authorization via your credit card for the amounts owed or (ii) charge your credit card a nominal amount, not to exceed one dollar (\$1), to verify your credit card.

## **7. Insurance**

SpaceAgent does not provide insurance to Hosts or Renters. Hosts and Renters are responsible to provide their own insurance to cover damages that may occur to the Host's and/or Renter's property, including damages to the Warehoused Items. SpaceAgent is not obligated to provide insurance to protect the Warehoused Items, and **SPACEAGENT DOES NOT HAVE INSURANCE COVERING THE STORED ITEMS. SPACEAGENT RECOMMENDS THAT RENTERS PURCHASE INSURANCE FOR THEIR STORED ITEMS, WHICH INSURANCE IS AVAILABLE FROM MOST INSURERS, OR THAT RENTERS PURCHASE AN APPROPRIATE PROPERTY PROTECTION PLAN.**

## **8. Background, Credit, and Criminal History Checks**

Hosts and Renters have the right to check each other's background, credit history and/or criminal history (collectively, "Background Checks") and refuse to complete a Booking or terminate a Booking upon receipt of such Background Checks. SpaceAgent has the right, but has no obligation, to perform these same Background Checks on Renters and Hosts. You hereby



expressly agree to SpaceAgent's use of a third-party provider to perform a Background Check, in SpaceAgent's discretion, for the purposes of these Terms and your use of the Site and Services. SpaceAgent is not responsible for the information in or the accuracy of the Background Checks, and you hereby release and hold SpaceAgent harmless from any and all liability related to the Background Checks, including any party's performance of or failure to perform the Background Checks and the actions taken by any party upon receiving the Background Check. SpaceAgent RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO DENY ANY HOST OR RENTER SERVICE BASED ON THE RESULTS OF A BACKGROUND CHECK.

## **9. Booking and Financial Terms**

**9.1 Accepting And Declining Bookings.** If you are a Host and a Booking is requested for your Space via the Site or Services, you must approve or decline the Booking within 24 hours of when the Booking is requested (as determined by SpaceAgent in its sole discretion) or the Booking request will be automatically declined. When a Booking is requested via the Site or Services, we will share with you (i) the first and last name of the Renter who has requested the Booking, (ii) a disclosure of the items that the Renter wishes to store, (iii) the start date of the requested Booking period ("Start Date") and (iv) a link to the Renter's SpaceAgent Account profile page. If you are unable to confirm or decide to decline a Booking of a Space within such 24-hour period, any amounts collected by SpaceAgent for the requested Booking will be refunded to the applicable Renter's credit card and any pre-authorization of such credit card will be released. When you confirm a Booking requested by a Renter, the address for the Space will be shared with the Renter, and SpaceAgent will send you an email or text message or other notification confirming the Booking, depending on the selections you make via the Site and Services.

**9.2 Fees.** The fees displayed in each Listing include the Space Fees, Service Fees, Processing Fees, and Protection Plan fees, if applicable. Where applicable, taxes may be charged in addition to the Space Fees, Service Fees, Processing Fees, and Protection Plan fees. The Space Fees, Service Fees, Processing Fees, Protection Plan fees, and applicable taxes are collectively referred to in these Terms as the "Total Fees". Unless otherwise indicated, Total Fees in the Listing are displayed on a monthly basis. The amounts due and payable by a Renter solely relating to a Host's Space are the "Space Fees". Please note that it is the Host and not SpaceAgent, which determines the Space Fees. Space Fees may also include applicable state or county taxes. SpaceAgent charges a fee to Renters based upon a percentage of applicable Space Fees, which is referred to herein as "Service Fees". The standard Service Fee is set forth in the documentation communicated to Renters at the time they receive a confirmed Booking and may change from time to time after notice to Renters. "Processing Fees" are to cover the merchant services and direct deposit or ACH processing that SpaceAgent uses to process payments, as well as broker/referral fees, when applicable. The Host will be responsible for paying the Processing Fees in full. Hosts authorize SpaceAgent to deduct a sum from the Space Fees to cover the Processing Fees. Except as otherwise provided herein, Service Fees and Processing Fees are non-refundable.

**9.3 Renter Payment.** Each Renter agrees to pay SpaceAgent the Total Fees for any Booking requested in connection with your SpaceAgent Account if the applicable Host confirms such requested Bookings. Such payment shall be made in accordance with these Terms by one of the methods described on the Site or Services.

**9.4 Recurring Payments; Host Receipt of Space Fees.** SpaceAgent will collect from Renter the Total Fees at the time of Booking confirmation (i.e., when Host confirms the Booking). Unless Host and SpaceAgent agree otherwise in writing, the Booking period is month-to-month commencing on the Start Date and SpaceAgent will initiate payout of the Space Fees to the Host at the end of each monthly period (“Monthly Period”) during the Booking. Renter will be charged applicable fees on a recurring basis at the beginning of each Monthly Period (“Recurring Payments”). If Recurring Payments apply to your payment obligations for Total Fees owed for a Booking, you authorize SpaceAgent, on behalf of the Host, to collect the Total Fees in the increments and at the frequency associated with the applicable Recurring Payments, identified on the Site and Services. Unless Host and Renter agree to a prorated fee for the first month and SpaceAgent permits such proration, proration of monthly fees is not available. If SpaceAgent permits and Host and Renter agree to a prorated fee for the first month and the Booking is canceled before Renter is charged for the second month, SpaceAgent shall charge Renter the difference between the prorated fee and the fee for a full month. By placing a Booking through the Services, Renter agrees that all charges processed through the Site are deemed in accordance with these Terms. Hosts acknowledge that Space Fees will be directly deposited into their bank accounts, net of Service Fees and Processing Fees. If Renter does not dispute a charge within thirty (30) days of such charge, Renter waives any claim or argument that the charge was made in error or in violation of these Terms.

**9.5 Renter Disclosures.** As a Renter, you agree to disclose on the Site the items you wish to store upon requesting a Booking, including whether you will store any of the following items: (a) documents, files, or electronic data that contain personal information, such as social security numbers, credit or debit card information, bank account information, passport information and medical or legal records relating to clients, customers, patients or others in connection with your business; (b) alcoholic beverages; (c) pharmaceuticals other than those dispensed by a licensed pharmacy for your personal use; and (d) firearms (“Protected Property”). If you store Protected Property in a Space located in Nevada and the Protected Property relates to your profession or occupation that is subject to mandatory licensing, registration, permitting or other professional or occupational regulation by a governmental agency, board or commission, you must provide written notice to that agency, board or commission stating that you are storing Protected Property at the Space, identifying the general type of Protected Property warehoused at the Space, and providing complete contact information for the Space. You shall give SpaceAgent and the Host a copy of any written notice provided to such an agency, board or commission. You further agree to disclose the name and contact information of any person or entity that has a lien or other security interest in the items you wish to store. You must also disclose any Warehoused Items that are not your property. Neither SpaceAgent nor the Host is liable for the removal or sale of

personal property which is not your property or upon which a prior lien has attached, unless you have disclosed to SpaceAgent that the Warehoused Items are not your property. If you wish to store additional items or remove items after completing a Booking, you agree to (i) disclose those changes via the Site or Services, including changes related to any person or entity holding a lien or other security interest in the Warehoused Items and (ii) communicate the changes to the Warehoused Items to the Host. You acknowledge and agree that both SpaceAgent and the Host are not liable for undisclosed items and you accept liability for any damages caused to the Host's space or property by any undisclosed items. You agree to notify SpaceAgent if you are an active-duty member of the United States military.

**9.6 Renter Access To Space.** In the Listing, the Host agrees to provide the times that the Renter may access Warehoused Items. In some cases, Host may provide Renter with means for unlimited access. Renter must contact Host at least 24 hours in advance to request access unless otherwise specified in a written agreement between the Host and Renter. Unless otherwise noted in the Listing, the Host must provide reasonable access to the Space upon request from the Renter and communicate with the Renter in a timely manner. Renter is strongly encouraged to keep Host informed of any anticipated changes that may affect the terms of warehousing.

**9.7 Transporting Warehoused Items.** The Host is not required to transport or otherwise handle the Warehoused Items, and SpaceAgent recommends that the Host not handle the Warehoused Items. If a Host transports or handles the Warehoused Items, the Host does so at its own risk. Renters should not leave keys to their vehicle with the Host. If keys to a Renter's vehicle are provided to the Host, the Renter does so at its own risk, and SpaceAgent is not responsible or liable for any costs, fees, expenses, damages, losses, or liability that may result or arise from Host having access to keys, including Host operating or otherwise moving the vehicle.

**9.8 Space Move-Out Duties.** At or before the end of the Booking period for the Space, Renter must vacate the Space completely. Renter must remove all contents and debris. Renter must leave the Space in good "broom clean" condition. Additional fees may be charged for Renter's delayed removal of Warehoused Items and as otherwise provided herein. Renter may be subject to additional costs and fees as detailed in the "Late Fees & Collections" section below if Renter fails to leave the Space in good condition. Except as otherwise detailed in these Terms, once the Renter has removed all Warehoused Items and left the Space in the condition required, and its Booking has been canceled in accordance with the Terms below, Renter no longer has any right to access or take possession of the Space.

**9.9 Host Payout Guarantee.** SpaceAgent offers warehousing Hosts a limited guarantee of payment as further set forth in this section (the "Payout Guarantee"). When a Booking for Space with a Space Fee of \$500 or less is confirmed, and payment for the first month is validated and received, SpaceAgent guarantees that in subsequent months, should a Renter default on all or a portion of Total Fees, SpaceAgent will compensate a Host for up to two months of Space Fees, net of Services Fees and Processing Fees. The Payout Guarantee does not apply to Bookings where the monthly Space Fee exceeds \$500. The Payout Guarantee may be prorated based on the period of time the Warehoused Items remain in the Space. Additional information and Host

assistance may be required by SpaceAgent in connection with the Payout Guarantee, and Host must comply with SpaceAgent's requests for such information and assistance in a timely and responsive manner for the Payout Guarantee to apply. If a Renter is successful in pursuing a dispute with its bank for charges resulting from a Booking, such payments will not be subject to the Payout Guarantee and may be reclaimed by SpaceAgent. The Payout Guarantee shall not apply in the event SpaceAgent determines, in its sole discretion, that a Host has or is reasonably believed to have violated these Terms.

**9.10 Renter Cancellation.** It is the responsibility of the Renter, not the Host, to cancel a Booking once the Renter has removed the Warehoused Items from the Space. Sending a message to the Host does not cancel a Booking. Renters must visit their My Rentals page to cancel their Booking and all future payments will be stopped effective immediately. Renters are not eligible for a refund nor a prorated amount if they store for less than the standard Monthly Period, including if they fail to cancel their Booking before the next Monthly Period begins. In addition, the following provisions apply to cancellation by a Renter, subject to SpaceAgent's discretion:

- If a Renter cancels a Booking less than 24 hours after approval and/or more than three days before the Start Date, the Renter is eligible for a 100% refund of the Total Fees and the Service Fee.
- If a Renter cancels a Booking three days or less before the Start Date, but not on or after the Start Date, the Renter is eligible for an 80% refund of the Space Fee and will be refunded 0% of the Service Fee.
- SpaceAgent may, in its sole discretion, halt, pull back, or otherwise withhold payouts to Hosts to cover a refund to Renter if Renter timely cancels a Booking.

**9.11 Host Cancellation.** If a Host needs to cancel a Booking before the Renter stores its belongings, the Renter will receive a full refund and the SpaceAgent Customer Support team is available to help the Renter find an alternative warehousing space. Unless Host and Renter have entered into a separate written agreement stating otherwise, if for some reason a Host needs to terminate a Booking after the Renter has warehoused its Warehoused Items with no default by Renter, the Host is required to provide thirty (30) days' notice to the Renter.

Unless Host and Renter have entered into a separate written agreement allowing for Host to cancel a Booking with less than thirty (30) days' notice, if an extreme situation requires a Host to terminate a Booking with less than thirty (30) days' notice, the Renter will receive a full refund (minus Service Fees) of the most recent Monthly Period and the Host will not receive the most recent month's payout and will be charged a \$60 termination fee. Hosts who repeatedly cancel Bookings may be subject to additional charges, including removal from the SpaceAgent community and suspension of use of the Site and Services.

In the event a Host needs to cancel a Booking as provided in this section, the Host is responsible to cancel the Booking on the SpaceAgent platform.

Additionally, if a Host is aware that a Renter (i) no longer intends to use the Space and (ii) has permanently removed their Warehoused Items from the Space or never warehoused items in the Space, the Host should cancel the Booking on the SpaceAgent platform on behalf of the Renter.

In case of Host cancellation as provided herein, Renter shall remove all Warehoused Items from the Space no later than the cancellation date provided by Host.

**9.12 Abandoned Property.** All Warehoused Items and other property left by the Renter after a Booking has been canceled or terminated shall be deemed abandoned, and Renter relinquishes all rights to such property. SpaceAgent and/or Host may remove and/or dispose (including through a sale) of any Warehoused Items left or abandoned in the Space by Renter after a Booking has been canceled or terminated. Renter shall be responsible for paying all costs incurred by SpaceAgent and/or Host in removing or disposing such property. Renter waives and releases any and all claims or actions against SpaceAgent and Host for removing or disposing of abandoned property.

**9.13 First Month Discount.** You understand and agree that any first month discount will only be applicable if you have not previously rented a space on the SpaceAgent platform. When offered, the first month discount is only available for Bookings longer than one month. If the Renter receives a discount and the Booking is canceled before Renter is charged for a second month, the Renter will be charged for the amount of the first month's discount.

**9.14 Contractual Lien.** Any Renter accessing the Site, utilizing the Services, and completing any Booking for a Listing to place Warehoused Items in a Space, agrees and consents to the creation of a lien on the Warehoused Items and any other personal property warehoused in the Space in favor of SpaceAgent and the applicable Host ("Lien"). The Lien attaches to the Warehoused Items and all personal property warehoused in the Space the moment you place or otherwise move the Warehoused Items and said personal property to the Space and stays attached to the Warehoused Items and all personal property warehoused at the Space until the Booking is terminated, and Renter has fully paid the Total Fees and any other fees associated with the Booking. You acknowledge that the purpose of this Lien is to secure compliance with these Terms and secure payment of all debts associated with the Booking and the warehousing of Warehoused Items and all personal property in the Space, including but not limited to the Total Fees, labor, late fees and other charges related to the Warehoused Items and personal property in the Space and for expenses reasonably incurred in its sale or other disposition. SpaceAgent may, in its sole discretion, enforce the Lien by taking any action provided in these Terms, including those actions listed in the SpaceAgent's Remedies section below.

**9.15 Maximum Warehoused Items Value.** Renter agrees not to store property with a total value in excess of \$50,000, and Renter and SpaceAgent agree that the maximum total value of all Warehoused Items shall be deemed not to exceed \$50,000. Nothing herein shall constitute any agreement or admission by SpaceAgent that Renter's Warehoused Items have any value, nor shall anything alter the Limitations of Liability set forth below.

## **10. Renter's Property Protection Plan**

**10.1 Property Protection Plan Overview.** The SpaceAgent Protection Plan program is offered by SpaceAgent to certain Renters located within the United States. If you purchased a valid Renter's Property Protection Plan (a "Protection Plan"), this section sets out the terms and conditions of your Protection Plan, effective as of the Start Date or, if purchased after the Start

Date, effective the first day of the subsequent Monthly Period (“Plan Effective Date”). Your Protection Plan is for the sole benefit of you, the Renter, and applies only to the Warehoused Items for which a valid Protection Plan is purchased. The Protection Plan provides protection for and services related to certain damages to Warehoused Items sustained during your rental and use of a Space. The Protection Plan will not apply in the event of Renter’s fraudulent activity or other misconduct, as determined in SpaceAgent’s sole discretion.

**10.2 Disclaimer.** The Protection Plan program is not insurance. It provides the contractual services described in these Terms in consideration of a fee that is payable by you. The Protection Plan program is limited and available only to those Renters who are valid users of the SpaceAgent platform. However, you are not required to purchase a Protection Plan in order to use the SpaceAgent platform. The Protection Plan may be duplicative of any insurance coverage you already carry. You should consult with your insurance agent regarding any questions you may have related to any insurance coverage you may carry or wish to obtain.

**10.3 Protection Plan Reimbursement.** Subject to the applicable limitations, exclusions and conditions below, SpaceAgent agrees to reimburse you for the reasonable repair, replacement, or fair market value costs of direct physical damage to or theft of your Warehoused Items (“Damage” or “Damages”). To be eligible for reimbursement under a Protection Plan, the Warehoused Items must be clearly disclosed in the Booking details on the Site and properly warehoused in accordance with these Terms, including that the Warehoused Items are warehoused in the Space identified in the Listing, and you must be current on all payments for Bookings and Protection Plans at the time a Protection Plan intake form is submitted to SpaceAgent. For Warehoused Items to be eligible for reimbursement under a Protection Plan, you must submit pictures of such Warehoused Items through the SpaceAgent app or to info@myspaceagent.com at the time of storing such items. You must comply with all of the requirements and conditions of your Protection Plan in order to be eligible to receive any reimbursement for Damages.

**10.4 Maximum Protection And Payment.** In addition to the other terms and exclusions contained below, your Protection Plan is subject to the maximum protection amount as chosen by you (your “Maximum Protection Amount”) at the time of purchase of your Protection Plan and as stated on your account or your receipt. The Maximum Protection Amount is an aggregated amount for the duration of the Booking. In the event of Damage, no amount will be payable by SpaceAgent under these Protection Plan Terms unless the amount of each incident exceeds (i) \$100 for Protection Plans with a Maximum Protection Amount in excess of \$1000, or (ii) \$50 for Protection Plans with a Maximum Protection Amount less than \$1000 (the “Minimum Value”). In the event of qualified Damage exceeding the Minimum Value and subject to the Maximum Protection Amount, the amount payable by SpaceAgent will be ninety percent (90%) of the reasonable fair market value costs to repair or replace the affected Warehoused Items.

**10.5 Protection Plan Exclusions.** Damages do not include, and SpaceAgent will not provide reimbursement for (whether in the form of the cost of parts, labor, replacement, indemnification or otherwise), any of the following:

1. Damage to property warehoused in or caused by a violation by you of the Terms.
2. Prohibited items as described in our Terms, including but not limited to cash, securities, jewelry, rare publications, artwork, and collectibles (the warehousing of any prohibited items disqualifies ALL other Warehoused Items from protection under any Protection Plan).
3. Warehoused Items with pre-existing design faults or that have been abused, tampered with, or damaged prior to the Plan Effective Date.
4. Damage that is covered by any other warranty or service contract, insurance policy, or product recall; provided, however, in the event otherwise eligible Damage is covered and paid out by any insurance policy you already have, SpaceAgent will reimburse you up to ninety percent (90%) of the applicable insurance deductible, if any, subject to the Minimum Value requirement and Maximum Protection Amount.
5. Damage to property that (a) has missing or altered serial or identification numbers, or (b) has been used, or is being used, in a commercial or industrial setting.
6. Damage to or loss of property from theft, vandalism, misdemeanor, or other criminal act *unless* a police report has been filed in a timely manner (in accordance with section 10.7 below), a copy of which has been provided to SpaceAgent, that specifically itemizes the damage to or loss of the Warehoused Items.
7. Property warehoused outdoors without the use of a reasonable anti-theft device (e.g., hitch lock, tire boot, steering wheel lock) or reasonable coverings or protections from the elements.
8. Property not properly registered or insured, as applicable, according to applicable laws.
9. Damage to or theft of a vehicle, if Renter has provided Host with keys to the vehicle.
10. Accidental damage due to the shipping, handling, or transportation of the Warehoused Items (e.g., move-in or move-out of the reserved space), including drops, spills, or liquid damage.
11. Damage resulting or arising from your gross negligence, willful misconduct, or intentional damage, or your misuse or abuse of the property.
12. Damage resulting or arising from normal wear and tear, pre-existing conditions, recall, violation of applicable ordinances or laws, and utility services.
13. Damage or claims based on your fraud or misrepresentation.
14. Damages resulting from, or occurring after, not strictly following the resolution process set forth herein.
15. Damages or losses arising from Renter's failure to comply with any applicable law or ordinance, or Renter's violation of law, criminal acts, or misdemeanors.
16. Fines, penalties, or loss of income or use of any Warehoused Items.
17. Damage resulting or arising from acts of God, including, but not limited to wildfire, storm, hail, flooding, surface water, wind, waves, tidal water or overflow or other

substance overflow, earth movement of any type, including earthquake, eruption, landslide, erosion, sinking, shifting, cracking or any contracting of the earth.

18. Damage resulting or arising from any governmental, war, or military action or action by any governmental or civil authority, riot or civil unrest, nuclear threats or actions, or virus or bacteria.
19. Damages to or loss of property warehoused outdoors (i.e., Spaces that are not fully enclosed structures) related to, arising out of, or caused by nesting, infestation, discharge of waste or secretion, rats, mice, rodents, vermin, pests, and all other types of animals or insects.

No reimbursement will be made by SpaceAgent for routine or preventative cosmetic damage repair, cleanings, maintenance, installation, consumable parts (e.g., batteries, filters, etc.), labor, permits, or licenses of any Warehoused Items.

**10.6 Supporting Documentation For Damages.** All reported Damages must be supported by sufficient documentation of ownership and value (e.g., photos, receipts, police reports, insurance information) which will need to be provided to SpaceAgent within the Reporting Period (defined below) and as part of the resolution process in accordance with our general Terms.

**10.7 Police Report.** For all Damages occurring as a result of a third party violation of law, criminal act, theft, vandalism, or misdemeanor and for which you are requesting reimbursement pursuant to a Protection Plan, you must first file a police report within three (3) days of discovering the Damage describing the circumstances of the Damage and listing on such report each Stored Item for which you are seeking reimbursement, and provide SpaceAgent with a copy of such report, certified by you as true and correct. You may be asked to provide SpaceAgent with proof of ownership of, or legal responsibility for, the Warehoused Items in the form of receipts, photographs, videos, documents or other customary forms of proof (including, but not limited to, appraisal or valuation forms or notices addressed to you) certified by you as true and correct and reasonably acceptable to SpaceAgent.

**10.8 Reporting Damage.** All Damage must be reported to SpaceAgent in writing by filling out the Protection Plan intake form, completing all steps/requirements in the Protection Plan intake form, and submitting the Protection Plan intake form by email to [info@myspaceagent.com](mailto:info@myspaceagent.com) or by mail to 2174 S Main Street, Salt Lake City, UT 84115. SpaceAgent must receive the completed intake form within fourteen (14) days of the date of your discovery of the Damage (the "Damage Notice Period"). Following the Damage Notice Period, you will have sixty (60) days to submit requested copies of any documentation, photos, receipts or reports to SpaceAgent (the "Reporting Period"). Any Damages reported outside of the Damage Notice Period, or any documentation, photos, receipts or reports not submitted to SpaceAgent within the Reporting Period, may be denied by SpaceAgent and your case may be considered terminated or resolved at SpaceAgent's sole discretion.

**10.9 Protection Plan Payments.** You may be required to make additional payments for your Protection Plan, plus any applicable taxes, as stated at the time of enrollment in the Protection Plan (the "Plan Service Fee"). If you fail to make a payment when due for any reason or



successfully dispute a previously-made payment with your credit card company and fail to make substitute payment, we may terminate your Protection Plan as set forth below and we reserve the right to deem you ineligible for any Damages previously incurred, ongoing, or occurring thereafter.

**10.10 Termination Of Protection Plan.** SpaceAgent may immediately, and without notice, terminate your Protection Plan in its entirety, or terminate its applicability to any specific Warehoused Items for violation of the Terms. SpaceAgent may terminate the Protection Plan for convenience by providing you with five (5) days prior written notice of termination. You may terminate your Protection Plan on the Site or by terminating your rental or Booking in accordance with these Terms.

## **11. Damage to Warehoused Items, Bodily Injury, and Theft**

**11.1 Damages To Warehoused Items.** Hosts are responsible for damages caused by them to the Renter's Warehoused Items. To avoid disputes, Hosts are encouraged to record the initial state of the Warehoused Items. SpaceAgent may, in its sole discretion, halt or withhold Host payouts or otherwise collect amounts from Host due to such Host's misconduct (including, without limitation, for breach of these Terms) or damage to the Warehoused Items caused by such Host.

**11.2 Bodily Injuries.** Renter agrees that the use of the Space is at Renter's sole risk. Renter agrees that, without limiting any duties of the Host to take reasonable steps to protect Warehoused Items, Host shall have no liability to Renter or Renter's invitees for any personal or bodily injury except in the event of Host's gross negligence or willful misconduct. Renter hereby waives and disclaims any and all claims or causes of action Renter may have against Host, in the event of personal or bodily injury to Renter or Renter's invitees, except as a result of Host's gross negligence or willful misconduct.

**11.3 Theft of Warehoused Items.** The Host is not responsible for lost or stolen Warehoused Items so long as (i) a police report is filed and the police determine that there is evidence of forcible or unlawful entry into the Host's Space; and (ii) Host's negligent or intentional conduct did not contribute to the theft (e.g., failing to use the Space's existing security features).

## **12. Renter Responsibility for Damage to Host's Property and Space**

Renters are responsible for damages they or their Warehoused Items cause to Host's property or Space. To avoid disputes, Renters are encouraged to record the initial state of the Host's property and Space.

## **13. Use of Space and Prohibited Items**

**13.1 Use Of Space.** RENTER AGREES NOT TO USE THE SPACE FOR ANY UNLAWFUL PURPOSE. THE SPACE IS TO BE USED BY RENTER ONLY FOR STORAGE OF PERSONAL PROPERTY. UNLESS HOST AND RENTER AGREE OTHERWISE, RENTER MAY NOT MODIFY HOST'S PROPERTY OR INSTALL/UTILIZE SECURITY MONITORING SYSTEMS OR CAMERAS ON HOST'S PROPERTY. RENTER MUST COMPLY WITH HOST'S REASONABLE INSTRUCTIONS AS TO WHERE ITEMS MAY BE STORED. USE OF THE SPACE FOR ANY PURPOSE OTHER THAN FOR LAWFUL STORAGE OF PERSONAL ITEMS IS EXPRESSLY PROHIBITED.

**13.2 Prohibited Items.** STORAGE OF THE FOLLOWING ITEMS IS EXPRESSLY PROHIBITED (EACH IS A “PROHIBITED ITEM”):

- EXPLOSIVES, FUEL, HAZARDOUS OR FLAMMABLE MATERIALS
- PESTICIDES OR OTHER TOXIC CHEMICALS
- WASTE OF ANY KIND
- FIREARMS OR AMMUNITION
- DRUGS OR ANY ILLEGAL SUBSTANCES OR GOODS
- STOLEN GOODS OR OTHER CONTRABAND
- PERISHABLE FOOD ITEMS, SPOILED FOOD, LIVING OR DECEASED ANIMALS, INFESTED ITEMS, OR MOLDY ITEMS
- ANY ITEM THAT EMITS FUMES OR A STRONG ODOR
- BOATS AND OTHER WATERCRAFT THAT ARE NOT PROPERLY STORED ON A TRAILER
- ANY OTHER ITEMS SPECIFICALLY IDENTIFIED BY THE HOST ON THE LISTING AS EXPRESSLY PROHIBITED
- ANY OTHER ITEMS, THE POSSESSION, USAGE, TRANSPORT OR STORAGE OF WHICH MAY VIOLATE IN ANY WAY APPLICABLE LAWS, RULES, OR REGULATIONS

IN ADDITION TO THE ABOVE, SMOKING IN OR AROUND THE SPACE IS EXPRESSLY PROHIBITED. LIVING OR WORKING BY RENTER IN OR AROUND THE SPACE, INCLUDING BUT NOT LIMITED TO, PERFORMING MAINTENANCE OR WORK ON ANY STORED ITEMS (I.E., VEHICLES) IS EXPRESSLY PROHIBITED. RENTERS MAY NOT MAIL ITEMS TO THE SPACE, OR USE THE SPACE AS RENTER’S MAILING ADDRESS.

**13.3 Renter’s Breach Of This Section.** Upon breach, or Host’s reasonable suspicion of breach, of this section 14 by Renter, the Renter agrees that the Host has the right to immediately terminate the Booking and demand that Renter remove the Warehoused Items from the Host’s premises. If Renter does not remove the Warehoused Items as provided herein, Host may take all legally permissible actions, in its reasonable discretion, which actions may include, without limitation, forfeiture and disposal of the Warehoused Items pursuant to applicable law and the provisions of these Terms. Host may also contact law enforcement or other authorities to report illegal activities of Renter. Additionally, in the event Host allows a boat or other watercraft to be warehoused in the Space without being properly warehoused on a trailer, SpaceAgent will have no obligation to assist Host with removing the boat or watercraft, and Host shall be solely responsible for such removal. If Host reasonably suspects the warehousing of items in breach of the above prohibitions, or other illegal activities, the Renter hereby gives permission for authorities to search the Warehoused Items without a warrant. Renter agrees to release, indemnify, and hold Host and SpaceAgent harmless from and against any and all liability arising from or relating to the removal or forfeiture of warehoused property pursuant to these Terms, or

the Renter's breach, including any allegations or investigations relating thereto. Renter shall forfeit all Space Fees and Service Fees paid up to the date of termination hereunder.

#### **14. Default**

**14.1 Default By Host.** In addition to the other rights and remedies detailed in these Terms and otherwise available at law or in equity, if SpaceAgent determines, in its sole discretion, that a Host has or is reasonably believed to have violated these Terms or Applicable Law, SpaceAgent (i) may recover, pull back, halt, or withhold payouts to such Host unless and until such time that it is determined by clear and convincing evidence that Host was not in violation of these Terms or Applicable Law, and (ii) has no obligation to assist Host in evicting Renter or removing Renter's Warehoused Items. In the event Host's violation results in SpaceAgent and/or Renter incurring expenses or fees, Host shall be responsible for paying all such expenses and fees.

**14.2 Default by Renter.** Renter will be in "Default" if:

- Renter has failed to pay any sum when due under the Listing, or
  - Renter has failed to notify SpaceAgent of a change in Renter's address, e-mail address, or phone number as required in these terms; or
  - Renter has provided false or incorrect information to Host or to SpaceAgent; or
  - Renter has failed to vacate the Space by (i) the end of its Booking period, (ii) the date on which Renter is to vacate as required by the Host, or (iii) the date on which Renter and Host have agreed Renter will vacate the Space; or
  - Renter has failed to comply, or upon reasonable suspicion has failed to comply, with any provision of these Terms, or any supplemental rules in the Listing or provided by Host; or
  - Renter has violated, or upon reasonable suspicion has violated, health, safety or criminal laws on the Host's property, regardless of whether arrest or conviction has occurred.
- Failure of SpaceAgent or Host to enforce any of these Terms shall not constitute waiver of such Term(s).

#### **15. SpaceAgent's Remedies**

**15.1 Remedies.** If Renter is in Default, SpaceAgent may, in addition to any other remedies it may have as provided in these Terms, at law, or in equity, exercise one or more of the following remedies:

1. Deny Renter access to the Space or Renter's property until such Default is cured;
2. Terminate Renter's Booking by giving Renter three (3) days' notice to vacate. If Renter fails to vacate and SpaceAgent files an eviction lawsuit, Renter will pay SpaceAgent's attorneys' fees and court costs plus a reasonable judicial eviction charge for SpaceAgent's time, inconvenience and overhead for filing the eviction suit in the amount of \$100;
3. Enforce any lien, whether such lien is statutory or contractual, including the Lien described herein, held by Host or SpaceAgent, by seizure and disposal (including but not limited to a sale) of all Warehoused Items and any other personal property in the Space,

pursuant to these Terms, or applicable laws, rules and regulations, or by nonjudicial foreclosure under the Host's local and state codes, as long as applicable fees have not been paid for a period of 60 consecutive days or upon failure to comply with notice from Host and/or SpaceAgent to vacate the Space after 60 days from the Host providing notice to vacate or any other period prescribed by applicable law. SpaceAgent may accept partial payments but only payments in full, including applicable fees and costs, will stop enforcement of Host's or SpaceAgent's lien, including the Lien. If the Warehoused Items include one or more vehicles, Renter hereby agrees that SpaceAgent may, pursuant to these Terms and applicable laws, rules, and regulations, (i) sell such vehicle, or (ii) tow such vehicles or have such vehicles towed by a third party chosen in SpaceAgent's sole discretion off of Host's property. Sale of the Warehoused Items in the Space may be accomplished using an online warehousing auction. Renter waives any claims, statutory or otherwise, arising out of any allegation that the removal and/or disposal of the Warehoused Items as provided herein was contrary to any law, rule, or regulation related to disposition of the Warehoused Items.

4. In cases of emergency or exigent circumstances, including but not limited to, cases of health and safety and blockage of access ways, SpaceAgent may immediately remove and dispose (including through a sale) of the Warehoused Items.
5. Charge or recover from Renter all fees and expenses incurred by Host and/or SpaceAgent as a result of Renter's Default, and Renter agrees to pay such fees and expenses.

**15.2 Assignment Of Remedies.** SpaceAgent may assign its remedies, including the remedies set forth herein and any other remedies available to SpaceAgent, to Host or any other third-party.

**15.3 Removal Of Lock/Security Device.** In addition to, and in connection with, the remedies set forth above, SpaceAgent may remove or cause to be removed any lock or security device used by Renter to secure its Warehoused Items.

**15.4 Host Cooperation.** In the event of a Default by a Renter, the Host may reasonably restrict Renter's access to the Space. Host must cooperate with SpaceAgent and third party service providers retained by SpaceAgent in any eviction, sale, auction, or other proceeding against a Renter, including removing Warehoused Items from the Space, and must provide requested information (e.g., photos of the items) to SpaceAgent in a timely manner upon request. The Host must also provide access to the Space as requested by SpaceAgent, including for the new owner of any contents that have been auctioned to a third party and third party service providers (such as property removal and towing agencies). If the Host fails to comply with these requirements in a timely and responsive manner, Host shall be responsible for any eviction and removal of property, and SpaceAgent's obligation with respect to the Payout Guarantee shall be void.

## **16. Reviews**

Users may have an opportunity to review another user. Your review must be accurate and may not contain any discriminatory, offensive, defamatory, or other language that violates our Review Policy at: [https://help.myspaceagent.com/en\\_us/SpaceAgent-review-policy-rJbaJho7s](https://help.myspaceagent.com/en_us/SpaceAgent-review-policy-rJbaJho7s). Reviews are not verified by SpaceAgent for accuracy and may be incorrect or misleading.

## 17. No Endorsement

SpaceAgent does not endorse any Members or any Space. You are responsible for determining the suitability of others whom you contact or contact you via the Site and Services. SpaceAgent will not be responsible for any damage or harm resulting from your interactions with other Members. By using the Site or Services, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Members or other third parties will be limited to a claim against the particular Members or other third parties who caused you harm and you agree not to attempt to impose liability on, or seek any legal remedy from SpaceAgent with respect to such actions or omissions. Accordingly, we encourage you to communicate directly with other Members on the Site and/or Services regarding any Bookings or Listings made by you.

## 18. Late Fees & Collections

**If Renter fails to make any applicable payment hereunder within ten (10) days of the due date, or such payment is denied, returned, refunded, charged-back or invalidated, Renter shall be charged a late fee for each such failed payment in the amount indicated in the following table:**

Arizona	\$10 or 20% of the full monthly rental fee, whichever is greater
California	\$10 where the full monthly rental fee is \$60 or less; \$15 where the full monthly rental fee is greater than \$60 but less than \$100; \$20 or 15% of the full monthly rental fee, whichever is greater, where the full monthly rental fee is \$100 or more
New Jersey	\$20 or 18% of the full monthly rental fee, whichever is greater
North Carolina	\$15 or 15% of the full monthly rental fee, whichever is greater
Other States & Locations	\$20 or 20% of the full monthly rental fee, whichever is greater

In addition to the late fee, interest will accrue on all such failed and late amounts at a rate of 18% per annum until paid in full (1.5% per month). In the event Renter has an unpaid balance to SpaceAgent and fails to make satisfactory payment arrangements, Renter agrees that its account may be placed with an external collection agency. Renter shall be responsible for reimbursement of any fees charged by the collection agency, costs and expenses incurred collecting Renter's

account, costs of removal or disposal of Renter property or Warehoused Items, costs of cleaning to restore the Space to its original condition, costs to repair damages made to the Space, late fees, court costs, and reasonable attorney fees incurred in the collection of any unpaid balance. The terms of this paragraph shall apply to all amount(s) incurred by SpaceAgent.

## **19. User Liability**

**19.1 Compliance.** YOU UNDERSTAND AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH ANY AND ALL LAWS, RULES, REGULATIONS, AND TAX OBLIGATIONS THAT MAY APPLY TO YOUR USE OF THE SITE, SERVICES, AND CONTENT.

**19.2 Impermissible Conduct.** In connection with your use of our Site and Services, you may not and you agree that you will not:

- violate any local, state, provincial, national, or other law or regulation, or any order of a court, including, without limitation, zoning restrictions and tax regulations;
- use manual or automated software, devices, scripts robots, other means or processes to access, “scrape”, “crawl” or “spider” any web pages or other services contained in the Site, Services or Content;
- use the Site or Services for any commercial or other purposes that are not expressly permitted by these Terms;
- copy, store or otherwise access any information contained on the Site, Services or Content for purposes not expressly permitted by these Terms;
- infringe the rights of any person or entity, including without limitation, its intellectual property, privacy, publicity or contractual rights;
- interfere with or damage our Site or Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
- use our Site or Services to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without its permission, personal contact information or credit, debit, calling card or account numbers;
- use our Site or Services in connection with the distribution of unsolicited commercial email (“spam”) or advertisements;
- “stalk” or harass any other user of our Site, or Services or collect or store any personally identifiable information about any other user other than for purposes of transacting as a SpaceAgent Renter or Host;
- offer, as a Host, any Space that you do not yourself own or have permission to rent (without limiting the foregoing, you will not list Space as a Host if you are serving in the capacity of a rental agent or listing agent for a third party);

- offer, as a Host, any Space that may not be rented or subleased pursuant to the terms and conditions of an agreement with a third party, including, but not limited to, a property rental agreement;
- register for more than one SpaceAgent Account or register for a SpaceAgent Account on behalf of an individual other than yourself;
- contact a Host for any purpose other than asking a question related to a Booking, such as Host's Space or Listings;
- contact a Renter for any purpose other than asking a question related to a Booking or such Renter's use of the Site and/or Services;
- when acting as a Renter or otherwise, recruit or otherwise solicit any Host or other Member to join third party services or websites that are competitive to SpaceAgent, without SpaceAgent's prior written approval;
- impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
- use automated scripts to collect information or otherwise interact with the Site or Services;
- use the Site and Services to find a Host or Renter and then complete a Booking of a transaction independent of the Site or Services in order to circumvent the obligation to pay any Service Fees and Processing Fees related to SpaceAgent's provision of the Services;
- as a Host, submit any Listing with a false or misleading price information, or submit any Listing with a price that you do not intend to honor;
- post, upload, publish, submit or transmit any Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; or (vii) promotes illegal or harmful activities or substances;
- systematically retrieve data or other content from our Site or Services to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;
- use, display, mirror or frame the Site, or any individual element within the Site or Services, SpaceAgent's name, logo or other proprietary information, or the layout and design of any page or form contained on a page, without SpaceAgent's express written consent;

- access, tamper with, or use non-public areas of the Site SpaceAgent’s computer systems, or the technical delivery systems of SpaceAgent’s providers;
- attempt to probe, scan, or test the vulnerability of any SpaceAgent system or network or breach any security or authentication measures;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by SpaceAgent or any of SpaceAgent’s providers or any other third party (including another user) to protect the Site, Services or Collective Content;
- forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site, App, Services or Collective Content to send altered, deceptive or false source-identifying information;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site, Services or Collective Content; or advocate, encourage, or assist any third party in doing any of the foregoing.

## **20. Reporting Misconduct**

If you rent Space to anyone who you feel is acting or has acted inappropriately, including but not limited to, anyone who: (a) engages in offensive, violent or sexually inappropriate behavior, (b) you suspect of stealing from you, or (c) engages in any other disturbing conduct, you should immediately report such person to the appropriate authorities, including law enforcement, and to SpaceAgent by contacting [info@myspaceagent.com](mailto:info@myspaceagent.com); provided that your report will not obligate SpaceAgent to take any action beyond that required by law (if any) or cause SpaceAgent to incur any liability to you.

## **21. Termination and Account Cancellation**

We may, in our discretion and without liability to you, with or without cause, with or without prior notice and at any time: (a) terminate these Terms or your access to our Site and Services, and (b) deactivate or cancel your SpaceAgent Account. Upon termination we will promptly pay you any amounts we reasonably determine SpaceAgent owes you in its discretion, which SpaceAgent is legally obligated to pay you. In the event SpaceAgent terminates these Terms, or your access to SpaceAgent’s Site and Services, or deactivates or cancels your SpaceAgent Account, you will remain liable for all amounts due hereunder. You may cancel your SpaceAgent Account at any time by sending an email to [info@myspaceagent.com](mailto:info@myspaceagent.com). Please note that if your SpaceAgent Account is canceled, SpaceAgent does not have an obligation to delete or return to you any Content you have posted to the Site and Services, including, but not limited to, any reviews or Feedback you have provided to SpaceAgent.

## **22. Disclaimers**

**22.1 General.** IF YOU CHOOSE TO USE THE SITE AND SERVICES, YOU DO SO AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT SPACEAGENT DOES NOT HAVE AN OBLIGATION TO CONDUCT BACKGROUND CHECKS ON ANY MEMBER BUT MAY CONDUCT SUCH BACKGROUND CHECKS IN ITS SOLE DISCRETION. THE SITE AND SERVICES AND ALL CONTENT ARE PROVIDED “AS IS”,



WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, SPACEAGENT EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. SPACEAGENT MAKES NO WARRANTY THAT THE SITE, SERVICES, COLLECTIVE CONTENT, INCLUDING, BUT NOT LIMITED TO, THE LISTINGS OR ANY SPACE WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, VIRUS-FREE, OR ERROR-FREE BASIS. SPACEAGENT MAKES NO WARRANTY REGARDING THE QUALITY OF ANY LISTINGS, SPACE, THE SERVICES OR COLLECTIVE CONTENT OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY COLLECTIVE CONTENT OBTAINED THROUGH THE SITE, OR SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM SPACEAGENT OR THROUGH THE SITE, SERVICES OR COLLECTIVE CONTENT, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

**22.2 User Interactions.** YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE OR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY HOSTS OR RENTERS. YOU UNDERSTAND THAT SPACEAGENT DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SITE OR SERVICES OR TO REVIEW OR VISIT ANY SPACE. SPACEAGENT MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SITE OR SERVICES OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF THE SITE OR SERVICES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE OR SERVICES, INCLUDING, BUT NOT LIMITED TO, RENTERS AND HOSTS, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON REGARDLESS OF WHETHER SUCH MEETINGS ARE ORGANIZED BY SPACEAGENT. SPACEAGENT EXPLICITLY DISCLAIMS ALL LIABILITY, OF ANY KIND OR NATURE, AND YOU AGREE SPACEAGENT SHALL NOT BE LIABLE FOR ANY ACT OR OMISSION OF ANY RENTER OR OTHER THIRD PARTY.

### **23. Limitations of Liability**

**23.1 General.** YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SITE, SERVICES AND COLLECTIVE CONTENT, YOUR LISTING OR BOOKING OF ANY SPACE VIA THE SITE AND SERVICES, AND ANY CONTACT YOU

HAVE WITH OTHER USERS OF SPACEAGENT WHETHER IN PERSON OR ONLINE REMAINS WITH YOU. NEITHER SPACEAGENT NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE, SERVICES OR COLLECTIVE CONTENT WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, FROM THE USE OF OR INABILITY TO USE THE SITE, SERVICES OR COLLECTIVE CONTENT, FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SITE, OR SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, SERVICES OR FROM YOUR LISTING OR BOOKING OF ANY SPACE VIA THE SITE AND SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SPACEAGENT HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

**23.2 Maximum Damages.** EXCEPT FOR OUR OBLIGATIONS TO PAY AMOUNTS TO APPLICABLE HOSTS PURSUANT TO THESE TERMS OR AN APPROVED PAYMENT REQUEST UNDER THE SPACEAGENT HOST GUARANTEE, IN NO EVENT WILL SPACEAGENT'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND YOUR USE OF THE SITE OR SERVICES INCLUDING, BUT NOT LIMITED TO, FROM YOUR LISTING OR BOOKING OF ANY SPACE VIA THE SITE AND SERVICES, OR FROM THE USE OF OR INABILITY TO USE THE SITE, SERVICES, OR COLLECTIVE CONTENT AND IN CONNECTION WITH ANY SPACE OR INTERACTIONS WITH ANY OTHER MEMBERS, EXCEED THE AMOUNTS YOU HAVE PAID OR OWE FOR BOOKINGS VIA THE SITE AND SERVICES AS A RENTER IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR IF YOU ARE A HOST, THE AMOUNTS PAID BY SPACEAGENT TO YOU IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR ONE HUNDRED DOLLARS (\$100), IF NO SUCH PAYMENTS HAVE BEEN MADE, AS APPLICABLE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SPACEAGENT AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

## **24. Indemnification**

You agree to release, defend, indemnify, and hold SpaceAgent and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with:

1. your access to or use of the Site, Services, or Collective Content or your violation or breach of these Terms;
2. your Member Content;
3. any injury occurring to any person or property as a result of the use, occupancy, travel to or from, or the entry or exit from, any Space by you;
4. your (i) interaction with any Member, (ii) Booking of a Space, (iii) creation of a Listing or (iv) the use, condition or rental of a Space by you, including, but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of a Booking or use of a Space;
5. any dispute between you and another user of the Site or Services; and
6. any infringement or misappropriation of a third party's rights.

## **25. Member Content**

**25.1 Content License.** We may, in our sole discretion, permit Members to post, upload, publish, submit or transmit Member Content. By making available any Member Content on or through the Site and Services, you hereby grant to SpaceAgent a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such Member Content on, through, or by means of the Site and Services.

**25.2 Representation And Warranty.** You acknowledge and agree that you are solely responsible for all Member Content that you make available through the Site and/or Services. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Member Content that you make available through the Site and Services or you have all rights, licenses, consents and releases that are necessary to grant to SpaceAgent the rights in such Member Content, as contemplated under these Terms; and (ii) neither the Member Content nor your posting, uploading, publication, submission or transmittal of the Member Content or SpaceAgent's use of the Member Content (or any portion thereof) on, through or by means of the Site and the Services will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

## **26. Links**

**26.1 Third Party Resources.** The Site and Services may contain links to third-party websites or resources. You acknowledge and agree that SpaceAgent is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply

any endorsement by SpaceAgent of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the Content, products or services on or available from such websites or resources.

**26.2 Third Party Terms Of Use.** Some portions of the SpaceAgent Site, Services, and/or platform implement Google Maps/Earth mapping services, including Google Maps API(s). Your use of Google Maps/Earth is subject to Google's terms of use, located at:

[https://www.google.com/intl/en\\_us/help/terms\\_maps/](https://www.google.com/intl/en_us/help/terms_maps/).

## **27. Arbitration**

**27.1 Mandatory Arbitration.** You and SpaceAgent agree and acknowledge that all claims and disputes arising under or relating to these Terms and Conditions, or the breach, termination, enforcement, or interpretation or validity thereof are to be settled by binding arbitration in Salt Lake City, Utah or another location mutually agreeable to the parties, and not in a court of law. Such arbitration will occur only after the relevant parties have taken good faith efforts to resolve the dispute and such dispute has failed to be resolved. The arbitration shall be administered by the American Arbitration Association ("AAA") and shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the AAA.

**27.2 Class And Representative Proceeding Waiver.** YOU AND SpaceAgent WAIVE THE RIGHT TO TRIAL BY JURY IN ALL ARBITRABLE DISPUTES. You and SpaceAgent also acknowledge and agree that, to the fullest extent permitted by the law, we are each waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, representative proceeding, private attorney general action, or any other representative or consolidated proceeding. Further, any arbitration will be conducted on an individual basis and not in a class, collective, consolidated, or representative proceeding.

**27.3 Arbitration Proceedings.** Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in the "Sharing Economy," and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction. The parties shall endeavor to settle any such dispute via good faith negotiation prior to initiating any arbitration proceeding.

**27.4 Arbitration Exceptions.** Exceptions to this arbitration provision include (i) any claim related to actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights; or (ii) any claim seeking emergency injunctive relief based on exigent circumstances. Any claim in exception to the above agreement to arbitration shall be brought into judicial proceeding in a court of competent jurisdiction in Salt Lake County, Utah.

**27.5 Severability.** If any portion of this arbitration provision is found to be unenforceable or unlawful, those unenforceable or unlawful portions shall be severed from these terms. The severance of unenforceable or unlawful portions of this arbitration provision shall not have any impact on the remainder of the arbitration provision, which shall be given full force and effect.

**27.6 Venue and Personal Jurisdiction.** To the extent any disputed matter arising out of or relating to these Terms is deemed to not be subject to these arbitration provisions, such portion of any disputed matter shall be brought exclusively in the federal and state courts located in Salt Lake County, Utah, and the parties do hereby consent to the exclusive venue and personal jurisdiction of those courts.

## **28. Modification**

SpaceAgent reserves the right, in its sole discretion, to modify the Site or Services or to modify these Terms, including the fees due hereunder at any time and without prior notice. If we modify these Terms, we will post the modification on the Site or update you via the Services, or provide you with notice of the modification. We will also update the “Last Updated Date” at the top of these Terms. By continuing to access or use the Site or Services after we have posted a modification on the Site, you are indicating that you agree to be bound (or continue to be bound) by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site and Services.

## **29. Feedback**

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Site and Services (“Feedback”). You may submit Feedback by emailing SpaceAgent at [info@myspaceagent.com](mailto:info@myspaceagent.com) or through the “Contact” section of the Site. You acknowledge and agree that all Feedback will be the sole and exclusive property of SpaceAgent and you hereby irrevocably assign to SpaceAgent and agree to irrevocably assign to SpaceAgent all of your right, title, and interest in and to all Feedback, including without limitation all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein. At SpaceAgent’s request and expense, you will execute documents and take such further acts as SpaceAgent may reasonably request to assist SpaceAgent to acquire, perfect, and maintain its intellectual property rights and other legal protections for the Feedback.

## **30. Copyright Dispute Policy**

SpaceAgent respects copyright law and expects its users to do the same. It is SpaceAgent’s policy to terminate in appropriate circumstances the SpaceAgent Accounts of Members or other account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of third-party copyright holders. If you are a copyright owner, or are authorized to act on behalf of one, please report alleged copyright infringement by submitting the following information to [info@myspaceagent.com](mailto:info@myspaceagent.com) along with an electronic or physical signature. Identify the copyrighted work that you claim has been infringed, or - if multiple copyrighted works are covered by this Notice - provide a comprehensive list of the copyrighted works that you claim have been infringed. Identify the material that you claim is infringing and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit SpaceAgent to locate the

material, including at a minimum, the URL of the link shown where such material may be found. Provide your full name, mailing address, telephone number, and, if available, email address. Include both of the following statements in the body of the Notice:

- “I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use).”
- “I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed.”

### **31. Miscellaneous**

These Terms are the final and complete integration of the parties’ agreement as it relates to the topics addressed in these Terms. All provisions of these Terms that, by their nature, should survive termination shall survive termination, including, without limitation, limitations of liability, and indemnity. **If these Terms become subject to any litigation or arbitration, the prevailing party in any such litigation or arbitration will be entitled to recover its reasonable attorneys’ fees and court or arbitration costs from the non-prevailing party.** SpaceAgent will not be deemed to have waived any portion of these Terms because of its delay or other failure to assert its rights under these Terms, unless the waiver is in writing and signed by SpaceAgent.

For the avoidance of doubt, your participation in any referral program, contest, or similar program or offering of SpaceAgent will additionally be governed by the terms and policies of such program, contest or offering.