

# Terms and Conditions

Valid Until: September, 24th 2015

Last Updated: August 9, 2014

THE SITE AND SERVICES ARE 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 THE AGE OF 18 IS EXPRESSLY PROHIBITED. BY ACCESSING OR USING THE SITE OR SERVICES YOU REPRESENT AND WARRANT THAT YOU ARE 18 YEARS OF AGE OR OLDER.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS. SERVICES IN TERMS HEREOF ARE SUBJECT TO THE LIMITATIONS AND EXCLUSIONS STATED HEREIN.

BY ACCESSING OR USING THE SITE OR SERVICES OR BY DOWNLOADING OR POSTING ANY CONTENT FROM OR ON THE SITE, VIA THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND THAT YOU AGREE TO BE BOUND BY THESE TERMS, WHETHER OR NOT YOU HAVE REGISTERED WITH THE SITE.

Last Updated:

## Impressum

Fypsos AB

Nygränd 10

111 30, Stockholm

Sweden

Company registration Nr.: 556971-0816

VAT-Nr.: SE556971081601

Managing Director: Julian Jost

Phone: +4930 - 220125 50

Mail: [terms@spacebase.com](mailto:terms@spacebase.com) (<mailto:terms@spacebase.com>).

## Terms of service

[www.spacebase.com](http://www.spacebase.com) is a registered web domain of Fypsos AB, a company with limited liability, duly registered in terms of the law of Sweden. Any use of [www.spacebase.com](http://www.spacebase.com) (/en/), Services and/or payments made or received in respect thereof, shall constitute dealings with Fypsos AB only. Fypsos AB shall hereinafter be referred to as "Spacebase", "we", "us", or "our".

Spacebase provides an online platform that connects Owners who have Space(s) to rent with Renters seeking to rent such Space(s) (collectively, the "Services"), which Services are accessible at [www.spacebase.com](http://www.spacebase.com) (/en/), and any other websites through which Spacebase makes the Services available (collectively, the "Site"). Owners are able to create Listings for their Space on the Site, which Renters are able to view and request a booking of said Spaces directly from Owners. By using the Site, 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 registered Member. Spacebase reserves all rights in respect of access to and use of the Site, Services and all Collective Content. Please also read our Privacy Policy carefully [here](http://www.spacebase.com/en/policies/privacy/) (/en/policies/privacy/). Failure to use the Site in accordance with these Terms may subject you to civil and/or criminal proceedings and/or penalties.

## Key terms

- "Booking Request Period" means the time period starting from the time when a booking is requested by a Renter (as determined by Spacebase in its sole discretion), within which an Owner may decide whether to confirm or reject that booking request, as stated on the Site or Services. Different Booking Request Periods may apply in different Listings.
- "Collective Content" means Member Content and Spacebase Content.

- “Content” means text, graphics, images, music, software, audio, video, information or other materials.
- “Listing” means a Space that is listed by an Owner as available for rental via the Site and Services.
- “Member” means a person who completes Spacebase’s account registration process, including but not limited to Owner and Renters, as described under “Account Registration” below.
- “Member Content” means all Content that a Member posts, uploads, publishes, submits or transmits to be made available through the Site or Services.
- “Owner” means the owner, sub-lessor or duly authorized representative of a legal entity who offers for rent a room, office, house, apartment, suite, hall, center, building or other property and/or its facilities and immediate surroundings for purposes of lodging, events, conferences or meetings by means of a Listing created via the Site and Services.
- “Renter” means a Member who by means of the Site or Services:
  - requests a booking of a Space from an Owner; OR
  - has booked a Space from an Owner; OR
  - stays or has stayed at a Space rented from an Owner.
- “Space” means any room, office, house, apartment, suite, hall, center, building or other property and/or its facilities and immediate surroundings offered for rent by an Owner via the Site and Services.
- “Spacebase Content” means all Content that Spacebase makes available through the Site or Services, including any Content licensed from a third party, but excluding Member Content.
- “Tax” or “Taxes” mean any sales taxes, value added taxes (VAT), goods and services taxes (GST), transient occupancy taxes, tourist or other visitor taxes, accommodation or lodging taxes, withholding tax, personal or corporate income taxes and fees (such as convention center fees) that Owners may be required by law to collect and remit to governmental agencies or other similar municipal, state, federal and national bodies.

## **Representatives**

A person registering on behalf of a company or other legal entity, expressly accepts and agrees to these Terms on behalf of said company or other legal entity, and in doing so warrants to have the necessary 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.

## **Modification**

Spacebase reserves the right, at its sole discretion, to modify the Site or Services or to modify these Terms, including the Service Fees, at any time and without prior notice, the latest version of which shall be made available on the Site. By continuing to access or use the Site or Services you agree to be bound by the latest modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site and Services.

## **How the Site and Services Work**

The Site and Services can be used to facilitate the listing and booking of Spaces, including but not limited to rooms, offices, houses, apartments, suites, halls, centers, buildings or other properties and/or its immediate surroundings for residential, commercial or other purposes. Such Spaces are included in Listings on the Site and Services by Owners. You may view Listings as an unregistered visitor to the Site and Services; however, if you wish to book a Space or create a Listing, you must first register to create a Spacebase Account (defined below).

## **Account Registration and Access**

In order to access certain features of the Site and to book a Space or create a Listing, you must register to create an account (“Spacebase Account”) and become a Member. You may register to join the Services directly via the Site or as described in this section.

Your personal profile will be created based upon the information you provide. You may not have more than one (1) active Spacebase Account. You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. Access to your profile is password protected and you are responsible for safeguarding your password. Spacebase shall not be liable for any claims, liabilities, damages, losses, and expenses, including, without limitation, legal and accounting fees on whatsoever scale, arising out of or in any way connected with any activities or actions under your Spacebase Account, whether or not you have authorized such activities or actions. You will immediately notify Spacebase of any unauthorized use of your Spacebase Account.

## Space Listings

As a Member, you may create Listings. To create a Listing, you will be asked a variety of questions about the Space to be listed, including, but not limited to, the location, capacity, size, features, and availability of the Spacebase and pricing and related rules and financial terms. In order to be featured in Listings via the Site and Services, all Spaces must have valid physical addresses. 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. You understand and agree that once a Renter requests a booking of your Space, you may not request the Renter to pay a higher Hire Fee than in the booking request.

You acknowledge and agree that you are responsible for management, maintenance and updating of any and all Listings you post. Accordingly, you represent and warrant that any Listing you post and the booking of, or a 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, and (ii) 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 having all required permits, licenses and registrations), and (b) not conflict with the rights of third parties. Spacebase assumes no responsibility for an Owner's compliance with any agreements with or duties to third parties, applicable laws, rules and regulations. Spacebase reserves the right, at any time and without prior notice, to remove or disable access to any Listing for any reason, including Listings that Spacebase, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms or Spacebase's then-current Policies and Community Guidelines (at </en/policies/>), or otherwise harmful to the Site or Services, but shall not be liable for any consequences due to its failure to remove such access

Spacebase reserves the right, at any time and without prior notice, to edit any content of any Listing solely for optimisation of online marketing.

If you are an Owner, you understand and agree that Spacebase does not act as an insurer or as your contracting agent and any booking requested or made using the Site or Services must not and cannot be construed as the creation of a contract between the Owner and Renter, save that the Owner is bound by the Hire Fee displayed in the Listing. Regulating the renting of and use of your Space in terms of an agreement, remains the responsibility of the Owner and Spacebase shall not be party to thereto. Notwithstanding the foregoing, Spacebase serves as the limited authorized payment collection agent of the Owner for the purpose of accepting, on behalf of the Owner, payments from Renters of such amounts stipulated by the Owner (including fees and/or Taxes).

When you create a Listing, you may also choose to include certain requirements 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 or verified phone number, in order to book your Space. Any Member wishing to book Spaces included in Listings with such requirements must meet these requirements.

If you are an Owner, Spacebase makes certain tools available to you to help you to make informed decisions about which Members you choose to confirm for booking for your Space. You acknowledge and agree that, as an Owner, 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).

Spacebase may offer Owners the option of having photographers take photographs of their Spaces. If you as an Owner choose to have a photographer do this, the photographs taken will be made available to you to include in your Listing with a watermark or tag bearing the words "Spacebase Verified Photo" or similar wording ("Verified Images"). All images, materials and content created by these photographers provided by Spacebase, including Verified Images, constitute Spacebase Content, regardless of whether you include them in your Listing.

## No Endorsement or Representations

Spacebase does not endorse, nor does it make any representations in respect of a Member or any Space. You understand that Verified Images are intended only to indicate a photographic representation of the Space at the time the photograph was taken. Although Spacebase may undertake additional checks and processes designed to help verify or check the identities or backgrounds of users, we do not make any representations, endorsements or guarantees about, confirm, or endorse any Member or the Member's purported identity or background, a Member's trustworthiness or suitability. It remains your sole responsibility to exercise due diligence and care when deciding whether to stay with an Owner or to accept a booking request from a Renter as the case may be.

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. You agree not to attempt to impose liability on or seek any legal remedy from Spacebase with respect to such actions or omissions. Accordingly, we encourage you to communicate directly with other Members on the Site and Services regarding any bookings or Listings made by you. This limitation shall not apply to any claim by an

Owner against Spacebase regarding the remittance of payments received from a Renter by Spacebase on behalf of an Owner, which instead shall be subject to the limitations described in the section below entitled “Limitation of Liability”.

### **Bookings and Financial Terms - Key definitions**

- “Hire Fees” means the amounts that are due and payable by a Renter in exchange for that Renter’s hire of a Space, as determined in the sole discretion of the Owner, and may include (i) a cleaning fee or any other fee permitted on the Spacebase platform, or (ii) Taxes that the Owner determines that he or she has to collect.
- “Service Fee” means the fee that Spacebase charges an Owner for the use of its online platform, which is calculated as a percentage of the applicable Hire Fees. The Service Fees will be displayed to the Owner when the Owner is asked whether to confirm or reject a booking request from a prospective Renter.
- “Total Fees” means collectively the Hire Fees, potential deposits (as defined below) and the Service Fees.

### **Bookings and Financial Terms for Owners**

If you are an Owner and a booking is requested for your Space, you will be required to either confirm or reject the booking request within the Booking Request Period, otherwise the booking request will be automatically cancelled. When a booking is requested, we will share with you (i) the first and last name of the Renter who has requested the booking and (ii) a link to the Renter’s Spacebase Account profile page. If you are unable to confirm or decide to reject a booking request within the Booking Request Period, any amounts collected by Spacebase 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, Spacebase will send you an email or text message confirming such booking, depending on the selections you make.

Spacebase will collect the Total Fees at the time of booking confirmation (i.e. when the Owner confirms the booking request) and will initiate payment of the Hire Fees (less Spacebase’s Service Fees) to the Owner within 24 hours of when the Renter arrives at the applicable Space. The time it takes for the Owner to receive payouts may depend upon the method for receiving payouts chosen by the Owner. Should additional charges be levied by third-party payment processors, such charges shall be borne by the Owner.

If you owe or agree to pay any amount to Spacebase (whether as a result of your bookings or actions as a Renter or otherwise), then Spacebase may (but is not obliged to) withhold the amount owing to Spacebase from any payout amounts due to you as an Owner, and use the withheld amount to set-off the amount owed by you to Spacebase. If Spacebase does so, then your obligation to pay Spacebase will be extinguished to the extent of the amount withheld by Spacebase, and Spacebase will cease to owe to you any obligations (including, but not limited to, any obligation to pay you) with respect to the amount withheld.

### **Appointment of Spacebase as Limited Payment Collection Agent for Owners**

Each Owner hereby appoints Spacebase as the Owner’s limited payment collection agent solely for the purpose of accepting the Hire Fees from Renters.

Each Owner agrees that payment made by a Renter to Spacebase, shall be considered the same as a payment made directly to the Owner, and the Owner will make the Space available to the Renter in the agreed-upon manner as if the Owner has received the Hire Fees at the time of payment to Spacebase. Each Owner agrees that Spacebase may, in accordance with the cancellation policy selected by the Owner and reflected in the relevant Listing, (i) permit the Renter to cancel the booking and (ii) refund (via Spacebase) to the Renter that portion of the Hire Fees specified in the applicable cancellation policy. Spacebase’s obligation to pay the Owner is subject to and conditional upon successful receipt of the associated payments from Renter. In accepting appointment as the Owner’s limited payment collection agent, Spacebase assumes no liability for any acts or omissions of the Owner.

Please note that Spacebase does not currently charge fees for the creation of Listings. However, you as an Owner acknowledge and agree that Spacebase reserves the right, in its sole discretion, to charge you for and collect fees from you for the creation of Listings. Please note that Spacebase will provide notice of any Listing fee collection via the Site and Services, prior to implementing such a Listing fee feature.

### **Bookings and Financial Terms for Renters**

Owners are solely responsible for honoring any confirmed bookings and making available any Space reserved through the Site and Services. Renters who choose to enter into a transaction with an Owner for the booking of a Space agree and understand that they may be required to enter into an agreement with the Owner. Renters will be solely responsible for performing the obligations in terms of any such agreements, that Spacebase is not a party to

such agreements, and that, with the exception of its payment obligations hereunder, Spacebase disclaims all liability arising from or related to any such agreements. Upon your payment of the Total Fees to Spacebase, your payment obligation to the Owner for the Hire Fees is extinguished, and Spacebase is responsible for remitting the Hire Fees (less the Service Fees) to the Owner, failure of which, the Owner will have recourse only against Spacebase and not the Renter.

The Total Fees payable will be displayed to a Renter before the Renter sends a booking request to an Owner. As noted above, the Owner is required to either confirm or reject the booking request within the Booking Request Period, otherwise the requested booking will be automatically cancelled. If a requested booking is cancelled (i.e. not confirmed by the applicable Owner), any amounts collected by Spacebase will be refunded to such Renter, depending on the selections the Renter makes via the Site and any pre-authorization of such Renter's credit card will be released, if applicable.

You as a Renter are liable to pay Spacebase using of the methods described on the Site for the Total Fees for any booking requested in connection with your Spacebase Account if such requested bookings are confirmed by the applicable Owner. In connection with your requested booking, you will be asked to provide customary billing information such as name, billing address and credit card information either to Spacebase or its third-party payment processor(s). In order to establish a booking pending the applicable Owner's confirmation of your requested booking, you understand and agree that Spacebase, on behalf of the Owner, reserves the right, in its sole discretion, to (i) obtain a pre-authorization via your credit card for the Total Fees or (ii) charge your credit card a nominal amount, not to exceed one dollar (\$1), or a similar sum in the currency in which you are transacting (e.g. one euro or one British pound), to verify your credit card. Once Spacebase receives confirmation of your booking from the applicable Owner, Spacebase will charge your credit card for the Total Fees displayed in the applicable Listing. Renters duly authorize Spacebase or the third party online payment processor, as the case may be, to charge your credit card for said fees and collect said fees without requiring additional or prior approval from you subsequent to your booking request.

Please note that Spacebase cannot control any fees that may be charged to a Renter by his or her bank related to Spacebase's collection of the Total Fees, and Spacebase disclaims all liability in this regard. If you are directed to Spacebase's third-party payment processor(s), 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 the services. Once your confirmed booking transaction is complete, you will receive a confirmation email summarizing your confirmed booking.

### **Security Deposits**

Owners may choose to include security deposits in their Listings ("Security Deposits"), in which event Spacebase will, in its capacity as the payment collection agent of the Owner, use its commercially reasonable efforts to obtain a pre-authorization of the Renter's credit card in the amount the Owner determines for the Security Deposit within a reasonable time prior to the Renter's check-in at the applicable Owner's Space. Spacebase will also use its commercially reasonable efforts to address Owner's requests and claims related to Security Deposits, but Spacebase is not responsible for administering or accepting any claims by Owners related to Security Deposits, and disclaims any and all liability in this regard.

### **Service Fees**

In consideration for the use of Spacebase's online marketplace and platform, Spacebase is entitled to and deducts the Service Fees from the Hire Fees before remitting the balance to the Owner as described in these Terms.

Balances will be remitted by Spacebase to Owners via direct deposit or other payment methods described on the Site, in the Owners currency of choice, depending upon the selections the Owner makes via the Site and Services. Amounts may be rounded up or down as described in the "Rounding Off" section below.

Please note that Spacebase, may impose or deduct foreign currency processing costs on or from any payments or payouts by Spacebase in currencies other than U.S. Dollars. More information on any such costs or deductions will be available via the Site.

### **General Booking and Financial Terms - Cancellations by a Renter**

If, as a Renter, you cancel your requested booking before the requested booking is confirmed by an Owner, Spacebase will cancel any pre-authorization to your credit card and/or refund any nominal amounts charged to your credit card in connection with the requested booking within a commercially reasonable time. If, as a Renter, you wish to cancel a confirmed booking made via the Site and Services, either prior to or after arriving at the

Space, the cancellation policy of the Owner contained in the applicable Listing will apply to such cancellation. Our ability to refund the Hire Fees and other amounts charged to you will depend upon the terms of the applicable cancellation policy. Details regarding refunds and cancellation policies are available via the Site.

### **Cancellations by an Owner**

If an Owner cancels a confirmed booking made via the Site and Services, (i) Spacebase will refund the Total Fees for such booking to the applicable Renter within a commercially reasonable time of the cancellation and (ii) the Renter will receive an email or other communication from Spacebase containing alternative Listings and other related information. If the Renter requests a booking from one of the alternative Listings and the Owner associated with such alternative Listing confirms the Renter's requested booking, then the Renter agrees to pay Spacebase the Total Fees relating to the confirmed booking for the Space in the alternative Listing, in accordance with these Terms. If an Owner cancelled a confirmed booking and you, as a Renter, have not received an email or other communication from Spacebase, please contact Spacebase [here \(/en/contact/\)](#).

If, as an Owner, you cancel a confirmed booking, Spacebase may apply penalties or consequences to you or your Listing, including (i) publishing an automated review on your Listing indicating that a reservation was cancelled, (ii) keeping the calendar for your Listing unavailable or blocked for the dates of the cancelled booking, or (iii) imposing a cancellation fee (to be withheld from your future payouts). You will be notified of the situations in which a cancellation fee applies before you decide to cancel.

### **Rounding Off**

Spacebase may, in its sole discretion, round up or round down amounts that are payable from or to Renters or Owners to the nearest whole functional base unit in which the currency is denominated (e.g. to the nearest dollar, euro or other supported currency); for example, Spacebase will round up an amount of \$101.50 to \$102.00, and \$101.49 to \$101.00.

Some currencies are denominated in large numbers. In those cases, Spacebase may determine the functional base unit in which those currencies are denominated to be 10, 100 or 1,000 of the currency; the corresponding examples for such currencies would be for Spacebase to round up an amount of 1,045 up to 1,050 and 1,044 down to 1,040, or 35,450 up to 35,500 and 35,449 down to 35,400, or 837,500 up to 838,000 and 837,499 down to 837,000.

### **Payment Processing Errors**

We will take steps to rectify any payment processing errors that we become aware of. These steps may include crediting or debiting an appropriate amount by means of the same payment method used for the original payout to or payment by you, so that you end up receiving or paying the correct amount.

### **Foreign Currency**

Spacebase's online platform facilitates bookings between Renters and Owners who may prefer to pay and to receive payments in different currencies, which may require foreign currency conversions to accommodate these differing currency preferences. Although the Spacebase platform allows users to view the Hire Fee of Listings in a number of currencies, the currencies available for users to make and receive payments may be limited, and may not include the default currency in any given geographic location.

Each foreign currency conversion is processed at a foreign currency conversion rate. This rate generally refers to the amount of one currency that must be paid to buy a certain amount of another currency at a given time. For example, if it costs US\$125.00 to buy €100.00, the currency conversion rate of US dollars to Euros would be 1.25, and the currency conversion rate from Euros to US dollars would be 0.8. Currency conversion rates will vary from time to time.

### **Key definitions**

- "Display Currency" means the currency in which users view Listing Hire Fees on the Spacebase platform. Renters may choose and change the Display Currency in order to view the pricing for a Listing in a number of different supported currencies.
- "Booking Currency" means the currency in which a Renter's has to pay for his or her booking. At the time the Renter submits a booking request, the Spacebase platform will select the Booking Currency, based on the Renter's country of origin and the payment methods available for that country. Spacebase supports only a

certain number of currencies as Booking Currencies. The Booking Currency for a booking may be different from the relevant Listing Currency.

- “Listing Currency” means the currency in which a Listing’s Hire Fee is set. The Listing Currency is set by the Owner.
- “Payout Currency” means the currency in which an Owner’s payout will be paid to the Owner. The Payout Currency is set by the Owner. Spacebase supports only a certain number of currencies as Payout Currencies. The Payout Currency for a booking may be different from the relevant Listing Currency.
- “Base Exchange Rate” means a system-wide rate used by Spacebase for foreign currency conversion that is in effect at the time the foreign currency conversion is processed, and does not include any fee or mark-up by Spacebase. Spacebase establishes the Base Exchange Rate using data from one or more third parties.

### **Foreign currency conversions on the Spacebase platform**

Spacebase will process a foreign currency conversion in the following situations:

- The Display Currency is different from the Listing Currency when a user views a Listing: Spacebase will calculate the estimated Total Fees in the Display Currency, by applying the Base Exchange Rate at the time of the view to the estimated Total Fees in the Listing Currency.
- The Booking Currency is different from the Listing Currency when a Renter submits a booking request for a Listing: Spacebase will calculate the Total Fees in the Booking Currency, by applying the Base Exchange Rate at the time of the booking request to the Total Fees in the Listing Currency. The Renter will be able to view the actual exchange rate applied.
- The Payout Currency is different from the Listing Currency when Spacebase initiates a payout: generally, Spacebase will calculate the payout to the Owner, by applying the Base Exchange Rate on the date that Spacebase initiates the payout of the Hire Fees (less Spacebase’s Service Fees) in the Listing Currency. The Owner will be able to view the actual exchange rate applied in his or her transaction history in the Site. In some cases where the payout method selected by the Owner involves certain third-party payment processors (such as Western Union), (i) Spacebase will send the payout amount to the processor in a major currency (e.g. US dollars), by applying the relevant Base Exchange Rate for the Listing Currency to that major currency, (ii) the Owner will be able to view the payout amount sent by Spacebase in that major currency in his or her transaction history in the Site, and (iii) the processor will calculate the actual payout to the Owner by applying its own foreign currency conversion rate for that major currency to the Payout Currency.
- When a confirmed booking is modified or cancelled, and there had been a foreign currency conversion when the booking was submitted: the foreign currency conversion for any additional payments required of the Renter or any refund to the Renter will be processed at the same rate as applied to the earlier payment by the Renter.

When you as a Renter submit a booking request for a Listing, you will be able to view the actual exchange rate used to calculate the Total Fees in the Booking Currency. The actual exchange rate will also be stated in the billing receipt for your booking.

Spacebase updates the Base Exchange Rate on a regular basis, but not on a real-time basis. In particular, Spacebase does not always change the Base Exchange Rate immediately when its costs of foreign exchange change. Accordingly, the Base Exchange Rate may not be identical to the applicable market rate in effect at the specific time a foreign currency conversion is processed.

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### **User Conduct**

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 Collective Content. In connection with your use of the Site, Services and Collective Content, 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 or other means or processes to access, “scrape,” “crawl” or “spider” any web pages or other services contained in the Site, Services or Collective Content;
- use the Site, Services or Collective Content 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 Collective Content for purposes not expressly permitted by these Terms;
- infringe the rights of any person or entity, including without limitation, their 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 their permission, personal contact information or credit, debit, calling card or account numbers;
- use our Site, Services or Collective Content in connection with the distribution of unsolicited commercial email ("spam") or advertisements unrelated to lodging in a private residence;
- "stalk" or harass any other user of our Site, Services or Collective Content, or collect or store any personally identifiable information about any other user other than for purposes of transacting as Member;
- offer, as an Owner, any Space that you do not yourself own or have permission to rent as a residential or other property (without limiting the foregoing, you will not list Spaces as an Owner if you are serving in the capacity of a rental agent or listing agent for a third party);
- offer, as an Owner, 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 Spacebase Account or register for a Spacebase Account on behalf of an individual other than yourself;
- unless Spacebase explicitly permits otherwise, request or book a hire of any Space if you will not actually be using the Space yourself;
- contact an Owner for any purpose other than asking a question related to a booking, such Owner's Spaces 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 Services;
- recruit or otherwise solicit any Owner or other Member to join third-party services or websites that are competitive to Spacebase, without Spacebase'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 from or otherwise interact with the Site, Services or Collective Content;
- use the Site, Services or Collective Content to find an Owner or Renter and then complete a booking of a Space independent of the Site or Services, in order to circumvent the obligation to pay any Service Fees related to Spacebase's provision of the Services or for any other reasons;
- as an Owner, submit any Listing with false or misleading Hire Fee information, or submit any Listing with a Hire Fee 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, Services or Collective Content, or any individual element within the Site, Services or Collective Content, Spacebase's name, any Spacebase trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the Site or Services, without Spacebase's express written consent;
- access, tamper with, or use non-public areas of the Site or Services, Spacebase's computer systems, or the technical delivery systems of Spacebase's providers;
- attempt to probe, scan, or test the vulnerability of any Spacebase system or network or breach any security or authentication measures;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Spacebase or any of Spacebase'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, 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.

Spacebase has the right to investigate and prosecute violations of any of the above to the fullest extent of the law.

## **Privacy**

Spacebase may access, preserve and disclose any of your information if we are required to do so by law, or if we believe in good faith that it is reasonably necessary to (i) respond to claims asserted against Spacebase or to comply with legal process (for example, subpoenas or warrants), (ii) enforce or administer our agreements with users, such as these Terms, (iii) for fraud prevention, risk assessment, investigation, customer support, product development and de-bugging purposes, or (iv) protect the rights, property or safety of Spacebase, its users, or members of the public. You acknowledge that Spacebase has no obligation to monitor your access to or use of the Site, Services or Collective Content or to review or edit any Member Content, but has the right to do so for the purpose of operating and improving the Site and Services (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes), to ensure your compliance with these Terms, to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body, to respond to content that it determines is otherwise objectionable or as set forth in these Terms. Spacebase reserves the right, at any time and without prior notice, to remove or disable access to any Collective Content that Spacebase, at its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Site or Services.

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## **Feedback**

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### **Reporting Misconduct**

If you stay with or host anyone who you feel is acting or has acted inappropriately, including but not limited to anyone who (i) engages in offensive, violent or sexually inappropriate behavior, (ii) you suspect of stertiarizing from you, or (iii) engages in any other disturbing conduct, you should immediately report such person to the appropriate authorities and then to Spacebase by contacting us with your police station and report number at [terms@spacebase.com](mailto:terms@spacebase.com) (<mailto:terms@spacebase.com>); provided that your report will not obligate us to take any action beyond that required by law (if any) or cause us to incur any liability to you.

### **Entire Agreement**

These Terms constitute the entire and exclusive understanding and agreement between Spacebase and you regarding the Site, Services, Collective Content, and any bookings or Listings of Spaces made via the Site and Services, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Spacebase and you regarding bookings or listings of Spacebase, the Site, Services and Collective Content; save that where certain areas of the Site are subject to different terms and conditions as posted or may require acceptance of additional terms and conditions, such terms and conditions shall in the event of conflict with these Terms, take precedence with respect to your use of or access to that area of the Site, Services, or Collective Content.

### **Assignment**

You may not assign or transfer these Terms, by operation of law or otherwise, without Spacebase's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. Spacebase may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

### **Notices**

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by Spacebase (i) via email (in each case to the address that you provide) or (ii) by posting to the Site. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

### **Controlling Law and Jurisdiction**

Please note that the use of the Site and Services and contesting of the validity, enforceability and termination of this agreement are subject to the STC and specifically subject to South African law and the jurisdiction of South African courts.

### **General**

The failure of Spacebase to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Spacebase. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

We may review, scan, or analyze your communications with other users exchanged via the Platform or messages for fraud prevention, risk assessment, regulatory compliance, investigation, product development, research and customer support purposes.

We will not review, scan, or analyze your communications for sending third party marketing messages to you. We will also not sell these reviews or analyses of communications to third parties. However, from time to time we may have to manually review some communications. By using the Platform, you consent that Spacebase, in its sole discretion, may review, scan, analyze, and store your communications, whether done manually or through automated means.

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