

TERMS OF SERVICE

Updated: [May 28, 2020]

These Terms of Service (“**Terms**”) are a binding agreement between you (“**you**” or “**user**”) and Flexspace Technologies, Inc. (“**Company**”, “**we**”, “**our**”, or “**us**”). These Terms govern your access to and use of Company’s websites at flexspace.ai and partners.flexspace.ai (collectively, the “**Site**”), and any services, features or applications offered by the Company through the Site (collectively, the “**Service**”). By using the Service, you agree to be bound by the terms and conditions contained in these Terms. If you are acting on behalf of your employer or another entity, you represent and warrant that you are authorized to bind such employer or entity to these Terms.

If you are unwilling or unable to be bound by these Terms, do not use the Site, Service, or any content contained therein.

1. USING THE SERVICE

- a. Eligibility. You need not register with the Company to simply visit and view the Site. To access or use the Service, you must have the requisite power and authority to enter into these Terms. You may not access or use the Service if you are a competitor of Company or if we have previously banned you from the Service or closed your account. You may only access or use information from the Site, including any text, images, audio, and video (the “**Content**”) for your own non-commercial use. You may not distribute, modify, transmit, reuse, repost, or use the Content for commercial purposes without written permission of the Company. You should assume that everything you see or read on the Site is copyrighted unless otherwise noted and may not be used except as provided in these Terms or in the text on the Site without the written permission of the Company. Except as otherwise permitted in this paragraph, the Company neither warrants nor represents that your use of Content will not infringe rights of third parties not owned by or affiliated with the Company. With the exception of the foregoing limited authorization, no license to or right in the Content, or any copyright of the Company or of any other party is granted or conferred to you.
- b. Service Availability. The Service may be modified, updated, interrupted, suspended or discontinued at any time without notice or liability.
- c. Accounts. You must create an account and provide certain information about yourself in order to use some of the features that are offered through the Service. You are responsible for maintaining the confidentiality of your account password. You are also responsible for all activities that occur in connection with your account. You agree to notify us immediately of any unauthorized use of your account. We reserve the right to close your account at any time for any or no reason. Your user account is for your personal, non-commercial use only, and you may not create or use a user account for anyone other than yourself. We ask that you provide complete and accurate information about yourself when creating an account. You may not impersonate someone else, provide an email address other than your own, create multiple accounts, or transfer your user account to another person.

2. OWNERSHIP AND INTELLECTUAL PROPERTY

The trademarks, service marks, and logos of the Company used and displayed on the Site are registered and unregistered trademarks or service marks of the Company, and other company, product, and service names located on the Site may be trademarks or service marks owned by third parties (collectively, the “**Trademarks**”). Nothing on the Site or in these Terms should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Site without the prior written consent of the Company specific for each such use. The Trademarks may not be used to disparage the Company or the applicable third party, the Company’s products or Service or third party’s products or Service, or in any manner that may damage any goodwill in the Company’s Trademarks. Use of any Trademarks as part of a link to or from any website is prohibited without the Company’s prior written consent. All goodwill generated from the use of any the Company Trademark shall inure to the Company’s benefit. We also own the copyrights, trade names, trade secrets, and other intellectual and proprietary rights throughout the world associated with the Service, which are protected by applicable intellectual and proprietary rights and laws.

3. MARKETPLACE

- a. Generally. You can access features through the Service that allow you to make offers for and enter into rental contracts with third-party providers of meeting space (such third parties, “**Meeting Space Providers**”). Company is not a party to any such contracts formed between you and a Meeting Space Provider (“**Third Party Contracts**”). It is your responsibility to review the terms and conditions of any such Third Party Contracts, including without limitation cancellation and refund policies, prior to making offers under such third-party terms and conditions or accepting such terms and conditions. You should make whatever investigation that you deem necessary or appropriate before entering into Third Party Contracts with Meeting Space Providers, and should consult with legal counsel as desirable regarding any such third-party terms and conditions. Any such Third Party Contracts and all related terms, conditions, covenants, representations and warranties are between you and the relevant Meeting Space Provider. You agree that Company is not responsible or liable for any breach of any Third Party Contract, or for any related bookings, transactions, meeting space descriptions, content, data, advertising, goods or services available or unavailable from, or through, or provided by, the Meeting Space Providers.
- b. Payment. You may be required to provide a method of payment, such as a credit card or debit card (“**Payment Methods**”) to confirm a booking under a Third Party Contract. After receiving a booking invoice, you will be responsible for paying such invoice and you will be charged any applicable fees, including taxes or cancellation fees in accordance with the Meeting Space Provider’s cancellation policy provided at the time of booking. You acknowledge and agree that Company may collect payments and charges owed to a Meeting Space Provider under a Third Party Contract on behalf of and as a service to such Meeting Space Provider, but that Company is not a party to such Third Party Contract and has no responsibility or liability under any Third Party Contract, and you waive the right to bring or assert any claim against Company relating to any

interactions or dealings with any Meeting Space Providers, and release Company from any and all liability for or relating to any interactions or dealings with Meeting Space Providers.

- c. Verification. To help prevent fraud and safeguard your information from the risk of unauthorized access, we may validate your account before activation. We reserve the right, in our sole discretion, upon notice of any potential fraud, unauthorized charges or other misuse of the Site, to place on hold any booking and its associated payment information.

4. FEEDBACK

By sending us any ideas, suggestions, documents or proposals (“**Feedback**”), you agree that (i) your Feedback does not contain any third party confidential or proprietary information, (ii) we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (iii) we may have something similar to the Feedback already under consideration or in development, (iv) we have no obligation to review, consider, or implement the Feedback, or to return to you all or part of the Feedback, and (v) you grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide, assignable, sublicensable, transferable license to use, modify, prepare derivative works of, publish, distribute and sublicense the Feedback, and you irrevocably waive, and cause to be waived, against Company and its users any claims and assertions of any moral rights contained in such Feedback.

5. DISCLAIMERS AND LIMITATIONS OF LIABILITY

THE SERVICE AND THE CONTENT ARE PROVIDED TO YOU “AS IS,” “WITH ALL FAULTS” AND ON AN “AS AVAILABLE” BASIS AND ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, AND ANY WARRANTIES THAT THE SERVICE IS CURRENT AND/OR UP-TO-DATE ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY THE COMPANY (INCLUDING ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS OR ASSIGNEES) AND ITS LICENSORS.

THERE IS NO WARRANTY, REPRESENTATION, OR GUARANTEE THAT THE SERVICE, OR YOUR USE OF THE SERVICE, WILL BE UNINTERRUPTED, COMPLETE, ACCURATE, CURRENT, RELIABLE, ERROR-FREE, SECURE, OR THAT ANY PROBLEMS WILL BE CORRECTED, OR THAT THE SERVICE, OR ANY INFORMATION, SOFTWARE, OR OTHER MATERIAL ACCESSIBLE FROM THE SERVICE, IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATION REGARDING THE USE OF, OR THE RESULTS OF THE USE OF, THE SERVICE AND YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICE, AND YOUR RELIANCE THEREON.

YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH THE SERVICE, RELATED SERVICES, OR ANY OTHER GRIEVANCE SHALL BE YOUR TERMINATION AND DISCONTINUATION OF ACCESS TO, OR USE OF THE SERVICE.

NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OF ANY KIND, NEITHER THE COMPANY NOR ANY OF ITS LICENSORS, SPONSORS, AGENTS, SUCCESSORS, OR ASSIGNS, NOR OUR OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, OR OTHER REPRESENTATIVES, ARE RESPONSIBLE OR LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS, LOST SAVINGS, OR LOSS OF DATA) UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY MANNER TO THE SERVICE, AND/OR ANY LINKED WEBSITE, WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITIES.

COMPANY'S MAXIMUM AGGREGATE LIABILITY TO YOU FOR LOSSES OR DAMAGES THAT YOU SUFFER IN CONNECTION WITH THE SERVICE OR THESE TERMS IS LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO COMPANY IN CONNECTION WITH THE SERVICE IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY.

NEITHER THE COMPANY NOR ANY OF ITS LICENSORS, SPONSORS, AGENTS, SUCCESSORS, OR ASSIGNS, NOR OUR OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, OR OTHER REPRESENTATIVES WILL HAVE ANY LIABILITY TO YOU FOR ANY DAMAGES, EXPENSES, OR OTHER LIABILITY INCURRED BY YOU (A) AS A RESULT OF ANY INACCURACY, INCOMPLETENESS, OR MISREPRESENTATION OF ANY INFORMATION, OFFER, CONTENT, OR SUBMISSIONS PROVIDED OR POSTED ON THE SERVICE BY THIRD PARTIES, INCLUDING WITHOUT LIMITATION MEETING SPACE PROVIDERS, OR (B) ARISING FROM OR RELATED TO ANY THIRD PARTY CONTRACT.

6. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Company, its parents, subsidiaries, affiliates, any related companies, suppliers, licensors and partners, and the officers, directors, employees, agents, contractors and representatives of each of them from and against any and all third party claims, actions, demands, losses, damages, costs, liabilities and expenses (including but not limited to attorneys' fees and court costs) arising out of or relating to: (i) your access to or use of the Service, (ii) your violation of the Terms, (iii) your breach of your representations and warranties provided under these Terms, (iv) any Third Party Contract or other relationship between you and any Meeting Space Provider, (v) the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any such matter without the prior written consent of Company. Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

7. GOVERNING LAW AND ARBITRATION

The Terms of this Agreement and the rights and obligations of the parties under this Agreement shall be governed by and construed under the laws of the State of California, including its Uniform Commercial Code, without reference to conflict of laws principles. Any controversy or claim arising out of or relating to: (i) these Terms, or the breach thereof; or (ii) your access to or use of your account; (collectively, a “**Claim**”), shall be resolved by binding arbitration as described in this paragraph, rather than in court. There is no judge or jury in arbitration, and court review of an arbitration award is limited. Claims shall be heard by a single arbitrator. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would. You agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. Arbitrations will be administered by Judicial Arbitration & Mediation Services, Inc. (“**JAMS**”) in San Francisco, California, pursuant to its Employment Arbitration Rules and Procedures (the “**JAMS Rules**”); and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator will issue a reasoned award in writing, including all findings of fact and law upon which the award was made. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled to an award of reasonable attorneys’ fees.

8. THIRD PARTY CONTENT

You may find advertising or other content on the Site that link to the websites of our Meeting Space Providers, partners, suppliers, advertisers, sponsors, licensors and other third parties. We do not control or endorse the content or links that appear on these websites. You agree that we are not responsible for the availability, accuracy, content, or the practices employed by websites linked to or from the Site. Browsing and interaction on any other website, including websites that host a link to the Site, is subject to that website’s own terms and policies. Some of the services made available through the Service and these websites may be subject to additional third party terms of service, privacy policies, licensing terms and disclosures, and other policies. It is your responsibility to familiarize yourself with any such applicable third party policies, as your use of and reliance on any such content or links is at your own risk.

9. TERMINATION

You may terminate the Terms at any time by closing your account, discontinuing any access to or use of the Service, and providing the Company with a notice of termination by email to help@flexspace.ai. We may close your account, suspend your ability to use certain portions of the Service, terminate any license or permission granted to you hereunder, and/or ban you altogether from the Service for any or no reason, and without notice or liability of any kind. Any such action could prevent you from accessing your account, the Service, Content, or any other related information. In the event of any termination of these Terms, whether by you or us, Sections 5–10 of these Terms will continue in full force and effect.

10. CHANGES TO THE TERMS

The Company has the discretion to update these Terms at any time. If we make material changes to these Terms, we will notify you by email, by posting notice on the Service, or any other reasonable method. We will also indicate at the top of this page the date that such changes were last made. We encourage users to frequently check this page for any changes. You acknowledge and agree that it is your responsibility to

review these Terms periodically and become aware of modifications. Any use of the Site or Service after posting of the modifications constitutes your acceptance of the modifications.

11. ACCEPTABLE USE POLICY

You agree that you will not, and will not assist, encourage, or enable others to use the Service to:

- a. Violate our Terms, including the Acceptable Use Policy;
- b. Post any fake or defamatory Content;
- c. Violate any third party's rights, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
- d. Threaten, stalk, harm, or harass others, or promote bigotry or discrimination;
- e. Promote a business or other commercial venture or event, or otherwise use the Service for commercial purposes, except as permitted by these Terms;
- f. Send bulk emails, surveys, or other mass messaging, whether commercial in nature or not; engage in keyword spamming, or otherwise attempt to manipulate the Service's search results, or any third party website;
- g. Solicit personal information from minors, or submit or transmit pornography;
- h. Violate any applicable law relating to the Service;
- i. Use any robot, spider, Service search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index any portion of the Service;
- j. Remove or modify any copyright, trademark or other proprietary rights notice that appears on any portion of the Service or on any materials printed or copied from the Service;
- k. Record, process, or mine information about users;
- l. Access, retrieve or index any portion of the Service for purposes of constructing or populating a searchable database of business reviews;
- m. Reformat or frame any portion of the Service;
- n. Take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on Company's technology infrastructure or otherwise make excessive traffic demands of the Service;
- o. Attempt to gain unauthorized access to the Service, accounts, computer systems or networks connected to the Service through hacking, password mining or any other means;
- p. Use the Service or any Content to transmit any computer viruses, worms, defects, Trojan horses, malicious code, spyware, malware or other items of a destructive or harmful nature;
- q. Use any device, software or routine that interferes with the proper working of the Service, or otherwise attempt to interfere with the proper working of the Service;
- r. Use the Service to violate the security of any computer network, crack passwords or security encryption codes; disrupt or interfere with the security of, or otherwise cause harm to, the Service or Content; or

- s. Remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Service, features that prevent or restrict the use of the Service.

12. GENERAL TERMS

Nothing herein is intended, nor will be deemed, to confer rights or remedies upon any third party. The Terms and any other the Company policies referenced herein constitute the entire agreement between you and us regarding the use of the Service, and supersede any prior agreement between you and us on such subject matter. The parties acknowledge that no reliance is placed on any representation made but not expressly contained in these Terms. Any failure on Company's part to exercise or enforce any right or provision of the Terms does not constitute a waiver of such right or provision. The Terms may not be waived, except pursuant to a writing executed by Company. If any provision of the Terms is found to be unenforceable or invalid by a court of competent jurisdiction, then only that provision shall be modified to reflect the parties' intention or eliminated to the minimum extent necessary so that the Terms shall otherwise remain in full force and effect and enforceable. The Terms, and any rights or obligations hereunder, are not assignable, transferable or sublicensable by you except with Company's prior written consent, but may be assigned or transferred by us without restriction. Any attempted assignment by you shall violate these Terms and be void. You agree that no joint venture, partnership, employment, agency, special or fiduciary relationship exists between you and Company as a result of these Terms or your use of the Service. The section titles in the Terms are for convenience only and have no legal or contractual effect.

13. CONTACT US

If you have any questions about these Terms of Service, please contact us at help@flexspace.ai