

Spotery Terms of Service

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Welcome to Spotery, an online marketplace for short term rental of facilities provided by Social Solutions, LLC (the “Company”, “SSL”, “Spotery”, “us”, “our”, and/or “we”).

Acceptance of Terms

Please read the Terms of Service (“Terms of Service” or “Terms”) set forth below, as they constitute a binding legal contract between you, whether as a Member, Renter, a Facility Owner, and/or a Service Provider, as such terms are defined below, or otherwise (hereinafter, “User” or “you”) and Spotery.

These Terms of Service govern your access and use of www.spotery.com (the “Site”) and other services that Spotery may provide (collectively, the “Services”). By entering and/or using our Site now or in the future, whether you register or not as a User, you agree to be legally bound by the Terms of Service set forth below. In order to use this Site, you must agree to all the terms, conditions and notices below, including Spotery’s Privacy Policy. If you do not accept all of these terms and conditions, please discontinue the use of the Site and do not make any rentals, list Facilities and/or receive or provide any Services or Complimentary Service’s through the Site.

THE SITE AND SERVICES COMPRISE AN ONLINE PLATFORM/MARKETPLACE THROUGH WHICH FACILITY OWNERS (DEFINED BELOW) MAY CREATE LISTINGS (DEFINED BELOW) FOR FACILITIES (DEFINED BELOW), SERVICE PROVIDERS (DEFINED BELOW) MAY PROVIDE COMPLEMENTARY SERVICES (DEFINED BELOW) AND RENTERS (DEFINED BELOW) MAY LEARN ABOUT AND BOOK FACILITIES DIRECTLY WITH THE FACILITY OWNERS AND BOOK COMPLEMENTARY SERVICES DIRECTLY WITH THE SERVICE PROVIDERS. YOU UNDERSTAND AND AGREE THAT SPOTERY IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO AND AMONGST FACILITY OWNERS, SERVICE PROVIDERS AND/OR RENTERS, NOR IS SPOTERY A REAL ESTATE BROKER, AGENT AND/OR INSURER. SPOTERY HAS NO CONTROL OVER THE CONDUCT OF FACILITY OWNERS, SERVICE PROVIDERS, RENTERS AND/OR OTHER USERS OF THE SITE AND SERVICES OR ANY FACILITIES AND DISCLAIMS ALL LIABILITY IN THIS REGARD TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

I. Key Terms

Calendar means the chart that shows the daily, weekly and monthly availability, unavailability and pending reservations of a Facility. As Calendars might not be up to date, the Renter must send the Facility Owner a message to double check that the Facility is still available.

Collective Content means Member Content and Spotery Content.

Complementary Services means additional services that may be booked through the Site, including but not limited to, insurance, maintenance and security services.

Content means text, graphics, images, music, software, audio, video, information or other materials.

Facility means space for rent listed via the Site and Services.

Facility Owners means a Member who has a Facility or Facilities listed via the Site.

Force Majeure means natural disasters, political unrest, property damages or other similar events beyond the reasonable control of the Facility Owner or Service Provider.

Listing means a Facility that is listed by a Facility Owner as available for rental via the Site and Services.

Member means a person who completes Spotery's account registration processing, including but not limited to Facility Owners, Service Providers and Renters, as described under "Registration" below.

Member Content means all the Content that a Member posts, uploads, publishes, submits or transmits to be made available through the Site or Services.

Rent Booking Request Period means the time period starting from the time when a booking is requested by a Renter, within which a Facility Owner may decide whether to confirm, ask for more information or reject that rent booking request.

Renter means a Member who requests from a Facility Owner a booking of a Facility via the Site and may additionally decide to purchase Complementary Services, or a Member who rents a Facility and is not the Facility Owner for such Facility and may additionally decide to purchase Complementary Services.

Service Booking Request Period means the time period starting from the time when a complementary service is requested by a Renter and the rent booking is confirmed by a Facility Owner, within which a Service Provider may decide whether to confirm, ask for more information or reject that complementary service booking request.

Service Provider means a Member who provides a Complementary Service or Complementary Services via the Site.

Spotery Account means User's Spotery Platform Account.

Spotery Content means all Content that Spotery makes available through the Site or Services, including any Content licenses from a third party, but excluding Member Content.

Taxes means any sales and use taxes.

Weekdays means any day of the week, except Saturday and Sunday.

II. Modification of Terms

Spotery reserves the right, at its sole discretion, to discontinue or modify the Site and Services, and any of our Terms, including the Service Fees, and/or Privacy Policy as we deem necessary or desirable, without prior notice. If we make any changes, we will notify you by sending you an e-mail to the e-mail address that is registered with your account and/or by posting a notice of the change on this Site. Any changes to these Terms will be effective upon the earlier of our dispatch of an e-mail notice to you or our posting of notice of the changes on our Site, provided that these changes will not apply to any transactions prior to the effective date of such changes, which will appear on the top of this page. Therefore, we suggest that you maintain your account updated with your latest email address to receive the latest notices and/or re-read this important notice containing our Terms and Privacy Policy from time to time in order to stay informed as to any such changes. Please be advised that any use of the Site and Services by you after such notice has been posted on the Site or sent to you via e-mail, shall be deemed to constitute acceptance by you of such modifications. If you find that the modified Terms are unacceptable, you have the right to terminate these Terms and please discontinue your use of the Site and Services.

III. Eligibility

The Site and Services are intended solely for persons who are 18 or older, and any access to or use of the Site or Services by anyone under 18 is expressly prohibited. By accessing or using the Site or Services you represent and warrant that you are 18 or older.

IV. Registration

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

You can also register to join by logging into your account with certain third-party social networking sites ("SNS") (including, but not limited to, Facebook; each such account, a "Third-Party Account"), via our Site, as described below. As part of the functionality of the Site and Services, you may link your Spotery Account with Third-Party Accounts, by either: (i) providing your Third-Party Account login information to Spotery through the Site and Services; or (ii) allowing Spotery to access your Third-Party Account, as 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 Spotery and/or grant Spotery 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 Spotery to pay any fees or making Spotery subject to any usage limitations imposed by such third-party service providers. By granting Spotery access to any Third-Party Accounts, you understand that Spotery will access, make available and store (if applicable) any Content that you have provided to and stored in your Third-Party Account ("SNS Content") so that it is available on and through the Site and Services via your Spotery account. 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 Spotery Account on the Site and Services. Please note that if a Third-Party Account or associated service becomes unavailable or Spotery'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. PLEASE NOTE THAT 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. Spotery makes no effort to review any SNS Content for any purpose, including but not limited to for accuracy, legality or non-infringement and Spotery is not responsible for any SNS Content.

We will create your Spotery Account for your use of the Site based upon the personal information you provide to us or that we obtain via an SNS as described above. You may not have more than one (1) active Spotery 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. Spotery reserves the right to suspend or terminate your Spotery Account and your access to the Site and Services if you create more than one (1) Spotery Account, or if any information provided during the registration process or thereafter proves to be inaccurate, fraudulent, not current or incomplete. 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 Spotery account, whether or not you have authorized such activities or actions. You will immediately notify Spotery of any unauthorized use of your Spotery account.

V. Booking and Financial Terms

1. Key definitions

Complementary Services Fees means the fee that Spotery charges a Renter for additional services that may be booked through the Site, including but not limited to, insurance, maintenance and security fees.

Facility Owner Fees means the fee that Spotery charges to Facility Owners when a booking for their Facilities has been completed to cover the cost of processing Renters' payments. These fees come out of the Facility Owner's payout.

Rental Fees means the amounts that are due and payable by a Renter for the renting of a Facility. The Facility Owner alone, and not Spotery, determines these amounts.

Service Fees means the fee that Spotery charges a Renter for the use of its online platform, which is calculated as a percentage of the applicable Total Fees, except insurance fees. The Service Fees will be displayed to the Renter when the Renter is asked whether to send a booking request to a Facility Owner and whether to send a booking request to a Service Provider.

Total Fees means collectively the Rental Fees, Service Fees, and if applicable, the Complementary Services Fees.

2. Booking and Financial Terms for Facility Owners

Spotery offers the Site as a platform to connect Facility Owners, Service Providers and Renters and facilitate the booking of Facilities and Complementary Services among the Facility Owners, Service Providers and Renters. You, as a Facility Owner, agree to promote the use of Spotery as the source of booking of your Facilities. You also understand and agree that Spotery does not act as an insurer or as a Renter's or as your contracting agent or real estate broker. If a Renter requests a booking of your Facility and uses your Facility, any agreement you enter into with such Renter is between you and the Renter, and Spotery is not a party to that agreement. Notwithstanding the foregoing, Spotery serves as the limited authorized payment collection agent of the Facility Owner for the purpose of accepting, on behalf of the Facility Owner, payments from Renters of such amounts stipulated by the Facility Owner.

You understand and agree that your Facility will be made publicly available via the Site and Services. Other Members will be able to book your Facility via the Site based upon the information provided in your Listing. If you approve a booking of your Facility to begin at a specified time or on a specified date, you shall ensure that the Facility is available to the Renter at that time or on that date.

Spotery has photographers that will take the photographs of your Facilities. The photographs taken will be made available to include in your Listing. All images, materials and content created by these photographers ("Verified Images"), constitute Spotery Content, regardless of whether you include them in your Listing. You agree that Spotery may use the Verified Images for advertising, marketing, commercial and other business purposes in any media or platform, whether in relation to your Listing or otherwise, without further notice or compensation.

As a Facility Owner you are solely responsible for (i) maintaining the Facility in safe condition and in compliance with all applicable laws, regulations and ordinances and any applicable building requirements, (ii) ensuring that the Facility is clean and ready to use at the start of each reservation period, (iii) and guaranteeing that the booking of the Facility through the Site does not violate any lease or other agreements relating to Facility or any building policies.

Please note that Spotery assumes no responsibility for your compliance with any agreements with or duties to third parties, applicable laws, rules and regulations. Spotery reserves the right, at any time and without prior notice, to remove or disable access to any Listing for any reason, including Listings that Spotery, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Site and Services.

If you are a Facility Owner and a booking is requested for your Facility via the Site, you will be required to reply to the Rent Booking Request within two Weekdays, otherwise the request will be cancelled. Within these two Weekdays, you have to either (i) confirm the Rent Booking Request, (ii) ask the Renter for any additional information required or (iii) reject the Rent Booking Request. If you confirm the Rent Booking Request, the Renter has to (i) confirm the booking and, if required, submit either a full payment or deposit within two Weekdays or (ii)

cancel the booking request. If you ask the Renter for any additional information, the Renter must reply within two Weekdays, otherwise the request will be cancelled. If you reject the Rent Booking Request, the request will be cancelled.

Spotery will collect the Total Fees at the time of booking confirmation and will provide monthly payments of the Rental Fees to the Facility Owner. You will receive a statement with details about your month's transactions. Some payout methods involve the use of third-party payment processors, who may impose their own additional charges for the use of their services on the Facility Owner, including by deducting their charges from the payout amount.

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

3. Appointment of Spotery as Limited Payment Collection Agent for Facility Owner

Each Facility Owner hereby appoints Spotery as the Facility Owner's limited payment collection agent solely for the purpose of accepting the Rental Fees from Renters.

Each Facility Owner agrees that payment made by a Renter through Spotery, shall be considered the same as a payment made directly to the Facility Owner, and the Facility Owner will make the Facility available to the Renter in the agreed-upon manner as if the Facility Owner has received the Rental Fees. Each Facility Owner agrees that Spotery may, in accordance with the cancellation policy selected by the Facility Owner and reflected in the relevant Listing, (i) permit the Renter to cancel the booking and (ii) refund (via Spotery) to the Renter that portion of the Rental Fees specified in the applicable cancellation policy. Each Facility Owner understands that as Spotery accepts payments from Renters as the Facility Owner's limited payment collection agent and that Spotery's obligation to pay the Facility Owner is subject to and conditional upon successful receipt of the associated payments from Renters. Spotery does not guarantee payments to Facility Owners for amounts that have not been successfully received by Spotery from Renters. In accepting appointment as the limited authorized agent of the Facility Owner, Spotery assumes no liability for any acts or omissions of the Facility Owner.

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

4. Bookings and Financial Terms for Service Providers

Spotery offers the Site as a platform to connect Facility Owners, Service Providers and Renters and facilitate the booking of Facilities and Complementary Services among the Facility Owners,

Service Providers and Renters. You, as a Service Provider, agree to promote and market Spotery. You also understand and agree that Spotery does not act as an insurer or as a Renter's or as your contracting agent. If a Renter requests a booking of your Complementary Service and uses your service, any agreement you enter into with such Renter is between you and the Renter, and Spotery is not a party to that agreement. Notwithstanding the foregoing, Spotery serves as the limited authorized payment collection agent of the Service Provider for the purpose of accepting, on behalf of the Service Provider, payments from Renters of such amounts stipulated by the Service Provider.

You understand and agree that your services will be made publicly available via the Site. Other Members will be able to book your services via the Site based upon the information provided on the Site. If you approve a booking of a service to begin at a specified time or on a specified date, you shall ensure that the service is available to the Renter at that time or on that date.

As a Service Provider you are solely responsible for (i) providing the service in a professional manner, conforming to the highest standards of the industry and in compliance with all applicable laws, regulations and ordinances and any other applicable requirements, (ii) certifying that the service be performed by licensed, fully qualified, well trained, and properly equipped personnel, and (iii) ensuring that the service is available at the start of each reservation period.

Please note that Spotery assumes no responsibility for your compliance with any agreements with or duties to third parties, applicable laws, rules and regulations. Spotery reserves the right, at any time and without prior notice, to remove or disable access to any Complementary Service for any reason, including Complementary Services that Spotery, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Site and Services.

If you are a Service Provider and a booking is requested for your Complementary Service via the Site, when the Rent Booking is finally confirmed, you will be required to reply to the Service Booking Request within two Weekdays, otherwise the request will be cancelled. Within these two Weekdays, you have to either (i) confirm the Service Booking Request, (ii) ask the Renter for any additional information required or (iii) reject the Service Booking Request. If you confirm the Service Booking Request, the Renter has to (i) confirm the booking and submit, if required, either a full payment or deposit within two Weekdays or (ii) cancel the booking request. If you ask the Renter for any additional information, the Renter must reply within two Weekdays, otherwise the request will be cancelled. If you reject the Service Booking Request, the request will be cancelled.

Spotery will collect the Total Fees at the time of booking confirmation and will provide monthly payments of the Complementary Services to the Service Provider. You will receive a statement with details about your month's transactions. Some payout methods involve the use of third-party payment processors, who may impose their own additional charges for the use of their services on the Service Provider, including by deducting their charges from the payout amount.

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

5. Appointment of Spotery as Limited Payment Collection Agent for Service Provider

Each Service Provider hereby appoints Spotery as the Service Provider's limited payment collection agent solely for the purpose of accepting the Complementary Services Fees from Renters.

Each Service Provider agrees that payment made by a Renter through Spotery, shall be considered the same as a payment made directly to the Service Provider, and the Service Provider will make the Complementary Service available to the Renter in the agreed-upon manner as if the Service Provider has received the Complementary Services Fees. Each Service Provider agrees that Spotery may, in accordance with the cancellation policy selected by the Service Provider and reflected in the relevant Complementary Service, (i) permit the Renter to cancel the booking and (ii) refund (via Spotery) to the Renter that portion of the Complementary Services Fees specified in the applicable cancellation policy. Each Service Provider understands that as Spotery accepts payments from Renters as the Service Provider's limited payment collection agent and that Spotery's obligation to pay the Service Provider is subject to and conditional upon successful receipt of the associated payments from Renters. Spotery does not guarantee payments to Service Providers for amounts that have not been successfully received by Spotery from Renters. In accepting appointment as the limited authorized agent of the Service Provider, Spotery assumes no liability for any acts or omissions of the Service Provider.

6. Bookings and Financial Terms for Renters

The Facility Owners and Service Providers, not Spotery, are solely responsible for honoring any confirmed bookings and making available any Facility or Complementary Service reserved through the Site. If you, as a Renter, choose to enter into a transaction with a Facility Owner for the booking of a Facility and with a Service Provider for the booking of a Complementary Service, you agree and understand that you will be required to enter into an agreement with the Facility Owner and Service Provider, and you agree to accept any terms, conditions, rules and restrictions associated with such Facility imposed by the Facility Owner and with such Complementary Service imposed by the Service Provider. You acknowledge and agree that you, and not Spotery, will be responsible for performing the obligations of any such agreements, that Spotery is not a party to such agreements, and that, with the exception of its payment obligations hereunder, Spotery disclaims all liability arising from or related to any such agreements. You acknowledge and agree that, notwithstanding the fact that Spotery is not a party to the agreement among you, the Facility Owner and Service Provider, Spotery acts as the Facility Owner's and Service Provider's payment collection agent for the limited purpose of accepting payments from you on behalf of the Facility Owner and Service Provider. Upon your payment of the Total Fees

to Spotery, your payment obligations to the Facility Owner for the Rental Fees and to the Service Providers for the Complementary Services Fees are extinguished, and Spotery is responsible for remitting the Rental Fees and Complementary Services Fees, in the manner described in these Terms. In the event that Spotery does not remit any such amounts as described in these Terms, such Facility Owner or Service Provider will have recourse only against such Spotery entity.

The Rental Fees and Complementary Services payable will be displayed to a Renter before the Renter sends a booking request to a Facility Owner and a Service Provider, respectively. If you send a Rent Booking Request via the Site, the Facility Owner will be required to reply to the request within two Weekdays, otherwise the request will be cancelled. Within these two Weekdays, the Facility Owner has to either (i) confirm the Rent Booking Request, (ii) ask you for any additional information required or (iii) reject the Rent Booking Request. If the Facility Owners confirms the Rent Booking Request, you have to (i) confirm the booking and submit, if required, either a full payment or deposit within two Weekdays or (ii) cancel the booking request. If the Facility Owner asks you for any additional information, you must reply within two Weekdays, otherwise the request will be cancelled. If the Facility Owner rejects the Rent Booking Request, the request will be cancelled.

If you send a Service Booking Request via the Site and the Rent Booking is confirmed by a full payment or deposit of Rental Fees, the Service Provider will be required to the request within two Weekdays, otherwise the request will be cancelled. Within these two Weekdays, the Service Provider has to either (i) confirm the Service Booking Request, (ii) ask you for any additional information required or (iii) reject the Service Booking Request. If the Service Provider confirms the Service Booking Request, you have to (i) confirm the booking and submit, if required, either a full payment or deposit within two Weekdays or (ii) cancel the booking request. If the Service Provider asks you for any additional information, you must reply within two Weekdays, otherwise the request will be cancelled. If the Service Provider rejects the Service Booking Request, the request will be cancelled.

You as a Renter agree to pay Spotery for the Total Fees for any booking requested in connection with your Spotery Account if such requested bookings are confirmed by the applicable Facility Owner and Service Provider. You understand and agree that Spotery, on behalf of the Facility Owner and Service provider, 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, to verify your credit card. Once Spotery receives your confirmation of your booking, Spotery will collect the Total Fees in accordance with these Terms and the pricing terms set forth in the applicable Listing. Please note that Spotery cannot control any fees that may be charged to a Renter by his or her bank related to Spotery's collection of the Total Fees, and Spotery disclaims all liability in this regard.

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 Spotery or its third-party payment processor(s). You agree to pay Spotery for any confirmed bookings made in connection with your Spotery Account in accordance with these Terms by one of the methods described on the Site. You hereby authorize the collection of such amounts by charging the credit card provided as part of requesting the booking, either directly by Spotery or indirectly, via a

third-party online payment processor or by one of the payment methods described on the Site. You also authorize Spotery to charge your credit card in the event of damage caused at a Facility as contemplated under “Damage to Facilities” below, if applicable. If you are directed to Spotery’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.

VI. No Endorsement

Spotery does not endorse any Member or Facility or Complementary Service. Members are required by these Terms to provide accurate information, and although Spotery may undertake additional checks and processes designed to help verify or check the identities or backgrounds of Users, we do not make any representations about, confirm, or endorse any Member or the Member’s purported identity or background.

Any references in the Site or Services to a Member being “verified” or “connected” (or similar language) only indicate that the Member has completed a relevant verification process, and does not represent anything else. Any such description is not an endorsement, certification or guarantee by Spotery about any Member, including of the Member’s identity and whether the Member is trustworthy, safe or suitable. Instead, any such description is intended to be useful information for you to evaluate when you make your own decisions about the identity and suitability of others whom you contact or interact with via the Site and Services. We therefore recommend that you always exercise due diligence and care when deciding whether to rent a Facility, book a Complementary Service or to accept a booking request from a Renter, or to have any other interaction with any other Member. We are not responsible for any damage or harm resulting from your interactions with other Members.

By using the Site and 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. You agree not to attempt to impose liability on or seek any legal remedy from Spotery 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 a Facility Owner or Service Provider against Spotery regarding the remittance of payments received from a Renter by Spotery on behalf of a Facility Owner or Service Provider, which instead shall be subject to the limitations described in the section below entitled “Limitation of Liability”.

VII. Service Fees

In consideration for the use of Spotery’s online marketplace and platform, Spotery charges the Service Fees. Where applicable, Taxes may also be charged in respect of the Facility Owner Fees, Complementary Services Fees and Renter Fees.

Except as otherwise provided herein, Service Fees are non-refundable.

VIII. Cancellations and Refunds

Currently, each Facility Owner and Service Provider sets its own cancellation policy, and you should carefully review those policies before selecting a Facility and a Complementary Service. Once you have entered an agreement with a Facility Owner and Service Provider, you are bound by that Facility Owner's and Service Provider's cancellation policy.

If, as a Renter, you wish to cancel a confirmed Rent Booking or a confirmed Service Booking made via the Site, either prior to or after arriving at the Facility and either prior to or after using a Complementary Service, the cancellation policy of the Facility Owner and of the Service Provider will apply to such cancellation. Our ability to refund the Rental Fees, Complementary Services Fees and other amounts charged to you will depend upon the terms of the applicable cancellation policy. The Service Fee is nonrefundable regardless of the cancellation policy selected by the Facility Owner or Service Provider.

If a Facility Owner or Service Provider cancels a confirmed booking made via the Site, Spotery will refund the Total Fees for such booking to the applicable Renter within a commercially reasonable time of the cancellation. If a Facility Owner or a Service Provider cancelled a confirmed booking and you, as a Renter, have not received an email or other communication from Spotery, please contact Spotery.

If, as a Facility Owner, you cancel a confirmed Rent Booking, Spotery will alert you about the cancellation fees. You, as a Facility Owner, must pay a full refund to the Renter and if the cancellation was not due to a Force Majeure, you must pay Spotery's Service fees. If the confirmed Booking also includes a confirmed Service Booking, then the cancellation of the Rent Booking causes the cancellation of the Service Booking. If you, as a Facility Owner, cancel the Service Booking by cancelling the Rent Booking, you must pay Spotery's Service Fees and the Service Provider's cancellation fees.

If, as a Service Provider, you cancel a confirmed Service Booking, Spotery will alert you about the cancellation fees. You, as a Service Provider, must pay a full refund to the Renter and if the cancellation was not due to a Force Majeure, you must pay Spotery's Service fees. If the confirmed Service Booking is cancelled by a Facility Owner, the Facility Owner must pay Spotery's Service Fees and your cancellation fees.

In the rare instance a Force Majeure arises, a Facility Owner or a Service Provider may need to cancel a confirmed reservation. In such cases, Spotery may elect to forgo the cancellation penalties outlined in our Terms of Service due to natural disasters, political unrest, property damages or other similar events beyond the reasonable control of the Facility Owner or Service Provider, provided that the Party relying upon this provision (i) gives prompt written notice thereof, and (ii) takes all steps reasonably necessary to mitigate the effects of the force majeure event.

IX. 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 (as appropriate) 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.

X. Damage to Facilities

As a Renter, you are responsible for leaving the Facility in the condition it was in when you arrived. You acknowledge and agree that, as a Renter, you are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals whom you invite to, or otherwise provide access to, the Facility. In the event that a Facility Owner claims otherwise and provides evidence of damage, including but not limited to photographs, you agree to pay the cost of replacing the damaged items with equivalent items. After being notified of the claim and given forty eight (48) hours to respond, the payment will be charged to and taken from the credit card on file in your Spotery Account. Spotery also reserves the right to charge the credit card on file in your Spotery Account, or otherwise collect payment from you and pursue any avenues available to Spotery in this regard, in situations in which you have been determined, in Spotery's sole discretion, to have damaged any Facility, including, but not limited to, in relation to any payment requests made by Facility under the third party insurance coverage purchased by the Renter, and in relation to any payments made by Spotery to Facility Owners. If we are unable to charge the credit card on file or otherwise collect payment from you, you agree to remit payment for any damage to the Facility to the applicable Facility Owner or to Spotery (if applicable).

Both Renters and Facility Owners agree to cooperate with and assist Spotery in good faith, and to provide Spotery with such information and take such actions as may be reasonably requested by Spotery, in connection with any complaints or claims made by Members relating to Facilities or any personal or other property located at a Facility (including, without limitation, payment requests made under the third party insurance coverage purchased by the Renter) or with respect to any investigation undertaken by Spotery or a representative of Spotery regarding use or abuse of the Site or the Services. If you are a Renter, upon Spotery's reasonable request, and to the extent you are reasonably able to do so, you agree to participate in mediation or similar resolution process with a Facility Owner, at no cost to you, which process will be conducted by Spotery or a third party selected by Spotery, with respect to losses for which the Facility Owner is requesting payment from Spotery under the third party insurance coverage purchased by the Renter.

If you are a Renter, you understand and agree that Spotery reserves the right, in its sole discretion, to make a claim under your Renter's insurance or the one purchased through the Site related to any damage or loss that you may have caused or been responsible for or to a Facility or any personal or other property located at a Facility (including without limitation amounts paid by Spotery under the third party insurance coverage purchased by the Renter). You agree to cooperate with and assist Spotery in good faith, and to provide Spotery with such information as may be reasonably requested by Spotery, in order to make a claim under your Renter's insurance or the one purchased through the Site, including, but not limited to, executing documents and

taking such further acts as Spotery may reasonably request to assist Spotery in accomplishing the foregoing.

XI. 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 Content. 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, 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 or Services 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 a Spotery Renter or Facility Owner;
- offer, as a Facility Owner, any Facility that you do not yourself own or have permission to rent or other property (without limiting the foregoing, you will not list Facilities as a Facility Owner if you are serving in the capacity of a rental agent or listing agent for a third party);

- offer, as a Facility Owner, any Facility 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;
- offer, as a Service Provider, any Complementary Service that you do not yourself provide or have permission to provide;
- register for more than one Spotery Account or register for a Spotery Account on behalf of an individual other than yourself;
- unless Spotery explicitly permits otherwise, request or book any Facility if you will not actually be present at the Facility yourself the day and time of the event or activity;
- contact a Facility Owner for any purpose other than asking a question related to a booking, such Facility Owner's Facilities or Listings;
- contact a Service Provider for any purpose other than asking a question related to a booking, such Service Provider's Complementary Services;
- 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 Facility Owner, Service Provider or other Member to join third-party services or websites that are competitive to Spotery, without Spotery'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 a Facility Owner, Service Provider or Renter and then complete a booking of Facility independent of the Site or Services, in order to circumvent the obligation to pay any Service Fees related to Spotery's provision of the Services or for any other reasons;
- as a Facility Owner, submit any Listing with false or misleading price information, or submit any Listing with a price that you do not intend to honor;
- as a Service Provider, submit any Complementary Service with false or misleading price information, or submit any Complementary Service 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, Services or Collective Content, or any individual element within the Site, Services or Collective Content, Spotery's name, any Spotery 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 Spotery's express written consent;
- access, tamper with, or use non-public areas of the Site or Services, Spotery's computer systems, or the technical delivery systems of Spotery's providers;
- attempt to probe, scan, or test the vulnerability of any Spotery system or network or breach any security or authentication measures;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Spotery or any of Spotery'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;
- accept or make a payment for Rental Fees and Complementary Services Fees outside Spotery Payments. If you do so, you acknowledge and agree that you: (i) would be in breach of these Terms; (ii) accept all risks and responsibility for such payment, and (iii) hold Spotery harmless from any liability for such payment.

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

Spotery 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 Spotery 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 debugging purposes, or (iv) protect the rights, property or safety of Spotery, its Users, or Members of the public. You acknowledge that Spotery 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. Spotery reserves the right, at any time and without prior notice, to remove or disable access to any Collective Content that Spotery, at its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Site or Services.

XII. Privacy

Use of the Site and Services is also governed by our Privacy Policy, a copy of which is located at https://spotery.com/terms/privacy_policy. By using the Site and Services, you are consenting to the terms of the Privacy Policy.

XIII. Ownership

The Site, Services and Collective Content are protected by copyright, trademark, and other federal and state laws of the Commonwealth of Puerto Rico. You acknowledge and agree that the Site, Services and Collective Content, including all associated intellectual property rights, are the exclusive property of Spotery and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, Services or Collective Content.

XIV. Spotery Content and Member Content License

Subject to your compliance with the terms and conditions of these Terms, Spotery grants you a limited, non-exclusive, non-transferable license, to (i) access and view any Spotery Content solely for your personal and non-commercial purposes and (ii) access and view any Member Content to which you are permitted access, solely for your personal and non-commercial purposes. You have no right to sublicense the license rights granted in this section.

You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Site, Services or Collective Content, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Spotery or its licensors, except for the licenses and rights expressly granted in these Terms.

XV. Member Content

We may, in our sole discretion, permit you 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 Spotery 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, by means of or to promote or market the Site and Services. Spotery does not claim any ownership rights in any such Member Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such Member Content.

You acknowledge and agree that you are solely responsible for all Member Content that you make available through the Site and 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 Spotery 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 Spotery'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.

XVI. Links

The Site and Services may contain links to third-party websites or resources. You acknowledge and agree that Spotery 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 Spotery 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.

Some portions of the Spotery 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.

XVII. Proprietary Rights Notices

All trademarks, service marks, logos, trade names and any other proprietary designations of Spotery used herein are trademarks or registered trademarks of Spotery. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties. Unless otherwise agreed to by Spotery, we do not grant you any right or license to use our trademarks, service marks, logos, trade names and any other of our proprietary designations, whether registered or unregistered.

XVIII. 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 us at info@spotery.com. You acknowledge and agree that all Feedback will be the sole and exclusive property of Spotery and you hereby irrevocably assign to Spotery and agree to irrevocably assign to Spotery 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 Spotery's request and expense, you will execute documents and take such further acts as Spotery may reasonably request to assist Spotery to acquire, perfect, and maintain its intellectual property rights and other legal protections for the Feedback.

XIX. Copyright

Spotery respects the intellectual property rights of others and expects its Users to do the same.

It is Spotery's policy, in appropriate circumstances and at its discretion, to disable and/or terminate the account or access of Users who repeatedly infringe or are repeatedly charged with infringing the copyrights or other intellectual property rights of others.

In accordance with the Digital Millennium Copyright Act of 1998, as amended, Spotery will respond expeditiously to claims of copyright infringement committed using the Site that are reported to Spotery's Designated Copyright Agent, identified in the sample notice below.

If you are a copyright owner, or are authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through the Site by completing the following DMCA Notice of Alleged Infringement and delivering it to Spotery's Designated Copyright Agent. Upon receipt of the Notice as described below, Spotery will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged material from the Site.

DMCA Notice of Alleged Infringement ("Notice")

1. Identify the copyrighted work that you claim has been infringed, or - if multiple copyrighted works are covered by this Notice - you will provide a comprehensive list of the copyrighted works that you claim have been infringed.
2. Identify the material that you claim is infringing (or to be the subject of infringing activity) and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material, including at a minimum, if applicable, the URL of the link shown on the Site where such material may be found.
3. Provide your mailing address, telephone number, and, if available, email address.

4. 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."
5. Provide your full legal name and your electronic or physical signature.

Deliver this Notice, with all items completed, to Spotery's Designated Copyright Agent:

Copyright Agent c/o Social Solutions, LLC
54 Resolución Street, Roosevelt Avenue Final,
Puerto Nuevo Norte, San Juan PR 00920

XX. Term and Termination of the Terms of Service; Suspension, Termination and Spotery Account Cancellation

The Terms will be in effect until they are modified or terminated. We may, in our discretion and without liability to you, with or without cause, with or without prior notice and at any time, terminate the Terms. You may terminate the Terms at any time by sending us an email to info@spotery.com.

We may, in our discretion and without liability to you, with or without cause, with or without prior notice and at any time, decide to limit, suspend, deactivate or cancel your Spotery Account. You may deactivate or cancel your Spotery Account at any time. Upon the limitation, suspension, deactivation or cancellation of your Spotery Account by you or us, , any or all of the following can occur with or without prior notice or explanation to you: (a) your Spotery Account will be deactivated or suspended, your password will be disabled, and you will not be able to access the Site, Services, your Spotery Account, your Member Content, or receive assistance from Spotery Customer Service, (b) any pending or accepted future bookings as either Facility Owner or Renter will be immediately terminated, (c) we may communicate to your Facility Owners or Renters that a potential or confirmed booking has been cancelled, (d) we may refund your Renters in full for any and all confirmed reservations, irrespective of preexisting cancellation policies, (e) we may contact your Renters to inform them about potential alternate Facilities with other Facility Owners that may be available on the Site, and (f) you will not be entitled to any compensation for reservations or bookings (even if confirmed) that were cancelled as a result of a suspension, deactivation or termination of your Spotery Account. Please note that if your Spotery Account is cancelled, (i) you do not have a right to restore your Spotery Account, (ii) we do not have an obligation to delete or return to you any Member Content you have posted to the Site and Services and (ii) you may not register a new Spotery Account or access and use the Site through a Spotery Account of another Member.

XXI. Disclaimers

If you choose to use the Site or Collective Content, you do so voluntarily and at your sole risk. Spotery is not responsible or liable in any manner for any illness, bodily injury, disability death, User Content or Third Party Content posted on the Site or displayed in connection with the Service, including but not limited to the accuracy of any Facility descriptions, Facility availability information or Member information. Although we provide rules for User conduct and postings, we do not control and are not responsible for what Users post, transmit or distribute on the Site and are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content you may encounter on the Site or in connection with any User Content or Third Party Content. Spotery is not responsible for the conduct, whether online or offline, of any User, including any Member's non-compliance with any terms, conditions and policies relating to the use of any Facility. The Site and Services may be temporarily unavailable from time to time for maintenance or other reasons. Spotery shall have no responsibility for any interruption, delay in operation or transmission, theft or destruction of, unauthorized access to, or alteration of, User communications or any other content made available via the Site. Under no circumstances will Spotery be responsible for any personal injury or death resulting from the use of the Service, any User Content or Third Party Content, or any use of Facilities, products or services provided by Users.

SPOTERY PROVIDES THE SERVICE, INCLUDING ALL CONTENT THEREIN, TO FACILITY OWNERS, SERVICE PROVIDERS AND RENTERS "AS IS," AND, EXCEPT AS PROVIDED HEREIN AND IN ANY FACILITY POLICIES OR COMPLEMENTARY SERVICES POLICIES, THE FACILITY OWNERS PROVIDE THEIR FACILITIES TO RENTERS "AS IS", AND THE SERVICE PROVIDERS PROVIDE THEIR COMPLEMENTARY SERVICES "AS IS", AND SPOTERY AND ITS SUPPLIERS DISCLAIM ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICE AND THE FACILITIES, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SPOTERY CANNOT GUARANTEE AND DOES NOT PROMISE TO FACILITY OWNERS, SERVICE PROVIDERS AND RENTERS, AND FACILITY OWNERS AND SERVICE PROVIDERS CANNOT GUARANTEE AND DO NOT PROMISE TO RENTERS, ANY SPECIFIC RESULTS FROM USE OF A FACILITY OR THE SERVICE. WITHOUT LIMITING THE FOREGOING, SPOTERY DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE, CONTENT OR MATERIALS MADE AVAILABLE THROUGH THE SITE AND SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE; SPOTERY AND FACILITY OWNERS DO NOT REPRESENT OR WARRANT THAT THE SERVICE OR ANY FACILITY AND COMPLEMENTARY SERVICES RESERVATION OR BOOKING WILL MEET YOUR REQUIREMENTS; THAT ANY FACILITY OR COMPLEMENTARY SERVICE MEETS APPLICABLE LEGAL STANDARDS AND IS SAFE AND SUITABLE FOR YOUR INTENDED USE; AND SPOTERY DOES NOT REPRESENT OR WARRANT THAT THE SITE AND SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE, THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, OR THAT THE SITE AND SERVICES, OR ITS SERVERS,

ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. FACILITY OWNERS ARE EXPRESS THIRD PARTY BENEFICIARIES OF THE PROVISIONS OF THIS SECTION THAT ARE APPLICABLE TO FACILITY OWNERS. THE DISCLAIMERS SET FORTH ABOVE IN THIS SECTION APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

FACILITY OWNERS AND SERVICE PROVIDERS ARE RESPONSIBLE FOR IDENTIFYING, UNDERSTANDING, AND COMPLYING WITH ALL LAWS, RULES AND REGULATIONS THAT APPLY TO THEIR LISTINGS AND COMPLIMENTARY SERVICES. FACILITY OWNERS AND SERVICE PROVIDERS ARE RESPONSIBLE FOR IDENTIFYING AND OBTAINING ANY REQUIRED LICENSES, PERMITS, OR REGISTRATIONS FOR ANY LISTINGS AND COMPLIMENTARY SERVICES THEY OFFER.

XXII. Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE 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 FACILITIES AND COMPLEMENTARY SERVICES VIA THE SITE, AND ANY CONTACT YOU HAVE WITH OTHER USERS OF SPOTERY WHETHER IN PERSON OR ONLINE REMAINS WITH YOU. NEITHER SPOTERY 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 FACILITY VIA THE SITE AND SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SPOTERY 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.

EXCEPT FOR OUR OBLIGATIONS TO PAY AMOUNTS TO APPLICABLE FACILITY OWNERS AND SERVICE PROVIDERS PURSUANT TO THESE TERMS OR AN APPROVED PAYMENT REQUEST UNDER THE THIRD PARTY INSURANCE COVERAGE PURCHASED BY THE RENTER, IN NO EVENT WILL SPOTERY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS

AND YOUR USE OF THE SITE AND SERVICES INCLUDING, BUT NOT LIMITED TO, FROM YOUR LISTING OR BOOKING OF ANY FACILITY AND COMPLEMENTARY SERVICE 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 FACILITY, COMPLEMENTARY SERVICE 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 FACILITY OWNER OR SERVICE PROVIDER, THE AMOUNTS PAID BY SPOTERY TO YOU IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR ONE HUNDRED U.S. DOLLARS (US\$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 SPOTERY 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.

XXIII. Indemnification

You agree to release, defend (at Spotery's option), indemnify, and hold Spotery and its affiliates and subsidiaries, and their members, officers, directors, employees, representatives 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 (a) your access to or use of the Site, Services or Collective Content or your violation of these Terms; (b) your Member Content; (c) your (i) interaction with any Member, (ii) booking of a Facility or Complementary Service, or (iii) creation of a Listing; (d) the use of a Complementary Service or the use, condition or rental of a Facility 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 Complementary Service and of rental, booking or use of a Facility and (e) your breach to the terms and conditions of the Terms of Service.

XXIV. Export Control and Restricted Countries

By using the Site and Services, you represent and warrant that (i) neither you nor your listed Facility is located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Site and Services for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, or nuclear, chemical or biological weapons. Spotery does not permit Listings associated with certain countries due to U.S. embargo restrictions.

XXV. Reporting Misconduct

If a Facility Owner from a Facility you have rented, a Service Provider from a Complementary Service you have booked or a Renter who you have rented to, 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 stealing from you, or (iii) engages in any other disturbing conduct, you should immediately report such person to the appropriate authorities and then to Spotery by contacting us with your police station and report number at info@spotery.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.

XXVI. Entire Agreement

These Terms constitute the entire and exclusive understanding and agreement between Spotery and you regarding the Site, Services, Collective Content, and any bookings of Complementary Services and bookings or Listings of Facilities made via the Site and Services, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Spotery and you regarding bookings or listings of Facilities, the Site, Services, and Collective Content.

XXVII. Assignment

You may not assign or transfer these Terms, by operation of law or otherwise, without Spotery's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. Spotery 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.

XXVIII. Controlling Law and Jurisdiction

These Terms will be interpreted in accordance with the laws of the Commonwealth of Puerto Rico, without regard to its conflict-of-law provisions. You and we agree to submit to the personal jurisdiction of a state court located in San Juan, Puerto Rico or a Puerto Rico District Court, San Juan District located in San Juan, Puerto Rico for any actions for which the parties retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights, as set forth in the Dispute Resolution provision below.

XXIX. Dispute Resolution

You and Spotery agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof, or to the use of the Services or use of the Site (collectively, "Disputes") will be settled by binding arbitration, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or

violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. You acknowledge and agree that you and Spotery are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and Spotery otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms.

Arbitration Rules and Governing Law. The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at http://www.adr.org/arb_med or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.

Arbitration Process. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. The arbitrator will be either a retired judge or an attorney licensed to practice law in the Commonwealth of Puerto Rico and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

Arbitration Location and Procedure. Unless you and Spotery otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and Spotery submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

Arbitrator's Decision. The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. Spotery will not seek, and hereby waives all rights it may have under applicable law to recover, attorneys' fees and expenses if it prevails in arbitration.

Fees. Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed \$75,000, Spotery will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

Changes. Notwithstanding the provisions of the "Modification" section above, if Spotery changes this "Dispute Resolution" section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email to support@spotery.com within 30 days of the date such change became effective, as indicated in the "Last Updated Date" above or in the date of Spotery's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Spotery in accordance with the provisions of this "Dispute Resolution" section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

XXX. General

To the extent that we need to contact you, you agree that we may do so via electronic means, including, but not limited to email communications through the information you provided in your account. Notices sent by email shall be deemed received when they are sent by Spotery.

The failure of SPOTERY 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 Spotery. 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.

XXXI. Contacting Spotery

If you have any questions about these Terms, please contact Spotery at info@spotery.com.