## **Terms of Service**

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS AS WELL AS A SECTION GOVERNING THE JURISDICTION AND VENUE OF DISPUTES. THESE TERMS OF SERVICE ALSO CONTAIN AN ARBITRATION CLAUSE AND A CLASS ACTION WAIVER THAT AFFECTS HOW DISPUTES WITH OUR COMPANY MAY BE RESOLVED.

BY ACCEPTING THESE TERMS OF SERVICE, YOU AGREE TO BE BOUND BY SAID PROVISIONS.

## **Information about us**

www.SpaceKraft.in is owned and operated by SAZE Absolute Pvt.Ltd, (hereafter referred to as "SpaceKraft", “The Company,” "we", "us", or "our"). SpaceKraft is an online marketplace connecting commercial spaces with commercial projects. SpaceKraft offers a website facilitating short-term commercial rentals between Space Owners and Occupants. SpaceKraft acts as an intermediary. The site allows users to connect, agree on applicable terms and then enter into a comprehensive, legally-binding agreement tailored to users’ particular needs.

## **Preface**

The terms and conditions laid out below set out the use of our Services and Space-Sharing Agreements facilitated by the Services. Your use and access of the Services and Content signifies your acceptance of these Terms of Service and agreement to be bound by them and any and all other applicable terms herein referenced.

By using our Services you agree and understand that SpaceKraft is not a party to any license, lease or similar Space-Sharing Agreements entered between Members (Space Owners and Occupants). SpaceKraft disclaims all liability arising from or related to any such transactions to the fullest extent permitted by law.

SpaceKraft has no control over the conduct of Members and other users of its service and disclaims all liability in this regard to the maximum extent permitted by Law.

SpaceKraft reserves the right, at our sole discretion, to change these Terms of service and applicable conditions at any time. Members are advised to review these Terms on a regular basis to keep informed of any changes.

## **Definitions**

“Communication” means an email, message via the Site, Application, or text message.

“Content” means text, graphics, images, music, software (excluding the Application), audio, video, information or other materials.

“Occupant” means a Member who requests from a Space Owner a Booking of a Listing via the Site, Application or Services.

“Space” means an area of privately owned or privately licensed property.

“Space Owner” means a Member who creates a Listing via the Site, Application and Services, and represents to have an interest in the listed Space such that they may collect payments for rental or use of the Space. “Space Owners” includes owners, landlords and their agents, including authorized sublessors, as well as Space Owners’ brokers who have been authorized to negotiate and/or collect payment for rental or use of the Space on the owner’s behalf.

“Space-Sharing Agreement” means any agreement between a Space Owner and an Occupant for any use, rental or transfer of any property interest in a Space that was enabled by the Site or Service, whether or not the terms of the agreement are articulated in a license or lease contract.

“Listing” means a page on the site that depicts and describes a Space that is available for use or rental, listed by a Space Owner for Booking via the Site, Application, and Services

“Member” means a person who completes SpaceKraft’s account registration process, including but not limited to Occupants and Space Owners.

“Member Content” means all Content that a Member posts, uploads, publishes, submits, transmits, or includes in their Listing, Member profile or SpaceKraft promotional campaign to be made available through the Site, Application or Services.

“Services” means the Site and any related services provided to Members by SpaceKraft, including assistance by SpaceKraft’s employees, such as communications in-person and/or via phone, email, texts and messages through the Site. It also includes any activities undertaken by SpaceKraft at the request of Members.

“Site” means all webpages in the domain name www.spacekfraft.in, and any related websites under the control of SpaceKraft., including Content, APIs, email notifications, applications buttons, and widgets.

“Tax” or “Taxes” mean any sales taxes, value added taxes (VAT), goods and services taxes (GST), transient occupancy taxes, tourist or other visitor taxes, accommodation or lodging taxes, fees (such as convention center fees) that Accommodation providers may be required by law to collect and remit to governmental agencies, and other similar municipal, state and national indirect or other withholding and personal or corporate income taxes.

# **Using Our Services**

The terms and conditions laid out below set out the use of our Services, including our Site. Information, text, graphics, photos or other materials uploaded, downloaded or appearing on the Site will be collectively referred to as Content. Your use and access of the Services and Content signifies your acceptance of these Terms of Service and agreement to be bound by them and any and all other applicable terms herein referenced.

These Terms of Service refer to the additional terms in our [Privacy Policy Statement](https://www.thestorefront.com/legal/privacy), which also apply to your use of our Services. Our Privacy Policy Statement sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our Services, you consent to such processing and you warrant that all data provided by you is accurate. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information both within and outside of India for storage, processing and use by us. In providing you the Services, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and of your SpaceKraft account, which you may not be able to opt-out from receiving.

## **Conditions of Use**

You hereby agree that you will not:

* Use our website and/or the commercial offering in our website for any illegal or immoral purposes, including but not limited to pornography, drug use, gambling or prostitution, or any other purpose reasonably likely to reflect negatively on SpaceKraft or any Space Owners.
* Use our sites if you are not able to form legally binding contracts, are under the age of 18, or are temporarily or indefinitely suspended from using our sites;
* Upload content or items that are lewd, inappropriate, or of a sexual nature;
* Violate any laws, rights of third party or our policies;
* Change or interfere with other users' listings;
* Upload false, inaccurate, misleading, defamatory, or libelous content (including personal information);
* Transfer your SpaceKraft account or user ID to another party without our consent;
* Distribute or upload spam, unsolicited, or bulk electronic communications, chain letters, or pyramid schemes;
* Distribute viruses or any other technologies that may harm SpaceKraft, or the interests or property of SpaceKraft users;
* Copy, modify, or distribute any content from the SpaceKraft sites, including application code, user-generated content such as listings, and copyright and trademark materials, unless SpaceKraft and any other parties with rights to the content has given you express written consent to do so.
* You will not impair the normal operation of the network;
* You will not try to harm the Website or Applications in any way whatsoever;
* Violate the Covenant Against Circumvention, detailed below.
* You also agree and acknowledge that:

You understand that SpaceKraft may access communications sent or received by you on SpaceKraft’s platform for development, security, quality assurance and other business purposes;

You understand and acknowledge that by booking through SpaceKraft, you agree that SpaceKraft may market your event through its website or its social media accounts. Should you choose to opt out of SpaceKraft’s co-marketing efforts, you may do so by notifying SpaceKraft by emailing support[@spacekraft.in](mailto:info@spacekraft.in) more than 15 days prior to your event.

SpaceKraft may, at any time and without prior notice, remove or disable any users’ access to the site, or any Listing or other user-generated content, for any reason, including content that SpaceKraft, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to our Website, Phone Application or Services.

## **General Covenant Against Circumvention**

By using our Services or by reviewing the information on our site, you agree that you shall not tender or receive rental payments of any kind, directly or indirectly, or enter into any real estate related agreement or transaction that would create or result in a lease, sale or license to use any land or property, with respect to properties found or parties contacted on the SpaceKraft’s website, unless you have done so through SpaceKraft's platform or you have obtained express prior written consent of the SpaceKraft or its authorized agents. This restriction shall survive termination of this agreement for a reasonable period of thirty-six (36) months thereafter.

In the event a user breaches this covenant not to circumvent SpaceKraft, user understands that SpaceKraft would be damaged and suffer lost profits that would be hard to appraise and therefore user acknowledges that SpaceKraft may at its sole discretion elect to hold user responsible for liquidated damages in the form of an indemnification amount which shall be equal to three times the total amount SpaceKraft would have been entitled to had the transaction occurred on its site and in compliance with its rules. User acknowledges that such amounts shall be due immediately upon said breach. Joint and several liability for breach under this provision may apply to any and all users, either Space Owners or Occupants, based on SpaceKraft’s sole discretion and assessment of the conduct of the parties and the circumstances of circumvention.

## **Changes to our Services**

The Services that we provide are always evolving and the form and nature of the Services that we provide may change from time to time without prior notice to you. In addition, we may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally and not be able to provide you with prior notice. We also retain the right to create limits on use and storage at our sole discretion at any time and without prior notice to you.

We make no representations, warranties or guarantees, whether express or implied that our Services or any content on our site is accurate, complete or up-to-date.

## **Accessing our Services**

We do not guarantee that our Services, or any content, will always be available or be uninterrupted. Access to our Services is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our Services without notice. We will not be liable to you if for any reason our Services are unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our Services. You are also responsible for ensuring that all persons who access our Services through your internet connection are aware of these Terms of Service and other applicable terms and conditions, and that they comply with them.

SpaceKraft provides the Service as a platform and its responsibilities are limited to: (i) facilitating the availability of the Site, Mobile Software and the Service to allow Members and Space Owners to transact and communicate one another, and (ii) serving as a limited payment collection agent. SpaceKraft does not take part in Occupants- Landords’ transactions or communications, other than to the limited extent set out in these Terms of Service. Each Member is solely responsible for assessing the suitability of any commercial space it is considering using. SpaceKraft has no control over the quality, suitability or availability of any commercial space, or over the reliability, integrity or conduct of any Member.

If the Platform or this Agreement provides professional information or recommendations (for example, legal, insurance, financial or real estate), such information is for informational purposes only and should not be construed as professional advice. No decision or other action should be made on the basis of such information and no fiduciary or other privileged relationship exists between you and SpaceKraft. SpaceKraft recommends that you seek the advice of a licensed professional qualified to provide advice in such areas.

## **Your account and password**

You are responsible for safeguarding the password that you use to access the Services and for any activities or actions under your password. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. You must treat such information as confidential. You must not disclose it to any third party. SpaceKraft cannot and will not be liable for any loss or damage arising from your failure to comply with the above. We have the right to disable any password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Service.

If you know or suspect that anyone other than you knows your password, you must promptly notify us at [support@spacekraft.in](mailto:support@spacekraft.in)

Your license to use the Services SpaceKraft gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software that is provided to you by us as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by SpaceKraft, in the manner permitted by these Terms of Service.

## **Our Intellectual property rights**

All intellectual property rights subsisting in respect of the Services belong to SpaceKraft or have been lawfully licensed to SpaceKraft for use in connection with the Services. All rights under applicable laws are hereby reserved. You are not allowed to upload, post, publish, reproduce, transmit or distribute in any way any component of the website itself or create derivative works with respect thereto, as the website is copyrighted under applicable laws.

You agree that we are free to use, disclose, adopt and modify all and any ideas, concepts, knowhow, proposals, suggestions, comments and other communications and information provided by you to us (Feedback) in connection with the Services and/or your use of the Services without any payment to you. You hereby waive and agree to waive all and any rights and claims for any consideration, fees, royalties, charges and/or other payments in relation to our use, disclosure, adoption and/or modification of any or all of your Feedback.

## **Your rights**

You retain your rights to any Content you submit, post or display on or through the Services. By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods (now known or later developed).

You agree that this license includes the right for us to provide, promote, and improve the Services and to make Content submitted to or through the Services available to other companies, organizations or individuals who partner with SpaceKraft for the syndication, broadcast, distribution or publication of such Content on other media and services, subject to our terms and conditions for such Content use.

Such additional uses by SpaceKraft or other companies, organizations or individuals who partner with SpaceKraft may be made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Services.

We may modify or adapt your Content in order to transmit, display or distribute it over computer networks and in various media and/or make changes to your Content as are necessary to conform and adapt that Content to any requirements or limitations of any networks, devices, services or media.

You are responsible for your use of the Services, for any Content you provide, and for any consequences thereof, including the use of your Content by other users and our third party partners. You understand that your Content may be syndicated, broadcast, distributed, or published by our partners and if you do not have the right to submit Content for such use, it may subject you to liability. SpaceKraft will not be responsible or liable for any use of your Content by SpaceKraft in accordance with these Terms. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any Content that you submit.

## **Limited liability and warranty**

Please read this section carefully since it limits the liability of SpaceKraft and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors (collectively, the Entities of SpaceKraft). Each of the subsections below only applies up to the maximum extent permitted under applicable law. Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of liability in contracts, and as a result the contents of this section may not apply to you. Nothing in this section is intended to limit any rights you may have which may not be lawfully limited. All Information is for your general reference only. We do not accept any responsibility whatsoever in respect of such information.

Your access to and use of our Services is at your sole risk and is provided "as is", "as available" the services are for your personal use only and the entities of SpaceKraft make no representation or warranty of any kind, express or implied, including, without limitation, any warranties on merchantability or fitness for any particular purpose or non- infringement.

The entire liability of the entities of SpaceKraft entities and your exclusive remedy with respect to the services or otherwise, is re-performance of defective services. In jurisdictions, which do not allow the exclusion or limitation of certain types of liability, our liability will be limited to the maximum extent permitted by law. SpaceKraft does not endorse, warrant or guarantee any material, product or service offered through our services or us. SpaceKraft is not and will not be a party to any transaction between you and any third party.

The Entities of SpaceKraft shall not guarantee or assume any responsibility that:

* The information presented in our Services is accurate, adequate, current or reliable, or may be used for any purpose other than for general reference;
* The information presented in our Services is free of defect, error, omission, virus or anything, which may change, erase, add to or damage your software, data or equipment;
* Messages sent through the internet including in connection with the services will be free from interception, corruption, error, delay or loss;
* Access to the Services will be available or be uninterrupted;
* Use of the Services will achieve any particular result; or
* Defects in the Services will be corrected.

Without limiting the generality of the foregoing, in no event will the Entities of SpaceKraft be liable to you or any other person for any direct, indirect, incidental, special, punitive or consequential loss or damages, including any loss of business or profit, arising out of any use, or inability to use, the information or the services, even if any of the Entities of SpaceKraft has been advised of the possibility of such loss or damages.

You will exercise and rely solely on your own skill and judgment in your use and interpretation of the information and use of the services. You are responsible to ensure that your use of the information and the Services complies with all applicable legal requirements

Without prejudice to the foregoing, if your use of the Services does not proceed satisfactorily and/or where applicable you do not receive appropriate responses to such use from us, as set out in these Terms of Service or otherwise, you are advised to contact us at [support@spacekraft.in](mailto:support@spacekraft.in). No such lack of response shall be deemed to constitute any acquiescence or waiver. The limitation of liability contained in these Terms of Service will apply to the fullest extent permitted by applicable laws.

## **Content**

All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such Content.

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty and you will be responsible for any loss or damage we suffer as a result of your breach of warranty. Any content you upload to our site will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such content for any purpose. We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy. We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our site.

The views expressed by other users on our site do not represent our views or values. We do maintain the right to remove any posting you make on our site if, in our opinion, your post does not comply with our content standards. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. Under no circumstances will we be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Services or broadcast elsewhere.

We may not monitor or control the Content posted via the Services and, we cannot take responsibility for such Content. Commentary and other materials posted on our site should not be interpreted as advice on which reliance should be placed. Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk. We disclaim all liability arising from any reliance placed on such materials by any visitor to our site, and/or anyone informed of any of its contents.

## **Content copyright policy**

SpaceKraft respects the intellectual property rights of others and expects users of the Services to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. If you believe that your Content has been copied in a way that constitutes copyright infringement, please provide us with the following information: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be 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; (iv) your contact information, including your address, telephone number, and an email address; (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and that you are authorized to act on behalf of the copyright owner.

We reserve the right to remove Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you. In appropriate circumstances, we will also terminate a user's account if the user is determined to be a repeat infringer. Our address for notice of alleged copyright infringement appearing on the Services is [support@spacekraft.in](mailto:support@spacekraft.in).

## **Use of the Services**

We reserve the right at all times (but will not have an obligation) to remove or refuse to distribute any Content on the Services, to suspend or terminate users, and to reclaim usernames without liability to you. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms of Service, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of SpaceKraft its users and the public.

We do not guarantee that our Services will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programs and platform in order to access our site. You should use your own virus protection software.

You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, SpaceKraft’s computer systems, or the technical delivery systems of SpaceKraft’s providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by us (and only pursuant to those terms and conditions), (scraping the Services without our prior consent is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, trojan, worm, logic bomb or other material which is malicious or technologically harmful, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services.

We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Services will cease immediately.

## **Associated Links**

You may link to our Services provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our Services in any website that is not owned by you. We reserve the right to withdraw linking permission without notice.

## **Third party links**

The links from the Services may take you to other sites or services and you acknowledge and agree that SpaceKraft has no responsibility for the accuracy or availability of any Information provided by third parties services and websites.

The Services may include advertisements, which may be targeted to the Content or information on the Services, queries made through the Services, or other information. The types and extent of advertising by SpaceKraft on the Services are subject to change. In consideration for us granting you access to and use of the Services, you agree that SpaceKraft and its third party providers and partners may place such advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others.

Links to other websites and services do not constitute an endorsement by us of such websites or services, or the Information, products, advertising or other materials available made available by such third parties.

# **Booking Through SpaceKraft**

## **Space Owners**

If you (“Space Owner”) use the Services on behalf of a company or other organization, you represent and warrant that you are authorized to bind such company or organization to these Terms and to act on behalf of such company with respect to any actions you take in connection with the Services and, in such event, “you” and “your” will refer and apply to that company or other legal entity. If you post listings, accept Occupant’s bookings, or similarly represent that you have an ownership interest in a particular property, you represent and warrant that you possess an ownership interest in that property, or are authorized to act on behalf of someone who possesses such an interest. You agree to respond promptly and completely to requests from SpaceKraft for additional information that SpaceKraft deems necessary to determine your authority to act on behalf of a company or organization. SpaceKraft may suspend or terminate your access to the Services and your account if SpaceKraft has reason to believe that you are not authorized to act on behalf of a company or organization for whom you claim to be acting in connection with the Services.

As a Space Owner, you may create Listings. You will be required to provide information about the commercial space to be listed including location, capacity, size, features, availability of the commercial space, pricing and related rules and financial terms. Unless you specifically request that your Listing(s) be kept offline, your Listing(s) will be made publicly available via our Website, Phone Application and Services. Other Members will be able to book your commercial space via the Website, Phone Application and Services based upon the information provided in your Listing. You understand and agree that once an occupant requests a booking of your commercial space, the price for the booking may not be altered. If you request that your listing be kept offline, SpaceKraft will keep your listing information in its internal database and contact you if your property may be suitable for a particular renter’s needs.

SpaceKraft does not require exclusivity or restrict your opportunities to list your space with any broker or similar online marketing platform. However, in consideration for SpaceKraft’s investment in marketing your space, by creating a Listing with SpaceKraft you agree to adjust your Listing price as necessary to ensure that it is not advertised as available at a lower price for short-term rental on any competing platform for popup retail space.

By creating a Listing you represent and warrant that:

* You have sufficient rights in and to the commercial space to participate in the Service as a Space Owner, and your participation in the Service as a Space Owner will not violate any law or regulations or result in the breach of any agreement between you and any third party, including any lease agreement or other agreement relating to the space;
* Any space you offer for bookings through SpaceKraft is free of any known conditions or defects that would pose a hazard to or risk the safety of any occupant Member;
* Any space you offer for bookings through SpaceKraft is in a safe condition and in compliance with applicable laws, regulations, zoning and building requirements;
* By creating a Listing or booking through SpaceKraft, you are not violating any lease or other agreements relating to space or any building policies, and you are solely responsible for and shall indemnify SpaceKraft against any fines, losses or other liability arising from such violations;
* By creating a Listing or booking through SpaceKraft, you are not violating any applicable laws, tax requirements, rules, and regulations that may apply to any commercial space included in a Listing you post.
* By creating a Listing you agree:
* To respond promptly and completely to renters’ inquiries and questions, as well as requests from SpaceKraft for additional information that SpaceKraft deems necessary;
* To provide accurate and up-to-date information about the commercial space to be listed including location, capacity, size, features, availability of the commercial space, pricing and related rules and financial terms;
* To immediately notify SpaceKraft in writing of any planned work (renovation, shopfitting, landscaping or other) regardless of who is performing and/or the duration of such work, when such work has any impact on the commercial space, including but not limited to work affecting the visibility, area, capacity, availability and/or occupants’ access to the commercial space;
* That you are responsible for any and all Listings you post, and the bookings, occupancies or tenancies that you host.

Please note that SpaceKraft assumes no responsibility for a Space Owner’s compliance with any applicable laws, rules and regulations. SpaceKraft reserves the right, at any time and without prior notice, to limit or disable a Space Owner’s access to the site, including by removing Listings for any reason, such as Listings that SpaceKraft, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to our Website, Phone Application or Services.

You understand and agree that SpaceKraft does not act as an insurer or as a contracting agent for you as a Space Owner. If an occupant requests a booking of your commercial space and occupies your commercial space, any agreement you enter into with such occupant is between you and the occupant and SpaceKraft is not a party thereto. Notwithstanding the foregoing, SpaceKraft serves as the limited authorized agent of the Space Owner for the purpose of accepting payments from occupant on behalf of the Space Owner and is responsible for transmitting such payments to the Space Owner. Each Space Owner is responsible for determining applicable Taxes and for including any applicable Taxes to be collected or obligations relating to applicable Taxes in their Listings.

You acknowledge and agree that, as a Space Owner, you are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals who work at or are otherwise present at the commercial space at your request or invitation. In this regard, if the Space Owner has failed to inform SpaceKraft and the Occupant in writing of the existence of planned work or work in progress at the Space made available on the Platform, and the Space has been booked by said Occupant without knowledge of such planned work or work in progress, the Space Owner agrees to fully refund any License Fee or other sums collected in exchange for the use of the Space (including any Service Fee that the Occupant has paid to SpaceKraft) in the event that said Occupant wish to cancel its reservation for this reason, regardless of the specific terms of the Cancellation Policy that would otherwise apply. SpaceKraft recommends that Space Owners obtain appropriate insurance for their commercial spaces. Please review any insurance policy that you may have for your commercial space carefully, and in particular please make sure that you are familiar with and understand any exclusions to, and any deductibles that may apply for, such insurance policy, including whether or not your insurance policy will cover the actions or inactions of occupants (and the clients the occupants invite to the commercial space, if applicable) while at your commercial space.

By renting your space through SpaceKraft, you agree to carefully document the condition of the space shortly before any renters take occupancy and after they vacate the premises. Failure to document the condition of the space may preclude a space owner's claim against damage deposits or insurance policies.

You further acknowledge and agree that in all Space-Sharing Agreements, you will abide by the Cancellation Policy, Security Deposit Policy, Commonly Restricted Uses Policy.

## **Occupants**

If you (“Occupant”) use the Services on behalf of a company or other organization, you represent and warrant that you are authorized to bind such company or organization to these Terms and to act on behalf of such company with respect to any actions you take in connection with the Services and, in such event, “you” and “your” will refer and apply to that company or other legal entity. You agree to respond promptly and completely to requests from SpaceKraft for additional information that SpaceKraft deems necessary to determine your authority to act on behalf of a company or organization. SpaceKraft may suspend or terminate your access to the Services and your account if SpaceKraft has reason to believe that you are not authorized to act on behalf of a company or organization for whom you claim to be acting in connection with the Services.

By using our Website, Phone Application, Services you agree that:

* You will abide by the terms of the license agreement that you enter into with the Space Owner of any space you book through our site, whether this agreement is SpaceKraft’s Standard License Agreement or a custom lease or license entered into between you and the Space Owner.
* You understand that the information in listings on our site, including photos and other representations, are not guaranteed to be current or accurate. You are advised to arrange a site visit before booking any space to confirm that it meets your needs. SpaceKraft is not responsible for any discrepancy between a Space Owner’s listing and its actual space.
* That in the event that you have visited the Space and have made a booking after the visit, you are deemed to have ensured and agreed that the Space conforms to your needs and expectations, and you agree that any request for cancellation or refund for an alleged non-compliance may be declined by the Space Owner, and such dissatisfaction will not be grounds for cancellation without penalties that may apply based on other provisions of these Terms or any applicable lease or license agreement.
* You will only use the commercial spaces booked through our platform for lawful purposes. You will not use our website and the commercial offering in our website for any illegal or immoral purposes, including but not limited to pornography, drug use, gambling or prostitution, or any other purpose reasonably likely to reflect negatively on SpaceKraft or any Space Owners.
* You will not make excessive noise in the commercial spaces booked through SpaceKraft.
* You will not use SpaceKraft’s commercial Spaces for fraudulent purposes or for creating, processing or storing any unlawful material.
* You will not install, remove or modify any fixtures, equipment, machinery or appliances in the commercial spaces you are booking, unless such removal has been specifically authorized by the Space Owner.
* You are responsible for leaving the commercial Spaces you are booking in a clean and tidy condition, and for removing any garbage or debris that has resulted from your use of the space.
* You will obtain any necessary permits required for your event. You agree and acknowledge that neither the Company nor any Space Owner is responsible for such permits. You agree that you will submit timely applications for such permits and ensure that your event conforms to the requirements and limitations imposed by any applicable permitting process and regulation.
* Neither the Company nor any Space Owner is responsible for any property you may leave behind in a commercial Space you just booked. It is your responsibility to ensure that you have retrieved all of your personal items prior to leaving a commercial Space.
* You may be held liable (and do hereby authorize the Company to charge you) for the repair cost for all damage to the commercial Spaces and items therein during your use thereof.
* You may be held liable (and do hereby authorize the Company to charge you) for any items, which are taken from the commercial Spaces.
* You will not create a nuisance to or trespass upon the adjacent and nearby properties or the property of cotenants to the space you book through SpaceKraft.
* Your use of the commercial Spaces through SpaceKraft constitutes a limited, non-exclusive, non-transferable license on the terms set out herein, unless otherwise agreed-to in a signed, written agreement between you and the Space Owner.
* By submitting an inquiry on our site, you acknowledge and agree that SpaceKraft may, at its sole discretion, undertake additional efforts to help you find a space as part of its concierge service. A SpaceKraft representative may contact you for more information about your event, or may reach out to space owners for space details and availability on your behalf, including space owners with spaces not actively listed on the Site.

# **Cancellation Policy**

## **Cancellations by Space Owners**

After a booking is made with SpaceKraft, a Space Owner may cancel at any time, subject to the following terms:

* Should the Space Owner cancel before the Move-In Date, Space Owner shall refund to the Occupant (i) any and all funds received under this Agreement; (ii) refund to the Occupant SpaceKraft's fee which have been paid by the latter to SpaceKraft.
* It is expressly mentioned that SpaceKraft's fee will be kept by SpaceKraft.
* Should the Space Owner cancel on the Move-In Date or at any time thereafter, it shall only do so with thirty (30) days prior written notice to the Occupant, and Space Owner shall pay to Occupant all of the following: (1) a refund, at a pro rata amount, for all days less than the full term which the Occupant cannot occupy the Space due to the Space Owner’s early termination; (2) a sum recognized as Early Revocation Damages for costs related to the Occupant’s being forced to vacate the premises prematurely, equal to a pro rata amount for all days less than the full term which the Occupant cannot occupy the Space due to the Space Owner’s early termination. This sum will equal the refund required provided in (a) of this Section but paid in addition to the refund; (3) a fee equal to 20% of the total amount due under this agreement to recompense the Occupant of the SpaceKraft’s fee, which shall not be refunded.

## **Cancellation by Occupants**

After a booking is made with SpaceKraft, an Occupant may cancel within twenty-four hours after booking, or any time more than thirty (30) days prior to the Move-In Date, subject to the following terms:

* Should the Occupant cancel thirty (30) days or more in advance of the Move-In Date, Occupant shall be entitled to a 50% refund of it’s License Fee (the amount paid under the booking except for SpaceKraft’s Service Fee).
* Occupants may not cancel less than thirty (30) days before the Move-In date, or after their Move-In Date. They must pay the full License Fee and Service Fee, regardless of whether or not they occupy the space.

It should be noted that the above-referenced cancellation restrictions may not be applicable in certain situations noted in these Terms, including but not limited to cases where the Space Owner has failed to notify the Occupant of planned work or work in progress affecting the commercial viability of the Space.

## **Mutual Cancellation**

After a booking is made with SpaceKraft, an Occupant and Space Owner may mutually agree to cancel the booking at any time. In such cases, any license agreement, lease or similar agreement should be rescinded. All funds transferred as part of the booking should be refunded, except SpaceKraft’s Service Fee, which will be retained by SpaceKraft.

## **Rescission in Special Circumstances**

SpaceKraft reserves the right to allow limited rescission (non-mutual cancellation) of bookings in special circumstances caused by natural disasters, epidemics, political crises, armed conflicts and other instances of *force majeure* or Acts of God.   
SpaceKraft will announce application of this policy and related terms and conditions as such circumstances arise. The temporal or regional applicability of the policy will generally be contingent on the designations provided by government authorities or NGOs. For example, intergovernmental, national, territorial or state-level declarations of States of Emergency may trigger limited application of this policy, under the terms and conditions promulgated by SpaceKraft as such situations arise. The policy may rely on similar crisis designations issued by the World Health Organization (WHO), the Indian Centers for Disease Control and Prevention (CDC), or the United Nations.   
In such special circumstances, SpaceKraft may announce that, pursuant to this policy, any license agreements, lease or similar agreement may be rescinded at the request of one party, and all funds transferred as part of the booking should be refunded. Where applicable, SpaceKraft’s Service Fee may be refunded as well. Notwithstanding the foregoing, SpaceKraft cannot guarantee that Listing Owners will comply with such policies and refund any license fees or deposits that have already been tendered, and SpaceKraft does not warrant such compliance. SpaceKraft will not reimburse Renters for Listing Owner’s failure to refund license fees or deposits in such circumstances.

## **Alternative Cancellation Terms Agreed to by Parties to a Booking**

Notwithstanding the foregoing standard cancellation terms, Occupants and Space Owner can agree to alternative cancellation terms which, if made in writing, shall supersede SpaceKraft’s standard cancellation terms, except with regards to SpaceKraft’s Service Fee. In the event no specific terms to cancellation have been agreed upon in writing by an Occupant and a Space Owner, SpaceKraft’s standard cancellation policy shall govern.

In any case, both Space Owners and Occupants are discouraged from cancelling and SpaceKraft might, at its discretion, disable your account or delist your commercial space following a cancellation.

SpaceKraft has the right to cancel any booking at any time for security or fraud-protection purposes. This is generally due to our fraud-detection processes reporting a problem with the payment card submitted.

# **Default Lease**

SpaceKraft strongly recommends that for all bookings made on its site, Space Owners and Occupants sign a license or lease to structure the terms of their space-sharing agreement. However, should the parties to a Space-sharing Agreement made through SpaceKraft fail to draft and sign a written agreement prior to Move-In, but without either party expressing an intention to cancel the agreement, the terms of the following Default Commercial Space License Agreement shall govern the transaction:

## **DEFAULT COMMERCIAL SPACE LICENSE AGREEMENT**

THIS COMMERCIAL SPACE LICENSE AGREEMENT (this “Agreement”) is for an occupancy to commence on the [Move-In Date as listed in relevant communications on SpaceKraft’s booking platform] (hereinafter “Commencement Date”) and continue until [Move-Out Date as listed in relevant communications on SpaceKraft’s booking platform] (hereinafter “Move-Out Date”) and made by and between Occupant and Owner.

Whereas OWNER, is the legal OWNER of the commercial space in question;

Whereas OCCUPANT wishes to license the Space from OWNER for the following use: [Occupant’s Intended Use as listed in relevant communications on SpaceKraft’s booking platform] (the “Agreed-Upon Use”);

Whereas OWNER wishes to license the Space to OCCUPANT upon the below terms and conditions, for a License Fee of ₹ [Space Owner’s Required Fee as listed in relevant communications on SpaceKraft’s booking platform] Indian Rupees, and with a Security Deposit of ₹ [Space Owner’s Required Deposit Amount as listed in relevant communications on SpaceKraft’s booking platform] Indian Rupees.

Now, therefore, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OCCUPANT and OWNER hereby agree as follows:

1. Occupancy of Space. Starting on the Commencement Date, in consideration of the License Fee, for a period of payable through the SpaceKraft platform. OWNER shall grant OCCUPANT a non-transferable license to use and occupy the Space during the Term (as defined below). The License Fee includes expenses for reasonable use of utilities such as electricity, water, heat, air conditioning and wireless internet, unless OWNER has previously disclosed that any of these utilities is unavailable in the Space or not included in the License Fee.

2. Security Deposit. At the OWNER’s request, OCCUPANT shall remit a “Security Deposit” to the OWNER. The Security Deposit shall be held by OWNER without interest (unless otherwise required by law) and as security for the performance by OCCUPANT of its covenants and obligations under this Agreement, it being expressly understood that the Security Deposit shall not be considered a measure of OWNER's damages in case of Default. Unless otherwise provided by mandatory non-waivable law or regulation, OWNER or its agent may commingle the Security Deposit with other funds. OWNER may, from time to time, without prejudice to any other remedy, use the Security Deposit to satisfy any covenant or obligation of OCCUPANT hereunder. Following any such application of the Security Deposit, OCCUPANT shall pay to OWNER on demand the amount so applied in order to restore the Security Deposit to its original amount. If OCCUPANT has not committed a Default that is continuing at the termination of this Agreement, the balance of the Security Deposit remaining after any such application shall be returned to OCCUPANT. If OWNER transfers its interest in the Space during the term of this Agreement, OWNER may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

3. Reasonable Use of Space. Non-interference with others.

a. The Space may only be utilized for the agreed-upon USE that will be open both to the media and the general public. OCCUPANT shall not perform any work or undertake any other activity in the Space without the prior written consent of OWNER. In no event whatsoever, should OCCUPANT undertake any activity that would or may unreasonably interfere or disturb the use or occupancy of adjacent spaces by OWNER, its invitees or other occupants. OCCUPANT warrants that its Use of the Space shall comply with all applicable laws and regulations. OCCUPANT warrants that it possesses all necessary insurance coverage, including but not limited to Commercial General Liability insurance. OCCUPANT agrees that upon request by OWNER prior to Commencement Date, it shall furnish proof of insurance with a reasonable time.

b. OCCUPANT also agrees that in good faith, it shall reasonably direct its employees, agents and invitees to respect the terms and conditions of this Agreement and not to interfere with the quiet enjoyment of other adjacent spaces by other occupants.

4. Termination and Surrender.

Early Termination (by OWNER). Notwithstanding the foregoing, OWNER has the right to terminate this Agreement, thereby revoking the OCCUPANT’s license to use the Space, at any time, subject to the notice requirements and contractual penalties herein.

Should the OWNER exercise this right thirty (30) days or more in advance of the Commencement Date, OWNER shall refund to OCCUPANT any and all funds received under this Agreement.

Should the OWNER exercise this right less than thirty (30) days before the Commencement Date, OWNER shall refund to OCCUPANT any and all funds received under this Agreement, as well as a fee equal to 20% of the amount due under this Agreement to recompense the OCCUPANT of the SpaceKraft’s fee, which shall not be refunded.

Should the OWNER exercise this right on the Commencement Date or any time thereafter, it shall only do so with thirty (30) days’ prior written notice to the OCCUPANT, and OWNER shall pay to OCCUPANT all of the following: (1) a refund, at a pro rata amount, for all days less than the full term which the OCCUPANT cannot occupy the Space due to the OWNER’s early termination; (2) a sum recognized as Early Revocation Damages for costs related to the OCCUPANT’s being forced to vacate the premises prematurely, equal to a pro rata amount for all days less than the full term which the OCCUPANT cannot occupy the Space due to the OWNER’s early termination. This sum will equal the refund required provided in (a) of this Section but paid in addition to the refund; (3) a fee equal to 20% of the total amount due under this agreement to recompense the OCCUPANT of the SpaceKraft’s fee, which shall not be refunded;

Early Termination (by OCCUPANT). Notwithstanding the foregoing, OCCUPANT has the right to terminate this Agreement at any time prior to thirty (30) days before the Commencement Date.

Should the OCCUPANT exercise this right thirty (30) days or more in advance of the Commencement Date, OCCUPANT shall be entitled to a refund of fifty percent (50%) of funds paid under this Agreement. (Such refund shall not include SpaceKraft’s fee.)

The OCCUPANT shall have no right to cancel after thirty (30) days prior to the Commencement Date.

Surrender. Upon the natural expiration or termination of this Agreement, OCCUPANT shall surrender to OWNER the Space in the same condition existing on the date hereof (subject to reasonable wear and tear), and OCCUPANT shall remove all of its property located in the Space, if any, provided, that upon such termination or expiration, OCCUPANT shall have no right to the property of OWNER.

5. Condition of the Space. OCCUPANT states that it has made a thorough inspection of the Space and agrees to take the same in its condition "as is" as of the date hereof and OWNER shall have no obligation to alter, improve or decorate the Space for OCCUPANT's use and occupancy. OCCUPANT shall not make or allow any alterations, installations, improvements, additions or other physical changes in or about the Space without OWNER' prior consent, which consent may be withheld at OWNER' sole discretion.

6. Access. OWNER and OWNER' agents shall have the right, throughout the Term, to enter any portion of the Space upon prior reasonable verbal notice to OCCUPANT to examine the same, and to make such repairs, alterations, improvements or additions as OWNER may deem reasonably necessary.

7. No Tenancy. OCCUPANT acknowledges that this is a revocable license for a limited use, and nothing in this agreement shall constitute a leasehold interest or tenancy or conveyance of any exclusive possessory interest in the property. OCCUPANT shall not permit any liens to be filed against the Premises for any other cause or reason. In the event liens are filed, then OCCUPANT shall promptly cause the same to be released, bonded or satisfied in full within ten (10) days of the date of such filing.

8. Default. If OCCUPANT shall fail to comply with any of its obligations under this Agreement and such non-compliance continues for more than 5 days after notice by OWNER to OCCUPANT of such non-compliance, or if such non-compliance is of such a nature that it can be remedied but cannot be completely remedied within 5 days, OCCUPANT fails to commence to remedy such non-compliance within 5 days after such notice; or, with respect to any such non-compliance, OCCUPANT, having commenced such remedy within 5 days after such notice, fails to diligently prosecute to completion all steps necessary to remedy such non-compliance within an additional 5 days, then OWNER shall have the right to terminate this Agreement upon notice to OCCUPANT, and ten (10) days following receipt of such notice, this Agreement shall terminate, and OCCUPANT shall immediately quit and surrender the Space as required hereby.

9. No Liability and Hold Harmless. OWNER shall have no liability or responsibility to OCCUPANT, and OCCUPANT shall have no claim against OWNER, for any damage or loss incurred by OCCUPANT with respect to property located in the Space, except as a result of the negligence or willful misconduct of OWNER. Notwithstanding anything to the contrary in this agreement and without prejudice to any other provision of this Section, OCCUPANT agrees to indemnify OWNER against, and hold OWNER harmless from, any loss, cost, expense, claims or demands (including reasonable attorneys' fees) arising (i) by virtue of any accident, damage or injury to persons or property which may be in or upon, or be placed in or upon, the Space, (ii) by reason of occupation of the Space by OCCUPANT, its employees, invitees and agents, or (iii) by reason of OCCUPANT's breach of any of the terms or conditions of this Agreement.

10. Commission. The Parties acknowledge that OCCUPANT was referred to OWNER through www.spacekraft.in and that they are both individually bound by The SpaceKraft’s Terms of Service. OCCUPANT warrants that it has paid, or upon signature of the Contract shall pay, a 10% Service Fee to SpaceKraft. The Parties agree to indemnify, defend and hold the other party and SpaceKraft harmless from and against any claim for other or additional broker's fees or finder's fees asserted by anyone other than by anyone other than SpaceKraft on account of any dealings with OCCUPANT or OWNER in connection with this Agreement, it being the parties’ intention that SpaceKraft is a third party beneficiary of the terms of this Agreement. The Parties also agree in good faith, that during the Term of this Agreement and for a reasonable period of thirty-six (36) months thereafter, the Parties shall not attempt to bypass SpaceKraft, and shall therefore not attempt to contract directly or indirectly, lease, or enter directly or indirectly into any real estate related agreement or transaction with each other that would create of result in a lease, sale or a license to use a commercial space. In the event either Party breaches this specific reasonable covenant not to circumvent SpaceKraft, the Parties understand that SpaceKraft, would be at loss and suffer damages that would be hard to appraise and therefore acknowledge that SpaceKraft may at its sole discretion elect to hold either Party responsible for liquidated damages equal to three times the circumvented Service Fee, paid hereunder and due immediately upon said breach.

11. Waiver. No waiver of any default of OWNER or OCCUPANT hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by OWNER or OCCUPANT shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

12. Notices. All notices in connection with this Agreement shall be in writing, shall be effective upon receipt. Notices shall be delivered only by certified mail, return receipt requested, postage prepaid to the address of the parties as provided in this agreement. Either party may change its notice address upon notice to the other party in accordance with this Agreement.

13. Counterparts; Electronic Signature. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. The Grantee's electronic signature of this Agreement shall have the same validity and effect as a signature affixed by the Grantee's hand.

14. Assignment. This Agreement may not be assigned, transferred or otherwise encumbered by OCCUPANT without the prior written consent of OWNER, nor shall OCCUPANT permit or suffer any other business entity to use or occupy any portion of the Space.

15. Governing Law. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State in which the Space is located.

16. Amendments. This Agreement may be amended or supplemented only by a written instrument duly executed by all of the parties hereto.

17. Severability. If any covenant, condition, provision, term or agreement of this Agreement is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms and agreements of this Agreement, will not be affected by such holding, and will remain valid and in force to the fullest extent permitted by law.

[End]

Both parties to any booking made through SpaceKraft understand and acknowledge that their Space-sharing Agreement is a bilateral contract, made between Occupant and Space Owner, to which SpaceKraft is not a party (although it may be a Third-party Beneficiary). SpaceKraft disclaims all liability arising from or related to any such transactions to the fullest extent permitted by law. Both parties agree and acknowledge that they have carefully read and reviewed the language of the Default Commercial Space License Agreement, and have adopted its language as their own. SpaceKraft disclaims all liability arising from or related to the language of the Default Commercial Space License Agreement, to the fullest extent permitted by law.

# **Security Deposit Policy**

SpaceKraft recommends, but does not require, that Space Owners collect Security Deposits from Occupants after a booking is made but before the Occupant occupies the space. A Security Deposit is intended as security for the performance by Occupant of its covenants and obligations under the parties’ agreement.

Where a Security Deposit is collected, Space Owner agrees and acknowledges that their collection, retention and return of the funds will comply with all applicable laws, rules, and regulations regarding such deposits. Space Owner further agrees and acknowledges Security Deposit shall not be considered a measure of Space Owner’s damages in case of default under the applicable lease or license agreement, unless so provided by the applicable lease or license agreement.

When they tender a Security Deposit as part of a booking through SpaceKraft, Occupant agrees and acknowledges that such deposit will be held without interest, unless otherwise required by law or so provided by the applicable lease or license agreement. Occupant further agrees and acknowledges that unless otherwise provided by mandatory non-waivable law or regulation, Space Owner or its agent may commingle the Security Deposit with other funds.

Form of Deposit. A Security Deposit may be provided in any form agreed to by the parties as part of a Space-Sharing Agreement. Absent any contrary terms in a Space-Sharing Agreement, Space Owners should return such Security Deposit, minus any non-disputed retentions, to the Occupant in the form in which it was originally tendered, or any other form agreed to by the parties.

Return of Deposit. Should a retention be made during the period of occupancy, provided there is no dispute regarding the retention, Occupant shall pay to Space Owner on demand the amount so applied in order to restore the Security Deposit to its original amount. Such payment shall not constitute the waiver of a right to dispute the retention. If Occupant has not committed a Default that is continuing at the termination of the applicable lease or license agreement, the balance of the Security Deposit remaining after any such application shall be returned to Occupant within ten (10) days of the Move-Out Date.

Retention of Security Deposit Funds. Space Owner may, from time to time, without prejudice to any other remedy under the Governing Space-Sharing Agreement, retain a portion or all of the Security Deposit to satisfy any covenant or obligation of Occupant under the applicable lease or license agreement. Upon such a retention, Space Owner agrees to: (1) comply with all applicable laws all applicable laws, rules, and regulations regarding such deposits, (2) notify the Occupant in writing of such retention, with a reasonably detailed description of the reason for such retention, (3) if the Occupant or the SpaceKraft so requests, provide additional documentation or evidence of any claimed damage to the property, fixtures or environs, (4) if the Occupant or SpaceKraft so requests, provide access to the Space in order for the Occupant or SpaceKraft to inspect any claimed damage.

Disputes Related to Security Deposits. If a Space Owner and an Occupant cannot reach an agreement regarding a Space Owner’s claim to a Security Deposit retention, either party may escalate their claim to SpaceKraft for mediation of the dispute. SpaceKraft reserves the right to take action on behalf of an Occupant if a Space Owner’s retention of Security Deposit funds are, in SpaceKraft’s sole discretion, found to be unfair, unsubstantiated, unjust, frivolous or fraudulent. Such action may include limiting or disabling a Space Owner’s access to the site or removing relevant listings. In such cases, Occupants and Space Owners agree to cooperate with and assist SpaceKraft in good faith, and to provide SpaceKraft with such information and take such actions as may be reasonably requested by SpaceKraft, in connection with any Damage Claims or other complaints or claims made by Members relating to Space. Nonetheless, both Space Owners and Occupants agree and acknowledge that any disputes related to Security Deposits ultimately must be resolved between the parties in accordance with the terms of the governing Space-Sharing Agreement, to which SpaceKraft is not itself a party. SpaceKraft disclaims all liability arising from or related to any such transactions to the fullest extent permitted by law.

Transfer of Space Owner’s Interest. If Space Owner transfers its interest in a space during the term of a lease or license agreement booked through SpaceKraft, Space Owner may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit, unless expressly prohibited by the applicable lease or license agreement.

# **Commonly Restricted Uses Policy**

Prior to booking, Occupant agrees to disclose to Space Owner if it intends to use a Space in any manner that is reasonably likely to: (a) cause an unusual disruption in or around the Space; (b) involve unusual risk or liability; (c) might be considered offensive, frightening, or otherwise unusually objectionable to people in and around the Space. Further, Occupant agrees to disclose its intention to feature any of the following uses at its event:

* Application of Tattoos;
* Massages;
* Sale of tobacco and other smoking products;
* Sale or demonstration of weapons of any kind;
* Sale or distribution of alcohol;
* Sale or display of sexually explicit video or multimedia content;
* Sale or display of sex toys;
* Sale or ignition of fireworks or any other explosives;
* Pamphletting, petitioning or other systematic distribution of political messaging;
* “Haunted Houses” and similar events;
* Any activity involving noxious gases or strong-smelling substances;
* Press conferences or other events where a large media presence is reasonably anticipated;
* Concerts, conferences, parties and other events where unusual foot traffic, occupant density, and noise is reasonably anticipated;
* Filming for television, movies or other formal media products;
* Distribution of free goods, services or foods, such as charity events;
* Any activity involving live animals, such as the sales of pets;
* Any form of health care delivery or distribution of pharmaceuticals;
* Thrift sales or similar events featuring the sale of second-hand goods;
* Sales or demonstration of vehicles or heavy machinery.
* SpaceKraft does not discriminate against any Occupant seeking space for lawful purposes. The line items above are not forbidden or discouraged by SpaceKraft; disclosure is only required to ensure that Space Owners can duly comply with any master leases, ordinances, or other use restrictions.

Prior to accepting a Booking, Space Owner agrees to disclose any use restrictions on its Space that are not included on the above list of commonly restricted uses. Should Space Owner fail to disclose any such use restrictions prior to Booking, Space Owner shall be solely responsible for any cancellations and resulting damages.

## **Terms and Conditions related to "Premium" Listings**

For customers who want promote commercial properties for lease or licensing SpaceKraft offers a premium subscription package. A "Premium" Listing Customer is someone who buys a "Premium" Listing Subscription.

A "Premioum" Listing Subscription is only allowed to listings for which it is purchasede. Limitations on property listing, property searching, and member directory searches may apply to "premium" Listing Subscription privileges at any time.

Listings that are within the plan will receive "Premium" exposure; listings that are outside of the plan will gain standard exposure on the company's www.spacekraft.in website. Customer understands that SpaceKraft may cancel, not renew, and/or deny "Premium" Listing Subscription privileges to any person, organization, or group that violates the terms and conditions stated here, in addition to any other remedies, and/or may refuse any or all privileges. Additionally, SpaceKraft has the right to withhold service to any customer or business that owes outstanding fees that are still unpaid and to charge more to reinstate benefits like the "premium" Listing Subscription.

Regardless of the customer's listing activity on www.theSpaceKraft.com, "premium" Listing Subscriptions continue to renew at the current rate. If the customer does not cancel their subscription on the SpaceKraft website before the renewal date, the "premium" Listing Subscriptions will automatically renew to the credit card number or UPI account provided for the initial purchase. The Company retains the right to alter its rates, payment schedules, or invoicing procedures whenever it sees fit. Any such modifications will be promptly announced by the Company. The customer will be charged a prorated change plan cost for the days left in the current billing cycle for any online plan changes they submit, and their subscription rate will be modified starting with the following payment date.

For Premium Members, a membership change will become effective at the end of the period.

As soon as it takes effect, the service will convert the earliest created "Premium" Listing to a Basic Listing up until the Customer reaches the end of their plan or until there are no more listings to convert. Prepaid fees may be subject to adjustment in accordance with current monthly product pricing and subject to adjustment for any incentives or discounts offered for said prepayment.

## **Payment Terms**

The Premium Subscription is a monthly fee paid through our provider. Payment is taken the day the Subscription begins and is active until the corresponding day the next month. Should the Subscription start on a day of the month that does not exist the following month (e.g. 30th or 31st in some months) the Subscription will be live for the period that constitutes a month. e.g. Aug 31st to Sep 30th.

The Subscription is considered to begin the day a Listing Owner upgrades their Free Listing to a paid Listing (Premium Listing) or c) the day the Listing Owner pays for a Subscription.

## **Auto-Renewal**

The Subscription is a monthly recurring fee. This means that the Subscription auto-renews at the end of each month period (see ‘Payment Terms’). Payment will be taken automatically the first day after the month period ends. Subscriptions, including those that were discounted, will auto-renew at the regular price in effect on the date the user Subscribed unless SpaceKraft notifies the User of a price change.

If the User has not cancelled their Subscription or turned off the auto-renew function within the specified time after receiving notice of a price change, the User’s Subscription will auto-renew at the price indicated in the notice.

## **Cancellation**

In order to cancel and not be charged for renewal, the User must cancel before their renewal date. If the User does not cancel, the Subscription will auto-renew as described in the ‘Auto-Renewal’ section. To cancel a subscription, please contact support@spacekraft.in

## **Termination**

Unless otherwise required by Applicable Law, SpaceKraft may immediately terminate these Terms and any applicable Additional Terms or suspend or terminate any SpaceKraft accounts or access to SpaceKraft services. SpaceKraft may terminate a SpaceKraft Account if the User, as a for-profit business, as a matter of policy, discriminates in providing goods or services to people based on sexual preference, race, color, religion, sex, national origin, age or disability. Notwithstanding the foregoing, SpaceKraft may only terminate the Payment Services (as defined in the Payment Terms) in accordance with the Payment Terms.

## **Effect of Termination**

If a SpaceKraft Account is terminated or suspended for any reason: (a) any rights granted under these General Terms will end, (b) the User agrees to immediately terminate and cease use of all Services, (c) SpaceKraft may (but has no obligation to) delete your information and account data stored on its servers and (d) SpaceKraft will not be be liable to the user or any third party for compensation, reimbursement or damages for any termination or suspension of the Services or for deletion of information or account data.

## **Changes to these Terms of Use**

SpaceKraft reserves the right to revise these Terms to better reflect:

* changes to the law,
* new regulatory requirements, or
* improvements or enhancements made to our Services.

If an update affects a User’s use of the Services or their legal rights as a User of SpaceKraft’s Services, SpaceKraft will notify the User prior to the update's effective date by sending an email to the email address associated with the User’s account or via an in-product notification. These updated terms will be effective no less than 30 days from when SpaceKraft notifies the User.

If the User does not agree to updates the SpaceKraft makes, the User should cancel their account and stop using the Services before the updated Terms become effective. Where applicable, SpaceKraft will offer the User a pro-rata refund based on the amount prepaid for Services and the account cancellation date. By continuing to use or access the Services after the updates come into effect, Users agree to be bound by the revised Terms.

## **General Terms Applicable to All Users of the Site or Service**

## **Compliance With All Applicable Laws**

You must use the Site, the Application and the Services in a lawful manner, and must obey all laws, rules, and regulations (“Laws”) applicable to your use of the Site, the Application and/or the Services. As applicable, this may include compliance with domestic and international Laws related to the use or provision of financial services, notification and consumer protection, unfair competition, privacy, and false advertising, and any other Laws relevant to Transactions.

## **Export Regulation Compliance**

You may not use of the Site, the Application or the Services in or for the benefit of a country, organization, entity, or person embargoed or blocked by any government, including those on sanctions lists identified by the [United States Office of Foreign Asset Control (OFAC)](https://www.treasury.gov/resource-center/sanctions), the European Commission, or India. If you are uncertain whether a category of business or activity is restricted or have questions about how these restrictions apply to you, please contact us at support@spacekraft.in. Any transaction you undertake on or via the Site, the Services or the Application is subject to observation and auditing to confirm compliance with these regulations. SpaceKraft may refuse, condition, or suspend any Transactions that we believe may violate these regulations. If we suspect or know that you are using or have used the Site, the Application and/or the Services in a way that violates these regulations, we may share any information related to such activity with the appropriate financial institution, regulatory authority, or law enforcement agency consistent with our legal obligations. This information may include information about you, your Account, and Transactions made through your use of the Services.

## **Indemnity**

You agree to release, defend, indemnify and hold SpaceKraft, our officers, directors, employees, affiliates, agents and representatives harmless from and against any claims, liabilities, damages, actions, costs and expenses (including without limitation reasonable legal fees and litigation expenses), in connection with or arising out of your breach of any of these Terms of Service and/or your use of our website, application, Service. We may, if necessary, participate in the defense of any claim or action and any negotiations for settlement. No settlement, which may adversely affect our rights or obligations, shall be made without our prior written approval. We reserve the right, at our own expense and on notice to you, to assume exclusive defense and control of any claim or action.

## **Severance**

The illegality, invalidity or unenforceability of any provision of these Terms of Service under the law of any jurisdiction shall not affect its legality, validity or enforceability under the laws of any other jurisdiction nor the legality, validity or enforceability of any other provision.

## **Several users**

If there are two or more persons adhering to these Terms of Service as Member, their liability under the Terms of Service is joint and several, and their rights are joint. Waiver: No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## **Assignment**

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

## **Termination**

The Terms of Service will continue to apply until terminated by either you or us as follows in our discretion and without liability to you, with or without cause, with or without prior notice and at any time.

You may end your agreement with us at any time for any reason by deactivating your accounts and discontinuing your use of the Services. You do not need to specifically inform us when you stop using the Services.

We may suspend or terminate your accounts or cease providing you with all or part of the Services at any time for any reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms of Service or (ii) you create risk or possible legal exposure for us; or (iii) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account. In all such cases, any provision of these Terms of Service that expressly or by implication is intended to come into or continue in force on or after termination of this agreement shall remain in full force and effect.

Nothing in this section shall affect our rights to change, limit or stop the provision of the Services without prior notice, as provided above in clause “Changes to Our Services”. Please note that if your SpaceKraft Account is cancelled, we do not have an obligation to delete or return to you any Content you have posted to the Site, Application and Service, including, but not limited to, any reviews or Feedback. If you or we terminate this Agreement, the clauses of these Terms that reasonably should survive termination of the Agreement will remain in effect.

## **Third party beneficiary**

These SpaceKraft Terms of Service shall not confer any rights or remedies upon any third party person or entity other than the parties.

## **Notices**

Unless provided otherwise by Law, any notices or other communications referred or required in these Terms of Service, shall be in writing and given by SpaceKraft (i) via email to the email address provided to us (the date of receipt being deemed to be the date on which such email was transmitted) or (ii) by online post to the site or mobile application.

## **Controlling Law**

Any action, claim, dispute or difference arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination (Dispute) shall be governed by and construed in accordance with the laws of India and the courts in Bengaluru shall have exclusive jurisdiction over Disputes arising out of this Agreement. Notwithstanding anything contained herein, SpaceKraft, shall not be restricted or withheld from instituting proceedings in courts/ tribunals of any jurisdiction other than Bengaluru that it may in its sole discretion deem appropriate and convenient.

## **Disclaimers**

IF YOU CHOOSE TO USE THE SERVICE, YOU DO SO AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT SPACEKRAFT DOES NOT HAVE AN OBLIGATION TO CONDUCT BACKGROUND CHECKS ON ANY MEMBER, INCLUDING, BUT NOT LIMITED TO, OCCUPANTS, SPACE OWNERS, BUT MAY CONDUCT SUCH BACKGROUND CHECKS IN ITS SOLE DISCRETION. THE SERVICES, COLLECTIVE CONTENT ARE PROVIDED “AS IS”, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING SPACEKRAFT EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. SPACEKRAFT MAKES NO WARRANTY THAT THE SERVICES, COLLECTIVE CONTENT, INCLUDING, BUT NOT LIMITED TO, THE LISTINGS OR ANY COMMERCIAL SPACES, WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. SPACEKRAFT MAKES NO WARRANTY REGARDING THE QUALITY OF ANY LISTINGS, COMMERCIAL SPACES, THE SERVICES OR COLLECTIVE CONTENT OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY COLLECTIVE CONTENT OBTAINED THROUGH THE SERVICE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM SPACEKRAFT OR THROUGH THE SERVICE OR COLLECTIVE CONTENT, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICE AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY SPACE OWNERS OR OCCUPANTS. YOU UNDERSTAND THAT SPACEKRAFT DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SITE, APPLICATION OR SERVICE OR TO REVIEW OR INSPECT ANY COMMERCIAL SPACES.

SPACEKRAFT MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SITE, APPLICATION OR SERVICE OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF THE SITE, APPLICATION OR SERVICE.

YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE, APPLICATION OR SERVICE AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, APPLICATION OR SERVICE, INCLUDING, BUT NOT LIMITED TO, OCCUPANTS, AND SPACE OWNERS, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON REGARDLESS OF WHETHER SUCH MEETINGS ARE ORGANIZED BY SPACEKRAFT.

NOTWITHSTANDING SPACEKRAFT’S APPOINTMENT AS THE LIMITED AGENT OF THE SPACE OWNERS FOR THE PURPOSE OF ACCEPTING PAYMENTS FROM RENTERS ON BEHALF OF THE SPACE OWNERS, SPACEKRAFT EXPLICITLY DISCLAIMS ALL LIABILITY FOR ANY ACT OR OMISSION OF ANY OCCUPANTS OR OTHER THIRD PARTY.

## **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU ACKNOWLEDGE AND AGREE THAT, NEITHER SPACEKRAFT, ITS OFFICERS, DIRECTORS, AFFILIATES, AGENTS AND REPRESENTATIVES, NOR ANY OTHER PARTY INVOLVED WITH THE SITE, APPLICATION, SERVICES, SHALL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE 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, APPLICATION, SERVICES OR COLLECTIVE CONTENT, FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SITE, APPLICATION, OR SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, APPLICATION, SERVICES, OR FROM YOUR LISTING OR BOOKING OF ANY POPUP SPACE VIA THE SITE, APPLICATION AND SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SPACEKRAFT 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.

IN NO EVENT WILL SPACEKRAFT'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND YOUR USE OF THE SITE, APPLICATION AND SERVICES INCLUDING, BUT NOT LIMITED TO, FROM YOUR LISTING OR BOOKING OF ANY SPACE VIA THE SITE, APPLICATION AND SERVICES, OR FROM THE USE OF OR INABILITY TO USE THE SITE, APPLICATION, SERVICES, EXCEED THE AMOUNTS YOU HAVE PAID OR OWE FOR BOOKINGS OR LEASING A SPACE VIA THE SITE, APPLICATION AND SERVICES, IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO SAID POTENTIAL LIABILITY, OR AS THE CASE MAY BE THE AMOUNTS PAID BY SPACEKRAFT TO YOU IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, IF NO SUCH PAYMENTS HAVE BEEN MADE, AS APPLICABLE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE MATERIAL CONDITIONS OF THE BARGAIN FOR EXCHANGE BETWEEN SPACEKRAFT AND YOU.

## **Languages**

In case of discrepancies between the English and other foreign language versions of these Terms of Service and contents of this site, the English version shall prevail.

## **Contacting Us**

If you have any questions, requests or inquiries on or related to this Agreement, please contact SpaceKraft at support@spacekraft.in

## **Feedback**

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Service (“Feedback”). You may submit Feedback by emailing us at support@spacekraft.in. You acknowledge and agree that all Feedback will be the sole and exclusive property of SpaceKraft and you hereby irrevocably assign to SpaceKraft and agree to irrevocably assign to SpaceKraft 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.