

TERMS OF SERVICE

Welcome to Pryme Space! We want to thank you for using our platform and have provided this Terms of Service ("Terms") as a guide for your use.

When the Terms mentions "Pryme Space," "we," "us," and "our," it refers to Pryme Space, Inc., the company with whom you are forming a contract. We are located at 2 North First St, 5th Floor, San Jose CA 95113.

This Pryme Space Terms of Service ("Terms") is a legally binding agreement ("Agreement") between Pryme Space and the person or entity ("user" or "you") that registered with Pryme Space. This Agreement describes the terms and conditions that apply to your use of the Pryme Space marketplace to book or list spaces or other services through our website or apps, and governs your hosting spaces for other users; and establishes the obligations owed between you and Pryme Space, and between you and other users.

1. General Terms

1.1. Services

1.1.1. Platform Services. Pryme Space is a marketplace provider that offers various different services to its users. The two types of Pryme Space users are: 1) Renter (our users who use Host and/or Vendor Services); and 2) Hosts (our users who offer Host Services to Renter). Pryme Space connects them all through the Pryme Space Platform ("Platform") which is the online marketplace that allows our users to connect, communicate, and transact with each other directly through "Holdings." We are continuously improving the Platform for all users and reserve the right to make changes in our discretion. Changes we make to the Platform, including discontinuing certain features, affect all users and we try to minimize disruption to users. However, these changes may affect users differently. We are not responsible if any specific changes we make to the Platform adversely affect how you use them.

1.1.2. Host Services. Hosts may use our Platform to offer a specific location, room, site, or other area (a "Space") and related services to a Renter to use for a specific time and purpose (an "Event") using our Platform. The details of each Space, including its availability, holding price, additional fees, rules, and other terms are provided in a "Listing." Please note, Pryme Space does not own, lease, or control the Spaces listed, and does not make decisions surrounding whether to accept a Holding. In addition, Hosts may provide goods or services for an Event at an additional cost

("Host Add-Ons"). Hosts are solely responsible for their Spaces, Listings, and Host Services.

- 1.1.3. Vendor Services. Vendors may use our Platform to offer specific products or services to supplement a Renter's Event. For example, the supplying of catered food during an Event is a Vendor Service. Please note, Pryme Space does not offer, lease, rent, provide, or control any of the Vendor Services. Vendors are solely responsible for their Vendor Services.

- 1.2. Using Our Services

- 1.2.1. Eligibility. You must be at least 18 years of age and able to enter into legally binding contracts in order to access and use the Platform, create an account, or utilize any of the Services. By using the Platform and our Services, you represent and warrant that you meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Platform. You represent that you will comply with all export control laws in your local jurisdiction.
- 1.2.2. Third Party Services and Content. Our Platform is made available to you in connection with the offering of third party services that Pryme Space does not control. Pryme Space does not endorse any such third party services and in no event shall Pryme Space be liable or responsible for any third party services or third party services providers (like Hosts or Vendors).
- 1.2.3. Planning an Event. Our Platform allows users to connect to third-parties to plan Events. Users control the availability, quality, and terms of their Listings, Host Services, and Vendor Services. It is your responsibility to evaluate each Renter, Host, and Vendor with whom you choose to contract, communicate, or otherwise interact. Pryme Space is not responsible for the content posted by our users, nor are we responsible for the quality of Spaces, Host Services, or Vendor Services offered. We do not assume any responsibility for the confirmation of any user's identity, however, notwithstanding the foregoing, and as permitted by applicable laws, we may, but have no obligation to, take efforts to verify the identity of users and/or screen them against public and private databases for the purposes of preventing fraudulent activity and providing a safe transacting community.
- 1.2.4. Holdings. When users enter into Holdings with one another (e.g. when a Host confirms a Holding request from a Renter or when a Renter reserves Vendor Services for an Event), they enter into a contract directly with one another. Pryme Space does not become a party to the contract between users. Pryme Space is not acting as an agent for any user, except for as specified in Section 3.2 (Using Concierge Services) and Section 1.4 consent to receive marketing communications as a condition of (Appointment of Pryme Space as a Limited Collection Agent). Users are

prohibited from using the Pryme Space platform to facilitate contracts outside of the Platform.

- 1.2.5. Communication With Pryme Space. You agree that Pryme Space may contact you by telephone, text messages or SMS (including by an automatic telephone dialing system), through electronic messaging on the Platform, or via email at any of the communication methods provided by you or on your behalf in connection with your Account, including for marketing purposes. You understand that you are not required to provide purchasing any goods or services, and you may opt out of those marketing communications at any time. You specifically consent to receive communications related to your Account through text messages, SMS, or other communications sent to your mobile device ("Mobile Notifications"). Standard mobile rates will apply for any Mobile Notifications you receive. You may stop receiving these Mobile Notifications at any point by responding to such message with "STOP" or following the instructions included in a message. However, if you do so, you may miss critical messages related to your Account. We are not responsible for and disclaim all liability for all harm or losses caused by disabling Mobile Notifications. Please contact us if you experience issues when attempting to stop Mobile Notifications.
- 1.2.6. Communications With Other Users. The Platform allows you to communicate with other users without disclosing sensitive personal contact information. You may use the Platform only as permitted in this Terms. You may not use the Platform to send messages that are unwanted or unrelated to Holding a Listing through the Platform, harass or attempt to market other services to users, or to solicit and/or send spam. We are not responsible for, and disclaim all liability resulting from, any losses or harm to you resulting from sharing personal or sensitive information with other users, or communicating or engaging with users outside of the Platform. More information regarding appropriate communications conduct when using Pryme Space is included in our Community Guidelines. Pryme Space, at its sole option and without notice or any obligation to do so, may from time to time (i) remove communications among users which contain or share personal contact information, or (ii) suspend or terminate the accounts of users that share personal contact information.
- 1.2.7. Compliance with the Law. You will comply with all Laws applicable to your use of the Space, Host Services, Platform Services (including use of the Platform), Vendor Services, and Concierge Services, whether as a Host, Renter, or Vendor. While we may provide information to help you understand certain obligations of using various Services, we are not authorized to provide and do not provide any legal advice. If you are

unsure how to comply with Laws, you should seek legal advice related to Listing or Holding a Space. As used in this Terms, “Laws” means all applicable federal, state, local, and other governmental laws, regulations, ordinances, codes, rules, court orders, and all recorded and unrecorded private contract, restrictions, covenants and other agreements.

- 1.2.8. Contractual Disputes Between Users. Pryme Space may facilitate the resolution of disputes between users, but does not become a party to any contract by doing so. We are not responsible to you or any third party for providing, or for the condition or nature of, any Space, Host Services, or Vendor Services. Hosts, Renter, and Vendors are independent third-parties and are not affiliated, controlled by, or employed by Pryme Space. Hosts and Vendors set their own prices, use their own facilities and resources, and may condition use of Spaces or Vendor Services as they feel is appropriate for their business. For more on Dispute Resolution, see Section 4 (Dispute Resolution).

1.3. Your Account

- 1.3.1. Registration. Before using the Platform or Services, you must create an account with Pryme Space (“Account”) and provide us with information about yourself or your company. If you are registering on behalf of a legal entity, you represent and warrant that you have the authority to legally bind that entity and grant all rights, permissions, and licenses contained in this Terms or any other applicable terms. Misrepresenting your affiliation or association with an entity may result in immediate termination of your Account, ineligibility to participate in any of our Services, monetary damages, and reporting to the appropriate legal authority.
- 1.3.2. Account Security. You will be required to provide an email address and password to keep your Account secure (“Credentials”) and agree to keep your Credentials private and secure. You are responsible for any actions associated with your Account whether or not authorized. You are solely responsible for the actions or communications of your employees, representatives, hires, or agents (“Agents”). We are not responsible for and disclaim all liability for use of your Account by your Agents. You may not assign or transfer your Account to another party without our prior written consent.
- 1.3.3. Account Updates. We may ask that you update your Account or provide additional or different information at any time. This includes requiring additional details about Spaces or payment information. You are required to update all Account information necessary to maintain compliance with this Terms, including but not limited to maintaining proper contact information and payment information.
- 1.3.4. Account Termination By You. You may terminate your Account at any time by notifying us. You are responsible for all activity associated with

your Account made before it is closed including: (i) payment of Fees, Taxes, Fines or other charges; (ii) providing use of Spaces to Renter as previously Booked; or (iii) other liabilities caused by or resulting from the use of the Platform or Service. We may retain Content and continue to display and use any public Content (including comments or reviews of Spaces) after your Account is terminated. Termination of your Account does not terminate any contractual arrangements you have with third parties, including any obligations to government entities for tax purposes.

1.3.5. Account Termination By Us. We may suspend your Account--including your ability to communicate with other users, receive payments, or complete Holdings--or terminate this Terms and your Account at any time and based on our sole discretion without limitation. We are likely to terminate your account if (i) we believe that use of your Account poses a risk to Pryme Space, you, other users, or third parties; (ii) there is evidence of actual or potential fraud by you or on your behalf; (iii) you fail to respond to communications from us or other users; or (iv) you fail to comply with this Terms and associated policies including the Community Guidelines and Cancellation Policy or applicable Law.

1.3.6. Survival. Upon termination of this Terms or any agreement between you and Pryme Space, the clauses of this Terms that reasonably should survive termination will remain in effect.

1.4. Fees and Taxes

1.4.1. Fees and Payments. You understand that Pryme Space may initiate charges to you for the goods or services you receive. By using our Services, you authorize Pryme Space to receive and/or enable your payment of applicable charges for the goods or services (including third party services like Host Services and Vendor Services) obtained through your use of the Platform and Platform Services.

You acknowledge and accept that, as between you and Pryme Space, Pryme Space may revise charges for any services obtained through use of the Platform at any time in Pryme Space's sole discretion. Pryme Space will make reasonable efforts to inform you of the charges incurred through your use of the Platform Services, but you shall be responsible for all charges incurred under your Account regardless of your awareness of such charges. The charges you incur may be owed directly to third party service providers (like Hosts and/or Vendors), and Pryme Space will collect those charges from you, on the third party's behalf as their limited collection agent, and payment of such charges by you will be considered the same as if made directly by you to the third party service provider. Pryme Space reserves the right to otherwise collect payment from you and pursue any remedies available to Pryme Space in circumstances in which you are deemed liable or owing for any unpaid fees, damages,

finest or other sums for which you are responsible, as decided by Pryme Space in its sole discretion and in accordance with this Pryme Space Services Agreement, the applicable policy set by Pryme Space, and/or the terms of the Holding Agreement mentioned in the Listing.

- 1.4.2. **Fees Charged by Pryme Space.** Pryme Space charges services fees to its users in exchange for use of the Platform Services or for providing Concierge Services. Hosts are charged Host Fees; Renter are charged Renter Fees, and Vendors are charged Vendor Fees (collectively “Service Fees”). Service Fees are described in more detail on our Fees. All applicable Service Fees and Taxes will be displayed to the applicable user prior to completion of a Holding. Pryme Space reserves the right to alter or amend its fees at any time and such changes will become effective after reasonable notice has been given.
- 1.4.3. **Host Charges and Additional Fees.** A Holding provides a limited use of a Space or Vendor Service as described in the Listing and Holding Agreement, if applicable, for which the Host charges a fee (the “Holding Price”). A Host may sometimes also charge a Cleaning Fee in association with the use of a Space. If the Host offers Host Add-Ons in a Holding, the Host may also charge a Host Add-On Fee. If you use a Space or Vendor Services beyond that specified in your agreement with another user you will be responsible for payment of additional Fees (“Additional Fees”) as described on the Fees. Additional Fees are determined based on the factors described in the Listing. As a Renter, you are solely responsible for any damage done to the Space or the Amenities by anyone attending or working at your Event. Hosts must notify us within 72 hours of a Renter exceeding the permitted use of the Space and specifically request payment of Additional Fees. Users agree that Pryme Space may, in its sole discretion, determine whether a Host is entitled to receive Additional Fees in accordance with this Pryme Space Services Agreement, the applicable policy set by Pryme Space, and/or the terms of the Holding Agreement between the Renter and Host mentioned in the Listing.
- 1.4.4. **Prepaid Fees.** Certain Holdings may require you to provide a portion of prepaid Fees or a refundable amount (“Deposit”) in advance. All Fees and Deposits, as applicable, will be identified prior to completing your Holding. If held by Pryme Space, at our option, Deposits may be credited to your Holding or returned when the Space is returned in acceptable condition and free of any material damage. While we may facilitate the collection of Fees and Deposits for Hosts, once remitted to Hosts, we are not responsible for the return of Fees or Deposits to Renter, where applicable.
- 1.4.5. **Taxes and Fines.** You are solely responsible for payment of all taxes, levies, penalties, and other costs imposed by any taxing authority or

government agency related to Listing or Holding Spaces or Vendor Services including any sales or occupancy tax, indirect taxes such as valued added tax (VAT) or goods and services tax (GST), usage or permitting fees, duties, and other taxes imposed by municipalities, states, or governments through regulation, ordinance, law, or judicial or regulatory interpretation (collectively "Taxes"). Except as required by Law, Pryme Space will not calculate, track or pay Taxes or submit Tax reporting on your behalf. You are responsible for all Taxes owed for Holding or Listing a Space, or providing or using Vendor Services including, without limitation, accurate calculation of Taxes due, timely remittance of Taxes to the appropriate taxing authority and maintenance of any required records and accounts. If any taxing authority demands that we pay such Taxes on your behalf, you are immediately liable to us for such Taxes and will reimburse or pay Pryme Space for such Taxes upon demand. You are also responsible for any penalties arising from your failing to comply with this Terms including those issued by regulatory or taxing authorities, law enforcement, fire code or safety agencies, or other third parties; or that may be issued by us for losses we or users incur that are based on your failing to comply with this Terms or misuse of the Platform, Services, Space, or Vendor Services (collectively, "Fines"). You understand and agree that Pryme Space does not provide you with any advice or guidance of any kind or nature regarding Taxes and that you have been advised to consult with your tax advisor for any required advice or guidance regarding Taxes.

- 1.4.6. Payment. You will timely and fully pay any Fees, Deposits, Taxes, Fines, or other amounts you owe under this Terms. If you owe amounts and we are unable to receive payment through the Platform for any reason, then we may require that you pay through other means (such as direct debit, wire transfer, or cashiers' check). We may set-off any amounts owed to us through collection of funds that would otherwise be payable to you through the Platform. You are responsible for any costs or expenses associated with our recovering Fees, Taxes, or Fines owed, including our attorneys' fees or expenses. In our discretion, any late payments of more than 7 days may incur a late charge of up to ten percent (10%) and accumulate interest of ten percent (10%) per month until delinquency is resolved. We may use any legal means available to us to collect delinquent payments, including collections agencies or court filings.
- 1.4.7. Payment Processing. Acceptance and payment of funds between users or Pryme Space on the Platform ("Payment Processing") is provided by XXXX. Your use of Payment Processing is subject to the XXXX Connected Account Agreement that includes the XXXX Services Agreement as may be modified by Stripe from time to time (collectively,

the “XXXX Agreement”). As a condition using Payment Processing, you must provide accurate and complete information about you and your business and you authorize us to share this information to XXXX. All bank and credit card information is sent directly to and stored with XXXX using their security protocols. Pryme Space does not store your payment information on its systems and shall not have any responsibility for the safety or security of that information. Your use of Payment Processing is conditioned upon your compliance with the XXXX Agreement, and if the XXXX Agreement is terminated by XXXX you may not be able to use the Platform, or have your Account suspended or terminated. We may change or add other payment processing services at any time upon notice to you, which may be subject to additional terms or conditions.

- 1.5. Appointment of Pryme Space as a Limited Collection Agent.
 - 1.5.1 Each user (such as Hosts, Vendors, or Renter who facilitate certain transactions through our Platform) who collects payment for services provided via the Platform (“Collecting User”) hereby appoints Pryme Space as the Collecting User’s payment collection agent solely for the limited purpose of accepting funds from other users purchasing such services (“Paying User”).
 - 1.5.2 Each Paying User acknowledges and agrees that, notwithstanding the fact that Pryme Space is not a party to the agreement between you and the Collecting User, Pryme Space acts as the Collecting User’s payment collection agent for the limited purpose of accepting payments from you on behalf of the Collecting User. Once a Paying User makes payment of funds to Pryme Space, the Paying User’s payment obligation to the Collecting User for the agreed upon amount is extinguished, and Pryme Space is responsible for remitting the funds to the Collecting User in the manner described in this Terms, which constitutes Pryme Space’s agreement with the Collecting User. In the event that Pryme Space does not remit any funds, the Collecting User will have recourse only against Pryme Space and not the Paying User directly.
 - 1.5.3 Each Collecting User agrees that payment made by a Paying User through Pryme Space shall be considered the same as a payment made directly to the Collecting User. The Collecting User will provide the purchased services to the Paying User in the agreed-upon manner as if the Collecting User has received the payment directly from the Paying User. Each Collecting User agrees that Pryme Space may refund the Paying User in accordance with this Terms (including all applicable terms referenced herein) and each Collecting User understands that Pryme Space’s obligation to pay the Collecting User is subject to and conditional upon successful receipt of the associated payments from Paying User. Pryme Space shall be obligated to make payments to Collecting User

only for such amounts that have been actually received by Pryme Space from Paying User in accordance with this Terms. In accepting appointment as the limited payment collection agent of the Collecting User, Pryme Space assumes no liability for any acts or omissions of the Collecting User.

2 Platform and Service

2.1 Using the Platform

2.1.1 **Access:** You are responsible for making all arrangements necessary for you to have access to the Platform and for ensuring that all persons who access the Platform through your Internet connection are aware of and abide by all applicable terms, including this Terms. Pryme Space may require additional conditions or requirements to access and use the Platform, or specific areas or features of the Platform, at any time and for any reason. Access to or use of certain features of the Platform may be subject to additional policies or guidelines or may require you to accept additional terms and conditions. In the event of a conflict between the Terms and the additional terms and conditions for a specific area of the Platform, the latter terms and conditions will take precedence with respect to that specific area of the Platform, unless otherwise specified.

2.2 Ownership, License, and Restrictions

2.2.1 **Pryme Space's Intellectual Property.** Pryme Space owns all rights, titles, and interests in the Platform and Services, and all intellectual property embodied or contained in them (individually and collectively, "IP"). IP includes all registered or potential patents, copyrights, trademarks, trade secrets, and other proprietary rights. Through your Account, we grant you a limited, temporary, revocable, non-transferable, non-exclusive license to use the Platform and Service for the purposes described in this Terms and only as provided to you through the Platform. This license does not constitute a transfer of ownership or grant you any additional rights to use the IP. You may not register, claim ownership in, or sublicense the Platform, Services, or IP; use the Platform, Service, or IP in violation of this Terms or Laws; or reverse engineer or copy all or any portion of the Platform, Service, or IP (except as expressly permitted). We may suspend or close your Account and pursue legal action against you if we believe or determine that your use of the Platform, Service, or IP exceeds the scope of this grant; or that you are attempting to hack or disrupt the use of the Platform, Service, or IP by others; or that you are otherwise interfering with the normal operation of the Platform or Service.

2.2.2 **Use of Pryme Space's IP.** We may provide you logos or other digital media ("Logos") to help you advertise your Space to potential Renter. Where provided, you agree to use Logos only to advertise your Space. You may not use any Logos, the Platform, or the Service for any unlawful

or competitive use or in a manner that harms or tarnishes the Pryme Space brand or reputation; and you are prohibited from modifying or using Logos in any manner that is inconsistent with our authorization or guidelines. We may terminate your right to use any Logos in our discretion upon notice to you in which event you shall cease using any such Logos.

- 2.2.3 Third-Party Rights. Some features of the Platform are services provided by third parties. For example, the map feature may be provided by Google Maps. Your use of those features is subject to that company's Terms of Use. If you click on a link to third-party sites or services you will be directed to a site or service we do not control, and may be subject to different terms and conditions.

2.3 Prohibited Uses

- 2.3.1 You agree not to use our Platform and Services: (a) In any way that regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries); (b) For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise; (c) To send, knowingly receive, violates any applicable federal, state, local or international law or upload, download, use or re-use any material which does not comply with the Content Standards; (d) To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation; (e) To impersonate or attempt to impersonate Pryme Space, a Pryme Space employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing); (f) To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of our Platform, or which, as determined by us, may harm Pryme Space or users of our Platform or Services, or expose them to liability.
- 2.3.2 Additionally, you agree not to: (a) Use our Services in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Services, including their ability to engage in real time activities through the Services; (b) Use any robot, spider or other automatic device, process or means to access the Services for any purpose, including monitoring or copying any of the material on the Platform; (c) Use any manual process to monitor or copy any of the material on the Platform, or for any other unauthorized purpose without our prior written consent; (d) Use any device, software or routine that interferes with the proper working of our Services; (e) Introduce any viruses, trojan horses, worms, logic bombs or other material which is

malicious or technologically harmful; (f) Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of our Platform or Services; (g) Attack the Platform via a denial-of-service attack or a distributed denial-of-service attack; (h) Act in a manner that is damaging to Pryme Space's reputation and/or goodwill; (i) Scan, probe, test the vulnerability of the Platform or any network connected to the Platform; (j) Directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from Pryme Space; (k) Directly or indirectly conduct, promote, or facilitate business in countries and/or with nationals or members of governments that are subject to U.S. embargoes or trade sanctions; (l) Export items, Content, or materials to prohibited parties or countries, as identified in applicable export and import regulations; or (m) Otherwise attempt to interfere with the proper working of the Services.

2.4 Content on the Platform

- 2.4.1 Posting Content. When creating or using the Platform and Services, you may be asked to or may voluntarily provide information about yourself, a Space, a Host Service, a Vendor Service, comments, or other information including text, images, or videos (collectively, "Content"). You represent and warrant that you are authorized to provide Content to the Platform and that any Content you provide does not violate the proprietary or privacy rights of a third party. You may not provide any Content that is copyrighted by third parties without their express permission. You grant Pryme Space a fully-paid, worldwide, non-exclusive, perpetual license to use, copy, transmit, distribute, modify, publicly display, and sublicense any Content you provide to us. This grant includes our ability to use any Content for both internal use (such as analysis to improve the Platform or Services) or external use (such as in marketing or online advertising). If you cannot provide us the above grant then you may not provide Content to us. You agree to indemnify, defend and hold us harmless for any damages or losses based on third-party claims that Content violates proprietary or privacy rights.
- 2.4.2 Accuracy of Content. You will only provide Content to us that you own or have authorization to provide, and ensure that Content is accurate and complete. You must keep any Content current. We reserve the right, but shall not be obligated, to use public and private data sources to validate the accuracy of any Content. This may include validating your identity or business information, or verifying information about Spaces. You will provide us any additional information to verify the accuracy or completeness of any Content that you provide and we may condition your use of the Platform or Service on our ability to verify the accuracy and

completeness of this Content. If you do not provide required Content to us when we request it, we may suspend or terminate your Account, cancel any Holdings you have made or received, withhold payment, and/or impose and collect Fines.

- 2.4.3 Prohibited Content. You may never post any Content that (i) is defamatory, obscene, profane, or pornographic; (ii) is abusive, harassing, or disrespectful of other users; (iii) violates applicable Laws, including those prohibiting discrimination, false advertising, privacy, or unlawful marketing; (iv) is intended to deceive or mislead, is false or inaccurate, or misrepresents the nature or condition of a Space; (v) contains marketing or promotional content unrelated to the details of a Space; or (vi) includes sensitive personal information, including payment, contact information, or personal account details. You will not knowingly or negligently provide any Content that contain viruses, Trojan horses, and other harmful content (collectively, "Viruses"). While we attempt to identify any Viruses, we are not liable for and disclaim all responsibility for ensuring that Content is free from Viruses.

2.5 DMCA Notices

- 2.5.1 If you believe that any Content posted violates your copyright, please notify us at legal@PrymeSpace.com. This notice should identify the specific Content and provide us with evidence of your ownership of the copyright or authorization to enforce the rights of the copyright owner. We will internally review alleged violations but may not send you a response each time notifying you of the results of our review. Any information you provide to us may be shared with other users, third parties, or law enforcement to help assess the claim of infringement or remove infringing content. We will remove any content we determine to be infringing consistent with our obligations under the Digital Millennium Copyright Act (DMCA).

2.6 Feedback

- 2.6.1 We appreciate any ideas, suggestions, or feedback you voluntarily provide to help us improve the Platform or Services ("Feedback"). Any Feedback you provide us is ours to use, register, modify, monetize, and otherwise use. You grant us all title and interest in any Feedback you provide to us and, if necessary, agree to assist us in establishing our ownership. You acknowledge that you will not receive any compensation for providing us Feedback.

2.7 Privacy

- 2.7.1 Our <Privacy Policy> describes our collection, use, storage, and sharing personal information. This includes personal information included in Content and information collected through use of the Platform. We may anonymize, pseudonymize, or aggregate any information, including

personal information or Content, and use this information for any purpose including improvement of the Platform or Services, or creating or distributing public marketing collateral.

2.8 Support

- 2.8.1 We provide you basic information to help you use the Platform and Services at our Support Site. While we try to maintain accurate support information, we are continuously improving the Platform and Services and cannot guarantee that the information provided through our Support Site is always accurate or current. While we may also provide email or phone support from time to time, we cannot guarantee that you will, where provided, receive a response within any specific time frame.

3 Pryme Space Services

3.1 Terms for Hosts

- 3.1.1 Listings. When you List a Space as a Host, you must provide all required details about the Space including a description, how it may be used, the cost of a Holding, availability, a list of any facilities, current pictures, rules, and other details about its potential uses and condition (collectively, “Description”). This includes details regarding the use of any amenities, furniture, equipment, Host Add-Ons available at an additional charge, or fixtures that are part of or in the Space (collectively, “Amenities”). While it is important to communicate excitement and the benefits of your Space, the Description must be accurate and give potential Renter a reasonably good understanding of how they may use the Space for their Event, including the disclosure of any deficiencies, restrictions, or applicable policies. Any terms or conditions included in your Listing must not conflict with this Terms or applicable Policies unless expressly permitted by Pryme Space in writing. For example, you may not (i) modify or expand a Renter’s financial responsibilities or limit a Renter’s ability to seek recourse or restitution under this Terms, (ii) violate the Community Guidelines or Laws, or (iii) require Renter to pay you directly outside the Platform.
- 3.1.2 Permission to List And Book Spaces. You represent and warrant that you are permitted under applicable Laws to List and confirm a Holding of any Spaces provided, that Spaces comply with applicable Laws, and that you will reasonably facilitate and not obstruct the use of a Space as reserved by a Renter. In addition, you represent and warrant that any Listing you post, any Holding of a Space, or a Renter’s use of a Space will not breach any agreements you have entered into with any third parties, including but not limited to, homeowners associations, condominium associations, facilities managers, property managers, or other agreements, and will comply with all applicable laws, rules, regulations, restrictions (including having permits, licenses, and/or registrations), or other terms placed on the Space or use of the Space.

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- 3.1.3 Zoning and Local Ordinances: It is the responsibility of the Host to ensure that the Spaces being utilized in this Agreement are in accordance with local zoning and other regulatory ordinances. Pryme Space is not liable for ensuring Holdings and Renters meet the regulations as stipulated by the laws and ordinances of the designated area.
 - 3.1.4 Holdings. Holdings are created when you accept a holding request, receive an acceptance to a custom offer you have submitted to a Renter, or enable your Listing to be booked without prior approval ("Instant Holding") by a Renter. Holdings are a legally binding agreement between you and a Renter which means you are required to provide the Space and Host Services as described in your Listing and according to the terms agreed to in your Holding. You also agree to pay the applicable Service Fees to Pryme Space.
 - 3.1.5 Holding Price. You are solely responsible for setting the Holding Price (including applicable Taxes, Cleaning Fees, and Hosts Services Fees). You may not raise the Holding Price for a particular Renter after the Renter accepts the Holding, but may alter prices based on the addition or deletion of Host Add-Ons prior to the Event. Pryme Space may determine, in its sole discretion, to refund the Renter part or all of the Holding Price in accordance with its policies.
 - 3.1.6 Conditions of the Space. You are responsible for maintaining the Space and Amenities so that Renter may reasonably use them as provided in the Description and Holding. Spaces and Amenities must be in good working order and provided to Renter in a safe, clean and usable condition. Any plumbing, electrical, structural or other physical deficiencies or defects must be corrected or disclosed before you List a Space. Except as specified in a Holding Agreement, all water, electricity, HVAC and other utility services (exclusive of telephone and data services) shall be provided with the Space at no additional cost. The condition of the Space must be accurate to its portrayal on your Listings.
 - 3.1.7 Holding Agreements. In certain cases, we may elect to require a supplemental Holding Agreement with your Listing that includes all or part of the Description including a listing of any Amenities and any additional terms and conditions. Where required, the Holding Agreement will incorporate this Agreement and supplement and be a part of the binding agreement between you and a Renter. Except where approved by Pryme Space, Holding Agreements with supplemental clauses may not impose rules or limitations on use that are materially different than those listed in the Description, include any additional contractual obligations, or alter Renter' or Hosts' liabilities.
 - 3.1.8 Recordings. During their Event, Renter may photograph, film, or otherwise record events when using Spaces and Amenities ("Event

Recordings"). Except as expressly prohibited by federal, state, local or other governmental Laws or as otherwise set forth in the Description or any Holding Agreement, you grant to any Renter that Books a Space a fully-paid, worldwide, non-exclusive, perpetual license to use, copy, transmit, distribute, modify, publicly display, and sublicense Event Recordings that may include or identify the Space or Amenities.

- 3.1.9 Conduct and Fees. As a Host, you are solely responsible for ensuring that Spaces and Amenities comply with all applicable Laws including any alcoholic beverage laws, local ordinances related to the condition, licensure, or registration of Spaces for use by Renter, and payment of Taxes. We may condition your continued use of the Platform and Services on your providing proof, to our reasonable satisfaction, of your compliance with Laws at any time. All Fees owed by Hosts are subject to the Fees and Cancellation Policy . Hosts are responsible for their own acts and omissions as well as the acts and omissions of any individuals who work or reside at or are otherwise present at a Space at your request or invitation, excluding the Renter and any individuals the Renter invites to the Space. If Pryme Space, in its sole discretion, determines that a Renter is entitled to receive a refund in accordance with this Pryme Space Services Agreement, the applicable policy set by Pryme Space, and/or the terms of the Holding Agreement between the Renter and Host mentioned in the Listing, after the Host has already been paid, Pryme Space will be entitled to recover the amount of any such refund from the Host, including by subtracting such refund amount out from any future payments due to the Host.
- 3.1.10 Preparation for and Supervision of Event. As a Host, you are solely responsible for (i) preserving and protecting your Space and Amenities by removing and/or securing valuable, vulnerable or sensitive items, (ii) determining the appropriate types and intensities of permitted uses in your Space, (iii) evaluating the appropriateness of potential Renter, and (iv) supervising and monitoring the Space and Amenities and your Renter's use of the Space and Amenities for the Event, to the extent (if any) you as Host determine in your sole judgment.
- 3.1.11 Provision of Alcoholic Beverages. If a Host sells alcoholic beverages, the Host represents and warrants that: (a) it holds a valid, current alcoholic beverage license from the state and/or local licensing authorities that permits sales of alcohol directly to consumers; (b) that it currently complies and will comply with all alcoholic beverage laws; and (c) that it is responsible to alcoholic beverage authorities for activities or Holdings made on Pryme Space and any orders of alcohol beverages under this Agreement. Host shall maintain all alcoholic beverage permits and licenses necessary and retain order records necessary to provide

alcoholic beverage services as required by all applicable alcoholic beverage laws. Host acknowledges and agrees that orders will be fulfilled based on and under its legal rights under its alcoholic beverage licenses.

3.2 Terms for Renter

- 3.2.1 **Holdings.** Holdings are created when a Host accepts your holding request or enables their listing to be booked without prior approval via the Instant Holding feature. Holdings are a legally binding agreement between you and a Host and are subject to any additional terms and conditions that the Host has outlined in their listing description or via messaging, any supplemental Holding Agreements, and other terms set forth by the Host, which will be provided to you prior to confirmation of a Holding. A Holding creates a contractual relationship between users. Upon Holding a Space, a Renter is (i) granted a limited, temporary, revocable license to use a Space, and (ii) if applicable, a contract for Vendor Services, in the manner, for the time, and subject to all restrictions provided, subject to this Agreement, and as confirmed through the Platform. The scope of the use—including times, specific fees, and other additional terms or limitations—may also be included in or supplemented by a separate Holding Agreement that incorporates the terms and conditions of this Agreement and referenced policies.
- 3.2.2 **Holding Confirmation.** Renter must have a valid Account in order to complete Holdings. Holdings can be completed by following the Holding process for the applicable Space. Renter are encouraged to review the Space Description, applicable services descriptions, and confirm availability prior to Holding a Space, Host Services, or Vendor Services. Some Spaces and services may require additional or supplemental verification in order to confirm a Holding. For example, Renter may be required to verify their age in order to Book certain Spaces or to purchase alcoholic beverages for an Event. Applicable Fees and other charges (e.g. a Deposit, if applicable) will be shown before you complete your Holding. You are responsible for all Fees, charges, and Taxes associated with the Holding. All Holdings are subject to our <Cancellation Policy>.
- 3.2.3 **Limited Licenses for Holdings.** When you Book a Space, you are provided a license to enter, occupy, and use the Space only as described in the Holding and confirmed by the Host, subject to this Terms and any Holding Agreement. A Holding does not provide you a lease or access or use of the Space beyond the specified time and Description. Hosts retain the right to re-enter the Space in accordance with your agreement with the Host.
- 3.2.4 **Conduct and Fees.** You agree to comply with the Holding Agreements throughout the Holding and use the Space or Vendor Service only as permitted or agreed upon and consistent with the Description, and assure

that any attendees do the same. During your Holding, you are responsible for (i) the behavior and acts of any attendees, service providers, or others that access the Space, (ii) ensuring that the use does not exceed any limitations identified in the Holding, (iii) coordinating the timely setup or breakdown of your Event, or (iv) complying with applicable Laws including acquiring any required licenses or permits for your Event, hiring security personnel for larger Events, or limiting noise to certain times of the day. You are responsible for and accept all liability for any damage done to the Space or Amenities during your Event by attendees or service providers whether intentional or not, for your failure to comply with applicable Laws, and for any Fines you incur. You agree to return the Space to the Host in substantially the condition as provided to you or as otherwise agreed in any Holding Agreement and consistent with the Community Guidelines, and to promptly notify Hosts of any damage done to the Space or Amenities. All Fees owed by Renter are subject to the Fees and Cancellation Policy .

- 3.2.5 Cancellation and Refunds. All cancellations and any refunds that may be available to you are subject to our Fees and <Cancellation Policy>.
- 3.2.6 Holdovers and Additional Fees. You agree to leave the Space no later than the end-time of your Event or at such other time as mutually agreed upon between you and the Host. If you stay past the agreed upon end-time without the Host's permission, you no longer have a license to use or stay in the Space and the Host is entitled to use lawful means to force you to leave the Space. Additionally, you agree to pay to Host an overtime charge ("Overtime Charge") as well as all applicable Renter Fees, Taxes, and other expenses incurred by the Host. We may calculate the Overtime Charges based on your exceeding the time (for example, a calculated hourly rate billed in 30-minute increments). You may also be charged for other costs associated with your exceeding the permitted usage of the Holding (for example, exceeding the number of Event attendees ("Over Capacity Fees")). Pryme Space may charge an additional Service Fee for any Overtime Charges, Damage Charges, or any other charges assessed by Host using the Platform. You may read more about all fees and charged in our Fees. If Pryme Space, in its sole discretion, determines that a Host is entitled to additional fees, charges, or damages in accordance with this Pryme Space Services Agreement, the applicable policy set by Pryme Space, and/or the terms of the Holding Agreement between the Renter and Host mentioned in the Listing, Pryme Space will be entitled to collect any such sums from you required to satisfy the outstanding obligation. Pryme Space reserves the right to otherwise collect payment from you and pursue any remedies available to Pryme Space in this regard in situations in which you are responsible for

fees, charges, or damages, including, but not limited to, in relation to any payment requests made by Hosts.

- 3.2.7 Using Host Services. You are responsible for evaluating the description, costs, restrictions, and applicable terms for any Host Services provided by the Host in connection with a Holding. You are responsible for identifying and complying with all laws, rules, regulations, and restrictions applicable to your use of any Host Services. We are not responsible for and disclaim all responsibility and liability resulting from Hosts' actions or failure to act, for the nature or quality of any Host Services, and for any loss or injury you or others sustain arising out of or related to Host Services.
- 3.2.8 Using Vendor Services. You may have the ability to Book Vendor Services as part of your Holding. Vendors are independent third-party contractors and are not affiliated with, or under the control of, Pryme Space. Vendor Services may be available to Book through the Platform or we may help you do so through Concierge Services. You understand that Vendor Services are provided by Vendors and not Pryme Space. We are not responsible for and disclaim all responsibility and liability resulting from Vendors' actions or failure to act, for the nature or quality of any Vendor Services, and for any loss or injury you or others sustain arising out of or related to Vendor Services. You acknowledge that Pryme Space may be paid compensation by one or more Vendors in connection with a Holding of Vendor Services.
- 3.2.9 Using Concierge Services. Pryme Space may provide Concierge Services to help coordinate Holdings or Vendor Services for your Event. Concierge Services may not be available in every city or region and we cannot guarantee that there will be Concierge Services available for specific Spaces or Concierge Services to fit your specific needs. Where provided, we act as your agent for the limited purposes of identifying Spaces and/or Vendor Services that meet your specifications. We will submit any proposals to you for review and acceptance through the platform or via written confirmation. If accepted, we will coordinate any communication and payments between you and the Host or Vendors resulting from the Concierge Services. We charge additional Fees for use of Concierge Services which will be included in your Total Fees. You remain obligated to pay us any Fees for Concierge Services even if Vendor Services (other than Host provided Vendor Services) are confirmed or paid for outside the Platform.
- 3.2.10 Alcoholic Beverages. Pryme Space does not produce, distribute or sell alcoholic beverages, but may relay order information to licensed retailers and/or manufacturers ("Licensees") who may provide for the sale of alcoholic beverages, either as: (i) a Host listing Spaces where alcoholic

beverages are sold; (ii) a Host offering Host Services; or (iii) Vendor Services coordinated through Concierge Services. Neither Licensees nor Pryme Space sell alcohol to persons under the age of 21. By using this Platform for Services related to alcoholic beverages you acknowledge, affirm, and represent to us that you are over the legal age required to buy alcoholic beverages. We make every effort to ensure that alcoholic beverages are not offered, sold, served, or delivered to anyone who is under the age of 21. By using this Platform, you are acknowledging that the person receiving any shipment of alcoholic beverages from a Licensee is over the age of 21. You also agree that any alcohol purchased from a Licensee is intended for personal consumption and not for resale. If you cannot make these affirmations and representations or you do not agree with all of these conditions of use, you may not use the Platform and Services. If you misrepresent your age in order to obtain or provide alcohol to a person under the age of 21, we will report this to the appropriate authorities for prosecution to the fullest extent allowable by law. If we are held liable for any reason based on a misrepresentation of your age, you agree to indemnify us and/or reimburse us for all costs, expenses (including legal fees) and damages we and they suffer or incur.

- 3.2.11 Attendees. You are responsible for your own acts and omissions as well as the acts and omissions of your invitees or other individuals to whom you provide access to the Space (collectively referred to as “Attendees”), excluding the Host and the Host’s invitees, if applicable. Renters are required to ensure that Attendees meet any requirements set by the Host for a Space or Event, and are made aware of and agree to any terms, conditions, rules, policies, or restrictions set by Host. You agree that you are responsible for ensuring that all minors are accompanied by an adult responsible for them and that you are legally authorized to act on behalf of any minor Invitee.

3.3 Insurance

- 3.3.1 You shall acquire and maintain all insurance as required by Law and suitable for you or your business. You are solely responsible for understanding and evaluating what insurance is appropriate to cover damage, loss, injury, legal liability, and other harm specific to you, your business, your Attendees, third parties, the Space (including personal property within), and deciding what type of coverage, limits and providers are appropriate for you.

3.4 Pryme Space Insurance Offerings

- 3.4.1 We may, but are not required to, offer you the option to buy certain insurance provided through the Platform by third parties. We cannot assure and expressly disclaim (i) any liability to you or third parties that any insurance offered or acquired to you through the Platform will

appropriately cover or mitigate risks to you, your business, those attending the Event, third parties, the Space or Amenities, or (ii) endorsement of the quality, character or financial capacity of any insurance company offering insurance products through the Platform.

3.5 Supplemental Insurance

- 3.5.1 Pryme Space may, in its sole discretion, obtain and maintain supplemental insurance policies providing limited supplemental protection of Hosts against liability to Renter, Event attendees or third parties for personal injury or property damage sustained by Renter, Event attendees or third parties (a “Host Policy”). Where we elect to provide a Host Policy, this does not cover damage to the Space or Amenities and does not eliminate or reduce your obligation to maintain insurance as provided in Section 3.3. Further, where provided, recovery under a Host Policy will be (i) available only where a Host fully complies with this Terms, (ii) supplemental to any insurance maintained by Hosts, (iii) limited to the terms, conditions, and exclusions of the Host Policy, (iv) subject to the then applicable claims procedure established by Pryme Space and the issuer of the Host Policy, and (v) subject to a Host promptly notifying the Pryme Space Customer Experience Team of any potential claims. Further, Pryme Space or its insurers may amend, modify, or terminate any Host Policy at any time, with or without notice to you.

3.6 Damage and Cleaning Fees

- 3.6.1 Damages to Spaces. Renters are responsible for any damages that a Renter or his/her/its Attendees cause to a Space or any personal property at a Space. Hosts shall report any damages along with relevant documentation (“Damages Claim”), to the Pryme Space team within 72 hours of the Event end time. Pryme Space will then notify the Renter of the impending Damages Claim charge. If a Renter does not agree to pay a Host’s Damages Claim then the Damage Claim will be resolved through the Pryme Space <Dispute Between Users> in Section 4.1.
- 3.6.2 Cleaning Fees. While a Host may charge a Cleaning Fee and is responsible for basic upkeep and removal of trash, Renter are encouraged to tidy up and be respectful of the space and personal belongings during the holding. Cleaning Fees may be assessed regardless of the wear and tear placed on a Space (or the personal property within it) during an Event.

4 Disputes and Binding Arbitration

4.1 Disputes Between Users

- 4.1.1 Pryme Space encourages all users to resolve disputes informally between themselves. Users should notify Pryme Space of a potential User Dispute within 72 hours after an Event and document any damage, disputes, statements, or other material facts that may impact a User

Dispute and impact the enforcement of any applicable term, policy, or provision. Disputes between users may be escalated through the following process:

- 4.1.2 Level One: Informal Dispute Resolution Between Users. You agree to first attempt to resolve any disputes, disagreements, or claims that you have with other users (each, a “User Dispute”) in good faith through messaging via the Platform. If users are unable to mutually resolve the User Dispute, then either user may submit the User Dispute to Pryme Space’s User Dispute Team.
- 4.1.3 Level Two: Review of User Dispute Team. If informal dispute resolution is not successful, a user may submit a User Dispute for review by submitting a written summary of the User Dispute, including any requested documentation, to Pryme Space’s User Dispute Team at legal@PrymeSpace.com. Users agree to cooperate and assist the User Dispute Team in good faith and to provide such information and take such actions as is requested by the User Dispute Team in connection with the User Dispute. The User Dispute Team will attempt to resolve the User Dispute through communication with the users. If users agree to a resolution, or if Pryme Space determines in its sole discretion that a user is responsible for fees, damages, costs, refunds, or other amounts, you agree that Pryme Space may collect such amounts from you pursuant to this Pryme Space Services Agreement, any Holding Agreement, or any applicable policy. Users agree, upon Pryme Space’s reasonable request, to participate in a mediation or similar dispute resolution process with the other user which process will be conducted by Pryme Space or a third party selected by Pryme Space. Users will not be charged for any mediation or resolution process arranged by Pryme Space.
- 4.2 Binding Arbitration
- 4.3 Class Action and Jury Waiver
 - 4.3.1 Each party agrees that any action or claim arising from or related to this Terms or any Holding Agreement may only be brought on an individual basis and not part of a class action or consolidated arbitration, or join claims with other users or third parties. Further, each party expressly waives its right to a jury in arbitration and court, where permitted.
 - 4.3.2 You may opt-out of this class action and jury waiver described herein by emailing us at legal@prymespace.com within 30 days of your first use of the Platform or Services. You must include your name, phone number, physical address, and email address in your opt-out notice. This is your only mechanism for opting out of this Section and failure to do so as described constitutes your consent to this waiver. If you choose to opt out of this Section please note that all other provisions in this Terms will remain intact and in full force and effect.

4.3.3

4.4 Conflict of Rules

- 4.4.1 If any provision of this Section 4 is found to be invalid or unenforceable, the reviewing court or arbitrator, as applicable, will interpret or revise the provisions only as minimally necessary to comply with Law. All the other provisions will remain enforceable and intact as written.

4.5 Confidentiality of Proceedings

- 4.5.1 Any proceedings pursuant to this Section 4 and their results will be maintained as confidential by all parties. Except as may be required by Law, the parties and those persons participating in the proceedings on their behalf will not disclose and will maintain the confidentiality of all materials, testimony, and evidence provided during the proceeding as well as the results of such proceeding. The parties agree to enter into a separate confidentiality agreement or order, as appropriate, to maintain the confidentiality of the proceedings.

5 Additional Legal Terms

5.1 Disclaimers

- 5.1.1 We are not responsible to you or any third party for provision, or for the condition or nature, of any space, host services, or vendor services. Hosts, Renter, and vendors are independent third-parties and are not affiliated, controlled by, or employed by Pryme Space. Hosts and Vendors set their own prices, use their own facilities and resources, and may condition use of spaces or vendor services as they feel is appropriate for their business.

You understand and agree that use of the platform and services are at your own risk. Pryme Space is not responsible for performing and does not perform background checks on Renter, hosts, or vendors (including criminal or civil checks); do not review the condition of spaces or ensure that they comply with existing law, meet any specific requirements, or are consistent with their description; and does not guarantee performance of any use or third party. Any information provided to you regarding users, spaces, vendors, or vendor services is only provided to facilitate your use of the platform and is provided “as is” and without representation or warranty. Pryme Space disclaims all representations, and warranties, express and implied, that any information provided through the platform is accurate or complete, or that any user, space, vendor or vendor services will be provided to you as described. Pryme Space disclaims all responsibility for and liability resulting from the negligence, intentional misconduct, or criminal activity of all users or third parties, or any injury or property damage that occurs to you, third parties, or property while accessing or using space or vendor services.

The platform and services are provided to you on an “as is” and “as

available” basis without guarantee or warranty of any kind, expressed or implied, including without limitation the warranties of merchantability, fitness for a particular purpose, suitability for your particular use, or non-infringement. Without limiting the foregoing, we disclaim that the platform or services are free from error or viruses; that they will never cause harm; that they meet or be suitable for your needs or requirements; that they are always available; or that they accurately represent spaces, hosts, Renter, vendors, or vendor services. We expressly disclaim any obligation to correct errors, even those that we are aware of, and may choose to discontinue operation of the platform or services, or features of either, at any time.

5.2 Limitation of Liability

- 5.2.1 Except to the limited extent of the Pryme Space Fees (as defined below) under no circumstances or any legal theory will Pryme Space or its agents, directors, shareholders, members, partners, amangers, officers, employees, information providers, distributors, vendors, attorneys, or affiliates be liable to you or any third party for any damages (whether direct, indirect, general, compensatory, incidental, consequential, special, punitive, exemplary or otherwise), injury, claim or liability of any kind or character based upon or arising from your use of or inability to use the platform or services, or spaces or vendor services, even if we have been advised of the possibility of damages. If you are dissatisfied with the platform or services, or any content contained therein , your sole and exclusive remedy is to discontinue using the platform and services. As used herein, “Pryme Space Fees” shall mean the amount paid by you to Pryme Space, excluding any amounts that were paid or payable to hosts or vendors, for use of the platform or services.
- The Limitation of Liability set forth above applies to the extent permitted by law.

5.3 Indemnification

- 5.3.1 You will indemnify, defend, pay, and hold harmless Pryme Space and its agents, directors, shareholders, members, partners, managers, officers, employees, information providers, distributors, vendors, attorneys, or affiliates (collectively, “Pryme Space Affiliates”) harmless from and against all third-party claims, liabilities, losses, damages, and related expenses (including reasonable legal expenses) (collectively, “Claims”) arising from or related to (a) provision of your Space (for Hosts) or Vendor Service (for Vendors), or use of Spaces or Vendor Services (for Renter); (b) Content you provide through the Platform; (c) your failure to comply with Laws; (d) your providing of information to us that is inaccurate or incomplete, (e) your breach of any of your representations, warranties, or obligations under this Terms, (f) any contract or other agreement between

you and any other user other than through the Platform, and (g) any bodily injury (including death) or damage to tangible or real property to the extent caused by you or your Renter.

The limitation of liability set forth above applies to the extent permitted by law. This indemnification will survive termination of this Terms.

5.4 Non-US Users

- 5.4.1 We may allow for the use of the Service to List Spaces outside of the United States. Where this is permitted, you will be required to ensure that your use of the Service, including Listing or Holding, as applicable, comply with all Laws specific to your country, province, or region. European users may be required to provide information to assist with our collection of VAT or other indirect Taxes, or evidence of your exemption of such Taxes.

5.5 Right to Amend

- 5.5.1 We may amend or modify this Terms at any time by posting the modified Terms on our website, sending you a copy via email, or otherwise communicating the amendment to you through the Platform. Your continued use of the Platform or Services after we amend or modify this Terms constitutes your consent to the revised Terms. If you do not agree to the revised Terms, you must close your Account by <contacting us>.

5.6 Force Majeure; Cancellations

- 5.6.1 Pryme Space is not responsible or liable for nonperformance caused by telecommunications failures, nonperformance of vendors, fires or other acts of nature, strife or acts of political discord, or other events outside its reasonable control (each a "Force Majeure"). Cancellations of Holdings, whether with or without cause, or caused by events outside of your reasonable control, are subject to our <Cancellation Policy>. Please review it carefully before Holding a Space or Vendor Service.

5.7 No Assignment

- 5.7.1 You may not assign this Terms or any rights granted to you, including operation or management of your Account, without our prior written consent. Any attempt to do so without our prior consent will be void. We may assign this Terms upon notice to you as part of a sale or transfer of part or all of our business. Any permitted transfer will inure to the benefit of and bind any successors in interest.

5.8 Entire Agreement; Interpretation

- 5.8.1 This Terms together with any Holding Agreement incorporates the <Fees>, <Privacy Policy>, <Cancellation Policy>, and any other policies referenced therein, which constitutes the entire agreement between you and Pryme Space governing your use of the Platform or Services. This Terms supersedes all prior understandings or agreements between you and Pryme Space. As between you and Pryme Space, this Terms

controls over any conflicting terms in a Holding Agreement except where expressly stated otherwise and agreed upon in writing between the parties.

- 5.8.2 As used in this Terms, “including” or similar words mean “including but not limited to”; “or” may be read as “either... or...” or “both... and...”; and “such as,” “specifically,” “for example,” or similar words identify non-exclusive lists of examples. Headings and ordering used in this Terms are provided for your convenience and do not affect the interpretation of related provisions. Any monetary amounts described in this Terms will be in USD and “\$” will be read to mean United States Dollars.

5.8.3

5.9 Reformation/ Severability

- 5.9.1 Where any part of this Terms is found to be invalid or unenforceable, it will be reformed or reinterpreted through force of Law as minimally required to accomplish the objectives while maintaining the original intent of such provision. If such can’t be accomplished, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.

5.10 Waiver

- 5.10.1 Pryme Space failure to enforce any right or provision of this Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. The exercise by either party of any of its remedies under this Terms will be without prejudice to its other remedies under the Terms or otherwise permitted by Law, except as set forth in these terms.

5.11 No Third-Party Beneficiaries

- 5.11.1 This Terms does not and is not intended to confer any rights or remedies on persons other than the parties.

5.12 Notice

- 5.12.1 We may send you notices to the email address or physical address included in your Account, through messaging on the Platform, or (for businesses) to the address of your headquarters or registered business, or (for individuals) to your residence. You may send any legal notices to us at legal@prymespace.com. You agree that any email notice from us is considered accepted by you one day after such notice was sent and will have the same legal effect as if it were physically delivered to you.

