

SPACEIN - Terms of Service:

(Last Updated: 1/26/18)

Please read these Terms and Conditions carefully before using Spacein.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use this Service.

By accessing or using Spacein you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access Spacein.

Spacein, Inc. (“Spacein”, “we”, “us”, “our”) is an app designed to allow you to connect with people from all over the world and forge new connections. We do this by displaying individuals on a globe that appears on your screen as soon as you open the app. This globe allows you to see a range of people that can be as close as your next-door neighbor or even someone located at the other end of the world. With a couple of swipes, you can find yourself in a totally different part of the world talking to someone living there. Spacein allows you to create a personal profile, send and receive messages as well as the ability to post and see posts from other people.

We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date these terms were last revised. We will also notify you either through an email notification or through other reasonable means. Changes will become effective no earlier than 14 days after they are posted, or possibly earlier if needed for legal reasons.

In addition, when using certain services, you will be subject to any additional terms applicable to such services that may be posted on the Service from time to time, including the [Privacy Policy](#). All such terms are incorporated by reference into these Terms of Service.

Access and Use of the Service

Spacein Services: Spacein is an app designed to allow you to connect with people from all over the world and forge new connections. We do this by displaying individuals on a globe that appears on your screen as soon as you open the app. This globe allows you to see a range of people that can be as close as your next-door neighbor or even someone located at the other end of the world. With a couple of swipes, you can find yourself in a totally different part of the world talking to someone living there. Spacein allows you to create a personal profile, send and receive messages as well as post and see posts from other people.

Registration Obligations: You are required to register with Spacein in order to access and use certain features of the Service. Registration data and certain other information about you are governed by our [Privacy Policy](#). People of all ages are allowed to register for Spacein.

Member Account, Password and Security: You are responsible for maintaining the confidentiality of your password and member account, if any, and are fully responsible for any and all activities that occur under your password or member account. You agree to immediately notify Spacein of any unauthorized use of your password or member account or any other breach of security. Spacein will not be liable for any loss or damage arising from your failure to comply with this Section.

Modifications to Service: Spacein reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part of the Service) with or without notice. You agree that Spacein will not be liable to you or any third party for any modification, suspension or discontinuance of the Service.

General Practices Regarding Use and Storage: You acknowledge that Spacein may establish general practices and limits concerning the use of the Service, including the maximum period of time that data or other content will be retained by the Service and the maximum storage space that will be allowed on Spacein's servers on your behalf. You agree that Spacein has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Service. You acknowledge that Spacein reserves the right to terminate member accounts that are inactive for an extended period of time. You further acknowledge that Spacein reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

Mobile Services: The Service includes certain services that are available via a mobile device, including (a) the ability to upload content to the Service via a mobile device, (b) the ability to browse the Service from a mobile device and (c) the ability to access certain features through an application downloaded and installed on a mobile device (collectively, the "Mobile Services"). To the extent you access the Service through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices.

Conditions of Use

User Conduct: You are solely responsible for all code, video, images, information, data, text, software, music, sound, photographs, graphics, messages or other materials ("content") that you upload, post, publish or display (collectively referred to as, "upload") or email or otherwise use via the Service. The following are examples of the kind of content and/or use that is illegal or prohibited by Spacein. Spacein reserves the right to investigate and take appropriate legal action against anyone who, in Spacein's sole discretion, violates this provision, including removing the offending content from the Service, suspending or terminating the member account of such violators and reporting you to the law enforcement authorities. You agree to not use the Service to:

- 1 email or otherwise upload any content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, racially, ethnically or otherwise objectionable; or (vii) in the sole judgment of Spacein, is objectionable or which restricts or inhibits any other person from using or enjoying the Service, or which may expose Spacein or its users to any harm or liability of any type;
- 2 interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; or
- 3 violate any applicable local, state, national or international law, or any regulations having the force of law;
- 4 impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- 5 harvest or collect email addresses or other contact information of other users from the Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- 6 advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;
- 7 further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or
- 7 obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service.

Service Content, Software and Trademarks: You acknowledge and agree that the Service may contain content or features ("Service Content") that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by Spacein, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you legally upload to the Service. In connection with your use of the Service you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. If you are blocked by Spacein from accessing the Service (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Service or the Service Content other than as specifically authorized in these Terms of Service is strictly prohibited. The technology and

software underlying the Service or distributed in connection with it are the property of Spacein, our affiliates and our partners (the “Software”). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted in these Terms of Service are reserved by Spacein.

The Spacein name and logos are trademarks and service marks of Spacein (collectively the “Spacein Trademarks”). Other company, product, and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Spacein. Nothing in this Terms of Service or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Spacein Trademarks displayed on the Service, without our prior written permission in each instance. All goodwill generated from the use of Spacein Trademarks will inure to our exclusive benefit.

Third Party Material: Under no circumstances will Spacein be liable in any way for any content or materials of any third parties (including users), including for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that Spacein does not pre-screen content, but that Spacein and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service. Without limiting the foregoing, Spacein and its designees will have the right to remove any content that violates these Terms of Service or is deemed by Spacein, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

User Content Transmitted Through the Service: With respect to the content or other materials you upload through the Service or share with other users or recipients (collectively, “User Content”), you represent and warrant that you own all right, title and interest in and to such User Content, including all copyrights and rights of publicity. By uploading any User Content you grant and will grant Spacein and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sub licensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the Service or the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Service (“Submissions”), provided by you to Spacein are non-confidential and Spacein will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You acknowledge and agree that Spacein may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government

requests; (b) enforce these Terms of Service; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Spacein, its users and the public. You understand that the technical processing and transmission of the Service, including your content, may involve (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices.

Interactions with Other Users: You are solely responsible for your interactions with other users of the Services and any other parties with whom you interact through the Services; provided, however, that Spacein reserves the right, but has no obligation, to intercede in such disputes. You agree that Spacein will not be responsible for any liability incurred as the result of such interactions. In addition, our platform may include content provided by other users. Spacein is not responsible for and does not control such content. Spacein has no obligation to review or monitor, and does not approve, endorse or make any representations or warranties with respect to any such content. You use all such content and interact with other users at your own risk.

Termination: You agree that Spacein, in its sole discretion, may suspend or terminate your member account (or any part of it) or use of the Service and remove and discard any content within the Service, for any reason, including for lack of use or if Spacein believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Service, may be referred to appropriate law enforcement authorities. Spacein may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this Terms of Service may be effected without prior notice, and acknowledge and agree that Spacein may immediately deactivate or delete your member account and all related information and files in your member account and/or bar any further access to such files or the Service. Further, you agree that Spacein will not be liable to you or any third party for any termination of your access to the Service.

User Disputes: You agree that you are solely responsible for your interactions with any other user in connection with the Service and Spacein will have no liability or responsibility with respect thereto. Spacein reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Service.

General: These Terms of Service constitute the entire agreement between you and Spacein and govern your use of the Service, superseding any prior agreements between you and Spacein with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use affiliate or third party services, third party content or third party software. These Terms of Service will be governed by the laws of the State of Florida without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and Spacein agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within Miami-Dade County, Florida. The failure of Spacein to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should

endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms of Service must be filed within 1 year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign this Terms of Service without the prior written consent of Spacein, but Spacein may assign or transfer this Terms of Service, in whole or in part, without restriction. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Service may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Service.

Your Privacy

At Spacein, we respect the privacy of our users. For details please see our Privacy Policy. By using the Service, you consent to our collection and use of personal data as outlined therein.

Questions? Concerns? Suggestions?

Please contact us at SpaceinUserAssistance@gmail.com to report any violations of these Terms of Service or to pose any questions regarding this Terms of Service or the Service.

