

Receive more booking enquiries

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By using and/or visiting the Site you agree to these General Terms and Conditions, the Privacy Policy and the Terms of Use and Site Use ("the Terms") and you expressly consent and agree to be bound by the Terms and all applicable laws and regulations that govern this Site and your enquiry.

1. Important Information

Innospace.asia acts as an online portal connecting you with suitable event space.

Innospace.asia undertakes no responsibility for, and are not liable for, the misrepresentations, breaches of contract, breaches of statutory duty or negligence of any of the spaces and other suppliers of services who sell their products and services derived from enquiries made through us. This means that in the event of you suffering personal injury, illness or death as a result of any act or omission of an accommodation provider or other supplier of services (or their employees or agents) or you having any complaint about the quality of the services provided or having any other complaint at all, your sole right of redress will be against the independent third party who provided such service and Innospace.asia will be under no liability at all (whether in contract, tort or otherwise howsoever).

By proceeding to contact spaces and/or other services through the Site, you accept that you will be entering into a contract with the space provider on their standard terms and conditions.

You understand that Innospace.asia may not have conducted any quality or other checks on the space providers and Innospace.asia makes no representations about the suitability of the spaces and/or services offered for contact through the Site. The inclusion or offering for sale of a space space and/or services by Innospace.asia does not constitute an express or implied endorsement or recommendation by Innospace.asia of such space space or services.

Innospace.asia does not guarantee the accuracy of, and disclaim liability for any inaccuracies relating to, the space and services offered for sale through us.

Nothing in these Terms of Use shall operate to exclude or limit the liability of Innospace.asia for fraudulent misrepresentation or death or personal injury caused by our negligence.

2. Site content, documentation and booking information

Innospace.asia may modify the content of the Site and/or Terms at any time, and such modification shall be effective immediately upon posting of the modified content and/or Terms on the Site and your continued use of or access to this website will be deemed to indicate your acceptance of the modified content and/or Terms.

Any information placed on the Site relating to spaces advertised on the Site including, but without limitation, details of the space, the price of the space, the facilities available at the space, any accreditations afforded to the space and/or any details relating to any other services advertised on the Site have been placed on the Site by spaces and/or service providers who are independent businesses. However this information, is the property of both the space in question and to be used for Innospace only, hence any taking of information, photos or details and used for commercial uses will constitute breach of copyright, unless prior permission is given by the space itself or Innospace first.

These independent businesses provide the services in accordance with their own terms and conditions which may limit or exclude their liability to you. Innospace.asia and its affiliates are not liable for any acts, omissions, breaches or negligence of any such independent businesses or any damages or expenses resulting from the aforesaid. Innospace.asia and its affiliates are not liable for any refunds in the event of overbooking or force majeure or any other cause beyond their control.

As Innospace.asia acts only as a connection site between users and spaces, we will have no responsibility for any errors in any documentation except where those errors were made by Innospace.asia.

3. Age and responsibility

You warrant that you have legal capacity to use the Site and to create a legally binding contract. You warrant that all personal information submitted during accommodation booking is correct and you accept financial responsibility for all transactions made under your name or account. In the unlikely event you are not satisfied with the space you have booked through The Site, we are not liable for any problems and complaints. This should be taken up with the actual space itself.

4. Legislation and Courts of Jurisdiction

This agreement will be governed by HKSAR law and any disputes will be dealt with by the Hong Kong courts.

Terms of Use and Site Use

Innospace.asia has tested this website thoroughly and are always keen to improve [our website](#) accessibility tools. Innospace.asia would like to know if you have found this website accessible or if you have had any problems. Please email us at contact@Innospace.asia with any queries or to report any site problems. We value your feedback.

Site Use

Innospace.asia may suspend access to the website, due to maintenance works, net security reasons or force majeure with no obligation to reimburse or compensate you for the period in which access was suspended.

Access to the Site is strictly controlled by Innospace.asia and we reserve the right to change, modify, substitute or suspend or remove without notice any information or service from time to time.

You may download one copy of the content of the Site for your own personal use but you may not in so doing remove any trademark, copyright or other proprietary notice. You may not otherwise copy, modify, reproduce, sell, lease, market or distribute the content placed on the Site without the prior written consent of Innospace.asia

You may only use this website to make legitimate enquiries or bookings for yourself or another person for whom you are legally authorised to act.

You shall not:

- Post, transmit or disseminate any information on or via this website which is or may be harmful, obscene, defamatory or
- otherwise illegal, or may cause an infringement of the rights of any other;
- Make any other unauthorised, false or fraudulent enquiry;
- Use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or
- functionality of this website including, but not limited to, uploading or making available files containing corrupt data or
- viruses via whatever means;
- Deface, alter or interfere with the appearance and layout of this website or the underlying software code;
- Take any action that imposes an unreasonable or disproportionately large load on this website or related infrastructure;

Without prejudice to any of Innospace.asia other rights, Innospace.asia reserves the right to deny access to this website and/or cancel bookings wherever and whenever we believe that you are in breach of any of the Innospace.asia Terms.

Links and downloads

Innospace.asia may provide hyperlinks or pointers to other websites maintained by third parties which Innospace.asia think may be of interest to visitors of the Site. Such other websites are not under the control of Innospace.asia or maintained by Innospace.asia and we are not

responsible for the content of such websites. Innospace.asia provides these links for your convenience only but does not monitor or endorse the material on them. We cannot accept any liability whatsoever and howsoever arising in relation to any such other websites (including , by way of example, any inability to access or delay in accessing any such other website) or in relation to any material or information appearing on them or which you may otherwise come across after leaving the Site by way of a hypertext link or any other means or for any services or facilities of any description which you may enquire through or via any such website. It is always wise for you to run an anti-virus programme on all content and materials downloaded from the Internet in general and the Site in particular.

From Spacious

Privacy Policy

Innospace.asia respects your privacy, and works hard to keep your information safe. This policy explains how we collect, use and store information and data that we receive from you. If you have any comments or questions about our privacy policies, please contact us at info@Innospace.asia

1. **Information We Collect.** “Personal Information” means information that you share with us that alone or in conjunction with other information can be used to identify you. Personal Information includes your name, telephone number, e-mail address, or information about activities directly linked to you, such as your location. Innospace.asia also ask you to share your name, address, phone number, e-mail address, photographs of the Space or Spaces you may be renting, and a short description or biography that introduces you and the space to the Innospace.asia online community.
2. In order to use our Site and/or Service, you will be required to register and provide us with certain Personal Information such as your name and an e-mail address or you may log in through “**Facebook Login**”, “**Google Plus Login**” and Innospace.asia will receive Personal Information about you from Facebook.
3. We also collect certain de-identified information, such as your browsing history on the Site, descriptions of the **Spaces and Services** you wish to provide or to rent, and any information regarding your interactions with any Space and/or Service Providers through the Site or Services. In addition, when you use Innospace.asia, certain information may be automatically gathered about your computer, mobile device, operating system, IP address, including your location. We call this “Site Visit Information.” We have partnered with Google Analytics to improve the quality of the Site Visit Information Innospace.asia

collects. You can review Google Analytics terms of use here:
<http://www.google.com/analytics/terms/us.html>.

4. **How We Use Information.** Except as expressly set forth herein, we will not sell or lease your Personal Information except as provided for in this Privacy Policy. In addition, we may use Personal Information internally – for example, to help improve our services, to make Innospace.asia more useful, to customize Innospace.asia and personalize its content for you.
5. We display the information that you wish to share publically (including photographs and descriptions of Spaces and Services and including any personal description that you provide), and link that information to the Spaces and Services that you wish to offer or offer for rent on our Site and/or Services.
6. When you advertise your Space and/or Service when you post a request to rent a Space and/or Service on Innospace.asia, we may use the information you post in order to connect you with an appropriate Space and/or Service Provider, or to provide you with other notifications. We may share information with select third parties carefully selected to improve the functionality of our website, services, and advertisements. We call these third parties “**Partners.**” Our Partners are carefully selected, and they are all committed to honoring your privacy and protecting information we share with them.
7. In addition, we reserve the right to use the information you share with us in a de-identified and aggregated form to improve the quality of our Site and/or Service, and to better understand our customer base. We may also share de-identified and anonymous information with our partners, without restriction, on commercial terms that we can determine in our sole discretion.
8. **How we Protect Information.** We take reasonable administrative, technical and physical measures to protect the Personal Information you share with us, both during transmission and once we receive it. However, no method of transmission over the Internet, or method of electronic storage is 100% secure. Therefore, while we strive to use reasonable means to protect your personal information, we cannot guarantee its security.
9. **Feedback.** When you share feedback about Space and/or Service Providers on Innospace.asia’s website, please remember that any information disclosed in this space may be made public automatically, and Innospace.asia does not consider this Personal Information. You should exercise caution when disclosing any information (including Personal Information) in such a space, as you do not know who will access or use such information and for what purposes.
10. **Cookies.** A Cookie is a small piece of text that is sent to your computer when you visit a website. Innospace.asia uses Cookies to help personalize your Innospace.asia experience. A “persistent” Cookie may be used to help save your settings and customizations across visits. Also, if you log into Innospace.asia, the persistent Cookie will be used to recognize you as a prior user so you will not need to log in each time you use Innospace.asia. Most Web browsers are initially configured to accept Cookies, but you may be able to change this setting on your browser so that it either refuses all Cookies or informs you when a website is sending you a Cookie. Please note that some

features of Innospace.asia may not function properly when Cookies are disabled or removed.

11. **Third Party Sites and Application and/or Services.** Portions of the Site and/or Service may contain links to third party websites. The Site and/or Service may also provide you with links to access the sites of third party vendors or retailers. We have no control over third-party sites or services, and all use of third-party sites or services is at your own risk.
12. **Communications.** Innospace.asia may send you marketing and other electronic communications if you registered on our website. You may unsubscribe from these messages. Please note that we reserve the right to send you service related communications, including service announcements and administrative messages, relating either to your account or to your transactions on this Site and/or Service, without offering you the opportunity to opt out of receiving them unless you cancel your account.
13. **Children.** Innospace.asia does not knowingly collect personally identifiable information from children under the age of 18. In the event you become aware that an individual under the age of 18 has enrolled without parental permission, please advise us immediately.
14. **Updating, Reviewing or Correcting Information.** You may update, review or correct the profile Information on the Services, at any time e-mailing us at info@innospace.asia. We will retain your information for as long as your account is active or as needed to provide you services. If you wish to cancel your account or request that we no longer use your information to provide you services, please contact us at the e-mail address listed above. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.
15. **Tracking.** When you visit Innospace.asia's website, we automatically collect the name of the website you visited from (called the "referring page") and the name of the website you chose to visit immediately after ours (called the "exit page"), and information about other websites you have recently visited. This information is used to improve our website, and it cannot be used to personally identify you. Innospace.asia does not honor the "Do Not Track" settings available on most browsers. When our website detects the Do Not Track signal from your browser, it will still collect referring and exit page information and other information when you visit our website.
16. **Transfer of Your Information.** In providing the Services, we may share your information with subcontractors and other partners that are located in countries other than HKSAR . All our subcontractors and other partners will be subject to contractual obligations restricting their use of your Personal Information.
17. **Changes.** We may update this Privacy Policy from time to time - we encourage you to review it periodically.
18. **Comments and Questions.** If you have any comments or questions about our privacy policy, please contact us at info@innospace.asia

Any use of www.innospace or the Services provided by Innospace.asia is subject to the following Terms & Conditions of Service.

Innospace.asia Terms & Conditions of Service

LAST UPDATED SEPTEMBER, 2015

These Terms of Service ("**Terms**") govern your access and use of the www.innospace.asia.co (the "**Site**," "**Innospace.asia**," "**we**" or "**us**") and other services that we may provide. By your use of this website and/or the Services (as defined below), or by registering to use the Services as a Space Provider, you acknowledge that (1) you are at least 18 years old; (2) you have read, understood and agreed to these Terms and Innospace.asia's Privacy Policy [hyperlink to Privacy Policy]; and (3) that you have all necessary permits, permissions, and insurance coverages.

Innospace.asia reserves the right to change, modify or update the Terms and Conditions, and the Services at any time without prior notice, including updates that modify or remove previously- available functionality. Your continued use of the Services will be deemed acceptance of all such amended or updated terms

Definitions

Space: A unique event space being offered for short-term lease or rent by a Space Provider.

Space Provider: Individuals or entities seeking to rent out Space they own for a limited duration.

Service Provider: Individuals or entities seeking to offer their own services for a limited for a limited period.

Innospace.asia: Innospace.asia and its subsidiaries, members, parent, subsidiaries, shareholders, affiliates, officers, directors, employees, independent contractors and agents, as well as www.innospace.asia

Site: www.innospace.asia

Services: Innospace.asia offers a community driven marketplace that brings people looking to discover and book a Space, together with people looking to temporarily rent out event spaces. Innospace.asia provides a platform for Space Providers to connect with Event Organizers.

User or You: Space Provider, or Vendor or any individual or entity looking to use Innospace.asia or the Services.

Recitals

Authorized Use. You agree to use the Site and the Services solely for your own use. You shall not permit anyone, including yourself or a third party, to reproduce, sell, lease, rent, publicly perform, display, disseminate, distribute, broadcast, or retransmit the Services to any third party, or provide Services to any third party, except for allowing other Users to negotiate prices with respect to goods and services that you provide and to purchase or license such goods or services. You shall not permit anyone, including yourself or a third party, to (a) reverse engineer or attempt to find the underlying code of the Services; or (b) use the Services in violation of any applicable law or regulation.

Rules of Use. In using the Services, you will not: (a) impersonate another user or otherwise misrepresent yourself in any manner (including registering through multiple accounts or personas); (b) defame, abuse, stalk or threaten other users; (c) post or transmit any User Content that is (or you reasonably believe or should reasonably believe to be) illegal, fraudulent, or unauthorized, or in furtherance of any illegal, counterfeiting, fraudulent, pirating, unauthorized, or violent activity, or that involves (or you reasonably believe or should reasonably believe to involve) any stolen, illegal, counterfeit, fraudulent, pirated, or unauthorized material; (d) publish falsehoods or misrepresentations; (e) circumvent, disable, or otherwise interfere with security-related features of the Services or features that prevent or restrict use or copying of any content; or (f) use any robot, spider, site search or retrieval application, or any other manual or automatic device or process to retrieve, index, search or data-mine the Services (except Innospace.asia grants operators of public search engines the right to use spider to index its website). You may not, nor may you assist other parties to (a) copy, modify, or create derivative works of the Services, including any User Content, (b) reverse-engineer, disassemble, or attempt to derive the source code of the software used to provide the Application or Services, or (c) provide or distribute the Services to third parties. You may not use the Site or the Services for any commercial or other purposes that are not expressly permitted by these Terms

User Assumption of Risk. Every User's use of the Services is at their own risk. Innospace.asia is not responsible for the conduct of, or your interactions with, any other User (whether online or offline) or any associated loss, damage, injury or harm.

Fees. Currently, Innospace.asia does not charge Space and/or Service Providers for listing a Space and/or Service on www.innospace.asia or charge for registering to find a Space and/or Service, but Innospace.asia may choose to charge for use of the Services in the future. Free use now does not guarantee free use in the future.

Prohibited Use. Other than as provided through the Site and Services, Users are prohibited from arranging Space and/or Service offer by any means other than the Site or Services. Private arrangements for use of Spaces and/or Service by Users is

prohibited and shall be prosecuted to the fullest extent of the law. Any use of the Site or Services that violates an applicable law or regulation is strictly prohibited.

Innospace.asia Accounts. To become an Space and/or Service Provider or Vendor, you are required to create a Innospace.asia Account, which can currently be created at no charge to you. To create a Innospace.asia Account, you must provide your information and create a password. Providing false or misleading information during the Account registration process is prohibited and will lead to the cancellation of your Account as well as the suspension of all Services, at Innospace.asia's discretion. You agree to promptly update your Account information in order to keep it current, complete and accurate. You are solely responsible for any loss caused by your failure to keep your Account information up-to-date. You must keep your password secure and confidential. You are solely responsible for all use of the Site or Services, and your Account is subject to termination if you or anyone using your Account violates these Terms. You agree to immediately notify Innospace.asia of any unauthorized use of your Account. Innospace.asia shall not be liable for any losses or damage arising from unauthorized use of your Account or password, and you agree to indemnify and hold Innospace.asia harmless for any damages arising out of the improper or illegal use of our Site or Services associated with the use of your Account by you or anyone else. We reserve the right in our sole discretion to terminate without notice the account of any User we have reason to believe may be using the Services either fraudulently, in bad faith or in violation of these Terms of Service.

User Content: Content provided through the Site or Services, such as information, descriptions and images regarding Spaces and/or Service, may be provided by a Space and/or Service Provider, or other User ("User Content"). User Content may include but is not limited to any feedback, comments or ratings provided by any end user. If you provide any User Content, you represent and warrant that such content is accurate and true, and does not (a) infringe the intellectual property, moral or publicity rights of any third party, (b) contain any defamatory, libelous, obscene, sexually suggestive or otherwise offensive content (including material promoting or glorifying hate, violence, or bigotry), (c) contain any worms, viruses or otherwise malicious software or (d) violate any applicable law or regulation. By posting or uploading any User Content you hereby grant Innospace.asia and its affiliates and sublicensees a worldwide, non-exclusive, perpetual, royalty-free license to publish, reproduce, perform, display and distribute such User Content in any form as part of the Site or Services or in order to promote and market Innospace.asia. We reserve the right to remove, suspend access to or permanently delete any User Content, without notice, at Innospace.asia's sole discretion.

Space and/or Service Provider Responsibilities. A Space and/or Service Provider is solely responsible for obtaining any and all permits and/or approvals necessary to rent a Space, to host events, or otherwise participate in the Innospace.asia service. Space Provider solely is responsible for ensuring that the Space and/or Service is safe and suitable. Space and/or Service Provider is solely responsible for paying any applicable insurance, taxes, levies, or fees with respect to providing use of a Space and/or Service.

Space Provider is solely responsible for obtaining and maintaining insurance policy or policies sufficient to cover the use of each Space you offer via the Service, as set forth in further detail below. Any violation of these requirements may result in the immediate termination of your account, and/or a civil action, demand or suit for damages, as applicable.

Space and/or Service Provider and Innospace.asia. Space and/or Service Provider shall provide Innospace.asia with its fullest cooperation in making each Space and/or Service ready for offer, and ensuring the success of each offer. Space and/or Service Provider hereby grants Innospace.asia permission to physically enter a listed Space at an agreed upon time and date, and agrees to allow Innospace.asia to take photographic and/or video images of your Space and/or Service in connection with other Services, at Innospace.asia's sole discretion. Space and/or Service Provider shall provide the Space and/or Service in the condition described in the advertisement, pictures, and announcements posted on Innospace.asia.

Space and Service Use Agreement and Payment. In order to enter into a binding agreement to rent a Space and/or Service, Space and/or Service Provider must execute a Space and Service Use Agreement [[Space](#) and Service [Use Agreement](#)]. This Agreement includes important terms, including a Space and/or Service's rental price, and the Space's cancellation policy, and every User should review it carefully. Full payment for the Rental must be paid by user to Innospace.asia at the time of booking and entering into the Space and Service Use Agreement. Innospace.asia shall transmit the rental fee to the Space Provider within 3 business days after the Space rental, minus any applicable taxes, commissions, and amounts withheld to address Event Organizer concerns or complaints about the Rental, if any.

Innospace.asia shall not collect any credit card information. Payments by Event Organizer may be handled by a third-party vendor. Innospace.asia shall not be responsible or liable for the acts of the third-party vendor.

Innospace.asia Commission. Innospace.asia shall charge a Commission for each Space rented, each time the Space is rented. Any attempt by a new or returning User to bypass or circumvent Innospace.asia's commission is a breach of the Terms and a violation of use and shall be prosecuted by Innospace.asia to the fullest extent permitted by law.

Intellectual Property. Innospace.asia and its licensees shall at all times solely own and maintain all right, title and interest in (a) the Services, all content therein and related documentation and all enhancements, derivatives, bug fixes or improvements to the Services; (b) all trade names, trademarks, and logos of Innospace.asia and the photos that Innospace.asia takes of your Spaces. All references in these Terms or any other communications to the sale, resale or purchase of the foregoing or any Services shall mean only the right to use the Services pursuant to these Terms. As between the parties, and subject to the foregoing, all right, title and interest in the following shall remain solely yours and that of your licensors: (a) any goods or services provided by

you, and any advertising or other information provided by you with respect thereto, and (b) your trade names, trademarks, and logos.

Cancellation Policies. Space Providers shall provide a Cancellation Policy, setting forth the terms of reimbursement, if any, in the Space Use Agreement for each Space. Event Organizer must review the Cancellation Policy contained in the Space Use Agreement carefully. Regardless of the Cancellation Policy, processing fees (up to 4%) are not subject to cancellation or reimbursement.

Privacy. Space Provider understands that Innospace.asia collects data from Event Organizers who use the Services, which data includes information that may personally identify such Event Organizers or describe their personal interests. Innospace.asia also uses data obtained from Space Providers. Innospace.asia may use such data in accordance with its Privacy Policy.

Confidentiality. User acknowledges that Innospace.asia may disclose to User certain information that is confidential or proprietary to Innospace.asia, the Site or the Services. User may disclose to Innospace.asia certain information regarding its business and operations. Either party (the "Receiving Party") receiving information from the other party (the "Disclosing Party") which the Disclosing Party has marked or identified as confidential or proprietary, or which should reasonably be considered confidential or proprietary given its content and the circumstances of its disclosure (collectively, "Confidential Information"), agrees to keep such Confidential Information confidential during and after the Term and not disclose or use such Confidential Information except in performance of the Receiving Party's obligations hereunder. Confidential Information shall not include information (i) already lawfully known to or independently developed by the Receiving Party without access to or use of the Confidential Information of the Disclosing Party, (ii) lawfully received by the Receiving Party from any third party without restrictions, (iii) publicly and generally available, free of confidentiality restrictions, or made publicly available through the Services by the Space Provider; or (iv) required to be disclosed by law, provided that the Receiving Party provides prompt notice of such requirement to the Disclosing Party, in order to provide the Disclosing Party with a reasonable opportunity to obtain an appropriate protective order. The Receiving Party shall restrict disclosure of Confidential Information to those of the Receiving Party's employees and officers with a reasonable need to know such information and which are bound by written confidentiality obligations no less restrictive than those set out herein.

Insurance. As a condition of use of the Site and Services, every Space Provider must be a named Insured in an insurance policy or policies that cover any Loss arising out of the use of that particular Space by the Event Organizer, its guests, invitees, vendors, clients, customers or licensees, including policies covering property damage, casualty, personal injury, fire, and general liability. As a condition of the use of the Site and Services, Space Provider must warrant and represent that it has obtained and does maintain such insurance policies at all times during which its Space(s) is/are listed on Innospace.asia. Such insurance must be sufficient to cover all uses of the Space associated with any activity that an Event Organizer conducts there, and any use of the

Space using the Services. Event Organizers may opt to purchase additional insurance to cover their use of each individual Space.

Indemnifications. All Users shall indemnify, defend, and hold harmless Innospace.asia and the Site against any and all claims, demands, damages, costs or expenses (including attorneys' fees and court costs) which Innospace.asia may suffer or incur in connection with any claim, demand, action, lawsuit or other proceeding whatsoever by any User, Event Organizer, Space Provider or third party, arising directly or indirectly out of any individual or entity's use of the Site, the Services or a Space.

In particular,

1. Event Organizer shall indemnify Innospace.asia from and against any and all demands, suits, proceedings, assertions, damages, costs, liabilities or expenses (including court costs and reasonable attorneys' legal fees) which Innospace.asia may suffer or incur in connection with any claim, demand, action, lawsuit or other proceeding by any third party, including but not limited to a Space Provider or an Event Organizer or its invitees, licensees, employees, officers, directors, agents or assigns, arising out of or relating to any (a) the breach of these Terms by Event Organizer or anyone using Event Organizer's computer, mobile device or Account; or (b) the breach of a Space Use Agreement by Event Organizer or its assignee, guest, invitee, vendor or service professional; or (c) damage caused to a Space by an Event Organizer or its guests, licensees, invitees, vendors or service professionals; or (d) injury caused to a an Event Organizer or its guests, licensees, invitees, vendors or service professionals as a result of a condition at the Space; or (e) the violation of any law or regulation, by Event Organizer or by anyone using Event Organizer's computer, mobile device or Account; (f) any other breach, or tort or failure by Space Provider, or Event Organizer or any third party, to the fullest extent permitted by applicable law.
2. Space Provider shall indemnify and hold harmless Innospace.asia from and against any and all demands, suits, proceedings, assertions, damages, costs, liabilities or expenses (including court costs and reasonable attorneys' legal fees) which Innospace.asia may suffer or incur in connection with any claim, demand, action, lawsuit or other proceeding by any third party, including but not limited to an Event Organizer or its invitees, licensees, employees, officers, directors, agents or assigns, arising from or relating to any (a) failure of Space Provider to provide the Space at the agreed upon date or time, or in the warranted or represented condition, (b) failure of Space Provider to correctly identify or update the price or prices of a Space, (c) any malfunctions or problems caused by, at or associated with the Space, (d) failure of the Space or any goods or services provided by Space Provider to comply with any specifications or descriptions provided by Space Provider or any other warranty provided by Space Provider, (e) the breach of these Terms by Space Provider or anyone using Space Provider's computer, mobile device or Account; (f) the breach of a Space Use Agreement by Space Provider or its assignee, landlord or tenant; (g) the violation of any law or regulation, by Space Provider or by anyone using Space Provider's

computer, mobile device or Account; or (h) any other breach, or tort or failure by Space Provider, or Event Organizer or any third party, to the fullest extent permitted by applicable law.

Vendors. Innospace.asia may permit certain providers of services such as photographers, musicians, caterers, etc. to list their information on Innospace.asia. Vendor information is provided purely for informational purposes only. Innospace.asia does not endorse the Vendors in any way, and is not liable in any way whatsoever for any representations of Vendors or the services they provide. Innospace.asia also does not make any representation, warranty or guaranty to any Vendor, and shall not be liable to any Vendor for any act or omission of innospace.asia or User or any third party. Each Vendor is a User hereunder, and is subject to the Terms as applicable.

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Under the **Digital Millennium Copyright Act of 1998** (the "

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Innospace.asia Reservation of Rights. Innospace.asia reserves the right at any time to refuse to list a Space or cancel the listing of a Space or to remove a Space listing for any reason whatsoever. Innospace.asia also reserves the right to cancel the registration of any Event Organizer. Users agree that there shall be no recourse against Innospace.asia for exercising its right to refuse a listing, or for removing the listing of a Space from the Site.

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(US\$100), IF NO SUCH PAYMENTS HAVE BEEN MADE, AS APPLICABLE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN INNOSPACE.ASIA AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

No Endorsement. Innospace.asia does not endorse any Space and/or Service Provider. Users understand and agree that the images on the Site or Service are intended only to indicate a photographic representation of the Space and/or Service at the time the photograph was taken, and are not an endorsement of the Space and/or Service by Innospace.asia. Event Organizers and Space and/or Service Provider are required by these Terms of Service to provide accurate information, but Innospace.asia makes no representations about, and does not confirm any details about the Space and/or Service. By using the Site or Services, Users further agree that any legal remedy or liability that you seek to obtain for actions or omissions by a Space and/or Service Provider or other third party will be limited to a claim against the Space and/or Service Provider, and not Innospace.asia.

Miscellaneous. These Terms represent the entire agreement between the parties regarding the subject matter hereof and supersede any and all other previous agreements between the parties regarding the subject matter hereof. These Terms shall continue to be in full force and effect, regardless of any subsequent agreement between and amongst any of the Users, and shall survive termination of the Terms, as well as the termination or suspension of any User Account. Innospace.asia may assign its rights or obligations pursuant to these Terms. Users shall not assign any rights under these Terms and any attempted assignment shall be void. If any provision of these Terms shall be deemed invalid or unenforceable by a court of competent jurisdiction, such provision shall be interpreted to give maximum effect to its terms as permitted under law, and such invalidity or unenforceability shall not affect the validity or enforceability of any other part or provision of these Terms which shall remain in full force and effect.

Governing Law. These Terms shall be governed by the laws of HKSAR. Any dispute arising out of or relating to these Terms and Conditions or the use of Innospace.asia.co and the Services shall be governed by the laws of HKSAR. The Parties shall submit to the exclusive jurisdiction of courts of competent jurisdiction in Hong Kong, for the resolution of any dispute arising out of or relating to these Terms and Conditions or the use of Innospace.asia.co and the Services.

Last updated: Feb, 2016

**NEXT INNOVATION TECHNOLOGY LTD.
SPACE AND SERVICE USE AGREEMENT
(LAST UPDATED FEB, 2016)**

Effective Date:

Space Provider:

Service Provider:

Space Name:

Space Address:

Event Description:

Event Date:

Event Time (inclusive of set up and clean up):

Usage Fee:

Excess Time Hourly Fee:

Cancellation Policy:

THIS AGREEMENT (the "**Agreement**"), made as of the Effective Date, is **by and between Space and/or Service Provider and the user** (each a "**Party**" and collectively, the "**Parties**").

WHEREAS, Event Organizer desires to use the **Space and/or Service** for the **Event**; and WHEREAS, the Parties used services provided by NEXT INNOVATION TECHNOLOGY LTD. ("**Innospace**") to engage each other.

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Space Use.** Space Provider hereby represents that she or he is the authorized to rent out the Space. Space Provider hereby grants Event

Organizer a limited and revocable license (the "**License**") to use the Space, located at the **Event Date**, during the **Event Time**, and only for the purposes set forth in Section 7 of this Agreement.

2. **Event Time.** The Event Time is inclusive of set-up and clean-up time. Event Organizer shall not have access to the Space at any time other than these hours on the Event Date, unless Event Organizer receives prior written consent of Space Provider.
3. **Usage Fees.** USER shall pay the **Usage Fee** for the use of the Space, which includes a commission ("**Innospace Charge**") to Innospace. The Usage Fee is due in full at the time of the booking, prior to the Event Date (the "**Payment Due Date**"), and shall be made payable to Innospace (check and wire instructions available upon request). If Event Organizer fails to pay the full Usage Fee to Innospace, Space Provider shall have the right to revoke the License. The Parties acknowledge and agree that Innospace shall forward the Usage Fee minus the Innospace Charge and any other deductions for applicable taxes and levies, before remitting the remaining Usage Fee to Space Provider up to three days after the Event Date. The Parties also acknowledge and agree that Innospace shall have the right to retain additional Usage Fees to address any complaints or concerns received from the Event Organizer in connection with the Event, if necessary.
4. Innospace will not collect any credit card information. Payments by Event Organizer may be handled by a third-party vendor. Innospace shall not be responsible or liable for the acts of the third-party vendor.

5. **Security Deposit.** Space Provider may ask the Event Organizer to pay a **Security Deposit** upon execution of this Agreement. The Security Deposit may be used to compensate Space Provider for any damage to the Space, or for Excess Time Fees incurred, as set forth in paragraph 5 below.
6. **Excess Time Fees.** Usage Fees are based on the stated actual hours which include setup and cleanup time. If Space user, guests, or service providers exceed the block of hours comprising the Event Time for any reason, unless such excess time is agreed to in writing in advance by Space Provider, **Excess Time Fees** shall be assessed and billed in 1/2 hour increments. The Security Deposit may be used to compensate Space Provider for Excess Time Fees, if Event Organizer does not promptly offer other forms of payment for Excess Time Fees.
7. **Right of Entry.** Space Provider shall have the right to enter the Space at any time for any reasonable purpose, including any emergency that may threaten danger to the Space, or injury to any person in or near the Space.
8. **Permitted Use.** Event Organizer is authorized pursuant to the License to use the Space to hold the Event, and for no other purpose, unless Space Provider gives Event Organizer prior written authorization for additional permitted uses. Event Organizer may not use the Space in any manner that may render the insurance for the Space or upon any of Space Provider's property void, or which may result in increased insurance premiums for Space Provider with respect to the Space or any other of Space Provider's property.

9. **Condition of Premises.** The Space shall be provided in good condition, as-is, Event Organizer shall leave the Space in the same or similar condition as when Event Organizer entered. Event Organizer shall be responsible for any damage caused to the Space beyond ordinary wear and tear, and shall be required to arrange for the repair of any such damage. In the event that Event Organizer does not satisfactorily arrange for such repair, Space and/ or Service Provider shall be entitled to arrange for any necessary repairs at Event Organizer's expense. Event Organizer shall reimburse Space and/ or Service Provider for any such repairs within 30 days of receipt of Space and/ or Service Provider's written request for reimbursement, which request shall be accompanied by written verification of the damage incurred and amount of expenses incurred.
10. **Removal of Property.** All equipment, installments, decorations, and personal property of Event Organizer or any of Event Organizer's service providers, guests or invitees must be removed from the Space within the aforementioned hours of the Event. Unless otherwise agreed to in writing by the Parties, any such equipment, installments, decorations, or personal property left in the Space after the Event shall be considered abandoned and may be disposed of by Space Provider accordingly.
11. **Release.** Parties, on behalf of themselves and their respective assigns, subrogees, representatives and all other persons or entities acting for, by or through it, hereby release and forever discharges Innospace, its directors, officers, agents, representatives, employees, and insurers, from any and all liability, claims, demands, actions or

rights of action, of whatever nature, character or description, for personal injury, property damage or death that arise from, are related to or are in any way connected with Event Organizer or its guests or invitees use of the Space and/ or Service (" **Claims**"), including without limitation and to the fullest extent permitted by law, any Claims in part or in whole arising from, related to or in any way connected with the alleged or in fact negligent acts or omissions of Innospace, its directors, agents, employees, officers, and representatives. In the event either Party suffers any loss to person or property, such Party shall look solely to its, his or her insurance coverage, if any, and shall make no claim whatsoever against Innospace.

12. Indemnification

1. Event Organizer hereby indemnifies and holds harmless Space and/ or Service Provider and its employees, officers, directors and agents from any damages, actions, suits, claims, or other costs (including reasonable attorneys' fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) caused by Event Organizer's use of the Space and/ or Service, including any acts or omissions on the part of Event Organizer, its employees, officers, directors, independent contractors, or other agents. Event Organizer shall notify Space and/ or Service Provider of any damage or injury of which it has knowledge in, to, or near the Space and/ or Service, regardless of the cause of such damage or injury. Furthermore, Event Organizer hereby indemnifies and holds harmless Space and/ or Service Provider's landlord, its employees, officers, directors, and agents from any damages, actions, suits, claims, or other costs (including reasonable attorney's fees) arising out of or in

connection with any damage to any property or injury caused to any person (including death) caused by Event Organizer's use of the Space and/ or Service, including any acts or omissions on the part of Event Organizer, its employees, officers, directors, independent contractors, or other agents.

2. Parties hereby indemnify and hold harmless Innospace and its employees, officers, directors and agents from any damages, actions, suits, claims, or other costs (including reasonable attorneys' fees) to the fullest extent permissible by law, arising out of or in connection with any damage or injury (including death) caused to any person arising out of, related to or in connection with (i) Event Organizer's use of the Space and/ or Service, (ii) Space and/ or Service Provider's lease of the Space and/ or Service, (iii) breach of this Agreement, including any acts or omissions on the part of Event Organizer, Space and/ or Service Provider or their respective employees, officers, directors, independent contractors, or other agents, (iv) dispute between the Parties arising out of or relating to this Agreement, (v) Innospace's role as optional mediator in any dispute between the Parties pursuant to Paragraph 19 below, or (vi) any other violation of applicable laws or regulations.
 3. For the avoidance of doubt, Parties acknowledge and agree that Innospace is not a party to this Agreement. Further, no provision of this Agreement is intended to impose any liability on Innospace for any provision hereunder.
13. **Insurance.** Space and/ or Service Provider and Event Organizer jointly and severally warrant and represent that sufficient insurance exists to cover any damage, accident or loss whatsoever arising out of the use of the Space and/ or Service by the Event Organizer, its guests, invitees, vendors, clients, customers or licensees, including policies

covering property damage, casualty, personal injury, fire, and general liability ("Sufficient Insurance"). To the extent Space and/ or Service Owner has not obtained and does not have Sufficient Insurance, it shall require Event Organizer to purchase such Sufficient Insurance prior to the Event Date.

14. **Third Party Beneficiary.** Parties acknowledge and agree that Innospace is an intended third-party beneficiary of this Agreement.

15. **Compliance with Laws.** Event Organizer shall obtain and maintain any necessary permits, licenses, or other forms of permission necessary to use the Space according to the permitted uses set forth in Section 8 in a lawful manner. Event Organizer shall not use the Space in any manner that would violate local, state or federal laws or regulations. Event Organizer hereby indemnifies Space and/ or Service Provider, its employees, officers, directors, or other agents for any damages, penalties, fines, suits, actions, or other costs (including reasonable attorneys' fees) arising out of or in connection with Event Organizer's violation of any local, state or federal law, rule, regulation or ordinance related to Event Organizer's use of the Space and/ or Service.

16. **Force Majeure.** In the event that Space and/ or Service Provider is unable, for reasons beyond its control, to make the Space available to Event Organizer on the Event Date for the purposes as set forth in this Agreement, Event Organizer shall have the option of choosing an alternate date to hold the Event (the " **Alternate Event Date** "), at no extra charge to Event Organizer. If Event Organizer selects an Alternate Event Date that is reasonably acceptable to Space and/ or

Service Provider, then the Alternate Event Date shall replace the Event Date for the purposes of this Agreement, and all obligations, rights, duties and privileges as set forth in this Agreement shall remain binding on the Parties. If Event Organizer and Space and/ or Service Provider cannot agree upon an Alternate Event Date within 10 days of the original Event Date, then Space and/ or Service Provider shall refund to Event Organizer the full amount of the Usage Fee (including the full Deposit). In neither case shall Space and/ or Service Provider be liable for any additional costs or damages suffered by Event Organizer (over and above the Usage Fee) arising out of a rescheduling or cancellation of the Event pursuant to this Section 16.

17. **Revocation.** Space Provider shall have the right to revoke the License at any time prior to the Event Date, provided it gives Event Organizer 14 days prior written notice of revocation. Space Provider's right to revoke is limited to the following reasons for revocation only: nonpayment of fees, breach of this Agreement, or if the Space and/ or Service is being used for a purpose which Space and/ or Service Provider subjectively finds inappropriate or offensive. In the event that Space and/ or Service Provider revokes the License prior to the Event for reasons other than nonpayment of fees or breach of this Agreement by Event Organizer, Space and/ or Service Provider shall refund to Event Organizer the full amount paid by Event Organizer in connection with this Agreement, including the entire Deposit.

18. **Assignment.** Neither Party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other Party.
19. **Dispute Resolution.** The Parties are encouraged to resolve their differences amicably among themselves at the earliest possible date in the first instance. In the event a dispute cannot be resolved among the Parties, either Party may seek Innospace's assistance in resolving the dispute via informal mediation. The Parties agree that Innospace may at any time decline to mediate any dispute. The Parties agree to indemnify and hold harmless Innospace for its role in the mediation process.
20. **Governing Law.** This Agreement shall be construed in accordance with, and governed in all respects by, the laws of HKSAR **the State of New York**, without regard to conflicts of law principles.
21. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
22. **Severability.** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
23. **Entire Agreement.** This Agreement constitutes the entire agreement between Event Organizer and Space and/ or Service Provider, and

supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.