



**SpacetoCo**  
**Terms and Conditions of Service**

Version 11.3.1, November 2018

These Terms and Conditions of Service constitute an agreement between SpacetoCo and You as a user of this Website, Application or the services which SpacetoCo provides. Please read them carefully – they contain important information about Your rights and obligations, including specific limitations or requirements that may be applicable to You when You use the Platform. By using this Platform to search for a Space or to offer a Space for Hire, You agree to these Terms and Conditions and to any amendments which may be made from time to time in the manner provided for below.

1. KEY TERMS AND DEFINITIONS

- (a) “**Account**” means a personal account given to the User upon successful completion by that User of SpacetoCo’s registration procedure.
- (b) “**Add-Ons**” means any additional item, equipment or personnel which the Host intends to provide in accordance with the Hire of a Space.
- (c) “**Agreement**” means these Terms and Conditions of Service as amended from time to time.
- (d) “**Application**” means the program or group of programs and related software through which SpacetoCo makes available the Business.
- (e) “**Business**” means SpacetoCo’s business of facilitating an online platform whereby:
- (i) Hosts can post Host Content and create Listings for the Hire of a Space;
  - (ii) Guests and Hosts can connect and communicate with one another;
  - (iii) Guests and Hosts can enter into a Hire arrangement for a Space; and
  - (iv) Guests can make payment for the Hire of the Space.
- (f) “**Claim**” means any claim in law or equity, or under statute, for a remedy of any nature whatsoever, whether contingent, prospective, actual or otherwise and including any and all claims, actions, sums of money, arbitrations, suits, counterclaims, demands, causes of action, debts due, verdicts, judgments, damages, losses, account reckonings, proceedings, charges, costs (whether on an indemnity or party/party basis) and expenses.
- (g) “**Content**” means text, graphics, images, music, software, audio, video, information or other materials in digital form or otherwise.
- (h) “**Hire**” means a short-term lease or limited license to occupy, under which a Host makes available a Space for use by a Guest.
- (i) “**Host**” means a person or entity that lists a Space for Hire using the Platform.
- (j) “**Host Content**” means all Content created or provided by a Host that a Host posts, uploads, publishes, submits, transmits, or includes in their Listing, profile or promotional campaign to be made available through the Platform.
- (k) “**Listing**” means an active listing for Hire of a Space by a Host.
- (l) “**Listing Rate**” means the fee (on an hourly basis) that the Host nominates to charge Guests for the Hire of a Space.
- (m) “**Messaging System**” means the messaging system contained on the Platform and referred to in clause 16.

- (n) **“Payment Time”** means, in relation to a booking for the Hire of a Space by a Guest, the time that is 24 hours before that Hire of the Space commences.
- (o) **“Platform”** means the Website and/or Application.
- (p) **“Privacy Policy”** means SpacetoCo’s Privacy Policy as amended from time to time, and which is described in clause 12.
- (q) **“Security Deposit”** means a security deposit which may be added by the Host to their Listing in accordance with clause 11.
- (r) **“Service Fee Schedule”** means SpacetoCo’s schedule of fees as amended from time to time, which is described in more detail in clause 6(a).
- (s) **“SNS”** means a third party social networking site.
- (t) **“SNS Account”** means an account the User holds with an SNS.
- (u) **“SNS Content”** means any User content that is provided to or stored in an SNS Account.
- (v) **“Space”** means any property, facility or premises made available for Hire using the Website.
- (w) **“Spacer or Guest”** means a person or entity that Hires a space using the Platform.
- (x) **“SpacetoCo”** means SpacetoCo Pty Ltd (ACN 610 588 424), and includes any of its subsidiaries.
- (y) **“SpacetoCo Intellectual Property”** means any trademarks, service marks, logos, artworks, designs, software applications, or similar Content (including Content licensed from third parties) which SpacetoCo makes available through the Platform or its related promotional campaigns and social media channels, whether or not registered or patentable and whether or not created by SpacetoCo.
- (z) **“Stripe”** means Stripe, Inc of 185 Berry Street #550, San Francisco, CA 94107, USA.
- (aa) **“Stripe System”** has the meaning given in clause 6(d).
- (bb) **“User”** means a person or entity that accesses or uses the Platform or services offered by SpacetoCo for any purpose, and include both Hosts and Guests.
- (cc) **“Website”** means spacetoco.com or any other website through which SpacetoCo makes available its Business.
- (dd) **“We”, “Us” and “Our”** refers to SpacetoCo or its duly authorized officers, employees, agents and representatives.
- (ee) **“You” and “Your”** refers to the User, Host or Guest, as the context requires.
2. ACKNOWLEDGEMENT OF TERMS AND CONDITIONS
- (a) By accessing and/or using the Platform in any way, You accept and agree to be bound by this Agreement.
- (b) We reserve the right, in Our sole discretion, to change this Agreement in any manner and at any time without notice to You.
- (c) A copy of the current version of this Agreement will be made available at <http://blog.spacetoco.com/terms-and-conditions/>. You acknowledge it is Your sole responsibility to review and check any updates to this Agreement from time to time.
- (d) Your continued use of the Platform will be deemed acceptance of any changes to the Agreement on and from that time.
- (e) If You do not agree with this Agreement, You should immediately stop using the Platform.
3. REGISTRATION
- (a) In order to use the Platform, as either a Host or a Guest, You must register as a User through the Website located at <http://www.spacetoco.com/register-your-interest/>.
- (b) You acknowledge and agree that, in order to register to use the Platform, You are obligated to provide Us with true and accurate personal information including but not limited to Your full name, address, email address and mobile telephone number.
- (c) You are also required to provide Us with financial information, including but not limited to bank account and credit card details, which are maintained by Stripe in accordance with clause 6, below.
- (d) A successfully registered Account is required for:
- (i) a Host to be able to create a Listing for a Space; and
- (ii) a Guest to be able to Hire a Space.

(e) Upon successful completion of Your registration as a User:

(i) You will be provided with an Account, accessible to You by a password of Your choice (and which You are responsible for safeguarding); and

(ii) subject to You at all times complying with this Agreement, We will grant You a non-exclusive, non-transferable right to use the Platform (which is otherwise revokable).

(f) You are not permitted to have more than one Account, including if You are both a Host and a Guest. Users will be permitted to act as both a Host and a Guest while using their Account.

#### 4. SOCIAL MEDIA

(a) Users will have the ability to link their Account to an SNS Account from time to time, and may log in to their Account using the SNS.

(b) This clause 4 applies in the event a User links their Account with an SNS Account.

(c) If You log in to Your SNS Account, You may link Your Account with the SNS Account by either:

(i) providing the SNS Account login information to Us through the Platform; or

(ii) allowing Us to access Your SNS Account, as is permitted under the applicable terms and conditions that govern Your use of each SNS Account.

(d) You represent You are entitled to disclose Your SNS Account login information to Us and/or grant Us access to Your SNS Account, without breach by You of any of the terms and conditions that govern Your use of the applicable SNS Account and without obligating Us to pay any fees or making Us subject to any usage limitations imposed by such third party service providers.

(e) By granting Us access to Your SNS Account, You understand We may access, make available and store (if applicable) SNS Account so that it is available on and through the Platform through Your Account.

(f) Depending on the SNS Account You choose and subject to the privacy settings You have set in such SNS Account, personally identifiable information You post to Your SNS Account (including SNS Content) may be made available on and through Your Account on the Platform.

#### 5. THE PLATFORM

(a) By using the Platform, You acknowledge and agree the services being provided to You by Us are limited solely to the Business.

(b) You are solely responsible for any activities or actions when using Your Account, whether or not You have authorised those activities or actions. You acknowledge that SpacetoCo accepts no liability in connection with the information or data uploaded (by You) to the Platform or any results obtained from Your use of the Platform and, to the extent permitted by law, SpacetoCo expressly disclaims any warranty or liability to You as regards Your use of the Platform.

(c) Subject to the Privacy Policy, We may from time to time monitor and view Content uploaded by You on the Platform for the purposes of ensuring You are in compliance with the terms of this Agreement.

(d) If You are acting on behalf of another person (including an individual or corporate entity), You and that other person warrant that You are authorised to act on behalf of that person and are capable of binding You and that other person to this Agreement.

#### 6. PAYMENTS AND FEES

(a) We take a fee for providing the Platform, in accordance with the Service Fee Schedule [located at <https://intercom.help/spacetoco/payments-on-spacetoco/spacetoco-as-a-business> in effect from time to time (which is incorporated in this Agreement)]. By using the Platform, You are deemed to have accepted, read and complied with the Service Fee Schedule.

(b) SpacetoCo uses Stripe to process payments made through the Platform.

(c) Any credit card details and bank account details You provide are maintained by Stripe, and are not accessible by Us.

(d) Payment processing services for the Host on SpacetoCo are provided by Stripe and are subject to the Stripe Connected Account Agreement [<https://stripe.com/au/connect-account/legal>], which includes the Stripe Terms of Service [<https://stripe.com/au/legal>] (collectively, the "Stripe Services Agreement"). By agreeing to this agreement and continuing to operate as a host on SpacetoCo, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of SpacetoCo enabling payment processing services through

- Stripe, you agree to provide SpacetoCo accurate and complete information about you and your business, and you authorize SpacetoCo to share it and transaction information related to your use of the payment processing services provided by Stripe. Users should refer to Stripe's Terms of Service [located at <https://stripe.com/au/legal/>] for information about how financial information is collected and maintained, and as to the system used by Stripe to process payments ("**Stripe System**").
- (e) We are provided with a token by Stripe which We use to collect payment from You in respect of any Space that You Hire, in accordance with the terms of this Agreement.
- (f) Guests acknowledge that:
- (i) Once You have successfully Hired a Space from a Host, the following fees will be deducted (using the credit card information You have provided in accordance with clause 10(c) below) at the Payment Time:
- A. the total amount payable to the Host for the Hiring of the Space in accordance with the Listing Rate; and
- B. a fee in accordance with the Service Fee Schedule ("**Guest Charge**");
- (ii) It is Your sole responsibility to ensure that You have sufficient funds available on the credit card for which You have provided Us with details to pay the amounts referred to in clause 6(f) at the Payment Time, and You agree to indemnify Us for any loss or damage suffered as a result of You not having such sufficient funds available;
- (iii) payment will be processed through the Stripe System;
- (iv) We will retain the Guest Charge once it has been processed through the Stripe System; and
- (v) the Guest Charge is a fee payable to SpacetoCo to secure the booking and provide the Platform, and is not refundable in any circumstances other than as contemplated in this Agreement.
- (g) Hosts acknowledge that once the Guest has been charged the fees referred to in clause 6(f) (i) at the Payment Time:
- (i) the Guest's payment will be processed through the Stripe System;
- (ii) once the Guest's payment has been processed through the Stripe System, a fee in accordance with the Service Fee Schedule ("**Host Fee**") will be:
- A. automatically deducted from the fee paid by the Guest for use of the Space; and
- B. retained by Us; and
- (iii) the Host Fee is a fee payable to SpacetoCo to secure the booking and provide the Platform, and is not refundable in any circumstances other than as contemplated in this Agreement.

## 7. PASSWORDS

- (a) When using or accessing the Platform, You acknowledge and agree You must:
- (i) ensure all user names and passwords required for You to access the Platform are kept secure and confidential and are not disclosed to any other party;
- (ii) immediately notify Us of any unauthorised use of Your passwords or any other breach of security associated with Your Account; and
- (iii) take all other actions We deem reasonably necessary to maintain or enhance the security of Your Account and Your use of the Platform.
- (b) We accept no responsibility or liability for loss which occurs as a result of any unauthorised use of Your Account and You agree and acknowledge that You may be held responsible for losses incurred by Us or any third party due to any such unauthorised use.

## 8. ACCURACY OF INFORMATION

- (a) You agree to maintain accurate, complete and up-to-date (personal) information in Your Account.
- (b) Your failure to maintain accurate, complete, and up-to-date account information, including having an invalid or expired payment method, may result in Your inability to access and use the Platform, and may lead to a temporary suspension or permanent ban of Your Account.
- (c) We are not liable to You for:

- (i) any loss or damage You may incur as a result of You not providing Your current personal details; or
  - (ii) any delay or failure by You in receiving any communication from Us regarding the Platform.
9. HOSTS
- (a) This clause 9 applies to any Host who lists a Space for Hire on the Platform from time to time.
  - (b) You agree that:
    - (i) You are an independent contractor who has no affiliation with Us; and
    - (ii) We bear no liability or responsibility to You or any third party in connection with the Listing and Hire of a Space or otherwise.
  - (c) As a Host, You may create and edit Listings for Spaces You are offering for Hire, and upload Host Content to describe or promote Your Listings.
  - (d) It is Your sole responsibility to determine the Listing Rate.
  - (e) If the Space You list comes with any Add-Ons, it is Your sole responsibility:
    - (i) to include full details and specifications of the Add-Ons in Your Listing; and
    - (ii) to include the fee that You wish to charge for the Add-Ons as part of the Listing.
  - (f) We reserve the right to remove any Host Content from the Platform which We determine in Our sole discretion will reflect adversely on or be likely to cause prejudice to SpacetoCo or the Platform, or is illegal, offensive or otherwise inappropriate.
  - (g) Your Listing as a Host must include the information requested on Our Listing Registration Form [a copy of which can be viewed by You at [spacetoco.com](http://spacetoco.com)]. If You do not provide the information in the Listing Registration Form, the Listing will not be processed or published on the Platform.
  - (h) You represent and warrant that You have undertaken Your own enquiries (through use of the Messaging System, the review and ratings system or otherwise) regarding a particular Guest to whom You agree to Hire a Space. You understand that any offers You make on the Platform may result in You owing Guests certain obligations under consumer law and other applicable laws. You agree that such responsibilities are Your sole responsibility and that We are neither a party to any transaction (whether completed or not) between You and any Guest, nor responsible for any obligations arising between You and any Guest.
- (i) You are solely responsible for the accuracy of Your listing and all Host Content, and for clearly describing any special terms and conditions applicable to Guests using or occupying Your Space.
  - (j) You represent and warrant that:
    - (i) You have the full legal right and authority to offer the Space for Hire and enter into a contract for its Hire; and
    - (ii) You have complied with all applicable agreements (including but not limited to strata agreements, homeowners association rules or similar requirements and the terms of any applicable lease), and with any laws, ordinances, regulations, use restrictions or similar limitations applicable to the use or Hire of Your Space or use of any Add-Ons, and by entering into an agreement for Hire with any Guest, You will not be contravening the terms of any applicable agreement, law, regulation or authority.
  - (k) You represent and warrant that the Spaces and Add-Ons You offer will be suitable and available for the activities suggested or implied by the description in Your Listing.
  - (l) You represent and warrant that You have obtained and will maintain appropriate and adequate insurance coverage for the Spaces You list, including but not limited to public liability insurance, and that You are familiar with and have complied with any requirements or limitations in Your insurance policy of coverage which may limit or otherwise affect Your ability to list the Space for Hire. You acknowledge that, whilst SpacetoCo may effect and maintain its own insurance from time to time (which may address various risks associated with the Hire of a Space), that does not vary, modify or affect Your obligations under this clause 9(l).
  - (m) You represent and warrant that You own or have the right to use all Host Content, and its use on the Website will not:
    - (i) violate any applicable laws, regulations or agreements; or

- (ii) constitute an infringement of the intellectual property or other rights of any third party.
  - (n) By posting Host Content onto the Platform, You grant Us a license to use that Host Content non-exclusively and royalty free for promotional or broadcast purposes in connection with the Platform and the Business including use by third parties as requested by us under general terms of use set by those third parties.
  - (o) You are solely responsible for ensuring You comply with all applicable taxation requirements and make payment of all taxes and duties regarding Your use of the Platform (including but not limited to determining whether You are required to be registered for GST and for disclosing and accounting for GST as required by law).
  - (p) You are not required to use SpacetoCo as Your exclusive listing source for Your Spaces, but You agree that You will not offer any Space through any other source, including Your own advertising or website, at a price or on terms more favourable than those offered through the Platform.
  - (q) If We determine (in Our sole discretion) that You are in breach of clause 9(o), We reserve the right to immediately:
    - (i) remove any published Listing or refuse to publish a proposed Listing;
    - (ii) temporarily suspend You from using the Platform; and/or
    - (iii) permanently ban You from using the Platform.

You acknowledge and agree that We are not liable for any loss or damaged incurred as a result of Us taking the action described in clause 9(p)(i), (ii) or (iii).
  - (r) To the maximum extent permitted by law, You indemnify SpacetoCo in relation to any loss, damage, cost, expense, action or liability suffered or incurred by, or brought, made or recovered by any person against, SpacetoCo in connection with:
    - (i) Your use of the Platform;
    - (ii) the provision by You of any Space and any representations You make (in Your Listing or otherwise) about the Space;
    - (iii) legal proceedings being commenced by a Guest or other user of the Platform
- relating to the Hire of a Space listed by You;
  - (iv) breach of any of Your warranties under this Agreement; or
  - (v) any other breach by You of this Agreement.
  - (s) In addition to clause 9(r), You release and discharge SpacetoCo to the fullest extent permitted by law from all Claims which You had, have or may have but for the operation of this clause against SpacetoCo in connection with this Agreement, the Hire of a Space or otherwise.
- ## 10. Guests
- (a) This clause 10 applies to any Guest who accesses, downloads content from, or otherwise uses the Platform, or Hires a Space, from time to time.
  - (b) You may browse available Spaces advertised through the Platform, and use the Platform to contact the Host and enter into an agreement to Hire the Space.
  - (c) You acknowledge and agree:
    - (i) You must maintain up to date credit card information to ensure prompt payment of any amounts due at the Payment Time;
    - (ii) Your reservation of a Space may be cancelled without further notice to You if Your payment is denied or returned for any reason by Your financial institution; and
    - (iii) We are not liable for any loss or damaged incurred as a result of Your reservation of a Space being cancelled in accordance with this clause 10(c).
  - (d) You represent and warrant You have conducted Your own enquiries (through use of the Messaging System, the review and ratings system or otherwise) regarding a particular Host and Space in respect of which you enter into a Hire agreement.
  - (e) You agree that:
    - (i) We are neither a party to any transaction (whether completed or not) between You and any Host, nor responsible for any obligations arising between You and any Host;

- (ii) We do not have access to or control over any of the Spaces that are Listed on the Platform; and
  - (iii) We make no representation or warranty regarding the quality, safety, condition or suitability of any Space nor of any Add-Ons provided by the Host.
- (f) You agree to access and use the Space only for the time period agreed between You and the Host, and only for the purposes specifically permitted by the Listing and to abide by any unique requirements or rules and regulations set forth in the Listing or in the Hire agreement between You and the Host. You agree that if You break any of the Host's rules (as described in the Listing), the Host (acting reasonably) may terminate the Hire immediately and You will not be entitled to any compensation for such termination.
- (g) You agree that You are solely responsible for the actions of other persons who occupy or use the Space with You during the relevant Hire period agreed, and that You will ensure their compliance with all of the conditions set forth in this Agreement and in Your Hire agreement with the Host. We accept no liability for any loss or damage suffered by any other person who occupies or uses the Space with You.
- (h) To the maximum extent permitted by law, You indemnify SpacetoCo in relation to any loss, damage, cost, expense, action or liability suffered or incurred by, or brought, made or recovered by any person against, SpacetoCo in connection with:
- (i) Your use of the Platform;
  - (ii) the use by You of any Space;
  - (iii) the actions of any person who occupies or uses the Space with You;
  - (iv) legal proceedings being commenced by a Host or other user of the Platform relating to Your Hire of a Space;
  - (v) breach of Your warranties under this Agreement; or
  - (vi) any other breach by You of this Agreement.
- (i) In addition to clause 10(h), You release and discharge SpacetoCo to the fullest extent permitted by law from all Claims which You had, have or may have but for the operation of this clause against SpacetoCo in connection with this Agreement, the Hire of a Space or otherwise.

## 11. SECURITY DEPOSITS

- (a) Hosts will have the right to add a Security Deposit to their Listing, and must include in the Listing the circumstances giving rise to the Host being entitled to make a claim on the Security Deposit.
- (b) If a Host includes a Security Deposit in the Listing of a Space, then by agreeing to Hire the Space, the Guest acknowledges and agrees that the Host will be entitled to make a claim on the Security Deposit (which would be processed by Stripe in accordance with its Terms and Conditions referred to in clause 6(d)) in the circumstances contemplated in paragraph 11(a) above.

## 12. PRIVACY POLICY

- (a) You acknowledge and agree to the SpacetoCo Privacy Policy <http://blog.spacetoco.com/privacy-policy/> as in effect from time to time.
- (b) By using the Platform, You are deemed to have read, accepted and complied with the Privacy Policy.

## 13. PROPERTY

- (a) All title and intellectual property rights in the Platform, including but not limited to trademarks and patents and any documentation regarding the Platform, remain at all times the property of SpacetoCo.
- (b) You agree not to infringe SpacetoCo's or any third party's copyright or any other intellectual property or other rights in the Platform. Without limitation, You must not copy, adapt, modify, decompile, reverse engineer, prepare derivative works based upon, distribute, license, sell, transfer, publicly display or perform, transmit, stream, broadcast or otherwise exploit the Platform, Host Content, or SpacetoCo Intellectual Property.
- (c) All data and information entered in the Platform by You, remains Your property. Your right of ongoing access to Your data and information as contained in Your Account is subject to You complying with this Agreement. Should We terminate Your Account, We will (subject to any applicable laws relating to the retention of data) destroy and erase the associated information, images and other materials relating to Your Account.
- (d) You grant Us a license to use, copy, transmit, store and back-up Your information and data for the purposes of enabling You to access and use the Platform and for any other purpose related to Your use of the Platform (including

for providing You marketing communications and, in the case of Hosts, for marketing the Platform (and Your Listing) to third parties).

#### 14. USE OF PLATFORM

(a) When using the Platform or communicating with other Users, You must not:

(i) use the Platform to discriminate against, spam, harass, stalk or otherwise inappropriately communicate with other Users, or attempt to solicit Users away from SpacetoCo;

(ii) attempt to undermine the security or integrity of SpacetoCo's server, computing systems or networks or, where the Website and/or Application is hosted by a third party, that third party's computing systems;

(iii) interfere with any other person's use of and enjoyment of the Platform;

(iv) use or misuse the Platform in any way which may impair the Platform or systems used to deliver the Platform;

(v) attempt to gain unauthorised access to any materials (other than those to which You have been given express permission to access), or the computer system on which the Platform is hosted;

(vi) transmit, or input into the Platform, any files that may damage any other person's computing devices or software, content that may be illegal or otherwise offensive, or material or data in violation of any law (including data or other material protected by copyright or trade secrets which You do not have the right to use);

(vii) obtain or attempt to obtain any Content, materials or information through any means not intentionally made available through the Platform;

(viii) knowingly or recklessly post, link to, install or transmit, or permit third party users to post, link to or to transmit:

A. any material that is abusive, threatening, harmful, malicious, defamatory, obscene, profane or otherwise unlawful;

B. any material containing a virus or other hostile computer program; or

C. any material that constitutes or encourages a criminal offence, gives rise to civil liability or infringes the intellectual property rights of any third parties;

(ix) take any steps to sell, market, network, transfer, license, sub-license, rent, lend or otherwise dispose of or distribute the Platform; or

(x) allow any other person or entity to engage in any unlawful or prohibited use in relation to the Platform.

(b) SpacetoCo reserves all legal rights for any breach of clause 14(a), including but not limited to the right to temporarily suspend or permanently ban You from using the Platform.

#### 15. REVIEW AND RATING SYSTEM

(a) Both Hosts and Guests will be asked to review and rate their experiences and counterparties in any Hire arrangement. You acknowledge that the review and rating system is an essential component to the success of SpacetoCo, and agree to cooperate honestly and openly, and to refrain from any slander or inappropriate comment.

(b) Reviews and ratings may only be left:

(i) in respect of a Host's Space, by a Guest that has Hired the Space; and

(ii) in respect of a Guest, by a Host that the Guest has Hired a Space from.

(c) We reserve the right, in Our sole discretion, to take any action, be it positive or negative, based on the aggregate ratings given to a Host or a Guest, including but not limited to:

(i) temporarily suspending Users;

(ii) permanently banning Users; or

(iii) promoting the visibility of a Listing on the Platform.

(d) Users may report a review or rating to Us if the User feels the review or rating breaches a term of this Agreement.

(e) We reserve the right to:

(i) monitor the review and ratings system from time to time;

(ii) investigate any complaints reported to Us by a User in accordance with clause 15(d), above; and

- (iii) take any action We consider to be reasonable in order to remedy any review or rating given by a User that We reasonably determine is in breach of this Agreement, including but not limited to the action referred to in clause 15(c)(i) or (c)(ii), above.
16. COMMUNICATIONS BETWEEN USERS
- (a) At various stages while using the Platform, Users will have the opportunity to directly communicate with one another using the Messaging System. Use of the Messaging System may include (for example) instances where a Host and Guest communicate directly regarding a Listing.
- (b) Subject to clauses 16(c) to (e), below, We will not monitor private communications between Users on the Messaging System.
- (c) A User may report any communication made on the Messaging System to Us if the User feels the communication breaches a term of this Agreement.
- (d) By using the Messaging System, You acknowledge and agree that if another User reports any communication between You and that User to Us in accordance with clause 16(c), above, then both You and the User will be deemed to have waived any right of privacy or confidentiality You and/or the User might have in respect of all communications between You and the User.
- (e) We reserve the right to:
- (i) investigate any complaints reported to Us by a User in accordance with clause 16(c), above; and
- (ii) take any action We consider to be reasonable in order to remedy any rating given by a User that We reasonably determine is in breach of this Agreement, including but not limited to the action referred to in clause 15(c)(i) or (ii), above.
- (f) We will not be involved in, or take any action in relation to, communications between Users which occur outside of the Messaging System or the Platform.
17. ACCESS TO THIRD PARTY SERVICES
- (a) From time to time, SpacetoCo may provide access on the website to third-party services (such as authentication and verification services). To the extent SpacetoCo provides access to those services, it will have no liability whatsoever in relation to the provision of those services, the use of which is between you and the relevant third-party providing them and is based on the party's terms of service.
18. GENERAL
- (a) SpacetoCo is intended for use only by persons over the age of 18 and with the legal capacity to enter into contracts. By using the Website, Application or services, You represent and warrant that You are of age and not otherwise limited in Your legal ability to contract.
- (b) You acknowledge that the Platform (like any other online service) may be subject to delays, limitations, hardware or software incompatibility, or other problems inherent in the use of the internet and electronic commerce, and SpacetoCo is not responsible for any inability, delay, failure or any damage, loss or expense caused or contributed to by any use or inability to use the Website, the Application or the services.
- (c) The Platform is (to the extent permitted by law) provided strictly on an "as-is" basis, without any representations or warranties, express or implied, statutory or otherwise, including (without limitation) any implied warranty of merchantability, fitness for a particular purpose or non-infringement of any third party rights.
- (d) If either You or SpacetoCo waives any breach of this Agreement, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.
- (e) This Agreement constitutes the entire agreement between the parties regarding the matters set out in it and supersedes any prior representations, negotiations, agreements, understandings or arrangements made between the parties, whether orally or in writing, and all other communications.
- (f) This Agreement is governed by the laws of Western Australia and by accepting to be bound by this Agreement, You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Western Australia for any disputes arising out of or in connection with the Agreement.
- (g) If any part or provision of this Agreement is or becomes invalid, void, unenforceable or in conflict with the law, that part or provision is severed from this Agreement to the intent that all parts that are not, or do not, become void or unenforceable remain in full force and effect and are unaffected by that severance.
19. DISPUTE RESOLUTION, ARBITRATION OF DISPUTES, CLASS ACTION

- (a) In the event of a dispute between You and another SpacetoCo User, we recommend that You follow the SpacetoCo dispute resolution process located at <http://blog.spacetoco.com/dispute-resolution/>. In the event You elect to use that dispute resolution process, You agree to abide by the outcome of that process and not to attempt to resolve the dispute through litigation or any other forum.
- (b) If any dispute arises between You and SpacetoCo arising out of these Terms and Conditions or Your use of the Platform, You and We agree that all disputes will be settled by binding arbitration in accordance with the *Commercial Arbitration Act 2012* (WA); provided, however, that each party retains the right to seek immediate interlocutory or injunctive relief in a court of competent jurisdiction in the event of an actual or threatened violation of its intellectual property rights.
20. MODIFICATION OR TERMINATION OF THIS AGREEMENT
- (a) This is the sole agreement between SpacetoCo and You as User, Guest or Host, and may not be modified, amended or superseded except by SpacetoCo in the manner described in the Agreement.
- (b) You may terminate Your participation in SpacetoCo at any time by following the procedure set forth on the "De-Registration" page which is located at <http://blog.spacetoco.com/de-register-account/>.
- (c) If You cancel Your participation as a Host, or Your participation is terminated as set forth in clause 20(e) below:
- (i) all confirmed bookings for Your Spaces will be immediately cancelled and the affected Guest will be notified;
  - (ii) all Guests will receive a full refund of any charges paid (including the Guest Charge); and
  - (iii) we will retain any Host Fees paid by You to Us.
- (d) If You cancel Your participation as a Guest, or Your participation is terminated as set forth in clause 20(e) below:
- (i) all confirmed bookings you have made for Spaces will be immediately cancelled;
  - (ii) You acknowledge and agree that You will not be entitled to any compensation whatsoever with regards to lost bookings as a result of cancelling Your participation as a Guest, and that the Host will be entitled to retain any amounts paid to the Host in respect of a Space You have Hired; and
  - (iii) We will retain any Guest Charges paid by You to Us.
- (e) In addition to the rights set out in this Agreement, SpacetoCo may immediately, and without notice to you, terminate this Agreement and Your participation in SpacetoCo, or delete a particular Listing, if:
- (i) You have breached, or SpacetoCo reasonably believes You have breached, this Agreement or any applicable SpacetoCo policies enforced from time to time;
  - (ii) You have provided, or We reasonably believe You have provided, fraudulent, inaccurate or incomplete information in Your registration or Listing or related communication between You and SpacetoCo or any other User;
  - (iii) You have violated, or SpacetoCo reasonably believes You have violated, any applicable laws, regulations or agreements in connection with Your use of the Platform; or
  - (iv) SpacetoCo in its sole discretion reasonably believes that such termination is necessary for the protection of SpacetoCo or its Users.
- (f) In addition to the termination rights set forth above, SpacetoCo may in its sole discretion terminate the participation of any User without cause by providing 30 days' notice of termination by e-mail to Your registered e-mail address.
- (g) If You or We terminate this Agreement, the following clauses survive termination of the Agreement and will remain in effect: 3(f), 9(j)(i), 9(r), 10(h), 11, 12, 13, 17, 18, 19 and 20.