

## STANZA TERMS OF SERVICE

Last Updated: Jun 16, 2023

These Terms of Service ("**Terms**") are a binding legal agreement between you and Nomad Space Incorporated (dba Stanza) ("**Company**," "**we**," "**us**," or "**our**") that govern your right to use the websites, applications, and other offerings from Company (collectively, the "**Platform**"). You and Company may each be referred to herein individually as a "**Party**" and collectively as the "**Parties**."

**THESE TERMS CONTAIN AN ARBITRATION CLAUSE THAT REQUIRES DISPUTES TO BE ARBITRATED ON AN INDIVIDUAL BASIS, AND PROHIBITS CLASS ACTION CLAIMS. IT AFFECTS HOW DISPUTES BETWEEN YOU AND STANZA ARE RESOLVED. BY ACCEPTING THESE TERMS OF USE, YOU AGREE TO BE BOUND BY THIS ARBITRATION PROVISION. PLEASE READ THESE TERMS CAREFULLY.**

The Platform offers an online exchange that enables registered users ("**Users**") to publish, offer, search for, and book temporary workspaces ("**Spaces**"). Users who offer Spaces (each Space offering, a "**Listing**") are "**Hosts**" and Users who search for, book, or use Spaces are "**Guests**." You must register an account to access and use most features of the Platform, and it is your responsibility to keep your account information accurate. In its capacity as the provider of the Platform, Company does not own, control, offer or manage any Listings or Spaces provided. If Company acts as a Host with respect to certain Spaces, then Company will be identified as the Host in the applicable Listing. Company is not a party to the contracts entered into directly between Hosts and Guests, nor is Company a real estate broker, booking agency, or insurer. Company is not acting as an agent in any capacity for any User or other party.

We maintain other terms and policies that supplement these Terms, such as our **Privacy Policy** (<https://stanza.space/legal/privacy-policy>), which describes our collection and use of personal data.

If you are a Host, (a) you are responsible for understanding and complying with all laws, rules, regulations and contracts with third parties that apply to your Spaces and Listings, and (b) **you acknowledge and agree that you have complete discretion whether to create a Listing or otherwise engage in other business or employment activities.**

Each User acknowledges and agrees that we may enter any Space at reasonable times and, to the extent possible, with reasonable prior notice, to inspect the Space or to show the Space to prospective Users.

### **Guest Terms**

#### **1. Booking Spaces.**

**Booking.** When you book a Listing, you agree to pay all charges for your booking, including the Listing price, applicable fees (including taxes and Company fees) and any other items identified during checkout (collectively, the "**Total Price**"). You also agree that Company via its third-party payment processor may charge your designated payment method to book the

Listing. When you receive the booking confirmation, a contract for access to the applicable Space (a "**Reservation**") is formed directly between you and the Host. In addition to these Terms, you will be subject to, and responsible for complying with, all terms of the Reservation, including without limitation, any cancellation policy and other rules, standards, policies, or requirements identified in the Listing or during checkout that apply to the Reservation. It is your responsibility to read and understand these rules, standards, policies, and requirements prior to booking a Listing.

Reservations. A Reservation is a limited license to enter, occupy, and use the applicable Space. The Host retains the right to re-enter the Space during your stay, to the extent: (i) it is reasonably necessary, (ii) permitted by your contract with the Host, and (iii) consistent with applicable laws, rules, regulations, industry requirements or other obligations ("Applicable Laws"). If you stay past the end of your Reservation, the Host has the right to make you leave in a manner consistent with Applicable Laws, including by imposing reasonable overstay penalties. You may not provide access to the Space to more than the maximum number of Guests or other individuals permitted by the applicable Listing.

## **2. Cancellations and Booking Modifications.**

Cancellations and Refunds. If as a Guest you cancel a Reservation, the amount refunded to you is determined by the cancellation policy that applies to that Reservation, which is determined by the Host.

Booking Modifications. Guests and Hosts are responsible for any booking modifications they agree to make via the Platform or direct Company customer service to make on their behalf ("**Booking Modifications**"), and Guests and Hosts agree to pay any additional amounts, fees, or taxes associated with any Booking Modification.

## **3. Your Responsibilities and Assumption of Risk.**

Your Responsibilities. You are responsible and liable for your own acts and omissions and are also responsible for the acts and omissions of anyone to whom you provide access to any Space. For example, this means: (i) you are responsible for leaving a Space (and related personal property) in the condition it was in when you arrived, (ii) you are responsible for paying all reasonable amounts necessary to cover damage to a Space caused by you or anyone to whom you provide access to such Space, and (iii) you must act with integrity, treat others with respect, and comply with Applicable Laws at all times. If you bring a minor to a Space, you must be legally authorized to act on behalf of the minor and you are solely responsible for the supervision of that minor.

YOUR ASSUMPTION OF RISK. YOU ACKNOWLEDGE THAT MANY ACTIVITIES CARRY INHERENT RISKS AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, YOU ASSUME THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE PLATFORM AND ANY USER CONTRIBUTIONS (AS DEFINED IN SECTION 13 (USER CONTRIBUTIONS)), INCLUDING YOUR ACCESS TO AND USE OF ANY SPACE OR ANY OTHER INTERACTION YOU HAVE WITH OTHER USERS, WHETHER IN PERSON OR ONLINE. THIS MEANS IT IS YOUR RESPONSIBILITY TO INVESTIGATE WORKPLACES TO DETERMINE WHETHER THEY ARE SUITABLE FOR YOU.

## **HOST TERMS**

#### **4. Hosting on Platform.**

Host. As a Host, Company offers you the opportunity to use the Platform to share your Space with Guests (“Host Services”).

Contracting with Guests. When you accept a booking request for a Listing, or receive a booking confirmation for a Listing through the Platform, you are entering into a contract directly with the Guest, and are responsible for providing your Space under the terms and at the price specified in your Listing. You are also agreeing to pay all applicable fees, including Company fees and any applicable taxes, for each booking. The Company will deduct amounts you owe from your payout unless we and you agree to a different method. Any terms, policies or conditions that you include in any supplemental contract with Guests must: (i) be consistent with these Terms, any other terms or agreements implemented by Guest, and the information provided in your Listing; and (ii) be prominently disclosed in your Listing description.

Independence of Hosts. Your relationship with Company is that of an independent individual or entity and not an employee, agent, joint venturer, or partner of Company. Company does not direct or control your Host Services, and you agree that you have complete discretion whether and when to provide Host Services, and at what price and on what terms to offer them.

#### **5. Managing Your Listing.**

Creating and Managing Your Listing. The Platform provides tools that allow you to set up and manage a Listing. Your Listing must include complete and accurate information about your Space, your price, other charges (for example, cleaning fees and utility charges), and any rules or requirements that apply to your Listing. You are responsible for keeping your Listing information (including calendar availability) and content (for example, photos) up-to-date and accurate. You may only maintain one Listing per Space, but you may have multiple Listings for a single property if there are multiple Spaces at the property.

Your Legal Obligations. You are responsible for knowing, understanding and complying with any laws, rules, regulations, and contracts with third parties (including a landlord or property owner) that apply to your Space or Listing. In the event that we provide information regarding compliance with laws, rules, regulations, and third-party contracts, we do so for informational purposes only and you should not rely on the information we provide and should independently confirm such information. You are responsible for handling and using personal data of Guests and others in compliance with Applicable Laws (including applicable privacy laws) and these Terms. If you have questions about how local laws apply you should always seek professional legal advice.

Your Responsibilities. You are responsible and liable for your own acts and omissions and are also responsible for the acts and omissions of anyone you allow to participate in your Listing or the provisioning of your Space. You are responsible for setting your price and establishing rules and requirements for your Listing. You must describe any and all fees and charges in your Listing and may not collect any additional fees or charges outside the Platform. You may not instruct, require, or encourage Guests to create third-party accounts, provide their contact information, or take other actions outside the Platform.

Hosting as a Team or Organization. If you work with a co-host or another host as part of a team, business, or other organization, the entity and each individual who participates in providing Host Services are jointly and severally responsible and liable as a Host under these Terms. If you accept terms or enter into contracts, you represent and warrant that you are authorized to enter into contracts for and bind your team, business or other organization, and that each entity you use is in good standing under the laws of the jurisdiction where it is established. If you perform other functions, you represent and warrant that you are authorized to perform those functions. If you instruct Company to transfer a portion of your payout to a co-host or other Hosts, or to send payments to someone else, you must be (and represent and warrant that you are) authorized to do so, and are responsible and liable for the payment amounts and accuracy of any payout information you provide.

YOUR ASSUMPTION OF RISK. YOU ACKNOWLEDGE THAT HOSTING CARRIES INHERENT RISKS AND AGREE THAT YOU ASSUME THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE PLATFORM OR ANY INTERACTION YOU HAVE WITH OTHER USERS, WHETHER IN PERSON OR ONLINE. YOU AGREE THAT YOU HAVE HAD THE OPPORTUNITY TO INVESTIGATE THE PLATFORM AND ANY LAWS, RULES, REGULATIONS, OR OBLIGATIONS THAT MAY BE APPLICABLE TO YOUR LISTINGS AND THAT YOU ARE NOT RELYING UPON ANY STATEMENT OF LAW MADE BY COMPANY.

Authority. By creating a Listing, you represent and warrant to the Company that you have the right, power, and authority to make the applicable Space available to Guests and accept these Terms with respect to the same.

## **6. Cancellations and Booking Modifications.**

Cancellations. As a Host, you are required to establish and post a cancellation policy for each of your Listings. In general, if a Guest cancels a Reservation, the amount paid to you is determined by the cancellation policy that applies to that Reservation. As a host, you should not cancel on a Guest without a valid reason. If you cancel on a Guest without a valid reason, we may impose a cancellation fee and other consequences, up to and including termination of your Listing or account. If a Guest receives a refund after you have already been paid, or the amount of the refund exceeds your payout, Company (via its third-party payment processor or otherwise) may recover that amount from you, including by offsetting the refund against your future payouts.

Booking Modifications. Hosts and Guests are responsible for any Booking Modifications they agree to make via the Platform or direct Company customer service to make on their behalf, and Guests and Hosts agree to pay any additional amounts, fees or taxes associated with a Booking Modification.

## **7. Taxes.**

Host Taxes. As a host, you are responsible for determining and fulfilling your obligations under Applicable Laws to report, collect, remit, or include in your price any applicable VAT or other indirect taxes, occupancy taxes, tourist, income, or other taxes ("**Taxes**").

Collection and Remittance by Company. In jurisdictions where Company facilitates the collection and/or remittance of Taxes on behalf of Hosts, you instruct and authorize

Company to collect Taxes on your behalf, and/or to remit such Taxes to the relevant Tax authority. Any Taxes that the Company collects and/or remits will be identified to Users on their transaction records, as applicable. Company may seek additional amounts from Users (including by deducting such amounts from future payouts) if the Taxes collected and/or remitted are insufficient to fully discharge such Users' tax obligations, and you agree that your sole remedy for Taxes collected by Company is a refund from the applicable Tax authority. You acknowledge and agree that we retain the right, with prior notice to affected Users, to cease the collection and remittance of Taxes in any jurisdiction for any reason.

**Tax Information.** In certain jurisdictions, Tax regulations may require that we collect and/or report Tax information about you, or withhold Taxes from payouts to you, or both. If you fail to provide us with documentation that we determine to be sufficient to support any such obligation to withhold Taxes from payouts to you, we may withhold payouts up to the amount as required by Applicable Laws, until sufficient documentation is provided. You agree that Company may issue on your behalf invoices or similar documentation for VAT, GST, consumption or other Taxes for your Host Services to facilitate accurate tax reporting by you, Guests and/or their organizations.

## **General Terms**

### **8. Changes to the Terms.**

We may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Platform thereafter.

Your continued use of the Platform following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

### **9. Accessing the Platform and Account Security.**

We reserve the right to withdraw or amend the Platform, and any service or content we provide on the Platform, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Platform is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Platform, or the entire Platform, to Users.

You are responsible for both (a) making all arrangements necessary for you to have access to the Platform; and (b) ensuring that all persons who access the Platform through your account or internet connection are aware of these Terms and comply with them.

To access the Platform or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Platform that all the information you provide on the Platform is correct, current, and complete. You agree that all information you provide to register with this Platform or otherwise, including, but not limited to, through the use of any interactive features on the Platform, is governed by our **Privacy Policy** [<https://stanza.space/legal/privacy-policy>], and you consent to all actions we take with respect to your information consistent with our Privacy Policy. We may

anonymize any information, including personal information, and use this information for any purpose, including without limitation to improve the Platform.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Platform or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

**10. We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms. Intellectual Property Rights.**

The Platform and its entire contents, features, and functionality (including but not limited to all content, information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights and laws.

You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Platform, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print one copy of a reasonable number of pages of the Platform for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download such applications to your computer or mobile device, provided you agree to be bound by our end user license agreement for such applications.

You must not:

- Modify copies of any materials from this site.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.
- Use the Services for the benefit of a third party.

- Copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Platform.

You must not access or use for any purposes not permitted herein any part of the Platform or any services or materials available through the Platform.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Platform in breach of the Terms, your right to use the Platform will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Platform or any content on the Platform is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Platform not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, or other Applicable Laws.

### **11.Trademarks.**

The Company name, the terms STANZA, NOMAD and NOMAD SPACE, the Company logo, and all related names, logos, product and service names, designs, and slogans (collectively, "**Stanza Marks**") are trademarks of the Company or its affiliates or licensors. You must not use the Stanza Marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Platform are the trademarks of their respective owners.

### **12.Prohibited Uses.**

You may use the Platform only for lawful purposes and in accordance with these Terms. You agree not to use the Platform:

- In any way that violates any Applicable Laws (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms.
- To transmit, or procure the sending of, any advertising or promotional material including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another User, or any other person or entity (including, without limitation, by using email addresses or usernames associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Platform, or which, as determined by us, may harm the Company or users of the Platform, or expose them to liability.

Additionally, you agree not to:

- Use the Platform in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Platform, including their ability to engage in real time activities through the Platform.
- Use the Platform to list any Space you do not own or have permission to list or make available through the Platform.
- Unless Stanza explicitly permits otherwise, book any Listing if you will not actually be using the Space yourself.
- Contact another User for any purpose other than as permitted in these Terms, including, but not limited to, recruiting or otherwise soliciting any User to join third-party services, applications or websites or to otherwise circumvent the Platform.
- Request, accept or make any payment for any use of a Space outside of the Platform. If you do so, you acknowledge and agree that you: (i) would be in breach of these Terms; (ii) accept all risks and responsibility for such payment, and (iii) hold Stanza harmless from any liability arising in connection with such payment.
- Use any robot, spider, or other automatic device, process, or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform.
- Use any manual process to monitor or copy any of the material on the Platform, or for any other purpose not expressly authorized in these Terms, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Platform.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Platform, the server on which the Platform is stored, or any server, computer, or database connected to the Platform.
- Attack the Platform via a denial-of-service attack or a distributed denial-of-service attack.
- Bypass any measures Stanza may use to prevent or restrict access to the Platform (or other accounts, computer systems or networks connected to the Platform).
- Use the Platform to build an application or product that is competitive with any Stanza product or service.



- Reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Platform (except to the extent applicable laws specifically prohibit such restriction).
- Modify, translate, or create derivative works based on the Platform.
- Otherwise attempt to interfere with the proper working of the Platform.

### **13. User Contributions**

Generally. The Platform may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, User reviews, and other interactive features (collectively, "**Interactive Services**") that allow Users to post, submit, publish, display, or transmit to other Users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the Platform.

All User Contributions must comply with the Content Standards set out in these Terms.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Platform, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other User.

Reviews. After each Booking, Guests and Hosts will have an opportunity to review each other. Your reviews on the Platform must be accurate and may not contain any discriminatory, offensive, defamatory, or other language that violates our Content Standards. The Company does not verify reviews for accuracy, and reviews may be incorrect or misleading. For avoidance of doubt, all reviews are User Contributions.

Monitoring and Enforcement; Termination. We have the right to:

- Remove or refuse to post any User Contributions for any or no reason at our sole discretion.

- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of Users or the public, or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Platform.
- Terminate or suspend your access to all or part of the Platform for any violation of these Terms.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Platform. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review material before it is posted on the Platform, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any User or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards. These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all Applicable Laws. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under Applicable Laws or that otherwise may be in conflict with these Terms and our **Privacy Policy** [<https://stanza.space/legal/privacy-policy>].

- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

**Copyright Infringement.** If you believe that any User Contributions violate your copyright, please see our **Copyright Dispute Policy** [<https://stanza.space/legal/copyright-dispute-policy>] for instructions on sending us a notice of copyright infringement. It is the policy of the Company to terminate the user accounts of repeat infringers.

**Reliance on Information Posted.** The information we present on or through the Platform is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Platform, or by anyone who may be informed of any of its contents.

This Platform includes content provided by third parties, including but not limited to User Contributions. All statements and/or opinions expressed in these materials, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties, including User Contributions.

**Changes to the Platform.** We may update the content on this Platform from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Platform may be out of date at any given time, and we are under no obligation to update such material.

**Information About You and Your Visits to the Platform.** All information we collect on this Platform is subject to our **Privacy Policy** [<https://stanza.space/legal/privacy-policy>]. By using the Platform, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

**Our Role.** We offer you the right to use the Platform to publish, offer, search for, and book Spaces. While we work hard to ensure our Users have great experiences using the Platform, we do not and cannot control the conduct of Guests and Hosts. You acknowledge that the Company has the right, but does not have any obligation, to monitor the use of the Platform

and verify information provided by our Users. Users acknowledge and agree that Company administers these Terms and its other policies, including decisions about whether and how to apply them to a particular situation, at its sole discretion. Users agree to cooperate with and assist Company in good faith, and to provide Company with such information and take such actions as may be reasonably requested by Company with respect to any investigation undertaken by Company regarding the use or abuse of the Platform. Company is not acting as an agent for any User.

**Links from the Platform.** The Platform may contain links to third-party websites, applications, services or resources (“**Third-Party Services**”) that are subject to different terms and privacy practices. Company is not responsible or liable for any aspect of such Third-Party Services and links to such Third-Party Services are not an endorsement of the same.

## **20. Termination, Suspension and other Measures.**

Term. The agreement between you and Company reflected by these Terms is effective when you first access the Platform (for example, to create an account) and remains in effect until either you or we terminate these Terms in accordance with the terms herein.

Termination. You may terminate these Terms at any time by sending us an email or by deleting your account. Company may terminate these Terms and your account for any reason by giving you 30 days’ notice via email or using any other contact information you have provided for your account. Company may also terminate these Terms immediately and without notice and stop providing access to the Platform if you breach these Terms or any of our policies, you violate Applicable Laws, or we reasonably believe termination is necessary to protect Company, its Users, or third parties. If your account has been inactive for more than two (2) years, we may terminate your account without prior notice.

User Violations. If (i) you breach these Terms or any of our policies (ii) you violate Applicable Laws or third-party rights, or (iii) Company believes it is reasonably necessary to protect Company, its Users, or third parties; Company may, with or without prior notice:

- Suspend or limit your access to or use of the Platform and/or your account;
- Suspend or remove Listings, Reviews, or other User Contributions;
- Cancel pending or confirmed bookings; or
- Suspend or revoke any special status associated with your account.

For minor violations or where otherwise appropriate as Company determines in its sole discretion, you will be given notice of any intended measure by Company and an opportunity to resolve the issue.

Legal Mandates. Company may take any action it determines is reasonably necessary to comply with Applicable Laws, including the order or request of a court, law enforcement, or other administrative agency or governmental body, including the measures described above in Section 21.3.

Effect of Termination. If you are a Host and terminate your Company account, any confirmed booking(s) will be automatically canceled and your Guests will receive a full refund. If you terminate your account as a Guest, any confirmed booking(s) will be automatically canceled and any refund will depend upon the terms of the Reservation's cancellation policy. When these Terms have been terminated, you are not entitled to a restoration of your account or any of your User Contributions. If your access to or use of the Platform has been limited, or your Company account has been suspended, or these Terms have been terminated by us, you may not register a new account or access or use the Platform through an account of another User.

Survival. All provisions of these Terms that by their nature should survive termination, will survive termination of this agreement.

**Geographic Restrictions.** Access to the Platform may not be legal by certain persons or in certain countries. If you access the Platform from outside a geographic market in which we operate, you do so on your own initiative and are responsible for compliance with local Applicable Laws.

**Disclaimer of Warranties.** You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Platform will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DENIAL-OF-SERVICE ATTACK, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE PLATFORM OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE PLATFORM, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM IS AT YOUR OWN RISK. THE PLATFORM, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE PLATFORM. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE PLATFORM, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR PLATFORM OR THE SERVER(S) THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE PLATFORM OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE,

INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. **WITHOUT LIMITING THE FOREGOING, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO ANY LISTING OR SPACE, WHICH ARE THE SOLE RESPONSIBILITY TO THE APPLICABLE HOST.**

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **23.Limitation on Liability**

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL COMPANY (OR ITS LICENSORS OR SUPPLIERS) BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100 OR (II) THE AMOUNTS PAID BY YOU TO COMPANY IN CONNECTION WITH THE PLATFORM IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, OR (C) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

**Indemnification.** You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Platform, including, but not limited to, your User Contributions, your Listings, any use of the Platform's content, services, and products other than as expressly authorized in these Terms, your use of any Space, or your use of any information obtained from the Platform.

To the maximum extent permitted by Applicable Laws, you agree to release, defend (at Company's option), indemnify, and hold Company its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, legal and accounting fees, arising out of or in any way connected with: (i) your breach of these Terms (including any supplemental or additional terms that apply to a product or feature) or our other agreements or policies; (ii) your improper use of the Platform; (iii) your interaction with any User or use of a Space, including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such interaction or use; (iv) your failure, or our failure at your direction, to accurately report, collect or remit Taxes, or (v) your breach of any Applicable Laws or third-party rights such as intellectual property or privacy rights.

**Choice of Law** These Terms are governed by and will be construed under the laws of the State of Utah, without regard to the conflicts of laws provisions thereof.

## Dispute Resolution for Disputes between You and Stanza

### Mandatory, Bilateral Arbitration and Waiver of Class Actions

Please read this carefully. It affects your rights. **YOU AND STANZA AGREE THAT ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING OUT OF, OR RELATING (a) TO YOUR USE OF THE PLATFORM, (b) TO ANY PRODUCTS OR SERVICES SOLD OR DISTRIBUTED BY OR THROUGH STANZA, (c) TO THESE TERMS, OR (d) TO THE CONTENT, AND/OR USER CONTRIBUTIONS ON THE PLATFORM SHALL BE RESOLVED ONLY BY FINAL AND BINDING, BILATERAL ARBITRATION**, except that (1) you may assert claims in small claims court if your claims qualify; and (2) these Terms' requirement to arbitrate does not include your or Stanza's right to seek injunctive or other equitable relief in state or federal court in Salt Lake City, Utah to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., and federal arbitration law apply to this agreement and govern all questions as to whether a dispute is subject to arbitration.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. An arbitrator, however, can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow these Terms.

**"Disputes"** shall include, but are not limited to, any claims or controversies between you and Stanza against each other related in any way to or arising out of in any way from the Platform, any Listings or Spaces or any other content, including but not limited to sales, returns, refunds, cancellations, defects, policies, privacy, advertising, or any communications between you and Stanza, even if the claim arises after you or Stanza has terminated the Platform or a User account. Disputes also include, but are not limited to, claims that: (a) you bring against our employees, agents, affiliates, or other representatives; or (b) that Stanza brings against you. Disputes also include, but are not limited to, (i) claims in any way related to or arising out of any aspect of the relationship between you and Stanza, whether based in contract, tort, statute, fraud, misrepresentation, advertising claims, or any other legal theory; (ii) claims that arose before these Terms or out of a prior set of terms with Stanza; (iii) claims that are subject to ongoing litigation where you are not a party or a class member; and/or (iv) claims that arise after the termination of these Terms.

### Dispute Notice

Before initiating an arbitration, you and Stanza each agree to first provide the other a written notice ("**Notice of Dispute**"), which shall contain: (a) a written description of the problem and relevant documents and supporting information; and (b) a statement of the specific relief sought. A Notice of Dispute to Stanza should be emailed to: [support@stanza.space](mailto:support@stanza.space). Stanza will provide a Notice of Dispute to you via the email address associated with your Stanza account. You and Stanza agree to make attempts to resolve the Dispute prior to commencing an arbitration proceeding and not to commence an arbitration proceeding until a 45-day post-notice resolution period expires. If an agreement cannot be

reached within 45 days of receipt of the Notice of Dispute, you or Stanza may commence an arbitration proceeding.

#### Arbitration Process and Procedure

Unless you and Stanza agree otherwise in writing, arbitration shall (1) be administered by the Judicial Arbitration and Mediation Services, Inc. ("**JAMS**"), pursuant to the JAMS Streamlined Arbitration Rules & Procedures then in effect (the "**JAMS Rules**") and as modified by this agreement to arbitrate, including the rules regarding filing, administration, discovery, and arbitrator fees; (2) be conducted by a single, neutral arbitrator; and (3) take place in the county where you reside. To the extent that this agreement to arbitrate conflicts with the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards for Procedural Fairness (the "**Minimum Standards**"), the Minimum Standards in that regard will apply.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class or representative action. Further, unless both you and Stanza expressly agree otherwise, the arbitrator may not consolidate more than one person's claims. If this prohibition of class, representative, or consolidated arbitration is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

If, for any reason, a claim proceeds in court rather than in arbitration, we each waive our right to a jury trial.

**YOU THEREFORE UNDERSTAND AND AGREE THAT BY ENTERING INTO THIS AGREEMENT, YOU AND STANZA ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION FOR ANY CLAIMS COVERED BY THIS AGREEMENT.**

The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

The JAMS Rules are available on its website at <https://www.jamsadr.com/rules-streamlined-arbitration/>. Notwithstanding any JAMS Rules to the contrary or any other provision in the arbitration rules chosen, by agreement, to govern, you and Stanza each agree that all issues regarding the Dispute are delegated to the arbitrator to decide, except that only a court (and not the arbitrator) shall decide any disagreements regarding the scope and enforceability of this agreement to arbitrate.

#### Hearing

If your claim does not exceed \$5,000, you and Stanza agree to waive an oral hearing by the arbitrator and the arbitration will be conducted solely on the basis of documents you and Stanza submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. To the extent an oral hearing is requested by you or Stanza, or deemed necessary by the arbitrator, you and Stanza agree that the hearing will be conducted by phone or video conference.



## Arbitrator's Decision

An arbitrator's award will be a written statement of the disposition of each claim and will also provide a concise written statement of the essential findings and conclusions which form the basis of the award. The arbitrator's decision and award are final and binding, with some limited court review under the Federal Arbitration Act, and judgment on the award may be entered in any court of competent jurisdiction.

## Fees

It is each parties' responsibility to pay any JAMS filing, case management/administrative, and arbitrator fees as set forth in the JAMS Rules. If your claim for damages does not exceed \$5,000, Stanza will pay all such fees unless the arbitrator finds that either the substance of your Dispute or the relief sought was frivolous or was brought for an improper purpose (as measured by the standards set forth in the Federal Rule of Civil Procedure 11(b)).

## Small Claims & Government Actions

As an alternative to arbitration, you or Stanza may resolve Disputes in a small claims court that has jurisdiction over your claim. These Terms and this arbitration agreement do not prevent you from bringing your Dispute to the attention of any federal, state, or local government agency. Such agencies can, if the law allows, seek relief against Stanza on your behalf.

## **Dispute Resolution for Disputes between Users**

Notwithstanding anything to the contrary herein, any disputes between Users who have an agreement by and between such Users (such as a Host and Guest regarding any Space or Listing) shall be resolved in accordance with the dispute resolution requirements set forth in such agreement.

## **27. Insurance**

Each User is responsible for acquiring and maintaining any and all insurance that is required by Applicable Law or is otherwise advisable for you, your Space, your belongings, or your business. You are solely responsible for understanding and evaluating what insurance is appropriate to cover damage, loss, injury, legal liability, and other harm specific to you, your business, third parties or the Space, and deciding what coverage, limits and providers are appropriate for you.

Stanza may, in its sole discretion, obtain and maintain supplemental insurance policies providing limited supplemental protection of Hosts against liability to Guests, or third parties for personal injury or property damage sustained by Guests ("**Host Protection**"). Where we elect to provide Host Protection, this does not eliminate or reduce your obligation to maintain insurance as provided in this section. Further, where provided, recovery under Host Protection will be (a) available only where a Host fully complies with these Terms, (b) supplemental to any insurance maintained by Hosts, (c) limited to the terms, conditions, and exclusions of the Host Protection, (d) subject to the then-applicable claims procedure established by Stanza and the issuer of the Host Protection, and (e) subject to a Host

promptly notifying the Stanza support team at [support@stanza.space](mailto:support@stanza.space) of any potential claims. Further, Stanza or its insurers may amend, modify, or terminate any Host Protection at any time, with or without notice to you.

## **28. Referral Program**

From time to time, Stanza may offer a referral program (the “**Referral Program**”). Please see our Referral Program page [<https://stanza.space/programs/referral-program>] to review the eligibility requirements and how the Referral Program works. We may revise and update the terms of the Referral Program from time to time in our sole discretion. All changes are effective immediately when we post them.

## **29. Waiver and Severability.**

No waiver by the Company of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

**Entire Agreement.** The Terms, our Privacy Policy, our Copyright Policy, and any other documents incorporated herein by reference constitute the sole and entire agreement between you and Company regarding the Platform and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Platform.

## **Your Comments and Concerns.**

All notices of copyright infringement claims should be sent to the copyright agent designated in our Copyright Dispute Policy [<https://stanza.space/legal/copyright-dispute-policy>] in the manner and by the means set out therein.

All other feedback, comments, requests for technical support, and other communications relating to the Platform should be directed to [support@stanza.space](mailto:support@stanza.space).