

# Spasli Terms of Service and Conditions

## Introduction and Acceptance

Welcome to Spasli! By accessing or using Spasli's website and services (the "Platform"), you acknowledge that you have read, understand, and agree to be bound by these Terms of Service (the "Terms") and our accompanying Privacy Policy. These Terms constitute a binding legal agreement between you ("User") and Spasli ("the Company," "we," "us," or "our"). If you **do not agree** with any of these Terms or the Privacy Policy, you **must not use** the Platform. Use of the Platform in any manner signifies your acceptance of this Agreement.

## Eligibility

The Platform is **offered and available only to individuals 18 years of age or older** who can form legally binding contracts. By using Spasli, you represent and warrant that you are at least eighteen (18) years old and legally competent to agree to these Terms. **Any use of the Platform by anyone under 18 is expressly prohibited.** Spasli does not knowingly permit users under 18, and we do not knowingly collect personal information from children under 13 (see Privacy Policy, *Children's Privacy*).

Spasli is operated and offered exclusively within the **United States**. By using this Platform, you acknowledge and agree that Spasli is intended for access and use **only by individuals located in the United States**. We do not represent that our services are appropriate or available for use outside of the U.S., and we make no warranties that the Platform complies with laws or regulations of any other jurisdiction.

If you access or use Spasli from outside the United States, you do so **at your own initiative and risk**, and you are responsible for compliance with any applicable local laws. Spasli **disclaims all liability** for use outside the intended geographic region.

## Account Registration and Security

To access certain features (e.g. listing or inquiring about rental items), you must create a Spasli account. During registration, you agree to provide **truthful, current, and complete information** about yourself (including your name, valid physical address, phone number, and email) and to update such information if it changes. You may have the option to register via third-party single sign-on (SSO) providers (such as Google or Facebook); by doing so, you authorize Spasli to access certain profile information from that account (your name, email, age, and/or address).

Each individual is permitted to maintain only one personal account (“for individuals”) on Spasli for the purpose of listing and renting items. Duplicate or multiple accounts under the same individual for personal use are not allowed and may result in account suspension or termination. Individuals who operate under or represent a registered business entity may create one additional business account (“for businesses” or “for business owners”) separate from their personal account. This distinction is intended to differentiate personal responsibilities from business liability, and to enable proper management of business listings, team members, and rental operations. Use of a business account must comply with all applicable laws and Spasli policies, and individuals must not use their business account for unrelated personal transactions.

Personal Spasli accounts are non-transferable. You may not sell, assign, or otherwise transfer your personal account to any other individual or entity. You are responsible for maintaining the confidentiality of your account login credentials and for all activities that occur under your account. Transfer of a business account is permitted only in the event of a verified change in business ownership. To initiate such a transfer, the new owner or authorized representative must submit a request via the Spasli Support page. Our support team will review the documentation and, if approved, facilitate the account ownership update. Any unauthorized attempt to transfer an account—personal or business—outside of these guidelines is strictly prohibited and may result in the suspension or termination of all related accounts.

**Do not share your password** with others, and notify us immediately of any unauthorized access to or use of your account. Spasli reserves the right to suspend or terminate any account that provides false information, violates these Terms, or is otherwise used in violation of our policies and applicable law.

## **User Responsibilities and Appropriate Use**

You agree to use Spasli **only for lawful purposes** and in compliance with these Terms and all applicable laws and regulations. You are responsible for your own conduct on the Platform and for any content or listings you post.

You **agree NOT to** do any of the following on Spasli:

Violate any **law or regulation**, including intellectual property laws (e.g. do not post stolen goods or counterfeit items).

**Harm or exploit minors** in any way (no exposing minors to inappropriate content or soliciting information from anyone under 18).

Post content that is illegal, fraudulent, defamatory, obscene, or violates our content standards (no hate speech, no pornography, etc.).

**Spam or harass** others (no unsolicited advertising, chain letters, or “junk mail” and no stalking or bullying other users).

Impersonate any person or entity, or misrepresent your identity (do not pose as another user, a Spasli staff member, etc.).

**Interfere** with the operation of the Platform (no hacking, viruses, worms, or attempting to disrupt the service).

Use any automated means (bots, scrapers) to access or **data-mine** the Platform without permission.

Attempt to circumvent any security or account controls, or assist anyone in violating these Terms.

Spasli may suspend or terminate your account for any prohibited conduct. We also reserve the right to take appropriate legal action, including reporting to law enforcement, for any illegal or unauthorized use of the Platform.

## **Listing Items and Rental Transactions**

Spasli is a **peer-to-peer marketplace** that enables users to list personal items for rent and to rent items from other users. **Spasli itself is not an owner or supplier of any items**, and we are **not a party to the rental agreements** made between users. The Platform provides a venue for owners (“Lenders”) and renters (“Borrowers”) to find each other and arrange rentals, but **Spasli does not take title to, inspect, or warrant any items** listed. We **do not guarantee** the truth or quality of any listing or the performance of any user.

If you list an item for rent (“Owner”), you must accurately describe the item’s condition, specifications, availability, and any rental terms or requirements. You **represent and warrant** that you have the right to rent out the item and that the listing information is truthful and not misleading. All items listed on Spasli must comply with our Listing Guidelines, including providing complete, accurate, and truthful information in the listing form. This includes selecting the appropriate category that best represents the physical item being offered. If no available category accurately reflects your item, you may either submit a request through our Support page for guidance on how to classify the item appropriately, or suggest a new category for consideration, which Spasli may review and implement at its discretion.

You may not list any item that is illegal to rent, that you do not own or have authority to rent, or that is otherwise prohibited by our policies (such as firearms, explosives, stolen goods, or any item that violates applicable laws or regulations). Spasli **prohibits the listing of certain item types**, even if commonly rented elsewhere. These include, but are not limited to **residential or commercial real estate properties** (e.g., apartments, homes, office spaces) and **vehicles intended for transportation**, such as cars, motorcycles, or scooters (except **recreational vehicles** like boats, campers, or off-road equipment). Spasli reserves the right to remove or cancel any listing that violates these Terms or our policies.

Any rental of an item is solely between the Owner and the Renter. **Owners** are free to set rental prices, security deposits (if any), pick-up/delivery arrangements, and other conditions, provided they are consistent with these Terms and the law. **Renters** agree to return items in the same condition as received (reasonable wear and tear excepted) and on time. Both parties should **communicate promptly** to arrange handoff and return of items. As part of that agreement, you are subject to any terms, conditions, or usage guidelines the Lender provides—whether verbally, in writing, or within the item listing itself.

Spasli **does not provide training, instruction, or operational guidance** for the use of any rented item, even if the transaction was facilitated through our Platform. It is the **Renter’s responsibility** to ensure they understand how to properly operate and care for the item before use.

Spasli expects users to exercise **reasonable judgment**, follow **safe practices**, and adhere to **any instructions or limitations** provided by the Lender. Misuse or negligence may result in damages for which the Renter may be held personally liable under the terms of the rental agreement.

Spasli disclaims all responsibility related to the **operation, misuse, or consequences** of item usage.

Payment for rentals (rental fees or deposits) must be arranged directly between the Owner and Renter outside of the Platform (e.g., via cash, third-party payment service, or other method agreed upon). **Spasli does not act as a payment processor or escrow agent**, and we do not collect rental fees on behalf of users. As a result, **users are responsible for handling any payments, refunds, or deposit returns** between themselves. (For safety, we recommend using traceable payment methods and written agreements, but Spasli does not oversee or guarantee any payments.)

While Spasli may implement certain **user verification checks** (for example, verifying phone numbers or offering identity checks) to increase trust, **we do not endorse any particular user or item**. Spasli **cannot guarantee** that every user identity, profile, or listing is accurate, legitimate, or safe. **You should exercise caution** and use your best judgment in deciding to rent an item or to whom you rent. We **highly recommend communicating** with the other party through the Platform's messaging tools to assess reliability and comfort level before meeting in person or completing a transaction. If you are not comfortable with a potential transaction, you are not obligated to proceed.

Owners and Renters are each responsible for **complying with all applicable laws and regulations** in relation to any rental. This includes obtaining any required permits or licenses for certain items, adhering to safety regulations, and not renting items that are recalled or unsafe. Users are also responsible for any taxes, permits, or governmental fees that may apply to peer-to-peer rentals in their locality. Spasli is not responsible for informing users of legal requirements for specific items, so please ensure you understand and follow relevant laws when listing or renting.

Spasli **does not guarantee** that any rental transaction will be completed. We are not liable if an Owner or Renter fails to show up, fails to pay, or otherwise breaches their agreement. Any **dispute or claim arising out of a rental is strictly between the Owner and Renter**, though we encourage users to resolve issues amicably and can provide a record of process logs if needed. (See *Dispute Resolution* below for how certain disputes may be handled.)

## **Payments, Fees, and Taxes**

Spasli does not currently charge a commission or service fee for listing or renting items. The Platform itself **does not process payments** – all rental payments, deposits, or reimbursements are handled directly between Users outside the Platform. Spasli is **not liable** for any payment disputes, chargebacks, or fraud; these must be resolved between the parties involved. We may, in the future, introduce optional premium features or fees (if so, such fees and terms will be disclosed and this Agreement updated accordingly).

You are responsible for determining and fulfilling any tax obligations arising from item rentals. Spasli does not provide tax advice, but we remind Owners that income earned from rentals may be taxable, and any applicable sales, use, or rental taxes are the Owner's responsibility to collect and remit as required by law.

While Spasli doesn't process payments, we may facilitate integrations with trusted third-party payment providers (for example, we might allow you to share a PayPal or Venmo link with a Renter). Any use of third-party payment services is subject to those third parties' terms. Spasli **waives responsibility** for the services of any payment provider; by using them you **release Spasli from any liability** arising from payment processing issues

## **User Content and Intellectual Property Rights**

Spasli may allow users to post content such as item descriptions, photos, profiles, reviews, and messages ("User Content"). You **retain ownership** of intellectual property rights in the content you post. However, by posting or submitting any User Content on the Platform, you grant Spasli a **non-exclusive, worldwide, royalty-free, sublicensable license** to use, reproduce, modify, display, distribute, and create derivative works from your content in connection with operating and marketing the Platform. This license lasts as long as your content is available on our Platform and for a reasonable period thereafter for archival or backup purposes. You represent and warrant that **you have all necessary rights** to the content you post and that your content **does not infringe** or violate the rights of any third party (e.g., do not upload photos you don't have permission to use). Any User Content that violates these Terms or our content standards may be removed or edited by Spasli at our discretion. Keep in mind that **User Content is public** (e.g., listings and reviews are visible to others), so do not include personal or sensitive information that you do not wish to share.

All User Content must be lawful, relevant, and appropriate. Without limiting the generality of the prohibited uses above, content **must not**: (1) include offensive, defamatory, or obscene material; (2) contain threats or harassment; (3) promote

discrimination or illegal activities; (4) violate any person's privacy or intellectual property rights; or (5) otherwise violate any of Spasli's policies. We reserve the right (but do not assume the obligation) to **monitor and moderate** user postings and to remove any content that we deem in violation of these standards or harmful to the community.

All rights in the Platform's software, design, logos, trademarks, and branding, and all content created or provided by Spasli (collectively, "Spasli Content") are owned by Spasli or our licensors and **protected by copyright, trademark, and other intellectual property laws**. For example, the **Spasli name and logo** are our trademarks. You are granted a limited, revocable, **non-exclusive license** to use the Platform for your personal use, in accordance with these Terms. Except for this limited use, you **must not reproduce, distribute, create derivative works from, or otherwise exploit** any portion of Spasli's Content without our express prior written consent. **Do not remove or obscure any copyright, trademark, or proprietary notices** on the Platform. Unauthorized use of Spasli's intellectual property is a violation of these Terms and may also violate law.

If you believe that any content on Spasli infringes your copyright, please notify us by **submitting a support ticket through our Support page** with the subject "DMCA Notice" and include: (1) identification of the work claimed to be infringed, (2) identification of the content on our site that is infringing and its location (URL), (3) your contact information, and (4) a statement that you have a good-faith belief that the use is not authorized. Spasli will promptly investigate and, if appropriate, remove the allegedly infringing material. It is our policy to **terminate the accounts of repeat infringers** in accordance with the Digital Millennium Copyright Act and other applicable laws.

## **Disclaimers of Warranties**

**Use of Spasli is at your own risk.** The Platform (including all content, functions, and services provided by Spasli) is provided "**as is**" and "**as available,**" **without any warranties of any kind**, either express or implied. Spasli **disclaims all warranties** to the fullest extent permissible under law, including **implied warranties of merchantability, fitness for a particular purpose, and non-infringement**. We do **not guarantee** that the Platform will be uninterrupted, error-free, or secure, or that any content (including User Content) is accurate or complete. In particular, Spasli makes **no warranty** that:

**Listings or items** will meet your expectations in quality or reliability, or that owners/renters will perform as promised.

**Any given transaction** will actually occur. (For example, we do not guarantee that an item will be available at the requested time or that a renter will return an item as agreed.)

**The Platform** will be free of viruses or other harmful components, or that any technical errors will be corrected.

Spasli does not warrant or represent that it verifies all users or items; any background checks or verifications we do are provided **without warranty of any kind**. You assume all risk for any damage to your computer system or device, or loss of data, that results from using the Platform or downloading any content. **No advice or information** (oral or written) obtained from Spasli or through the Platform shall create any warranty not expressly made herein. Some jurisdictions do not allow the exclusion of certain warranties, so some of the above exclusions may not apply to you to the extent disallowed by law.

## **Limitation of Liability**

To the maximum extent permitted by law, in no event shall Spasli or its officers, directors, employees, or affiliates be **liable for any indirect, incidental, special, consequential, or punitive damages**, or any loss of profits, data, use, or goodwill, arising out of or related to your use of the Platform or any rental or interaction between users. This limitation applies whether the claim is based on warranty, contract, tort (negligence included), or any other legal theory, even if Spasli has been advised of the possibility of such damages.

To the extent any liability is not legally excludable, **the total liability of Spasli** (and its affiliates and agents) to you for any claim arising out of or relating to this Platform or these Terms **shall not exceed the greater of:** (a) the total **amount of fees** (if any) you paid to Spasli in the 12 months prior to the event giving rise to the liability, or (b) **US \$100**. This is an aggregate limit.

Your sole and exclusive remedy for dissatisfaction with the Platform or any dispute with Spasli is to stop using the Platform.

The limitations above are fundamental elements of the basis of the bargain between you and Spasli. You acknowledge that Spasli would not be able to provide the Platform without such limitations. Because some jurisdictions do not allow the exclusion or limitation of certain damages, if those laws apply to you, some of the above limitations may not apply. In that case, Spasli's liability will be limited to the fullest extent permitted

by applicable law. Some jurisdictions do not permit the exclusion or limitation of liability for incidental or consequential damages. In such cases, portions of the above limitation of liability may not apply to you, and Spasli's liability will be limited only to the extent permitted by applicable law.

## Indemnification

You agree to **defend, indemnify, and hold harmless** Spasli, its affiliates, officers, directors, employees, and agents from and against **any and all claims, liabilities, damages, judgments, awards, losses, costs, or expenses** (including reasonable attorneys' fees) arising out of or related to: (a) **your use of the Platform** or services obtained through the Platform; (b) **your breach** or violation of these Terms or any applicable law; or (c) **your User Content** or your interactions with other users (including any rentals or disputes with other users). This means you will reimburse Spasli for any losses or costs (such as attorney fees) that we incur because of your actions or content. Spasli reserves the right, at your expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (in which case you agree to cooperate with Spasli in asserting any available defenses). You agree not to settle any such matter without the prior written consent of Spasli. **This indemnification obligation will survive** the termination of your relationship with Spasli and use of the Platform.

## Release of Claims (User-to-User Disputes)

Spasli is **not a party to any dealings between users**, and in the event that you have a dispute with one or more other users, you release Spasli (and our officers, directors, agents, subsidiaries, joint ventures, and employees) **from any and all claims, demands, and damages** (actual and consequential) of every kind and nature, **known and unknown**, arising out of or in any way connected with such disputes. *For example, if you lend an item and it's damaged by the renter, or if you rent an item and find it not as described, you agree that you will resolve that with the other party and not pursue a claim against Spasli for any related losses.* By using the Platform, you expressly waive any protections (whether statutory or otherwise) that would limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release. **This release is intended to be a complete release of liability** to the greatest extent permitted by law.

## Termination of Service

Spasli may, in its sole discretion and without liability, **suspend or terminate your account or access to the Platform** at any time for any reason (or no reason), including but not limited to your violation of these Terms or suspected fraudulent or unlawful activity. We may also remove or delete any content you have provided if we believe it violates our policies. You may discontinue use of Spasli and **close your account** at any time by following the account deletion process or contacting us.

If your account is terminated (by you or by us), you remain responsible for any outstanding obligations related to any rentals that took place before termination (such as returning an item or paying amounts due). All provisions of these Terms that by their nature should survive termination (such as indemnification, disclaimers, limitation of liability, and dispute resolution) **shall survive**. Spasli is not liable to you for any compensation, reimbursement, or damages for any termination of your account or loss of your data. We also reserve the right to refuse service to anyone for any lawful reason.

## **Governing Law and Dispute Resolution**

These Terms and any dispute or claim arising out of or related to them (including non-contractual disputes) shall be **governed by the laws of the State of Georgia, USA**, without giving effect to any conflict of law principles that would result in the application of the laws of another jurisdiction. If you are accessing the Platform from another state or jurisdiction, you do so at your own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

You and Spasli agree that any **dispute, claim, or controversy** arising out of or relating to these Terms or your use of the Platform shall be **resolved by binding arbitration** on an individual basis, except as set forth below. **You are waiving your right to litigate in court** (except for matters that may be taken to small claims court) and **to have a jury trial** on your claims. You also agree **not to participate in any class action** or class-wide arbitration, and the arbitrator may only resolve your individual claims and not consolidate cases.

– **Arbitration Procedure:** The arbitration will be administered by [American Arbitration Association (AAA)] under its Consumer Arbitration Rules. The arbitration will take place in the county where you reside or another mutually agreed location, or via telephone/video conference, as appropriate. The arbitrator can award any relief that a court could, including individual injunctive relief or damages, but may not award relief affecting anyone other than the claimant.

– **Exceptions:** Either party may seek relief in **small claims court** for qualifying claims, and

either party may bring suit in court for **injunctive relief** to stop intellectual property infringement or unauthorized use of the Platform.

– **30-Day Opt-Out:** You have the right to opt out of this arbitration agreement by sending written notice of your decision to opt out to Spasli’s contact address (provided below) within 30 days of first accepting these Terms. If you opt out, or if the arbitration agreement is found unenforceable, you agree that any dispute arising hereunder shall be resolved exclusively in the **state or federal courts located in Georgia**, and you consent to venue and personal jurisdiction in those courts.

– **Governing Law in Arbitration:** The Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) will govern the interpretation and enforcement of this arbitration agreement, including any question of whether a dispute is subject to arbitration.

**All claims must be brought on an individual basis**, and you and Spasli **agree not to initiate any class, collective, or representative action** against the other. **There is no judge or jury in arbitration**, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including statutory damages and attorneys’ fees if applicable).

Subject to the above arbitration provisions, you and Spasli consent to the exclusive jurisdiction of the state and federal courts located in Georgia for the resolution of any court action (for example, if you opt out of arbitration or to enforce an arbitration award). You agree that Delaware is an appropriate and convenient venue, and you waive any argument that it is an inconvenient forum.

## Changes to Terms

Spasli reserves the right to **modify or update these Terms of Service** at any time, in our sole discretion. If we make material changes, we will notify users by updating the “Last Updated” date at the top of the Terms and, if appropriate, by additional means such as email or a notice on our website. All changes are effective when posted unless otherwise stated. **Continued use** of the Platform after changes to the Terms constitutes your acceptance of the revised Terms. If you do not agree to the updated Terms, you must stop using Spasli. It is your responsibility to review the Terms periodically for any updates.

## Miscellaneous

No joint venture, partnership, employment, or agency relationship exists between you and Spasli as a result of this Agreement or your use of the Platform. You are **not authorized to make any commitments** on behalf of Spasli, and you **assume all responsibility** for your legal obligations in any transactions you enter with other users.

Spasli's failure to enforce any right or provision of these Terms shall not constitute a waiver of that provision or any other provision. If any part of these Terms is held to be invalid or unenforceable by a court or arbitrator of competent jurisdiction, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions, and the remaining provisions shall remain in full force and effect.

These Terms, together with our Privacy Policy and any other policies or guidelines posted to the Platform, **constitute the entire agreement** between you and Spasli regarding your use of the Platform, superseding any prior agreements (oral or written) between you and us.

You may not assign or transfer any of your rights or obligations under these Terms without our prior written consent. Spasli may freely assign these Terms (in whole or part) as part of a merger, acquisition, sale of assets, or by operation of law or otherwise.

If you have any questions about these Terms, you can contact Spasli at the Platform's Support Page.

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