**(Company) User Agreement**

**Effective Date: January 1, 2025**

I. INTRODUCTION

This User Agreement governs the website, mobile site, application, community platform, discussion areas, content, and/or other functions (the “Collective”) provided by The Safe Space Collective Inc or any, subsidiary, or affiliate of The Safe Space Collective("(Company)," "we," "us," or "our") that links to this User Agreement, which is binding on all those who access, visit and/or use the Website, whether acting as an individual or on behalf of an entity, including you and all persons, entities, or digital engines of any kind that harvest, crawl, index, scrape, spider, or mine digital content by an automated or manual process or otherwise (collectively, "you" or "your").

Please read this User Agreement carefully. You can access this User Agreement any time in the footer of the Website's home page or initial screen. Your access, visitation, and/or use of the Collective, including without limitation any registration on any aspect of the Collective, will constitute your agreement to this User Agreement. If you do not agree with the terms and conditions of this User Agreement, you may not access, visit and/or use the Collective.

This User Agreement may be modified from time to time; the date of the most recent revisions will appear on this page, so check back often. Continued access of the Collective by you will constitute your acceptance of any changes or revisions to the User Agreement. If you breach, violate, fail to follow, or act inconsistently with the rules, restrictions, limitations, terms, and/or conditions that apply to the Collective, whether listed in this User Agreement, posted at various points in the Collective, or otherwise communicated to users of the Collective (collectively, the "Agreement"), we may terminate, discontinue, suspend, and/or restrict your account/profile, your ability to access, visit, and/or use the Collective or any portion thereof, and/or the Agreement, including without limitation any of our purported obligations hereunder, with or without notice, in addition to our other remedies. In addition, we may curtail, restrict, or refuse to provide you with any future access, visitation, and/or use of the Collective. We reserve the right, in addition to our other remedies, to take any technical, legal, and/or other action(s) that we deem necessary and/or appropriate, with or without notice, to prevent violations, enforce the Agreement, and/or remediate any purported violations. You acknowledge and agree that we have the right hereunder to an injunction without posting a bond to stop or prevent a breach or violation of your obligations under the Agreement.

For an explanation of The Safe Space Collective's policies and practices regarding information that we may collect from you in connection with your use of the Collective and Agreement, you should review The Safe Space Collective's Privacy Policy (hereafter, “Privacy Policy”), the terms of which are incorporated herein. By using any portion of the Collective and Agreement, you are agreeing to the Privacy Policy and you will be bound by the terms of such Privacy Policy.

In the event of any conflict or inconsistency between the terms and conditions of this User Agreement and the terms of our Privacy Policy, the terms of the Privacy Policy shall control. In the event of any other conflict between the terms and conditions of this User Agreement, and any rules, restrictions, limitations, terms and/or conditions that may be posted at various points in the Collective or otherwise communicated to users of the Collective, the terms of this User Agreement shall control.

Among other things, the Agreement governs all text, articles, photographs, images, graphics, illustrations, creative, copy, artwork, video, audio, music, podcasts, ringtones, games, trademarks, trade names, service marks, and other brand identifiers, designs, plans, software, source and object code, algorithms, data, statistics, analysis, formulas, indexes, registries, repositories, discussions, communications, posts and all other content, information, and materials (collectively, "Content") available on or through the Collective, whether posted, uploaded, transmitted, sent or otherwise made available by us, our licensors, vendors, you, other users, and/or service providers.

II. MONITORING AND COMPLAINTS ABOUT THE COLLECTIVE AND THE CONTENT

**A. Monitoring**

We strive to provide an enjoyable online experience for our users, so we may monitor activity and Content on the Collective to foster compliance with the Agreement. You hereby specifically agree to such monitoring. We do not make any representations, warranties, or guarantees that: (1) the Collective or Content, or any portion thereof, will be monitored for accuracy or unacceptable use, or (2) we will take any specific action (or any action at all) in the event of a challenge or dispute regarding compliance or non-compliance with the Agreement.

**B. What to Do if You Have a Complaint About the Collective or the Content**

If you have a legitimate complaint about the Collective or the Content, please do the following:

Copyright Complaints: If you have reason to believe that your content has been copied and/or is accessible on the Website in a way that constitutes copyright infringement, or that the Collective contains links or other references to another site, application, destination, or Collective that contains Content or activity that infringes your copyright rights, you may notify us as described below in Section IV.

IMPORTANT: FALSE OR INACCURATE ACCUSATIONS THAT OTHERS HAVE COMMITTED A CRIME, INAPPROPRIATE ACT, OR VIOLATION OF THIS AGREEMENT COULD BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAW, OR OTHERWISE EXPOSE YOU TO LIABILITY FOR DAMAGES (INCLUDING COSTS AND ATTORNEYS' FEES).

III. REGISTRATION AND ACCOUNT/PROFILE CREATION

A. We may at times require that you register and/or set up an account/profile to access, visit and/or use certain portions of the Collective, or the Collective as a whole, in which case you may be provided, or required to choose, a password and/or User ID, and you may provide a credit, debit, charge card number, or other payment information, as well as your name, telephone number(s), email and/or street address, or other personally identifiable information. Other information such as your age, gender, an avatar, and the number for your mobile or other device may also be requested. In addition, you may be asked to send us similar information via messaging (e.g., email, SMS, MMS, or other technologies). All such information shall be referred to in the Agreement as your "Registration Information." We may collect, use, and/or share your Registration Information as described in our Privacy Policy.

B. You agree, represent, warrant, and guarantee that all Registration Information provided by you is true, accurate, complete, up-to-date, and solely yours. You may not impersonate, imitate, or pretend to be somebody else when registering and/or setting up an account/profile on the Collective. If any of your Registration Information changes, you must update it promptly by using the mechanism or contact information on the Collective that allows you to change or update your Registration Information, if available. If no such mechanism or contact information is available on the Collective, please notify us as described in our Privacy Notice.

WE AND OUR INDEMNITEES (AS DEFINED BELOW), SHALL HAVE NO LIABILITY ASSOCIATED WITH OR ARISING FROM YOUR FAILURE TO MAINTAIN ACCURATE, COMPLETE OR UP-TO-DATE REGISTRATION INFORMATION, INCLUDING WITHOUT LIMITATION YOUR FAILURE TO RECEIVE CRITICAL INFORMATION. NEITHER WE NOR OUR INDEMNITEES SHALL BE RESPONSIBLE FOR VERIFYING YOUR REGISTRATION INFORMATION.

C. We reserve the right at any time, with or without notice, to remove or require a change to or repossess any password and/or User ID that has been provided to you, any avatar you may be using, or other Registration Information, or otherwise change the access means or methods for portions of the Collective, the Collective as a whole, or certain products and/or services.

D. You will be solely responsible for maintaining the confidentiality of your Registration Information. You may not authorize or permit anyone else to access and/or use your Registration Information, or access, visit, and/or use the Collective by use of your account/profile and/or Registration Information, except as permitted by law. You may not access and/or use anyone else's Registration Information, or access, visit, and/or use the Collective by use of anyone else's account/profile and/or Registration Information. You may not sub-license, transfer, sell, rent, or assign your Registration Information to any third party without our written approval. Any attempt to do so will be null and void and shall be considered a material breach of the Agreement.

E. You are solely responsible for all access or visitation to, usage of, and/or activity on, your account/profile including, but not limited to, use of the account/profile by any person who uses your Registration Information, with or without authorization, or who has access to any computer, mobile, or other device on which your account/profile resides or is accessible. You acknowledge and specifically authorize that we may process transactions, including without limitation purchases and/or registration for additional merchandise, products, and/or services, including without limitation Content, that are initiated by use of your Registration Information.

F. If you have reason to believe that your account/profile is no longer secure (for example, in the event of a loss, theft, or unauthorized disclosure or use of your Registration Information), you must immediately change the affected Registration Information by using the mechanism or contact information on the Collective, if available, and/or close the account/profile. If no such mechanism or contact information is available on the Collective, please immediately notify us as described in our Privacy Notice.

III. USER-CREATED CONTENT

**A. User Content, Interactive Services, and License Grant to (Company)**

Our Collective may allow you and/or other users to create, post, store, and share content, including but not limited to messages, text, photos, graphics, videos and other materials (collectively, "User Content"). Except for the license you grant below, you retain all rights in and to your User Content, as between you and The Safe Space Collective

You grant The Safe Space Collective a perpetual, irrevocable, nonexclusive, unrestricted, unconditional, unlimited, royalty-free, worldwide, fully paid, cost-free, and sublicensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform, display, and otherwise use and exploit in any manner whatsoever, all or any portion of your User Content and any name, username, or likeness provided in connection with your User Content in all media formats and channels now known or later developed without compensation to you. The use of your or any other user's name, likeness, or identity in connection with the Collective does not imply any endorsement thereof unless explicitly stated otherwise. When you post or otherwise share User Content on or through our Collective, you understand that your User Content and any associated information (such as your username or profile photo) may be visible to others. You agree that (a) your User Content will be treated as non-confidential and non-proprietary by us - regardless of whether you mark them “confidential,” “proprietary,” or the like – and will not be returned, and (b) to the maximum extent not prohibited by applicable law, we do not assume any obligation of any kind to you or any third-party with respect to your User Content. As your User Content will be public, do not include any personal information (including but not limited to pictures of yourself or others) in any User Content you post.

You may not create, post, store, or share any User Content that violates this User Agreement or for which you do not have all the rights necessary to grant us the license described above. You represent and warrant that your User Content, and our use of such User Content as permitted by this User Agreement, will not violate any rights of or cause injury to any person or entity. You will not (and will not allow or authorize any third-party to) post, upload to, transmit, distribute, store, create, solicit, disclose, or otherwise publish through the Collective any User Content that:

* Is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, or fraudulent;
* Is, in The Safe Space Collective's judgment, disrespectful, inappropriate, or may expose The Safe Space Collective, our users, or others to discomfort, harm, or liability;
* May infringe the patent, trademark, trade secret, copyright, intellectual, privacy, or proprietary right of any party;
* Would constitute, encourage, or provide instructions for a criminal offense, violate the rights of any party, or otherwise create liability or violate any local, state, national, or international law;
* Includes any incorrect or inaccurate statements or claims, or statements or claims that do not reflect your honest views and experiences;
* Contains any unsolicited marketing promotions, political campaigning, advertising, or solicitations;
* Contains any private information of you or any third parties, including addresses, phone numbers, and payment card information; or
* Contain viruses, corrupted data, or other harmful, disruptive, or destructive files.

The Safe Space Collective assumes no responsibility to actively monitor User Content and does not endorse any User Content. Although The Safe Space Collective has no obligation to screen, edit, or monitor User Content, we may edit, delete, or remove User Content at any time and for any reason, with or without notice.

Our Collective offers interactive services, including but not limited to a chatbot. By choosing to utilize these tools, you agree that we may record, monitor, and retain transcripts of all communications with you via these interactive tools. This is done with the dual purpose of enhancing the functionality of these tools and ensuring quality control and verification. Please note that these tools may not be monitored in real-time. Your use of our chatbot and other interactive services is governed by this User Agreement, as well as our Privacy Policy, and any other specific disclaimers associated with the chatbot, which are incorporated here by reference.

You may input User Content to the Collective and receive an output generated and returned by the Services based on such User Content (“Output”). (Company) may use the User Content and the Output to provide and maintain the Collective, comply with applicable law, and enforce our policies. You are responsible for User Content, including for ensuring that it does not violate any applicable law or this User Agreement.

Due to the nature of machine learning, Output may not be unique across users and the Services may generate the same or similar Output for other third parties. Other users may also ask similar questions and receive the same response. You have no rights in connection with responses that are requested by and generated for other users, which are not considered User Content or Output for the purposes of this User Agreement.

IV. RULES OF USAGE:

**A. Use of the Collective by You:**

1. The Collective is not intended for users under the age of 16, and we do not knowingly collect personally identifiable information from users under the age of 16. Such users are expressly prohibited from registering for the Collective or submitting their personal information to us, and from using portions of the Collective for which registration is required.

2. You shall ensure that all equipment, hardware, software, products, and/or Website you use to access, visit, or use the Collective does not disturb or interfere with our operation of the Collective, or impede or interfere with others' access, visitation, and/or use of the Collective. We reserve the right, in addition to our other remedies, with or without notice, to immediately disconnect from the Collective any equipment, hardware, software, product and/or Websites causing interference with us, our licensors, vendors, Website providers, the Website, or any Content or User Content.

3. If you provide to us the number for a mobile or other device, or we obtain the device identifier for a device you are using, you agree, represent, warrant, and guarantee that such device is registered in your name and owned by you, or that you have permission of the device owner(s) to utilize the device for such purposes.

4. Unless otherwise specified, the Collective is intended for your personal, non-commercial use only. You are solely responsible for all usage of, or activities on, the Collective by you and by those you authorize or allow to use, or provide access to, the Collective, for example, by authorizing or allowing access to your account/profile or any laptop, personal computer, browser, mobile device, tablet, or other device (a "Device" or "Devices") on which the Collective resides or is accessible.

5. You must comply with all applicable import and export control laws, rules, and regulations of the United States and other countries, and you must not transfer, by electronic transmission or otherwise, any Content subject to restrictions under such laws, rules, or regulations to a site, application, destination, location, person, or entity, or for an end use, prohibited thereby.

6. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

7. Content that is provided by us, our licensors, vendors, and/or service providers, including without limitation photos, images, text, music, audio, videos, podcasts, trademarks, trade names, Collective marks, and other brand identifiers, the organization, design, compilation, and "look and feel" of the Website, and all advertising thereon, is protected by local, state, federal, provincial, national, international, and foreign copyright, trademark, and other intellectual property laws, rules, and regulations, and is the property of us or our licensors, vendors, and/or Website providers.

8. The Safe Space Collective is not responsible for, nor substantiates or guarantees in any way content posted by third parties on the Collective. You are entirely and solely responsible for any and all engagement with third parties on or via the Collective. The information on vehicles provided in this Collective may be supplied by other third parties – The Safe Space Collective is not responsible for the accuracy of such information. The Safe Space Collective provides the Collective and these materials without representations, guarantees, or warranties of any kind, whether express or implied.

9. Vehicle listings and descriptions on the Collective, whether provided by The Safe Space Collective or other third parties, are for informational purposes only and The Safe Space Collective does not guarantee the accuracy of such information. The Safe Space Collective may obtain vehicle listing information, including vehicle descriptions and vehicle histories from third parties or other users, so there is a possibility that unintentional or unknown errors occur. All vehicles are subject to prior sale and may not be available in your area or to you when you are ready to purchase. You agree that any reliance on the vehicle listing and descriptions on the Website is at your own risk. All vehicle listings are subject to the Limitation of Liability in this User Agreement.

10. The Collective may incorporate artificial intelligence and machine learning, which are rapidly evolving fields of study. The Safe Space Collective is constantly working to improve our Collective to make it more accurate, reliable, and beneficial. Given the probabilistic nature of machine learning, use of our Collective may in some situations result in outputs that are inaccurate. You should evaluate the accuracy of any Output as appropriate.

**B. Prohibitions on Use of the Collective:**

1. Absent explicit prior written consent in certain situations, you may not, nor may you allow, enable, authorize, instruct, encourage, assist, suggest, inform, or promote that others, directly or indirectly, do any of the following for any reason:

* access and/or use anyone else's Registration Information, or access, visit and/or use the Collective by use of anyone else's account/profile and/or Registration Information, (except as permitted by law);
* make any commercial, advertising, promotional, or marketing use of the Collective and/or Content, including without limitation the photos, images, text, music, audio, videos, podcasts, trademarks, trade names, service marks, and other brand identifiers of us, our licensors, vendors, and/or service providers obtained on or through the Collective, except as permitted by the Copyright Act or other law or as expressly permitted in writing by the Agreement, us, or the Collective;
* impersonate, imitate, or pretend to be somebody else, by setting up different accounts/profiles or otherwise, or falsely state, represent, or imply any affiliation, association, or connection with a person or entity when using the Collective or creating or sharing User Content via the Collective;
* authorize or permit anyone else to access and/or use your Registration Information, or access, visit, and/or use the Collective, by use of your account/profile and/or Registration Information (except as permitted or required by law);
* falsely state, represent, or imply any affiliation, association, or connection between any person or entity, including without limitation you, your company, or your site, application, destination or Collective, with the Collective, us, or our licensors, vendors, and/or service providers;
* use any bots, cheats, macros, scripts, or run any form of auto-responder, or use any other automated process, or engage in meta-searching or periodic caching of information, to access, visit, and/or use the Collective, including without limitation to post, upload, transmit, send, or otherwise make available Content on or through the Collective;
* copy, harvest, crawl, index, scrape, spider, mine, gather, extract, compile, obtain, aggregate, capture, or store any Content, including without limitation photos, images, text, music, audio, videos, podcasts, data, software, source or object code, algorithms, statistics, analysis, formulas, indexes, registries, repositories, or any other information, or Content available on or through the Collective, including by an automated or manual process or otherwise, unless an agreement is reached between you and us explicitly allowing for such activities;
* copy, reproduce, modify, change, edit, crop, alter, revise, adapt, translate, enhance, reformat, remix, rearrange, resize, create derivative works of, move, remove, delete, or erase any copyright, trademark, or other proprietary legends, symbols, marks, or notices on the Collective, or attempt to circumvent any mechanisms for preventing the unauthorized reproduction or distribution of Content;
* copy, reproduce, modify, change, edit, crop, alter, revise, adapt, translate, enhance, reformat, remix, rearrange, resize, create derivative works of, move, remove, delete, erase, reverse engineer, decipher, decompile, disassemble, store, cache, aggregate, publish, post, display, distribute, broadcast, perform, transmit, rent, sell, share, sublicense, syndicate, or otherwise provide to others, or use any Content obtained on or through the Collective, in whole or in part, except as permitted by the Copyright Act or other law or as expressly permitted in writing by the Agreement, us, or the Collective;
* copy, reproduce, modify, change, edit, crop, alter, revise, adapt, translate, enhance, reformat, remix, rearrange, resize, create derivative works of, move, remove, delete, erase, reverse engineer, decipher, decompile, disassemble, or otherwise attempt to derive any source code or underlying ideas or algorithms of the Website, in whole or in part, including without limitation any Content, communications, messaging, programming, hardware, functionality, or features on our networks, servers or databases, or otherwise reduce the Website, in whole or in part, to a human perceivable form;
* access, other than connecting to our servers by http requests using a browser, or disrupt, overwhelm, attack, hack, destroy, damage, disable, impair, alter, tamper, or interfere with, the Collective including without limitation any Content, communications, messaging, programming, hardware, functionality, or features on our networks, servers or databases, or impede or interfere with others' access, visitation, and/or use of the Collective, in any way or by any means, whether remotely or by access to our personal property, premises, or otherwise, including, without limitation, by using administrator passwords or by masquerading as an administrator while using the Collective or otherwise; or
* post, upload, transmit, send, or otherwise make available on or through the Collective any software disabling devices, time bombs, Trojan horses, cancelbots, viruses, worms, bugs, corrupted files, spyware, adware, malware, malicious programs or code, or devices or defects of similar nature.

2. CAUTION: ANY ATTEMPT TO DO ANY OF THE FOREGOING PROHIBITED ACTS, OR TO OTHERWISE UNDERMINE THE OPERATION OF THE COLLECTIVE OR INAPPROPRIATELY UTILIZE CONTENT OR USER CONTENT, MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, WE RESERVE THE RIGHT, IN ADDITION TO OUR OTHER REMEDIES, TO SEEK DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL OR ENTITY TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION.

**C. Editing, Additions, and Deletions:**

We reserve the right, but undertake no duty, in our sole discretion, with or without notice, to review, edit, move, add, delete, or otherwise change any features, functionality, and/or Content available on or through, or downloadable from, the Collective, including without limitation any Content in or related to your account/profile. This includes updates or upgrades to Content, automatic or otherwise. You agree to accept, and to take no action to interfere with, automatic upgrades or updates. Any changes to the Collective may not be consistent across all Collectives, Websites, or Devices. If you do not refresh the Collective after each such change, or download the update(s) or upgrade(s), your experience may not reflect the most recent features, functionality, and/or Content, for which we and our Indemnitees disclaim any and all responsibility and liability. If any changes require you to obtain new, additional, or different equipment, hardware, software, and/or telephone, mobile, wireless, Internet, Websites and/or other Collectives, you are solely responsible for any additional expense. Even after Content is removed from your account/profile, your messages, post(s), and/or threads, regardless of whether such removal or deletion is by you or by us, copies of that Content may be retained and/or remain viewable by us, our licensors, vendors, service providers, and/or other third parties.

**D. Procedure for Alleging Copyright Infringement (DMCA Notice):**

1. We respect the intellectual property of others, and we require our users to do the same. We may, in appropriate circumstances and at our discretion, in addition to our other remedies, terminate, discontinue, suspend, and/or restrict the account/profile or ability to access, visit, and/or use the Service of users who infringe the copyright rights of others, and we may choose to remove, delete, erase, or disable access to Content or User Content deemed to be infringing. It is our policy to terminate the access of repeat infringers.

2. If you are a copyright owner and have reason to believe that your copyrighted work has been copied and/or is accessible on the Service in a way that constitutes copyright infringement, or that the Service contains links or other references to another site, application, destination, or service that contains your copyrighted work or other activity that infringes your copyright rights, you may send us a written notice that includes the following information (as required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. sec. 512 ("DMCA")):

i. Your physical or electronic signature;

ii. A description of the copyrighted work you claim to have been infringed, or, if multiple copyrighted works at the Service are covered by a single notification, a representative list of such works on the Collective;

iii. A description of the copyrighted work that you claim to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate such copyrighted work;

iv. Your address, telephone number, and if available, email address at which we may contact you;

v. A statement by you that you have a good faith belief that use of the copyrighted work in the manner complained of is not authorized by you as the copyright owner; and

vi. A statement by you that the information in your notice to us is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

We will only respond to DMCA notices that we receive by mail at

The Safe Space Collective

10153 ½ Riverside Drive Suite #812 Toluca Lake, California 91602

or email at michaelfishman@thesafespacecollective.com

**D. Trademarks**

The Safe Space Collective, The Safe Space Collective.com The Safe Space Collective.ai, our logos, our product or tradenames, our slogans, and the look and feel of the Website are trademarks of The Safe Space Collective and may not be copied, imitated, or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names, and company names or logos mentioned on the Collective or Websites are the property of their respective owners. Reference to any products, Collectives, processes, or other information by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation by The Safe Space Collective.

**E. Indemnification:**

You agree to indemnify, defend, and hold harmless us, our licensors, vendors, service providers, and each of our and their respective officers, directors, members, employees, independent and sub-contractors, agents, representatives, successors, and assigns (collectively, "Indemnitees") from and against any and all claims, disputes, demands, proceedings, causes of action, judgments, damages, liabilities, losses, costs or expense (including, but not limited to reasonable attorneys' fees) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed (collectively, "Claims") which may arise out of or are in any way connected with your access, visitation, and/or use of the Collective, Website, Content, unauthorized use of Content obtained on or through the Collective, breach or alleged breach of the Agreement, or from any of your acts or omissions in connection with the Collective or The Safe Space Collective.

**F. Disclaimer of Warranty and Limitation of Liability:**

1. CERTAIN FEATURES, FUNCTIONALITY, AND/OR CONTENT OR USER CONTENT OFFERED ON OR THROUGH THE COLLECTIVE MAY BE HOSTED, ADMINISTERED, RUN, OR OTHERWISE PARTICIPATED IN BY THIRD PARTIES. THESE SERVICE PROVIDERS MAY REQUIRE THAT YOU AGREE TO THEIR ADDITIONAL TERMS, CONDITIONS, CONTRACTS, AGREEMENTS, AND/OR RULES. YOUR COMPLIANCE WITH ANY SUCH ADDITIONAL TERMS, CONDITIONS, CONTRACTS, AGREEMENTS, AND/OR RULES IS SOLELY YOUR RESPONSIBILITY AND WILL HAVE NO EFFECT ON YOUR CONTINUING OBLIGATION TO COMPLY WITH THIS USER AGREEMENT WHEN USING THE COLLECTIVE OR SUBSIDIARIES. WE AND OUR INDEMNITEES SPECIFICALLY DISCLAIM ANY AND ALL LIABILITY IN CONNECTION WITH THE ACTS OR OMISSIONS OF SUCH THIRD PARTIES.

2. YOU ACKNOWLEDGE THAT YOU ARE USING THE WEBSITE AND COLLECTIVE AT YOUR OWN RISK. THE COLLECTIVE IS PROVIDED "AS IS," "WITH ALL FAULTS," AND ON AN "AS AVAILABLE" BASIS, AND WE AND OUR INDEMNITEES HEREBY EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, AND GUARANTEES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF ACCURACY, RELIABILITY, TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, CONDITION, GUARANTEE, OR REPRESENTATION, WHETHER ORAL, IN WRITING, OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR COMPLETENESS OF ANY CONTENT OR USER CONTENT CONTAINED THEREIN OR PROVIDED BY US OR THE COLLECTIVE. WE AND OUR INDEMNITEES DO NOT REPRESENT, WARRANT, OR GUARANTEE THAT ACCESS TO THE COLLECTIVE, WEBSITE, AND/OR COMMUNICATIONS OR MESSAGING FROM OR TO US, YOU, OR OTHER USERS OF THE COLLECTIVE WILL BE UNINTERRUPTED, TIMELY, OR ERROR FREE, OR THAT THERE WILL BE NO FAILURES, DELAYS, INACCURACIES, ERRORS OR OMISSIONS, OR LOSS OF TRANSMITTED CONTENT OR USER CONTENT, OR THAT NO SOFTWARE DISABLING DEVICES, TIME BOMBS, VIRUSES, WORMS, BUGS, OR DEVICES OR DEFECTS OF SIMILAR NATURE WILL BE TRANSMITTED ON OR THROUGH THE COLLECTIVE, AND WE AND OUR INDEMNITEES WILL NOT BE LIABLE IN THE EVENT OF ANY SUCH OCCURRENCE.

3. YOU ACKNOWLEDGE AND AGREE THAT THERE ARE RISKS ASSOCIATED WITH UTILIZING AN INTERNET-BASED MARKETPLACE AND INTERACTING WITH OTHER USERS IN PERSON. WE DO NOT INVESTIGATE OR VERIFY ANY USER'S REPUTATION, CONDUCT, MORALITY, CRIMINAL BACKGROUND, OR INFORMATION USERS MAY SUBMIT TO THE COLLECTIVE AND WEBSITE, INCLUDING BUT NOT LIMITED TO USER CONTENT. YOU ARE SOLELY RESPONSIBLE FOR, AND ASSUME ALL RISKS RELATED TO, SELLING AND BUYING THROUGH THE COLLECTIVE AND WEBSITE (INCLUDING ALL ONLINE AND OFFLINE INTERACTIONS WITH OTHER USERS).

4. WE AND OUR INDEMNITEES ARE NOT RESPONSIBLE FOR INCOMPLETE, INCORRECT, LOST, DELAYED, LATE, MISDIRECTED, GARBLED, DAMAGED, ILLEGIBLE, UNDELIVERABLE, OR INCOMPLETELY RECEIVED COMMUNICATIONS OR MESSAGING FROM OR TO US, YOU, OR BETWEEN ANOTHER USER AND YOU FOR ANY REASON, INCLUDING BY REASON OF HARDWARE, SOFTWARE, BROWSER, NETWORK, COMMUNICATIONS SYSTEM FAILURE, MALFUNCTION, DELAY, OR CONGESTION, OR ANY INCOMPATIBILITY AT OUR SERVERS OR ELSEWHERE, OR FOR ANY OTHER TECHNICAL PROBLEMS, ANY FORM OF ACTIVE OR PASSIVE FILTERING BY A USER'S COMPUTER, MOBILE OR OTHER DEVICE OR ACCESS PROVIDER, INSUFFICIENT SPACE ON USER'S COMPUTER, MOBILE OR OTHER DEVICE OR ACCOUNT/PROFILE, OR ANY OTHER CAUSE OR COMBINATION THEREOF.

5. WE AND OUR INDEMNITEES SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTIES FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ALLEGEDLY SUSTAINED ARISING OUT OF THE AGREEMENT, THE WEBSITE, YOUR ABILITY OR INABILITY TO ACCESS, VISIT, AND/OR USE THE COLLECTIVE OR ACCESS PLATFORMS, INCLUDING DAMAGE TO YOUR COMPUTER, MOBILE OR OTHER DEVICE, OR FOR SOFTWARE DISABLING DEVICES, TIME BOMBS, VIRUSES, WORMS, BUGS, OR DEVICES OR DEFECTS OF SIMILAR NATURE ALLEGED TO HAVE BEEN OBTAINED FROM THE COLLECTIVE OR PLATFORMS, YOUR ACCESS, VISITATION, AND/OR USE OF, OR RELIANCE ON, THE COLLECTIVE AND/OR CONTENT OR USER CONTENT AVAILABLE ON OR THROUGH THE COLLECTIVE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR LIABILITY TO YOU EXCEED THE TOTAL AMOUNT PAID BY YOU TO US DURING THE ONE MONTH PERIOD IN WHICH THE CLAIM AROSE. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE AGREEMENT IS NOT SUBJECT TO THE LAWS OF SUCH STATES, BUT TO THE EXTENT A CLAIM IS BROUGHT THEREIN, OUR LIABILITY AND WARRANTIES ARE LIMITED TO THE EXTENT PERMITTED BY LAW. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, IN PART: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

6. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU RELEASE THE SAFE SPACE COLLECTIVE FROM RESPONSIBILITY, LIABILITY, CLAIMS, DEMANDS, AND/OR DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN (INCLUDING, BUT NOT LIMITED TO, CLAIMS OF NEGLIGENCE), ARISING OUT OF OR RELATED TO DISPUTES BETWEEN USERS AND THE ACTS OR OMISSIONS OF OTHER USERS OR THIRD PARTIES.

**G. Termination or Suspension of the Collective, Your Use of the Collective, and/or the User Agreement:**

1. We reserve the right, in addition to our other remedies, to terminate, discontinue, suspend, and/or restrict the Collective, your account/profile, your ability to access, visit, and/or use the Collective or any portion thereof, and/or the User Agreement, including without limitation any of our purported obligations hereunder, for any or no reason, with or without notice. In the event of any termination or discontinuation of your account/profile, your ability to access, visit, and/or use the Website or any portion thereof, and/or the User Agreement, we reserve the right, in addition to our other remedies, to reassign, and/or allow another user to use, your password and/or User ID.

2. Even if the Collective, your ability to access, visit, and/or use the Collective or any portion thereof, and/or the Agreement is terminated, discontinued, suspended, or restricted, by you or by us, we have no obligation to (but we may in our discretion) remove any Content, and therefore copies of all information with regard to your account/profile and/or Content you may have posted, uploaded, transmitted, sent, or otherwise made available on or through the Collective, may be retained and/or remain viewable by us, our licensors, vendors, service providers, and/or other third parties. Nevertheless, we have no obligation to retain, store, or provide you with any information with regard to your account/profile and/or Content you may have posted, uploaded, transmitted, sent, or otherwise made available on or through the Collective. All provisions of the Agreement shall survive the termination or expiration of the Agreement and/or your account/profile.

**H. Communications to You:**

1. The communications between you and us and/or you and any other user or third party utilizing the Collective usually use electronic means, whether you access, visit, or use the Collective, send messages, or whether we, other users, or other third parties post notices on the Collective or communicate with you via messaging. For contractual purposes, you (a) consent to receive communications from us, other users, and/or other third parties using the Collective or Website in electronic form; and (b) agree that all notices, documents, disclosures, and other communications that we, other users, and/or other third parties utilizing the Website provide to you electronically satisfy any legal requirement that such communications would satisfy if they were in writing. Your consent to receive communications and do business electronically, and your agreement to do so, applies to all of your interactions and transactions with us, other users, and/or other third parties utilizing the Website.

2. You understand and agree that joining the Collective may include receiving certain communications from us, other users, and/or third parties using the Collective, such as transactional or relationship messages, and/or messages about your account/profile, and that these communications are considered part of your account/profile and you may not be able to opt out of receiving them without ceasing to be a registered user of the Collective.

3. By providing your phone number, you agree to receive calls and/or texts using automated technology for marketing purposes, or servicing and informational purposes related to your account, from The Safe Space Collective. This consent is not required to purchase from The Safe Space Collective. Message and data rates may apply.

4. The Safe Space Collective does not knowingly or purposefully engage in the direct selling of customer phone number or other related short code data for the purposes of direct third party marketing to The Safe Space Collective customers without customers' express consent, including for the purpose of direct marketing campaigns banned by carriers, such as Debt Forgiveness, Work and Investment Opportunities, and/or other similar campaigns.

**I. Third Party Content:**

The Collective may contain hyperlinks to websites operated by parties other than The Safe Space Collective. The Safe Space Collective does not operate the third party Website(s), Collective(s) or links and is not responsible for the content or accessibility outside of the The Safe Space Collective website(s). The Website may also contain content created by third parties, such as customer reviews, where third parties may express their ideas and opinions. The Safe Space Collective and its affiliates do not endorse the accuracy or reliability of any third party content.

**J. Disputes: PLEASE READ THIS SECTION CAREFULLY AS IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT, IN THE EVENT OF A DISPUTE.**

1. The Collective is based in the United States. It is not designed, customized, intended for, or directed to, any other country. Those who choose to access, visit, and/or use the Collective do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. We make no representation, warranty, or guarantee that the Collective, or any merchandise, products, Collectives, Websites, and/or Content available on or through the Collective, are appropriate, available, or legal in any particular geographic location.

2. **Promise to Arbitrate:** You agree that in the event of any dispute between or among you and us, you will first contact us and make a good faith sustained effort to resolve the dispute before resorting to more formal means of resolution. If you and we have a dispute that we are unable to resolve, you or we can choose to demand that a Claim (as defined below) or Claims be resolved through binding and final arbitration instead of through court proceedings, and you and we agree to accept that demand.

For purposes of this Section, the term “Claim” has the broadest reasonable meaning, and includes any claims, counterclaims, crossclaims, third-party claims, disputes, or controversies between or among you and The Safe Space Collective, whether arising in contract, tort, equity, pursuant to statute, regulation, ordinance, or otherwise, relating to or arising from any of the following:

* Your access, use, or interaction with a Collective or Platforms, including, but not limited to, The Safe Space Collective, TheSafeSpaceCollective.com or The Safe Space Collective mobile application (if any);
* Any Content available on or through the Collective, Website, or Platforms, including any advertisements, promotions, or oral or written statements regarding any vehicles or other products listed or described on the Collective;
* The collection, use, or disclosure of your personal or financial information, or other information that you provide;
* Communications, including telephone calls, emails, online chats, voice messages, or text messages relating to arising from Your use of the Collective;
* This Agreement; and
* Any dispute in which the Collective or your use of the Collective or with The Safe Space Collective is an issue or material fact.

Additionally, any dispute relating to the validity, enforceability, interpretation, or scope of this Agreement, the arbitrability of any Claim, other gateway issues of arbitrability, or any alleged waiver of this Disputes Section shall be exclusively resolved by the arbitrator and not by a court.

3. **Arbitration:**

In the event the claim, dispute or other issue is not resolved through such discussion between the parties, either party may institute binding arbitration to resolve the issues. If arbitration is initiated, the parties to this Agreement agree that the venue and jurisdiction of any arbitration between them will be vested solely in a tribunal in Los Angeles, California. Unless the parties agree otherwise the Arbitration shall be in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. Under the existing Commercial Arbitration Rules of the American Arbitration Association, a written opinion of the arbitrators must be delivered to the parties, notwithstanding any rules to the contrary. Notice of the demand for arbitration shall be filed in writing with the other party to this accepted proposal and with the American Arbitration Association. In no event shall the demand for arbitration be made after the date when the institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

Judgment upon the award of the arbiter shall be binding upon the parties and may be entered in any court having jurisdiction. Costs and attorneys’ fees may be awarded to the prevailing party, as the arbiter shall specify.

4. **Attorneys' Fees:** The arbitrator shall also be entitled to apply any statute, rule, regulation, or other authority providing for an award of and/or prohibiting the recovery of attorneys' fees, costs, or expenses, in whole or in part, including statutes, rules, regulations, or other authorities providing for an award of and/or prohibiting the recovery of attorneys' fees, costs, or expenses based upon the parties' settlement offers or demands that could be applied by a court under applicable law. The arbitrator is also authorized to award attorneys' fees if it determines that any Claim was frivolous, brought or maintained for an improper purpose, and/or brought or maintained in bad faith.

5. **Judgment; Effect of Arbitration Award:** Judgment on the arbitrator's award may be entered in any court with jurisdiction. Otherwise, except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. No arbitration award involving the parties will have any preclusive effect as to issues or Claims in any dispute involving anyone who is not a party to the arbitration. Nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this Agreement.

6. **Severability:** If, for any reason, any provision of the Agreement, or portion thereof, is found to be invalid or unenforceable, that specific provision, or portion thereof, will be of no force and effect and shall be severed, but the remainder of this Agreement shall be enforced to the maximum extent permissible and continue to be valid and enforceable in full force and effect. Notwithstanding the foregoing, if a court or arbitrator limits or voids any portion of this Section in any proceeding, then, subject to the right to appeal such a decision, the class, collective, representative and/or private attorney general action must be litigated in a civil court of competent jurisdiction and not arbitration.

7. **Survival:**  You and we agree that all of the provisions of this Section shall survive termination of this Agreement.

**K. Governing Law**

This Agreement will be governed and construed in accordance with the laws of the State of California without regard to conflict of laws provision.

**L. General:**

1. We reserve the right to post, from time to time, additional rules that apply to certain portions of the Collective, Website or the Collective as a whole. Such additional rules will be posted in the Agreement and/or in the relevant portions of the Collective, and are hereby incorporated into the Agreement by this reference if not posted herein. Your continued access, visitation, and/or use of the Collective constitutes your agreement to comply with these additional rules.

2. The rules, restrictions, limitations, terms, and conditions that apply to the Collective, whether listed in this User Agreement, posted at various points in the Collective, or otherwise communicated to you, constitutes the Agreement and entire understanding between the parties, and supersedes prior agreements between the parties, whether oral or written, with respect to the subject matter hereof. Unless explicitly stated in writing by us, any new or additional features, functionality, User Content, or Content that augment or enhance the Collective, including the release of updates, upgrades, new products, and/or Collectives, shall be subject to the terms and conditions of the Agreement.

3. Any delay or failure by us to exercise or enforce any right or provision of the Agreement will not constitute a waiver of such right or provision. No waiver by us shall have effect unless such waiver is set forth in writing and signed by us; nor shall any such waiver of any breach or default constitute a waiver of any subsequent breach or default pursuant to the Agreement.

4. We may sub-license, transfer, sell or assign the Agreement, and/or any of our purported obligations hereunder, at any time to any person or entity, with or without notice. You may not sub-license, transfer, sell, or assign the Agreement at any time to any person or entity, and any attempt to do so will be null and void.