

Terms of Service

Last updated: May 12th, 2021

Thank you for using Satchel!

These Terms of Service (“Terms”) are a binding legal agreement between you and Obvious Inc. that govern your use of the websites, applications, and other offerings from Obvious Inc. (collectively, the “Satchel Platform”). When used in these Terms, “Satchel,” “we,” “us,” or “our” refers to the Obvious Inc. with whom you are contracting.

The Satchel Platform offers an online venue that enables users (“Members”) to publish, offer, search for, and book service. Members who publish and offer services are “Hosts” and Members who search for, book, or use services are “Guests.” Hosts offer office space (“Space”, “Listings”, “Host Services”). You must register an account to access and use many features of the Satchel Platform, and must keep your account information accurate.

1. Introduction

Your agreement with us includes these Terms (“**Agreements**”). You acknowledge that you have read and understood Agreements, and agree to be bound by them.

If you do not agree with (or cannot comply with) Agreements, then you may not use the Service, but please let us know by emailing at help@heysatchel.com so we can try to find a solution. These Terms apply to all visitors, users and others who wish to access or use Service.

Thank you for being responsible.

2. Compliance

You agree to abide by and cause your employees, agents, guests, invitees, contractors and subcontractors ("Invitees") to abide by this Agreement and any applicable Rules

3. Confidentiality

Both Host and Guest agree that during the Booking and thereafter, the recipient of any non-public information of the other party that is designated as confidential or proprietary, that the receiving party knew or reasonably should have known was confidential or proprietary, or that derives independent value from not being generally known to the public ("Confidential Information"), will not at any time be disclosed to any person by such recipient or used for such recipient's own benefit or the benefit of anyone else without the prior express written consent of a corporate officer of the party that owns such Confidential Information. The parties agree that if there is a breach of this obligation by either party, the other shall have the right to request any remedy in law and/or equity including, but not limited to, appropriate injunctive relief or specific performance, as may be granted by a court of competent jurisdiction.

Guest Terms

4. Booking

When you book a Listing, you are agreeing to pay all charges for your booking including the Listing price, applicable fees like Satchel's service fee, offline fees, taxes and any other items identified during checkout (collectively, "Total Price"). When you receive the booking confirmation, a contract for Host Services is formed directly between you and the Host. The cancellation policy and any other rules, standards, policies, or requirements identified in the Listing or during checkout form part of your contract with the Host.

4.1. Purchase

When purchasing any product or service made available through Service (“**Purchase**”), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

We may employ the use of third party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties.

We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

4.2. Subscriptions

Some parts of Service are billed on a subscription basis (“**Subscription(s)**”). You will be billed in advance on a recurring and periodic basis (“**Billing Cycle**”). Billing cycles are set on a monthly basis.

At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you modify it, cancel it or Satchel cancels it. You may cancel your Subscription renewal either through your online account management page or by contacting Satchel customer support team.

A valid payment method, including credit card, is required to process the payment for your subscription. You shall provide Satchel with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorize Satchel to charge all Subscription fees incurred through your account to any such payment instruments.

Should automatic billing fail to occur for any reason, Satchel will issue an electronic invoice indicating that you must proceed manually, within a certain

deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

5. Access, Keys and Security

Any keys or entry cards for the Space or the Building, which the Host lets you use, remain the Host's property at all times. You shall not make any copies of them or allow anyone else to use them without the Host's consent. Any loss of keys or entry cards must be reported to the Host immediately, and you must pay the cost of replacement keys or cards and or changing locks, if required by the Host. You shall not place any additional locks or bolts of any kind upon any of the doors or windows of the Space or Building nor make any changes to existing locks or the mechanisms thereof.

6. Insurance

You are responsible for any damage you cause to the Space or any Host personal property beyond normal wear and tear. The Host has the right to inspect the condition of the Space from time to time and make any necessary repairs. You are responsible for arranging insurance for your personal property against all risks and for your liability to and for your employees and Invitees. You have the risk of damage, loss, theft or misappropriation with respect to any of your personal property and liability to and for your employees and Invitees. You agree, as a material part of the consideration to be rendered to the Host under this Agreement, to waive any right of recovery against the Host, its directors, officers, employees and its applicable landlord for any damage, loss, theft or misappropriation of your property under your control and any liability to and for your employees and Invitees, including for injuries to you or your Invitees in or about the Space, and you agree to hold the Host exempt and harmless and defend the Host and its landlord, if applicable, from and against any damage and injury to any such person or to such property, to the extent arising from your use of the Space or from your failure to keep the premises in good condition and repair as provided in this Agreement. All property in your Space is understood to be under your control.

7. Responsibilities

You are responsible for your own acts and omissions and are also responsible for the acts and omissions of anyone you invite to join or provide access to any Space. For example, this means: (i) you are responsible for leaving a Space (and related property) in the condition it was in when you arrived, and (ii) you must act with integrity, treat others with respect and comply with applicable laws at all times.

Host terms

8. Host

8.1. Hosting

As a Host, Satchel offers you the opportunity to share your Space, or other Host Service with our vibrant community of Guests - and earn money doing it. It's easy to create a Listing and you are in control of how you host - set your price, availability, and rules for each Listing.

8.2. Contracting with Guests

When you accept a booking request, or receive a booking confirmation through the Satchel Platform, you are entering into a contract directly with the Guest, and are responsible for delivering your Host Service under the terms and at the price specified in your Listing. You are also agreeing to pay applicable fees for each booking. Satchel will deduct amounts you owe from your payout unless we and you agree to a different method.

8.3. Independence of Hosts

Your relationship with Satchel is that of an independent individual or entity and not an employee, agent, joint venturer, or partner of Satchel. Satchel does not direct or control your Host Service, 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.

9. Managing your Listing

9.1. Know Your Legal Obligations

You are responsible for understanding and complying with any laws, rules, regulations, and contracts with third parties that apply to your Listing or Host Services. For example: Some landlords and leases restrict or prohibit subletting, desk sharing and short-term rentals. In some places, the Host Services you want to offer may be prohibited altogether.

9.2. 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 providing your Host Services. 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 description and may not collect any additional fees or charges outside the Satchel Platform. Do not encourage Guests to create third-party accounts, submit reviews, provide their contact information, or take other actions outside the Satchel Platform.

9.3. Hosting as an Organization

The entity and each individual who participates in providing Host Services is 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 business or other organization, and that each entity you use is in good standing under the laws of the place where it is established. If you perform other functions, you represent and warrant that you are authorized to perform those functions.

9.4. 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 Satchel Platform, offering Host Services, or any interaction you have with other Members whether in person or online. You agree that you have had the opportunity to investigate the Satchel Platform and any laws, rules, regulations, or obligations that may be applicable to your Listings or Host Services and that you are not relying upon any statement of law made by Satchel.

10. Taxes

10.1. 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**").

10.2. 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 law, until sufficient documentation is provided. You agree that Satchel 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, our Guests, and/or their organizations.

General Terms

11. Content

Content found on or through this Service are the property of Satchel or used with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.

12. Rules

You must follow these rules and must not help or induce others to break or circumvent these rules.

- Act with integrity and treat others with respect
 - Do not lie, misrepresent something or someone, or pretend to be someone else.
 - Be polite and respectful when you communicate or interact with others.
 - Do not discriminate against or harass others.
- Do not scrape, hack, reverse engineer, compromise or impair the Satchel Platform
 - Do not use bots, crawlers, scrapers or other automated means to access or collect data or other content from or otherwise interact with the Satchel Platform.
 - Do not hack, avoid, remove, impair, or otherwise attempt to circumvent any security or technological measure used to protect the Satchel Platform or Content.
 - Do not decipher, decompile, disassemble or reverse engineer any of the software or hardware used to provide the Satchel Platform.
 - Do not take any action that could damage or adversely affect the performance or proper functioning of the Satchel Platform.
- Only use the Satchel Platform as authorized by these Terms or another agreement with us
 - You may only use another Member's personal information as necessary to facilitate a transaction using the Satchel Platform as authorized by these Terms.
 - Do not use the Satchel Platform, our messaging tools, or Members' personal information to send commercial messages without their express consent.

- You may use Content made available through the Satchel Platform solely as necessary to enable your use of the Satchel Platform as a Guest or Host.
- Do not use Content unless you have permission from the Content owner or the use is authorized by us in these Terms or another agreement you have with us.
- Do not request, make or accept a booking or any payment outside of the Satchel Platform to avoid paying fees, taxes or for any other reason.
- Do not book Host Services unless you are actually using the Host Services.
- Do not use, copy, display, mirror or frame the Satchel Platform, any Content, any Satchel branding, or any page layout or design without our consent.
- Honor your legal obligations
 - Understand and follow the laws that apply to you, including privacy, data protection, and export laws.
 - If you provide us with someone else's personal information, you: (i) must do so in compliance with applicable law, (ii) must be authorized to do so.
 - Read and follow our Terms.
 - Do not organize or facilitate unauthorized events.
 - Do not use the name, logo, branding, or trademarks of Satchel or others without permission.
 - Do not use or register any domain name, social media handle, trade name, trademark, branding, logo or other source identifier that may be confused with Satchel branding.
 - Do not offer Host Services that violate the laws or agreements that apply to you.

13. No Use By Minors

Service is intended only for access and use by individuals at least eighteen (18) years old. By accessing or using any of Company, you warrant and represent that you are at least eighteen (18) years of age and with the full authority, right, and capacity to enter into this agreement and abide by all of the terms and conditions of Terms. If you are not at least eighteen (18) years old, you are prohibited from both the access and usage of Service.

14. Accounts

When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on Service.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

15. Intellectual Property

Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of Satchel and its licensors. Service is protected by copyright, trademark, and other laws of the United States. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Satchel.

16. Links To Other Web Sites

Our Service may contain links to third party web sites or services that are not owned or controlled by Satchel.

Satchel has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

YOU ACKNOWLEDGE AND AGREE THAT OBVIOUS INC. SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH USE OF OR RELIANCE ON ANY SUCH CONTENT, GOODS OR SERVICES AVAILABLE ON OR THROUGH ANY SUCH THIRD PARTY WEB SITES OR SERVICES.

WE STRONGLY ADVISE YOU TO READ THE TERMS OF SERVICE AND PRIVACY POLICIES OF ANY THIRD PARTY WEB SITES OR SERVICES THAT YOU VISIT.

17. Disclaimer Of Warranty

THESE SERVICES ARE PROVIDED BY COMPANY ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THEIR SERVICES, OR THE INFORMATION, CONTENT OR MATERIALS INCLUDED THEREIN. YOU EXPRESSLY AGREE THAT YOUR USE OF THESE SERVICES, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED FROM US IS AT YOUR SOLE RISK.

NEITHER COMPANY NOR ANY PERSON ASSOCIATED WITH COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER COMPANY NOR ANYONE ASSOCIATED WITH COMPANY REPRESENTS OR WARRANTS THAT THE SERVICES, THEIR CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES OR ANY SERVICES OR ITEMS

OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

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.

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

18. Limitation Of Liability

EXCEPT AS PROHIBITED BY LAW, YOU WILL HOLD US AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, HOWEVER IT ARISES (INCLUDING ATTORNEYS' FEES AND ALL RELATED COSTS AND EXPENSES OF LITIGATION AND ARBITRATION, OR AT TRIAL OR ON APPEAL, IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM THIS AGREEMENT AND ANY VIOLATION BY YOU OF ANY FEDERAL, STATE, OR LOCAL LAWS, STATUTES, RULES, OR REGULATIONS, EVEN IF COMPANY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT AS PROHIBITED BY LAW, IF THERE IS LIABILITY FOUND ON THE PART OF COMPANY, IT WILL BE LIMITED TO THE AMOUNT PAID FOR THE PRODUCTS AND/OR SERVICES, AND UNDER NO CIRCUMSTANCES WILL THERE BE CONSEQUENTIAL OR PUNITIVE DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE PRIOR LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

19. Termination

You may terminate this agreement at any time by sending us an email or by deleting your account with 30 days' notice via email. Satchel may terminate this agreement for any reason by giving you 30 days' notice via email or using any other contact information you have provided for your account. Satchel may also terminate this agreement immediately and without prior notice and stop providing access to the Satchel Platform if (i) you materially breach these Terms, (ii) you violate applicable laws, or (iii) such action is necessary to protect the personal safety or property of Satchel, its Members, or third parties (for example in the case of fraudulent behavior of a Member), or (iv) your account has been inactive for more than two years.

20. Governing Law

These Terms shall be governed and construed in accordance with the laws of State of Delaware without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have had between us regarding Service.

21. Changes To Service

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

22. Amendments To Terms

We may amend Terms at any time by posting the amended terms on this site. It is your responsibility to review these Terms periodically.

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 frequently so you are aware of any changes, as they are binding on you.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use Service.

23. Waiver And Severability

No waiver by Company of any term or condition set forth in 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 Company to assert a right or provision under Terms shall not constitute a waiver of such right or provision.

If any provision of 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 Terms will continue in full force and effect.

24. Acknowledgement

BY USING SERVICE OR OTHER SERVICES PROVIDED BY US, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF SERVICE AND AGREE TO BE BOUND BY THEM.

25. Contact Us

Please send your feedback, comments, requests for technical support by email: help@heysatchel.com.