

## Spacent Terms of Service Spacent 服务条款

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Welcome to Spacent!  
欢迎使用 Spacent!

These Spacent Terms of Service (the “**Terms**”) constitute a legally binding agreement between users of the Platform (as defined below), on the one hand, and Spacent Ltd (together with its Chinese affiliate, collectively refers to “**Spacent**,” “**we**,” “**us**,” or “**our**”), on the other hand, and govern access to and use of the Spacent website, including any subdomains thereof, and any other websites through which Spacent makes its services available (collectively, “**Site**”), the Spacent mobile, tablet or other smart device applications, and application program interfaces (collectively, “**Application**”) and all associated services (collectively, “**Service**”). The Site, the Application and the Service together are collectively referred to as the “**Platform**”.

Spacent 服务条款（以下称“**本条款**”）构成了平台（定义如下）的用户与 Spacent Ltd（包括其在中国的关联公司，以下合称“**Spacent**”或“**我们**”或“**我们的**”）之间签订的具有法律约束力的协议，并适用于 Spacent 网站的访问和使用。Spacent 网站包括其子域、Spacent 提供的其他网站（合称为“**站点**”）、Spacent 移动设备、平板电脑或其他智能设备的应用程序、应用程序接口（合称为“**应用程序**”）以及所有相关服务（合称为“**服务**”）。站点、应用程序和服务合称为“**平台**”。

You must read, agree with and accept all of the terms and conditions contained or expressly referenced in the Terms, where applicable, before you use the respective Platform.

在使用相应平台之前，您必须阅读、同意并接受本条款约定和其中明确引用的所有条款和条件。

**IF YOU DO NOT AGREE TO ANY TERM AND CONDITION OF THE TERMS, YOU MAY NOT USE THE PLATFORM OR SERVICE. BY ACCESSING OR USING PLATFORM, YOU AGREE TO COMPLY WITH AND BE BOUND BY THE TERMS HEREIN.**

如果您不同意本条款的任一条款或条件，请停止使用本平台或服务。您访问或使用平台表示您同意遵守本条款并受其约束。

### 1. SPACENT PLATFORM AND SERVICE

#### Spacent 平台和服务

Spacent provides an online platform that allows “**Space Operators**” who have a specific location, room, site, or other area within a work environment (“**Space**”) available for licensing to connect with “**Guests**” seeking to license such Space. The details of each Space, including its availability, the price for reservation of the Space (“**Booking Price**”) and Supplemental Terms (as defined below), if any, are provided in Platform.

Spacent 提供一个在线平台，通过此平台，在办公环境中拥有特定位置、房间、场地或其他区域（“**空间**”）的“**空间运营商**”与寻求使用该空间的“**客户**”之间可以建立联系。每个空间的详细信息，包括其可用性，预订使用空间的价格（“**预订价格**”）和补充条款（定义如下，若有）将被公示在平台上。

**Space Operators and Guests are independent third parties and are not affiliated, controlled by, or employed by Spacent. Space Operators set their own prices and may condition use of Spaces as they feel appropriate.**

空间运营商和客户是独立的第三方，与 Spacent 没有任何关联，不受 Spacent 控制或雇佣。空间运营商自行确定价格，并可以视需要设置空间使用条件。

**When a Guest books the Space provided by a Space Operator through our Platform, the Space Operator and the Guest enter into a contract directly with one another, and Spacent is not a party to that contract. Spacent does not own, lease, or control the Space. Spacent is not acting as an agent or broker for any Space Operator or Guest of the Service or Platform (collectively, “User”).**

当客户通过我们的平台预订空间运营商提供的空间时，空间运营商与客户之间直接签署合同，Spacent 不是该合同的当事方。Spacent 不所有、租赁或控制该空间。在提供服务或平台时，Spacent 不是任何空间运营商或客户（合称为“用户”）的代理或经纪人。

## 2. GENERAL TERMS

### 一般条款

#### 2.1. Accounts.

##### 账户

2.1.1. You must register a Spacent account ("**Account**") to access or utilize certain features of the Platform, such as publishing or booking a Space. **In order to access and use the Platform or register an Account you must be an individual at least 18 years old or a duly organized, validly existing organization or other legal entity in good standing under the laws of the country you are established, and able to enter into legally binding contracts.** If you are registering on behalf of a legal entity, you represent and warrant that you have the authority to legally represent that entity to accept the Terms or any other applicable agreements.

您必须注册一个 Spacent 账户（“账户”）以访问或使用平台的某些功能，如发布或预订空间。访问、使用平台或注册账户的前提是，您必须是年满 18 岁的自然人，或者是根据设立所在国/地区的法律现有效存续、拥有良好信誉、能够签订具有法律约束力合同的组织或其他法律实体。如果您代表法律实体进行注册，则您声明并保证有权合法代表该实体接受本条款或任何其他协议。

2.1.2. You must provide accurate, current and complete information during the registration process and keep your Account and public Account profile information up-to-date at all times. We may ask you to complete a verification process or update your Account or provide additional or different information at any time, which may include requiring additional details about Spaces or payment information.

在注册过程中您必须提供准确、最新和完整的信息，并始终保持账户和账户配置文件信息为最新状态。我们会随时要求您完成验证过程或更新您的账户，或提供其他/不同的信息，其中可能包括其他有关空间或支付的详细信息。

2.1.3. You are responsible for any actions associated with your Account whether or not authorized, including payment of fees, taxes, fines or other charges. You are solely responsible for the actions or communications of your employees, representatives, hires, or agents.

无论是否经您授权，您应对与您的账户相关的所有行为负责，包括支付费用、税金、罚款或其他费用。您的员工、代表、雇员或代理的行为或沟通由您全权负责。

2.1.4. You may not assign or otherwise transfer your Account to another party without our prior written consent. You are responsible for maintaining the confidentiality and security of your Account credentials and may not disclose your credentials to any third party. You must immediately notify Spacent if you know or have any reason to suspect that your Account credentials have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorized use of your Spacent Account. Termination of your Account does not terminate any contractual arrangements you have had with third parties, including any obligations to government entities for Tax purposes.

未经我们事先书面同意，您不得将账户授权或以其他方式转让给第三方。您有责任维护您账户信息的机密性和安全性，并且不得将您的账户信息透露给任何第三方。如果您知道或有任何理由怀疑您的账户信息已丢失、被盗、被挪用或以其他方式受到破坏，或者您的 Spacent 账户存在或疑似存在任何未经授权使用的情况，您应立即通知 Spacent。您与第三方之间已成立的的任何合同安排不因账户终止而终止，包括由于税收之需对政府承担的任何义务。

#### 2.2. Compliance.

##### 合规

Users shall comply with all applicable laws, regulations, ordinances, codes, rules applicable to your use of the Platform, whether as a Space Operator or Guest. While Spacent may provide information to help a User understand certain obligations of using the Platform, it is not authorized to provide and does not provide any legal advice.

用户,无论是作为空间运营商还是客户,应遵守使用平台相关的所有法律、法规、规章、准则和规则。尽管 Spacent 可能会提供一些信息来帮助用户理解其使用平台相关的义务,但并不构成 Spacent 提供或被授权提供任何法律建议。

## 2.3. Taxes.

### 税金

2.3.1. Users are solely responsible for payment of all taxes, levies, penalties, and other costs imposed on them by any taxing authority or government agency related to posting or reserving of the Spaces, including any sales or occupancy tax, indirect taxes such as valued added tax (VAT, if any) or individual income tax (IIT, if any), duties, and other taxes imposed by taxing authorities through laws, regulations or judicial interpretations (collectively “**Taxes**”).

用户应全权负责支付税务机关或政府机构向其收取的与发布或预订空间有关的所有税费、罚款和其他费用,包括任何由税务机关通过法律、法规或司法解释征收的销售或占用税、间接税(例如增值税)或个人所得税(若有)、关税以及其他税金(合称为“**税金**”)。

2.3.2. Users are responsible for all Taxes owed for reserving or posting a Space, including, without limitation, accurate calculation of Taxes due, timely remittance of Taxes to the appropriate taxing authority and maintenance of any required records and accounts. If any taxing authority demands that Spacent pay such Taxes on your behalf, you are immediately liable to us for such Taxes and will reimburse or pay Spacent for such Taxes upon demand. Users are also responsible for any penalties arising from your failing to comply with the Terms including those issued by regulatory or taxing authorities, law enforcement, firefighting or safety authorities, or other third parties; or that may be issued by us for losses we or Users incur that are based on your failing to comply with the Terms or misuse of the Platform or Service.

用户应对预订或发布空间的所有税金负责,包括但不限于准确计算应缴税金,及时将税金缴纳给相应的税务部门以及维护任何所需的记录和账户。如果税务机关要求 Spacent 代您缴纳此类税金,您有义务立即向我们支付相应税金,应根据 Spacent 的要求向 Spacent 补偿或支付相应税金。您还应对您因违反本条款而受到的任何处罚负责,包括由监管、税务、执法、消防、安监部门或其他第三方出具的处罚,或因您违反本条款或滥用平台或服务而给我们招致损失时我们提出的索赔。

## 2.4. Intellectual Property Rights; Third-Party Links.

### 知识产权、第三方链接

2.4.1. Spacent owns all rights, titles, and interests in the Platform and Service, and all intellectual property embodied or contained in them (individually and collectively, “**IP**”). IP includes all registered or potential patents, copyrights, trademarks, trade secrets, and other proprietary rights. Through your Account, we grant you a limited, temporary, revocable, non-transferable, non-exclusive license to use the Platform and Service for the purposes described in the Terms and only as provided to you through the Platform.

Spacent 拥有平台和服务的所有权利、所有权和利益,以及其中包含的所有知识产权(分别或合称为“**IP**”)。IP 包括所有已注册或潜在的专利、著作权、商标、商业秘密和其他专有权。通过您的账户,我们授予您有限的、临时的、可撤销的、不可转让的、非排他的许可,使您可以按照本条款所述目的使用平台和服务,且该许可仅通过平台向您提供。

2.4.2. The above-mentioned license does not constitute a transfer of ownership or grant you any additional rights to use the IP. You may not register, claim ownership in, or sublicense the Platform, Service, or IP; use the Platform, Service, or IP in violation of the Terms or laws; or reverse engineer or copy all or any portion of the Platform, Service, or IP (except as expressly permitted). We may suspend or close your Account and pursue legal action against you if we believe or determine that your use of the Platform, Service, or IP exceeds the scope of this grant; or that you are attempting to hack or disrupt the use of the Platform, Service, or IP by others; or that you are otherwise interfering with the normal operation of the Platform or Service.

上述许可并不构成所有权转让或授予您使用 IP 的任何其他权利。您不得注册、主张对平台、服务或 IP 的所有权或再许可权利;不得违反本条款或法律使用平台、服务或 IP;不得对平台、服务或 IP 的全部或任何部分进行逆向工程或复制(除非取得明确许可)。如果我们认为或认定您对平台、服务或 IP 的使用超出了授权的范围,或者您试图非法侵入或破坏他人对平台、服务或 IP 的使用,或以其他方式干扰平台或服务的正常运行,我们会暂停或注销您的账户并对您采取法律措施。

**2.4.3. Some features of the Platform are services provided by third parties. Your use of those features is subject to that company's terms of use.**

平台的某些功能借助于第三方提供的服务。您对这些功能的使用受该第三方公司使用条款约束。

**2.4.4. Spacent may provide links to third-party's internet sites or resources. If you click on a link to third-party sites or services, you will be directed to a site or service we do not control and may be subject to different terms and conditions, and that you need to be prudent concerning the authenticity and reliability of such site, especially when it comes to advertisement. You shall be personally responsible for any act between you and the advertiser or advertisement owner, and settle dispute of any kind there between.**

Spacent 可能会提供指向第三方网站或资源的链接。如果您单击指向第三方网站或服务的链接，您将访问非由我们控制的网站或服务，并且可能会受不同条款和条件的约束，因此您需谨慎考虑其真实性和可靠性，尤其是在涉及广告时。您应单独对您与广告经营者、广告发布者或广告主之间的任何行为承担责任，并解决与其之间的任何形式的争议。

2.4.5. If you believe that any content (including Content below defined) posted violates your intellectual property rights, please notify us. This notice should identify the specific Content and provide us with evidence of your ownership of the intellectual property rights or authorization to enforce the rights of the intellectual property owner. We will internally review alleged violations but may not send you a response each time notifying you of the results of our review. Any information you provide to us may be shared with other Users, third parties, or law enforcement to help assess the claim of infringement or remove infringing content. We will remove any content we determine to be infringing consistent with our obligations under applicable laws or violating your intellectual property rights. We will deal with any malicious comments or review against law or groundless within the permission scope of applicable laws, including but not limited to deletion. After the termination of your account, we shall cease to display any comments and reviews upon your request. 如果您认为发布的任何内容（包括以下定义的“内容”）侵犯了您的知识产权，请通知我们。该通知应指明具体的内容，并向我们提供证据以证明您对该知识产权享有所有权或取得了知识产权所有权人的授权。我们将内部审查被告知的涉嫌侵权行为，但可能不会每次都向您反馈审查结果。您提供给我们的任何信息可能与其他用户、第三方或执法机构共享，以便评估侵权指控或删除侵权内容。我们将删除所有我们认为违反法律规定或侵犯您的知识产权的内容。对于客人的任何违反法律或者不符合实际的恶意评价，我们将在法律允许的范围内进行处理，包括但不限于删除。在您的账户服务期限结束后，我们将根据您的要求，停止展示任何评论或评价。

## 2.5. Content.

### 内容

2.5.1. When using the Platform and Service, you may be asked to or may voluntarily provide information about yourself, a Space or other information including texts, images, or videos etc. (collectively, “Content”).

使用平台和服务时，系统可能会要求您或您可能自愿提供有关您自己、空间或其他方面的信息，包括文本、图像或视频等（合称为“内容”）。

2.5.2. You represent and warrant that you are authorized to provide Content to the Platform and that any Content you provide does not violate the proprietary or privacy rights of a third party. You ensure that Content you provided is accurate and complete, and you are solely responsible for all Content that you make available on or through the Platform. You must keep any Content current.

您声明并保证您已被授权向平台提供内容，并且您提供的任何内容均不侵犯第三方的专有权或隐私权。您确保所提供的内容是准确和完整的，并且您对在平台上或通过平台提供的所有内容全权负责。您必须保持所有内容为最新状态。

**2.5.3. You grant Spacent a fully paid, worldwide, non-exclusive, irrevocable, license to use, copy, store, transmit, distribute, modify, publicly display, sublicense, and otherwise exploit in any manner any Content you provide to us or Platform during the term of the Space Operator Service Agreement. This grant includes our ability to use any Content for both internal use (such as analysis to improve the Platform or Service) or external use (such as marketing or online advertising). If you cannot provide us the above grant, then you may not provide Content to us. We may retain Content and continue to display and use any Content (including comments or reviews of the Spaces) after your Account is terminated.** You agree to indemnify, defend and hold us harmless for any damages or losses based on third-party claims that Content violates their rights.

Provided that any third party claims the violation of their rights due to Spacent's unauthorized usage after the expiration of the Agreement, Spacent agree to indemnify, defend and hold you harmless for any damages or losses based on third-party claims that Spacent's by-then- usage violates their rights.

您授予 Spacent 已全额付费的、全球性的、非排他的、不可撤销的许可，允许 Spacent 在空间运营商服务协议有效期内以任何方式使用、复制、存储、传输、分发、修改、公开展示、再许可或以其他方式利用您提供给我们或平台的任何内容。该许可涵盖我们被允许将任何内容用于内部用途（如改进平台或服务的分析）或外部用途（如营销或在线广告）。如果您不能向我们提供上述许可，则您不能向我们提供内容。您的账户终止后，我们可以保留内容并继续显示和使用内容（包括对空间的评论或反馈）。若第三方基于内容侵权而提起索赔，您同意对我们由此遭受的任何损害或损失进行赔偿、为我们辩护，并使我们免受该等损害。

在空间运营商服务协议届满后，如因 Spacent 的任何未经授权的使用导致第三方提出侵权索赔，Spacent 同意对您由此遭受的任何损害或损失进行赔偿、为您辩护，并使您免受该等损害。

#### 2.5.4. You may never post, upload, publish, submit or transmit any Content that:

您不得发布、上传、公开、提交或传送任何以下性质的内容：

- i. is defamatory, obscene, profane, or pornographic;  
诽谤的、淫秽的、亵渎的或色情内容；
- ii. is abusive, harassing, or disrespectful of other Users or promotes discrimination, bigotry, racism, hatred, harassment against any individual or group;  
辱骂的、骚扰的或不尊重其他用户的，或助长歧视、偏执、种族主义、仇恨、骚扰任何个人或团体的内容；
- iii. violates applicable laws, including those violating privacy, containing false advertising or unlawful marketing;  
违反法律的内容，包括侵犯隐私、虚假广告或非法营销；
- iv. is intended to deceive or mislead, is false or inaccurate, or misrepresents the nature or condition of a Space;  
意图欺骗或误导，虚假或不正确，或虚假陈述空间的性质或状况的内容；
- v. contains marketing or promotional content unrelated to the details of a Space;  
与空间细节无关的营销或推广内容；
- vi. is identified as sensitive personal information while consent from respective data controller is not obtained, including payment information;  
被识别为敏感但未获得相应数据控制者同意的个人信息，包括付款信息；
- vii. violates any other Spacent policy.  
违反 Spacent 其他政策。

2.5.5. Spacent may, without prior notice, remove or disable access to any Content that Spacent finds to be in violation of applicable law, these Terms or Spacent's then-current Policies, or otherwise may be harmful or objectionable to Spacent, its Users, third parties, or property.

Spacent 可以在不事先通知的情况下删除或禁止访问任何 Spacent 认为违反法律、本条款或 Spacent 最新政策的内容，或可能对 Spacent、其用户、第三方或财产造成损害或引发异议的内容。

2.5.6. You will not use, copy, store, transmit, distribute, modify, publicly display, sublicense, and otherwise exploit any content from Spacent Platform, except to the extent you are the legal owner of certain Content or as expressly permitted in these Terms.

您不会使用、复制、存储、传输、分发、修改、公开展示来源于 Spacent 平台的任何内容，除非您是内容的合法所有者或本条款中明确允许。

## 2.6. Prohibited Uses.

### 禁止用途

You may use the Platform and Service only for lawful purposes and in accordance with the Terms. You agree not to use our Platform and Service: (a) in any way that violates any applicable laws or regulation; (b) for the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise; (c) to transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter"

or "spam" or any other similar solicitation; (d) to impersonate or attempt to impersonate Spacent, a Spacent employee, another User or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing); or (e) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of our Platform, or which, as determined by Spacent, may harm Spacent or Users of our Platform or Service, or expose them to liability.

您仅可出于合法目的并根据本条款使用平台和服务。您同意不以下方式使用我们的平台和服务：(a) 以任何违反法律或法规的方式使用；(b) 通过使未成年人接触不适当的内容或其他方式，剥削、伤害或试图以任何方式剥削或伤害未成年人；(c) 发送或促使发送任何广告或推广材料，包括“垃圾邮件”、“连锁信”或“批量垃圾邮件”或任何其他类似的邀请；(d) 冒充或试图冒充 Spacent、Spacent 员工、其他用户或任何自然人或实体（包括但不限于使用与前述提及主体相关的电子邮件地址或账户名）；(e) 从事任何限制或禁止他人使用或享用我们的平台的行为，或 Spacent 认定可能损害 Spacent 或平台用户或服务，或使他们承担责任的行为。

Additionally, you agree not to:

此外，您同意不从事下述行为：

- i. use our Service in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Service;  
以可能会使网站瘫痪、过载、损坏或受阻，或干扰任何主体使用服务的方式使用我们的服务；
- ii. use any robot, spider or other automatic device, process or means to access the Service for any purpose, including monitoring or copying any of the material on the Platform;  
使用任何机器人、蜘蛛程序或其他自动设备、程序或手段访问服务，无论出于任何目的，包括出于监控或复制平台上材料之目的；
- iii. use any manual process to monitor or copy any of the material on the Platform, or for any other unauthorized purpose without our prior written consent;  
未经我们事先书面同意，使用任何人工手段监控或复制平台上的任何材料，或用于任何其他未经授权的目的；
- iv. use any device, software or routine that interferes with the proper working of our Service;  
使用任何会干扰我们服务正常运行的设备、软件或程序；
- v. introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful;  
植入病毒、特洛伊木马、蠕虫、逻辑炸弹或其他恶意或危害技术的材料；
- vi. attack the Platform via a denial-of-service attack or a distributed denial-of-service attack;  
通过拒绝服务或分布式拒绝服务的方式攻击平台；
- vii. act in a manner that is damaging to Spacent's reputation and/or goodwill;  
损害 Spacent 声誉和/或商誉的行为；
- viii. scan, probe, test the vulnerability of the Platform or any network connected to the Platform;  
扫描、查探、测试平台或连接程序的漏洞；
- ix. directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from Spacent;  
直接或间接地，以反向工程、反向编译、反向汇编或以其他方式尝试从 Spacent 获得源代码或其他商业秘密；
- x. export items, Content, or materials to prohibited parties or countries, as identified in applicable export and import regulations;  
向适用进出口法规指向的受禁主体或国家出口物项、内容或材料；
- xi. otherwise attempt to interfere with the proper working of the Service.  
以其他方式尝试干扰服务的正常运行。

## 2.7. Advertising.

### 广告

**2.7.1. You acknowledge and agree that, we reserve the right to display commercial advertisements (including advertising links) or other type of commercial information (including but not limited to display advertisement at any spot of Spacent platform or in the content you uploaded) during provision of Spacent Service, as permitted by applicable laws and regulations.**

您确认并同意，在法律法规允许的情况下，我们在提供服务时有权显示商业广告（包括广告链接）或其他类型的商业信息（包括但不限于在 Spacent 平台的任何位置或您上传的内容中显示广告）。

2.7.2. You acknowledge and agree that, we may send you promotion or relevant commercial information via email, e-message or other methods and will at the same time provide ways for you to unsubscribe.  
您确认并同意，我们可通过电子邮件、电子信息或其他方式向您发送推广或相关的商业信息，并同时向您提供退订的方式。

### 3. AMENDMENT

#### 修订

We may amend or modify the Terms at any time by posting updated Terms on our website, sending you a copy via email, or otherwise communicating the amendment to you through the Platform. Your continued use of the Platform or Service after the date specified in such notice of change constitutes your consent to the revised Terms and changes to our Service as communicated to you. Spacent encourages You to frequently review the Terms to better protect your rights and interests, as well as to regularly check the information posted in Platform. If you do not agree to the revised Terms and changes thus occurred, you may close your Account.

我们可以随时通过在我们的网站上发布更新的本条款、通过电子邮件向您发送副本或通过平台以其他方式向您传达修订内容的方式来修改或修订本条款。若您在此类变更通知中指定的日期后继续使用平台或服务，即表示您同意修订后的本条款以及向您传达的我们服务的变更。Spacent 鼓励您经常阅读本条款，并定期查阅平台中发布的信息，以更好地保护您的权益。如果您不同意修订后的本条款和修订导致的变更，您可以注销您的账户。

### 4. INTERRUPTION AND TERMINATION OF THE SERVICE

#### 服务的中断和终止

From time to time, the Service may be unavailable due to causes that are unforeseeable or beyond Spacent's control, including but not limited to acts of governmental authorities, hacker attacks, virus invasions (such as impact of COVID-19), or other circumstances affecting the normal operation of the public internet. In such cases, Spacent will notify You as soon as possible. You acknowledge and agree that Spacent will not be liable for any losses that arise out of any such circumstances and, unless otherwise stipulated, will not be obligated to refund all or any portion of charges you have paid.

由于不可预见或超出 Spacent 控制的原因，包括但不限于政府机构的行为、黑客攻击、病毒入侵（例如 COVID-19 的影响）或其他影响互联网正常运行的情况，您可能无法正常使用服务。若出现前述情况，Spacent 会尽快通知您。您确认并同意，Spacent 对任何前述情形导致的任何损失不承担责任，且除非另有规定，否则 Spacent 没有义务退还您已支付的全部或任何费用。

### 5. DISCLAIMER; LIMITATION OF LIABILITY; INDEMNIFICATION

#### 免责声明；责任限制；赔偿

##### 5.1. Disclaimer

##### 免责声明

We are not responsible to you or any third party for provision, or for the condition or nature, of any space. Spacent disclaims all responsibility for and liability resulting from the negligence, intentional misconduct, or criminal activity of all Users or third parties, or any injury or damage that occurs to you, third parties, or their respective property while accessing or using the Spaces.

对于任何空间的提供、条件或性质，我们不对您或任何第三方负责。对于用户或第三方的过失或故意的不当行为或犯罪活动，或在进出或使用空间时对您、第三方或其财产造成的伤害或损失，我们均不承担任何责任。

You understand and agree that we are not liable in any way for erroneous billing statements or incorrect charges, and that in the event of a billing error that is caused by us, our only responsibility is to correct it if and when we receive notice of the error.

您理解并同意，我们不对错误的帐单或不正确的收费承担任何责任。如果由于我们的原因造成帐单错误，我们仅有的责任是在收到错误通知后予以更正。

**THE PLATFORM AND THE SERVICE ARE PROVIDED TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY GUARANTEE OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED,**

**INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY FOR YOUR PARTICULAR USE, OR NONINFRINGEMENT.**

我们的平台和服务是以“按原样”和“按现有”的原则向您提供，不附带任何形式的明示或暗示的承诺或保证，包括但不限于适销性、适用于特定目的、适用于特定用途或不侵权的保证。

5.2. Limitation of Liability.  
责任限制

**Under no circumstances or any legal theory will Spacent or its agents, directors, shareholders, members, partners, managers, officers, employees, or affiliates be liable to any Space Operator, Guest, User or any other third party for any indirect, incidental, consequential, special, punitive, exemplary or other similar damages of any kind or character, even if Spacent has been advised of the possibility of damages. EXCEPT AS OTHERWISE PROVIDED HEREIN OR STIPULATED BY THE APPLICABLE LAWS AND/OR REGULATIONS, IN NO EVENT WILL WE BE HELD LIABLE HEREUNDER OR IN CONNECTION WITH THE TERMS OR SERVICE EXCEEDING THE TOTAL SERVICE FEES CHARGED TO YOU BY US FOR SPACENT SERVICE THREE (3) MONTHS PRIOR TO THE OCCURRENCE OF EVENT OF GIVING RISE TO THE LIABILITY.**

在任何情况下或任何法学理论下，Spacent 及其代理、董事、股东、成员、合伙人、经理、高级职员、员工或分支机构均不对任何间接的、附带的、偶然的、特殊的、惩罚性的、惩戒性的、或其他形式的类似损失负责，即使 Spacent 已被告知有造成相关损失的可能。除非本条款另有规定，或法律和/或法规另行规定，在任何情况下，我们在本条款下或与本条款或服务相关责任不超出责任事件发生前三（3）个月内已经向您收取的全部服务费用。

5.3. Indemnification.  
赔偿

You will indemnify, defend, pay, and hold harmless Spacent and its agents, directors, shareholders, members, partners, managers, officers, employees, or affiliates harmless from and against all third-party claims, liabilities, losses, damages, and related expenses (including reasonable legal expenses) arising from or related to (a) use of the Spaces; (b) Content you provide through the Platform; (c) your failure to comply with applicable laws; (d) your breach of any of your representations, warranties, or obligations under the Terms and other agreements; and (e) any bodily injury (including death) or damage to tangible or real property to the extent caused by you or any of your Attendees or invitees.

您承诺对 Spacent 及其代理、董事、股东、成员、合伙人、经理、高级职员、员工或分支机构进行赔偿、为其辩护，以保证其免受产生于或同如下情形相关的损害、第三方索赔、责任、损失以及相关支出（包括合理的律师费）：（a）空间使用；（b）您通过平台提供的内容；（c）您未遵守适用法律；（d）您违反本条款和其他协议下的任何声明、保证或义务；（e）由您或您的任何访客或受邀者造成的任何人身伤害（包括死亡）、对动产或不动产的损害。

6. **TERM; TERMINATION**  
**期限和终止**

6.1. Term.  
期限

The Terms shall be effective for a 30-day term, at the end of which it will automatically and continuously renew for subsequent 30-day terms until such time when you or Spacent terminate the Terms in accordance with the following provisions.

本条款的有效期为 30 日。到期后本条款将自动延期并继续有效，直至您或 Spacent 根据以下约定终止本条款。

6.2. Termination.  
终止

**6.2.1. Without limiting our rights specified below, Spacent may terminate the Terms for convenience at any time by giving you thirty (30) days' notice via email to your registered email address.**



Spacent 可以随时通过提前三十(30)日向您的注册邮箱发送电子邮件通知来终止本条款,且下文约定的 Spacent 权利不因前述约定而受限。

6.2.2. Spacent may immediately, without notice, terminate the Terms and/or stop providing access to the Platform if (a) you have materially breached your obligations under the Terms or other agreements concluded with Spacent (such as Spacent Privacy Policy), (b) you have violated applicable laws, regulations or third party rights, or (c) Spacent believes in good faith that such action is reasonably necessary to protect the personal safety or property of Spacent, its Users, or third parties.

若发生下列任一情形, Spacent 可不经通知立即终止本条款和/或禁止您使用平台: (a) 您严重违反您在本条款或与 Spacent 签署的其他协议(例如《Spacent 隐私政策》)项下的义务; (b) 您违反法律、法规或侵犯第三方权利, 或 (c) Spacent 善意认为有必要采取该等措施, 以保护 Spacent、其他用户或第三方的人身或财产安全。

### 6.3. Survival. 存续

Any obligation which expressly or by their nature should continue after termination, cancellation, or expiration of the Terms shall survive and remain in effect after such termination, cancellation or expiration.

在本条款终止、解除或届满后, 明示或依其性质应继续有效的任何义务应继续存续并继续有效。

## 7. MISCELLANEOUS 其他

### 7.1. Feedback. 反馈

We appreciate any ideas, suggestions, or feedback you voluntarily provide to help us improve the Platform or Service (“**Feedback**”). You hereby agree that we have the right to use, register, modify, monetize your Feedback for free. You grant us all title and interest in any Feedback you provide to us and, if necessary, agree to assist us in establishing our ownership. You acknowledge that you will not receive any compensation for providing us Feedback.

我们感谢您为帮助我们改进平台或服务而自愿提供的任何想法、建议或反馈 (“**反馈**”)。您在此同意, 我们有权免费使用、注册、修改和商业化您的反馈。对于您提供给我们的任何反馈, 您授予我们所有权和相关权益, 如有必要, 您同意协助我们确定我们对反馈的所有权。您接受您不会因向我们提供反馈而获得任何报酬。

### 7.2. Privacy; Support. 隐私; 支持

7.2.1. We respect your privacy. Our Privacy Policy describes our collection, use, storage, sharing and otherwise processing of personal information. **Please have a look at our Privacy Policy for further information.**

我们尊重您的隐私。我们的隐私政策描述了我们个人信息收集、使用、储存、分享和其他处理。**请查看我们的私隐政策以获得进一步信息。**

7.2.2. We provide you basic information to help you use the Platform and Service. While we may also provide email or phone support from time to time, we cannot guarantee that you will, where provided, receive a response within any specific time frame.

我们会为您提供基本信息, 以帮助您使用平台和服务。虽然我们可能不时提供电子邮件或电话支持, 但是我们不能保证您在任何特定的时间范围内都可以收到我们的回复。

### 7.3. Assignment. 转让

You may not assign the Terms, or any rights granted to you, including operation or management of your Account, without our prior written consent. Any attempt to do so without our prior consent will be void. We may assign the Terms upon notice to you as part of a sale or transfer of part or all of our business. Any permitted transfer will inure to the benefit of and bind any successors in interest.

未经 Spacent 事先书面同意，您不得转让本协议及本协议项下我们向您授予的任何权利，包括您对账户的运营和管理权利。未经我们事先同意而进行的任何该等转让均属无效。我们可在向您发出通知后，作为出售或转让我方部分或全部业务的一部分，转让本协议。任何获批准的转让将及于权益受让人，并对其具有约束力。

#### 7.4. Entire Agreement; Severability; Waiver.

完整性;可分割性;弃权

7.4.1. This Terms, together with any Supplemental Terms, any separate agreements, our Privacy Policy and any other policies referenced therein constitute the entire agreement between you and Spacent governing your use of the Platform or Service. This Terms supersedes all prior understandings or agreements between you and Spacent. As between Guests and Spacent, the Terms controls over any conflicting terms in any Supplemental Terms concluded between Guests and Space Operators.

本条款、任何补充条款、任何单独协议、我们的隐私政策以及其中提及的任何其他政策构成您和 Spacent 之间关于您使用平台或服务的完整协议。本条款取代您和 Spacent 之间先前达成的所有一致意见或协议。就客户和空间运营者之间而言，双方之间达成的任何补充条款与本条款存在冲突的，本条款优先适用。

7.4.2. The Terms is written in Chinese and English versions. In case understandings are different, it will subject to the understanding in Chinese finally.

本条款用中英文两种版本书写，如有歧义，以中文版为准。

7.4.3. If any provision of the Terms is held to be invalid or unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.

如果本条款中的任何条款被认定为无效或不可执行，该条款将被剔除，但并不会影响其余条款的有效性和可执行性。

7.4.4. Spacent's failure to enforce any right or provision of the Terms will not constitute a waiver of such right or provision unless acknowledged and agreed by Spacent in writing. The exercise by either party of any of its remedies under the Terms will be without prejudice to its other remedies under the Terms or otherwise permitted by law, except as set forth in the Terms.

除非经 Spacent 书面确认和同意，否则 Spacent 未能执行本条款的任何权利或规定将不构成对该等权利或规定的放弃。任何一方行使其在本条款项下的任何救济将不影响其行使本条款项下的或法律允许的其他救济。

#### 7.5. Governing Law; Arbitration.

准据法; 仲裁

7.5.1. The Terms and the relationship between you and Spacent shall be subject to the laws of the People's Republic of China (exclusive of laws in Hongkong, Taiwan and Macao) without regard to its conflict of law provisions.

本条款，以及您和 Spacent 之间的关系应适用中华人民共和国法律（不包括香港、台湾和澳门地区的法律），但不排除法律冲突法的适用。

7.5.2. Any dispute that raised out of or related to the Terms, including but not limited to carrying out the provisions of the Terms whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; claims that arose before the Terms or any prior agreement (including, but not limited to, claims related to interactions between Users); and claims that may arise after the termination of the Terms, if cannot be settled through negotiation, **shall be submitted to Shanghai International Economic and Trade Arbitration Commission (also known as Shanghai International Arbitration Center) for arbitration in English. The arbitration shall be held in Shanghai**, and the arbitral award shall be final and binding on both parties.

由本条款引发的或与本条款相关的任何争议，包括但不限于本条款的执行，无论是基于合同、侵权行为、法规、欺诈、虚假陈述还是任何其他法律理论、无论是本条款生效之前或任何先前协议产生的权利主张(包括但不限于与用户之间的相关的索赔)，还是本条款终止后可能产生的权利主张，如果不能通过协商解决，**应提交至上海国际经济贸易仲裁委员会(也称上海国际仲裁中心)以英语进行仲裁。仲裁地位于上海。**仲裁裁决是终局性的，对双方均具有约束力。

#### 7.6. No Joint Venture.

## 无合资关系

No joint venture, partnership, employment, or agency relationship exists between you and Spacent as a result of the Terms or your use of the Platform.

您与 Spacent 之间不会因本条款或您使用平台而构成任何合资、合伙、雇佣或代理关系。

## 7.7. Notice.

### 通知

You agree that Spacent may contact you by telephone, text messages or SMS (including by an automatic telephone dialing system), or via email address or physical address included in your Account, or through messaging on the Platform, or (for legal entity) to the address of your headquarter or registered business address, or (for individuals) to your residence, including for marketing purposes. You agree that any e-notice from us is considered received by you after such notice was sent to you and will have the same legal effect as if it were physically delivered to you. You may send any legal notices to us at [hello@spacent.com](mailto:hello@spacent.com).

您同意，Spacent 可基于营销等目的，以电话、短信或短讯（包括自动电话拨号系统），或通过您账号中的电子邮件地址或住址，或通过平台，或通过您的总部地址或注册地址（对于法人实体而言），或您的住所（对于自然人而言），与您联系。您同意，我们发出任何线上通知后，视为您收到了该等通知，并且其将具有与实际向您送达相同的法律效力。您可以通过 [hello@spacent.com](mailto:hello@spacent.com) 向我们发送任何法律通知。