

SPATIAL SENSE LLC

stockspatial.com

TERMS OF SERVICE

1. Agreement to Terms

By accessing or using StockSpatial.com ("the Platform"), operated by Spatial Sense LLC, you agree to be bound by these Terms of Service ("Terms"). If you do not agree to these Terms, you may not access or use the Platform. These Terms apply to all users, including Contributors, Buyers, and visitors.

2. Eligibility

You must be at least 18 years old and legally capable of forming a binding contract to use the Platform. By creating an account, you represent and warrant that you meet these requirements.

3. Account Registration

You must create an account to upload, purchase, or sell Content on the Platform. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to provide accurate, current, and complete information during registration and to keep your account information up to date. You must notify us immediately of any unauthorized access to your account.

4. Acceptable Use

You agree NOT to:

- Upload Content that you do not have the right to make available
- Upload Content that infringes any intellectual property rights
- Upload Content that is unlawful, harmful, threatening, or objectionable
- Use automated means (bots, scrapers, crawlers) to access the Platform without prior written consent
- Circumvent, disable, or interfere with any security features of the Platform
- Attempt to gain unauthorized access to any part of the Platform or its infrastructure

- Resell, redistribute, or commercially exploit access to the Platform itself
- Use Content obtained from the Platform for AI or machine learning model training
- Impersonate any person or entity or misrepresent your affiliation

5. Content and Intellectual Property

Contributors retain full copyright ownership of all Content they upload. By uploading Content, Contributors grant StockSpatial a license as described in the Contributor Agreement.

Buyers receive a license to use Content under the terms of the applicable license tier (Standard, Extended, or Enterprise) as described in the Content License Terms. Purchasing a license does not transfer copyright ownership.

We respect intellectual property rights. If you believe Content on the Platform infringes your copyright, please submit a DMCA takedown notice to info@spatialsense.info with the following information: identification of the copyrighted work, identification of the infringing material, your contact information, a statement of good faith belief, and a statement under penalty of perjury that you are authorized to act on behalf of the copyright owner.

6. License Tiers

Content is available under three license tiers:

- **Standard:** 12-month, single-project license for digital and online use. No broadcast or theatrical rights.
- **Extended:** Perpetual, multi-project license with broadcast and theatrical rights.
- **Enterprise:** Perpetual, unlimited license with sublicensing rights for studios and large-scale productions. Contact us for pricing.

All license tiers require project disclosure at the time of purchase. Full terms are described in the Content License Terms.

7. Purchases and Payments

All prices are listed in US Dollars (USD). Payments are processed securely through Stripe. StockSpatial does not store your payment card information.

All sales are final due to the digital nature of Content. Refund requests will be considered in the following circumstances:

- Technical defects that render the Content unusable

- Material misrepresentation of the Content in its listing
- Duplicate purchases of the same Content

Refund requests must be submitted within 30 days of purchase to info@spatialsense.info.

8. Contributor Payouts

Contributors earn 70% of Net Revenue on each license sold. Payouts are processed weekly via Stripe Connect with a \$50 minimum threshold. Contributors must complete identity verification through Stripe Connect to receive payouts. Contributors are solely responsible for all applicable taxes on their earnings. Details are provided in the Contributor Agreement.

9. Disclaimers

THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. WE DO NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE, OR THAT ANY DEFECTS WILL BE CORRECTED. WE MAKE NO WARRANTIES REGARDING THE QUALITY, ACCURACY, OR COMPLETENESS OF ANY CONTENT AVAILABLE ON THE PLATFORM.

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, STOCKSPATIAL AND SPATIAL SENSE LLC SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, OR GOODWILL. OUR TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED THE GREATER OF THE AMOUNTS PAID BY YOU TO STOCKSPATIAL IN THE TWELVE MONTHS PRECEDING THE CLAIM, OR ONE HUNDRED DOLLARS (\$100).

11. Indemnification

You agree to indemnify, defend, and hold harmless StockSpatial, Spatial Sense LLC, and their officers, directors, employees, and agents from any and all claims, damages, losses, and expenses arising from your use of the Platform, violation of these Terms, infringement of any third-party rights, or Content you upload.

12. Termination

We may suspend or terminate your account at any time if we determine, in our sole discretion, that you have violated these Terms or engaged in conduct that is harmful to the Platform or other users. You may close your account at any time by contacting us at info@spatialsense.info. Upon termination, your right to use the Platform ceases immediately. Any licenses you have purchased as a Buyer survive account termination.

13. Governing Law and Disputes

These Terms are governed by the laws of the State of California, United States, without regard to conflict of law principles. Any disputes arising under these Terms shall be resolved through binding arbitration administered by JAMS under its Streamlined Arbitration Rules. You agree to resolve disputes on an individual basis and waive any right to participate in a class action lawsuit or class-wide arbitration.

14. Modifications

We reserve the right to modify these Terms at any time. Material changes will be communicated via email or through a notice on the Platform at least 30 days before taking effect. Your continued use of the Platform after the effective date constitutes acceptance of the modified Terms.

15. Contact

For questions about these Terms, please contact us at info@spatialsense.info.