

spotKEEP LLC's Term & Agreements

1. Overview of following Terms & Agreements. These are the terms and conditions which apply to the use of our website spotkeep.com (hereafter “**Website**”) and the use of spotKEEP LLC’s Application spotkeep.app (hereafter “**Web-Based App**”), and any other additional use you make of the services/products on these platforms.

2. HOW TO REACH US AND MORE ABOUT US

2.1. Who/What is spotKEEP LLC. We are spotKEEP LLC. A mobile/desktop web-based application. We are consumer-to-consumer based and allow users to rent out their own parking spot to other users who need parking.

2.2. How we can be contacted. We can be reached currently by email at support@spotKEEP.app. We can also be reached by filling out the contact form on our website.

3. OUR USERS, GUESTS, MEMBERS, AND SERVICES (LEGAL RELATIONS)

3.1 Use of Web-Based Application and Website. While on our Website and or our Web-Based Application, you must comply with the terms and agreements.

3.2. Privacy Policy. Our privacy policy for both the Website and Web-Based Application can be found on our Web-Based Application [HERE](#).

3.3. Our Web-Based Application (Services). Our web-based application will allow users to promote their parking spots for either hours or days at a time. Guests on our application will then be able to reserve these parking spots for as long as they would like (if available).

3.4. Guests. The users of our Web-Based Application who reserve a parking spot are referred to as Guests. The Guest can browse different parking spots and choose whichever suits their preferences best. You, as the Guest, are responsible for your safety when renting from a Host (see section 3.5). This includes being cautious while on the Host’s property so as to not slip or fall. Any damages to your vehicle will be your responsibility as you do not relinquish possession of your vehicle during the transaction (do not hand keys over to the Host).

3.5. Host. The individual person who rents out/promotes their available parking spot is referred to as a “Host.” Hosts are not allowed to advertise parking spots that they do not have permission to rent out (i.e. business parking spots, parking spot that would be against an individual’s lease, and or public spots, such as on the street). As a Host, you understand the upkeep of your driveway/parking spot is your responsibility. Any damages to the Guest as a result of the lack of upkeep of your parking spot is your responsibility. This includes responsibility for the costs of such damages/injury.

4. OUR WEB-BASED APPLICATION (SERVICE)

4.1. Arrangement (Provision) of our Web-Based Mobile Application and Website. Our service(s) follow the terms and conditions listed here. The terms will/can be changed periodically in order to stay up to date with our business and the industry.

4.2. Where our services are available. Our Web-Based Application(services) will be strictly available through an internet browser (web-based). These terms will be updated when/if our application is made available elsewhere.

4.3. Deletion and / or Suspension from Our Web-Based Application. We have full authority to remove any accounts that do not comply with our Terms & Agreements. This includes both Hosts and Guests.

4.4. Parking Spots We strive to ensure that the parking spots listed on our Web-Based Application are safe and easily accessible. However, we do not guarantee this. We encourage Hosts to give great detail about their parking spot(s) such as: width, length, steepness, covered, uncovered, etc. We are not responsible for the upkeep of said parking spots.

4.5. Parking Spot Availability & Reservation. The parking spots listed on our application can be reserved during the chosen available time period. However, it is the Host's responsibility to ensure the parking spot is actually available during that specified time. We do not ensure that your spot will be available during the time chosen and by agreeing to these terms you comply with that understanding.

5. spotKEEP LLC Accounts

5.1. Guest Registration. If you use our Web-Based Application to rent a parking spot (Guest), you need to register on our application prior to parking in order to do so or at the time of purchase. If you register as a Guest, we require various information that includes:

- first Name;
- last Name;
- mobile number;
- valid email address;
- driver's license; and
- vehicle information (make/model/year/color/license plate number).

It is possible that we ask for more information in the future.

5.2. Host Registration. If you use our Web-Based Application to promote a parking spot in order for others to rent, you will need to register as a Host prior to doing so. Registering as a host requires that you provide the following information/materials:

- first Name;
- last Name
- mobile number;
- valid email address;
- the address(es) of each available spot you wish to list;
- driver's license; and
- payment information such as and not limited to credit card/debit card/ E-money services

It is possible that we ask for more information in the future and or proof of rentability (proof that the parking spot you are promoting is in fact yours and or you have permission to promote it).

5.3. Account Security and Login Credentials. Once entering our Web-Based Application you will be prompted to create an account. This account requires both an email and a password. It is important that you do not share this password with any other individual person(s). Do not share your login information with any individual. If your account is accessed by an outside individual (who should not have access to your account) we are not responsible for these actions. Resetting your password must be done once you notice suspicious activities (such as the presence of a third party) on your account. We have the authority to suspend/remove any account from our Web-Based Application and our Website. This includes accounts that have been accessed by unauthorized users.

5.4. spotKEEP LLC Account Usage and Creation. By accepting spotKEEP LLC's Terms & Agreements, you will not:

- 5.4.1 set up an account with false information on our Web-Based Application and our Website in addition to any illegal activities;
- 5.4.2. use our Web-Based Application (online service) and or Website to deal with other users of (or not of) the Web-Based Application and or Website in any way which could be deemed to be harmful to our business (financially, reputationally, socially, or any other way) or reputation, or do anything which might adversely affect our relationship with a Host or Guest;
- 5.4.3 use our Web-Based Application or Website in a way that could damage our business (financially, reputationally, socially, or any other way) OR damage the other users on the Web-Based Application and Website;
- 5.4.4 use our Web-Based Application and Website for any other purpose than to rent a parking spot as a Host or reserve a parking spot as a Guest, and will not conduct any business with other users or outsiders to perform actions not intended on our platform; and
- 5.4.5 use our Web-Based Application and or Website to facilitate any fraudulent or other illegal activities.

5.5. Account Removal, Deletion, and Suspension. We have the authority to suspend or remove any account from both our website and our Web-Based Application and our Website. This includes all members of either the Web-Based Application and or our Website, including both Hosts and Guests. We can also unsuspend accounts that we approve after review if we believe no harm has been done. Once we remove an account, the user will no longer have access to our Services, Web-Based Application, and Website.

5.6. Account Information (Personal Information). Your information (the information inputted when you sign up) will be in line with our Privacy Policy. By agreeing to our terms, you agree to be contacted by spotKEEP LLC and or any representative of our business. We have the right to contact you by email (the one provided for us), through our social media, or by phone (both text and call).

5.7. False (Imprecise) Account Information. It is your responsibility to create an account with your correct information (this includes spelling). We are not responsible for any incorrect information you input while creating an account, or using our services. This is especially true regarding your contact information. If it is inaccurate, you will miss important notifications. Please edit your contact information carefully while within the Website and or Web-Based Application.

5.8. Email Notices. When placing an order either on our Website, we will send you a confirmation email with the details. Your order will also be saved under the “my orders” tab on our Website. We are not responsible if you cannot find our email due to it being deleted or in a miscellaneous mailbox (i.e. spam).

6. Transactions and Payments for Parking Spots

6.1. This Section Covers the Following. The following pertains to those who use our Web-Based Application and or Website and or website as a Guest. The Guest is the individual who reserves and pays for a parking spot ahead of time. This is not referring to the Host. This section applies to Hosts who use the Guest side of the web-based application as well.

6.2. Parking with spotKEEP LLC. In order to reserve an available parking spot, you must have a Guest account created prior to reserving a parking spot. By reserving a parking spot, you agree to our terms and agreements. This includes the responsibility of not damaging the Host’s property in any way either intentionally or not.

6.3. How Parking Reservations Work. Once you reserve a parking spot, you are in agreement with the Host according to the terms of your booking. This includes arrival and departure times. You cannot arrive early and you cannot stay past your booked time. By reserving a spot, you agree to these terms. This is an agreement between the Host and the Guest (not spotKEEP LLC for we only provide the platform and are not responsible for issues with your listings).

6.4. Payments. We will utilize Stripe within our Web-Based Application and WIX payments for our Website. This includes all reservations made between the Guest and the Host. There will be a reservation fee that is included that will be charged to the Guest. This is the “reservation fee” which is collected as a result of you using our service(s). We will send receipts via email and other formats which you will be informed of.

6.5. Cancellation Policy & Refund Policy. If you need to cancel a booking, you can do so from within our Web-Based Mobile Application under the “Reservations” page or by contacting us through our Contact page (on our Website). Users are eligible for refunds under very certain circumstances (cancellation of reservation within 15 minutes of payment and contact us within this 15-minute period) and the refund (along with the amount) will be reviewed by our team. If we believe you are entitled to a refund, we will approve your request. If we do not believe a refund is necessary, we will not issue it. It is important to be sure you are reserving the correct parking spot for the correct length of time.

6.6. Cancellations from the Host or spotKEEP LLC. If spotKEEP LLC or the Host wants to cancel the booking, they may do so. The Host can delete a listing at any time under the “Bookings” tab on our Web-Based Mobile Application if the parking spot becomes unavailable. Please refer to “Refunds” to understand who is (or is not) refunded in these circumstances. The Guest can cancel a reservation at any time, but is only eligible for a refund if the request for a refund is done within 15 minutes of the initial payment.

6.7. Refunds. Refunds for bookings canceled will be processed back to the same payment method used for the original booking. In the event that the account associated with the original payment has

been closed, we will require documentation of the closed account in order to process a refund to an alternative account. Refunds are only available for the Guest if the reservation is canceled 15 minutes after payment (and a refund request is made within this 15-minute period after initial payment). This refund is not guaranteed and the time limit is subject to change. You will not be refunded the “reservation fee.”

7. PARKING WITH A PRIVATE HOST (Homeowner, Renter)

7.1. This Section Covers the Following. This section applies to individuals who use our Web-Based Application to reserve parking spots from Private spot Owners or Renters (Residential Hosts), if allowed, or Guests (if they chose to create a Guest account first).

7.2. In the Case of Problems with Your Short-Term (Hourly) Parking Spot. If you use our Web-Based Application to reserve a parking spot from a Host, you are responsible to ensure the parking spot matches the description given by the Host. This includes the location and image of the parking spot(s). If the spot does not align with information on our Web-Based Application, you must report the account and or message us separately outlining the issue. This must be completed within 24 hours of your initial reservation time. We will try our best to resolve the issue and there are no guarantees of resolution or receiving a refund (money back). The Host may face consequences such as suspension, deletion of an account, etc.

7.3. In the Case of Problems with Your Long-Term (Daily, Weekly, Monthly, Yearly) Parking Spot. You should contact us via our email (support@spotKEEP.app) or by filling out a contact form on our [Website](#) as soon as possible, providing a description of the issue. Provided you contact us within 24 hours of the time when the parking session is due to start, we will provide you with a suitable alternative or a possible refund of the amount that was taken from your account. The Host is responsible for the refund if they are at fault.

7.4. Reservation Renewals and Use of spotKEEP LLC for Reservations. If you reserve a parking spot through our Web-Based Application you will deal with the Host directly (within our Web-Based Application). This means that in order to renew your reservation, you must do so directly through our Web-Based Application (by reserving the parking spot again). If you reserve a parking spot from a Host without using our application. We have the right to suspend and or delete your account. We will charge your account the amount owed as a result of you reserving a parking spot outside of our Web-Based Application.

8. PARKING WITH A COMMERCIAL HOST (businesses, cities, public lots, venues)

8.1. This Section Covers the Following. This section applies to individuals (Guests) that use our Web-Based Application in order to reserve a parking spot from a commercial spot owner. The commercial spot owners within our Web-Based Mobile Application are Hosts who have the authority to rent parking spots within or on business property. This includes parking spots and or parking lots.

8.2. Problem with Commercial Host (spot owner). If you have any problems with the parking spot you have paid for, or if you become aware of any issues with the parking spot (i.e. it does not match the description on the Web-Based Mobile Application), please contact us as soon as possible via our email and or contact form on our Website. We will provide you with a suitable alternative parking spot if possible. There are no guarantees on our end pertaining to finding a suitable and alternative parking spot.

8.3. Availability of Parking Spots. SpotKEEP LLC does not guarantee the availability of parking spots at all times. If no parking spot is available when you have paid to park, spotKEEP LLC will not (and cannot) be held liable, and will only provide options for a suitable alternative parking spot (if possible) and a refund if it is both possible and appropriate. Please refer to our cancellation and refund sections above to learn more about these possibilities.

9. PROMOTING, LISTING, AND PUBLISHING PARKING SPOTS

9.1. This Section Covers the Following. This section only applies to you if you advertise a parking spot using the Web-Based Application (Services). If you use the Web-Based Application to pay to park (Guest) and also to advertise a parking spot (Host) that you own, the terms in this section apply to you in your role as a Host (or Guests who are now listing parking spots as Hosts).

9.2. Your Agreement with spotKEEP LLC. After you have registered with us and created a valid account, you may use our Web-Based Mobile Application to list your parking spot on our Web-Based Application. By completing the account creation form, you are making an agreement to enter into a Contract with us on the basis of these terms. If we accept your account creation, to list a parking spot, the Contract between you and us will be formed on the basis of these terms.

9.3. Once Your Spot is Listed. By completing the listing process and authorizing us to do so, you are allowing us to promote your spot on our Web-Based Mobile Application and or Website. When we receive a booking request from a Guest, we will automatically accept it based on your specified availability if it is available. Upon our acceptance of the Guest's request, a parking agreement between you and the Guest (or you and the Host) will be formed.

9.4. Promoting and Listing a Parking Spot on spotKEEP LLC. By listing a parking spot on spotKEEP LLC, you authorize us to do each of the following:

- **9.4.1** Advertise your parking spot on Web-Based Application and or Website, and provide information to drivers who may wish to use it,
- **9.4.2** Collect, accept and hold payments for parking from Guests or Hosts.
- **9.4.3** Transfer the payments we receive from Guests to you after deducting our commission. We will send you earnings within 5-7 business days of your reservation (if not within the first 4 days).
- **9.4.4** Make any refunds due to Guests acting against these terms (damages, fraudulent activity, etc.), and collect payment from you for such refunds for similar actions.
- **9.4.5** Process all transactions using your account and the payment details you provide to us, without needing to check that you have authorized such transactions.

- **9.4.6** Issue invoices and receipts in electronic format by email or other methods (once this is incorporated into our Web-Based Application).
- **9.4.7** Cancel any upcoming short-term bookings in order to accept a long-term booking at our discretion.
- **9.4.8** Refer to you or your parking spot in the future to publicize ourselves or our Website/app.
- **9.4.9** Send promotional materials to Guests (and Hosts) and provide such information about your parking spot as we deem appropriate.

If you breach these terms or the terms of the parking contract, we may withhold payments we have received from Guests in order to compensate for the breach or defect.

9.5. Required Listing Information. As a Host, you are required to complete your own listing for the spotKEEP LLC platform, which includes providing all relevant information about your parking spot.

- **9.5.1** This information must include the address of the parking spot, any restrictions on vehicle types that can park there, and other details that a driver should be aware of before booking the spot.
- **9.5.2** You must also provide your contact information, including your name, address, email, and mobile number.
- **9.5.3** You must also agree to provide any other requested information or clarifications relating to you or the parking spot that spotKEEP LLC may reasonably request at any time.

9.6. Your Spot Listing and Your Responsibilities – Private Host (spot owner or renter). If you use our Web-Based Application and or Website to promote your parking spot as a privately owned (or rented if allowed) spot, it is your responsibility to input the correct information about your parking spot. This includes the availability, size, times/days it is available, and any other information the Guest may need prior to reserving your spot. You need to ensure that the times/days you select to promote your spot are accurate. This means your spot will be available during the time you chose. If it is not, and if any of the information is not accurate, we have the right to suspend and or delete your account.

9.7. Your Spot Listing and Your Responsibilities – Commercial spot Owner. If you use our Web-Based Application and or Website to promote your parking spot as a Commercial spot Owner, it is your responsibility to input the correct information about your parking spot. This includes the availability, size, times/days it is available, and any other information the Guest may need prior to reserving your spot. You need to ensure that the times/days you select to promote your spot are accurate. This means your spot will be available during the time you chose. If it is not, and if any of the information is not accurate, we have the right to suspend and or delete your account.

9.8 Edit Your Listings. If you use our Web-Based Application as Host (or Guest turned Host), you can edit your parking spot listing within the Host hub. This includes changing the address, times

available, and or days your spot is available/details about the parking spot, etc. These changes cannot (not allowed) be made if this spot is currently reserved by a Guest. Your changes will take effect once they are reviewed by our team and you have no further rentals with the previous details about your spot.

9.9. Removal/Cancellation of Your Listing(s). If your parking spot is no longer available or you wish to remove your listing from our Web-Based Application, you can do so within the “Host Hub” section of our Web-Based Application. The “Host Hub” is where you can edit and or delete your listing(s). Once you delete a parking spot, it cannot be undone. However, you can upload the spot again with the correct information.

9.10. Cancellation of Your Bookings. If you cancel a booking (or delete a parking listing) for your parking spot after it has been processed, the funds received from the reservation will be removed from your account and reimbursed to the Guest. You will be required to refund the Guest in full. This includes the reservation fee. Please refer to the Q & A page on our Web-Based Application for any more questions or concerns.

9.11. Specific Restrictions as a Private Host (Private Spot Owner). If you are a Private Host (Residential owner or renter, if allowed) using our Web-Based Application or our Website:

- **9.12.1.** you consent to using our Web-Based Application in order to promote your parking spot and the times it is available;
- **9.12.2.** you agree to allow Guests on our Web-Based Application and or Website to:
 - reserve your promoted spot on our Web-Based Application; or
 - express interest of reserving your parking spot(s) (whether or not the individual reserved your spot or did not reserve your spot); and or
 - to be made aware of your parking spot(s) within our Web-Based Application or Website; and ;
- **9.12.3.** to reserve and or park at your parking spot(s), we have the right to charge you the amount owed if you choose to rent the parking spot apart from our Web-Based Application. This is binding from the time the spot is reserved until an indefinite amount of time afterward. We have the right to charge the Guest the amount owed to you as the Host if they use your parking spot without reserving through the Web-Based Application.

9.13. Tax Obligations as a spotKEEP LLC User. It is your responsibility as a Host and Guest to pay all taxes that apply to you in terms of using spotKEEP LLC, payments from our Web-Based Application and or Website, and any other related taxes that have any ties with spotKEEP LLC in any way, shape, or form, under the United States Law (service tax, income tax, company income tax, etc.).

10. PRICING, CHARGES, AND PAYMENTS

10.1. Price of Parking Spots The price of parking at any given spot is set by the Host, and they are free to change it at any time. Any changes in price will not affect bookings that have already been confirmed, unless the Host decides to raise the price during a current long-term booking and the Guest is made aware of this change and decides to continue his or her booking reservation. (NOTE:

The price advertised on the online service does not include our fee for providing the service). This is added to the total cost before payment is processed.

10.2. Additional Charges from spotKEEP LLC's Web-Based Application and or Website. The added charge for the use of our Web-Based Application is an amount equal to 15% of the total cost that is charged to the Guest. The added fee is known as the "reservation fee" and it will be added to your total (as a Guest) before your payment is processed. The Web-Based Application (Online Service) charge is used to cover the costs of making the Web-Based Application (Online Services) available and for spotKEEP LLC to prosper in its business ventures. The additional "reservation fee" charge is non-refundable.

11. ADDITION, SUBTRACTION, MODIFICATION TO (OF) THESE TERMS & WEB-BASED APPLICATION

11.1. Modifications to Our Terms & Agreements. We have the authority to change these terms periodically in order to keep up to date with our Web-Based Application and Website. You will not be notified of any updates. It is your responsibility to keep up with the latest Terms & Agreements at all times, which can be found within "settings" on our Web-Based Application.

11.2. Modifications to Our Web-Based Application and Website. The Web-Based Application and or Website will be updated periodically by our team. During this time the Web-Based Application and or Website will be offline and cannot be used. The reservations that were started beforehand will still take effect.

12. DAMAGES AND LOSSES SUFFERED BY YOU AND OUR RESPONSIBILITY

12.1. Instances (where) in Which Liability is Excluded. We are not liable for damages caused by the Host either to the Guest or their property. We are not liable for the damages caused by the Guest either to the Host or their property. Our Web-Based Application and Website will follow the following to the best of our ability. Our services will do the same:

- **12.1.1** we cannot guarantee that the information associated with a parking spot is accurate in terms of address or times available. We cannot guarantee a parking spot is available once it is reserved by a Guest. This includes all the different types of Hosts within our Web-Based Application and or Website (both private and public/commercial spots).
- **12.1.2** the parking spots on our Web-Based Application are owned and or operated by the Host. We do not own these spots. We are not responsible for any damages (property, personal, etc) and or injuries as a result of you using our Web-Based Application and or Website. This includes parking at a parking spot and or promoting a spot as a Host. The Host is responsible for their parking spot(s). This means all liability falls on the Host for any damages to the Guest and or their property.
- **12.1.3** we are not responsible for the parking spots listed on our Web-Based Application. We also do not own the parking spots on our Web-Based Application. The Host is responsible for their parking spot(s). This means all liability falls on the Host for any damages to the Guest and or their property.
- **12.1.4** For those using our Web-Based Application and or Website as a Host: we are not liable for any damages (both personal and property) as a result of the use of our Web-Based

Application and its services. This includes damages caused by the Guest. We are not liable for any damages and losses that are a result of the Guest. This includes legal damages such as being sued. The monetary losses will not be covered by spotKEEP LLC. This includes any and all interactions between the Host and the Guest.

- **12.1.5** Whether you access our Web-Based Application and or Website as a Guest, Host, or outside visitor, we are not responsible for: any issues with the Website and Web-Based Application (includes freezing, stalling, loss of information, etc).
- **12.1.6** Whether you access our Web-Based Application and/or Website as a Guest, Host, or outside visitor, we are not responsible for: any viruses, malware, or any related issue, which is a result of the use of our Website and or Web-Based Application. This includes damages and or losses as a result of the malware related issues. It does not matter how these viruses are acquired.
- **12.1.10** Though we will do our best to monitor our Web-Based Application and or our Website for fraud, we are not responsible for the fraudulent actions of users on our Website and will not be responsible for any financial damage sustained as a result to any Guest and Host.

12.2. Our Liability for Business Losses (Not Only Monetary). We are not liable for any economic/business losses incurred by you as the user, specifically in the use of our Web-Based Application and or Website for commercial and or public parking use. This includes public parking spots (i.e. parking garages). This also includes commercial spots (i.e. office building parking spots).

12.3. All Interaction (Communication) With Other Users of Our Web-Based Application. We are not responsible for the interactions between users that take place either within our Website and Web-Based Application or as a result of (or related to) our Website and Web-Based Application. By agreeing with our terms, you understand that these interactions are your responsibility.

13. THE USE OF YOUR ACCOUNT (PERSONAL) INFORMATION

13.1. Privacy Policy. Your personal information gathered on the Website and or Web-Based Application will follow our privacy policy.

14. OUR ABILITY (AND USERS) TO END OUR RELATIONS AND OR ENGAGEMENTS

14.1. Account Removal, Suspension, and Terms (Our Rights). We have the authority to suspend and or remove your account for any reason. If this occurs, the terms stated herein still apply. This includes any previous bookings that were reserved prior to account deletion. These reservations will remain until the period on the reservation comes to an end. You may be responsible for a refund to the Guest if they have rented your spot and your account is suspended/deleted during this time.

14.2. Account Removal, Suspension, and Terms (Your Rights) You have the authority to close your account for any given reason. If this occurs, the terms stated herein still apply. This includes any previous bookings that were reserved prior to account deletion. These reservations will remain until the period on the reservation comes to an end. You may be responsible for a refund to the Guest if they have rented your spot and your account is suspended/deleted during this time.

14.3. Closed Account & Bookings. Once your account is closed, you are not able to promote your parking spot any longer on our Web-Based Application and or Website. Your spot will be removed from our Web-Based Application and or Website and any previous bookings will be canceled. There will be a refund for the Guest issued by the previous Host.

15. MISCELLANEOUS IMPORTANT INFORMATION

15.1. Our Terms & Agreements can (may) be transferred to another owner/entity. It is possible that the agreements stated here will transfer ownership. This means that spotKEEP LLC was either sold to another organization or has ceased to exist. In this case, the terms still apply and your account (along with its information) will remain intact.

15.2. Our Consent is Required to Transfer Your Account (Rights) to Another Individual. Your rights (within these agreements) may not be transferred to another individual except in very extreme cases (death, sickness, and if you cannot properly perform the functions of either a Host and or Guest according to our Terms & Agreements).

15.3. Individuals Who Have Rights Under Our Terms & Agreements (contract). The Terms & Agreements stated here are a binding contract between you, as the user, and us (spotKEEP LLC) as the provider of the Web-Based Application and or Website (including all services related to both).

15.4. If Parts (Segments) of Our Terms & Agreements are Found to not Abide by the Law or Non-Binding, the Rest of it Still Applies in Full Effect. If any of the points in these Terms & Agreements are against the law in any way or non-binding in any way, it will be corrected to the best of our ability. Each point is its own separate piece of the contract. This means any point that is found to be non-binding will be corrected. The rest of the Terms & Agreements will remain unchanged.

15.5. Any and All rights (Within These Terms & Conditions) can be Enforced at Any Given Time. We have the right to enforce these Terms & Agreements at any period of time. It does not matter when the initial action takes place (i.e. we will be able to ask for a refund for an infinite amount of time after the transaction has taken place). Any of the points within the Terms & Agreements can be enforced at any time (regardless of the initial violation from you as the User).

15.6. What Laws Apply to our Users, This Contract, and Where You can Intervene from a Legal Standpoint. Our Terms & Agreements have been created within the United States of America. This means that any legal action must be carried out by the United States Legal system (includes United States Court). We are not liable for any use of our application outside of the United States at this current time.

16. ARBITRATION CLAUSE

16.1 Arbitration clause for spotKEEP LLC. Any and all issues or claims relating to or directly against spotKEEP LLC must be resolved by arbitration within the state of Oregon. The location can be different if both parties mutually agree upon it. If there is no mutual agreement, by default the arbitration must be carried out within the state of Oregon.