# Space App Connect®

# Subscription Policy: Terms and Conditions

#### 1. OVERVIEW

This Subscription Policy outlines the terms and conditions governing the use of subscription-based services offered by SpaceApp Holdings Inc ("SpaceApp" or SpaceApp.org) through its platform, SpaceApp Connect®.

#### 1.1. DEFINITIONS

Data Provider: The SpaceApp.org site

Data Offer: any information in relation to the services provided by SpaceApp.org

Data Product: any type and format of data provided and/or product available for Customers to order on the SpaceApp.org site.

Customer: a user of the SpaceApp.org site interested in the services and products.

Personal Data: any and all information concerning an identified or identifiable natural person.

Price: the sales price of a service and product provide on the SpaceApp.org site.

## 2. SUBSCRIPTION SERVICES

SpaceApp Connect® offers various subscription plans, each with distinct features and pricing. Subscribers are encouraged to review the available plans on the SpaceApp.org website or contact customer service for detailed information. Prices for Data Products and services are listed in US Dollars, plus taxes.

#### 3. SUBSCRIPTION ELIGIBILITY

To subscribe to SpaceApp Connect, users must meet the following eligibility criteria:

- 3.1. Be at least 18 years old or the legal age of majority in their jurisdiction.
- 3.2. Provide accurate and complete information during the subscription process.

#### 4. SUBSCRIPTION PROCESS

- 4.1. Registration:
- Users must create an account on the SpaceApp.org website to subscribe.
- During registration, users will be required to provide accurate personal and payment information.
- 4.2. Payment:
- Subscription fees are payable in advance according to the chosen plan.
- SpaceApp Holdings Inc reserves the right to update subscription fees with notice to subscribers.
- 4.3. Automatic Renewal:
- Subscriptions are set to auto-renew by default.
- Users can manage auto-renewal settings through their SpaceApp.org account.

### 5. CANCELLATION AND REFUNDS

#### 5.1. Cancellation:

- Subscribers may cancel their subscription at any time through their SpaceApp.org account.
- Cancellation will be effective at the end of the current billing cycle.

#### 5.2. Refunds:

- Refunds are generally not provided for partially used billing cycles.
- Users experiencing issues should contact customer service for assistance.

### 6. TERMINATION

- 6.1. Termination by User:
- Users can terminate their account and subscription at any time.
- Termination does not automatically trigger refunds.
- 6.2. Termination by SpaceApp:
- SpaceApp Holdings Inc reserves the right to terminate subscriptions for violation of terms or misuse of services.

#### 7. DATA SECURITY AND PRIVACY

- 7.1. Data Handling:
- SpaceApp Holdings adheres to strict data security measures to protect subscriber information.
- Details can be found in the SpaceApp Connect Privacy Policy.
- 7.2. User Consent:
- Subscribers consent to the collection, processing, and storage of their data as outlined in the Privacy Policy.

#### 8. CHANGES TO SUBSCRIPTION POLICY

SpaceApp reserves the right to update this Subscription Policy. Subscribers will be notified of significant changes, and continued use implies acceptance.

#### 9. CONTACT INFORMATION

For any inquiries regarding subscriptions or this policy, contact:

SpaceApp Holdings Inc 1606 Headway Cir STE 9537, Austin, TX 78754 Tel: +1 (512) 761-6360

Email: customer.service@spaceapp.org

#### 10. GOVERNING LAW

This Subscription Policy is governed by the laws of the state of Delaware.

# 11. DISPUTE, ARBITRATION

The Customer enjoys a warranty period of thirty days from the receipt of the order. During this period, the Customer can complain to SpaceApp.org for non-reception or non-compliance of the Data Product.

In case of dispute, arbitrator will be used to aim to provide a neutral and cost-effective means of resolving the dispute quickly between the Customer and the Data Provider. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. As a result, SpaceApp.org might decide to cancel the order, partly or fully refund the Customer.

#### 12. PAYMENT TERMS

Electronic payments will be made by the Customer exclusively by credit card or by any other means accepted by SpaceApp.org. The electronic payments will be made through a secure system which uses protocol SSL (Secure Socket Layer) so that the transmitted information is encrypted by a software and that no third party can take knowledge of the financial transaction.

#### 13. LIABILITY

SpaceApp Holdings Inc, in the process of online selling, is bound by an obligation of means and not results; its responsibility could not be committed for a damage resulting from the use of Internet network such as loss of data, intrusion, virus, service disruption, or other involuntary problems. SpaceApp.org cannot be responsible for a breach of Data Product delivery.

#### 14. INTELLECTUAL PROPERTY

All elements of the SpaceApp.org site is and remain the intellectual and exclusive property of SpaceApp Holdings Inc LLC. No one is allowed to reproduce, exploit, repeat, or use in any capacity whatsoever, even partially, elements of the site, software, visual or sound. Any reference to SpaceApp.org to external is strictly forbidden without an express written and prior agreement of SpaceApp.org.

#### 15. ARCHIVING-PROOF

SpaceApp.org archived purchase orders and invoices on a reliable and durable support constituting a copy faithful. The computerized registers of SpaceApp.org will be considered by the parties as proof of communications, orders, payments, and transactions occurred between the Customer and the Data Provider.

#### 16. APPLICABLE LAW

The English text of these general conditions will be only between parties. The text communicated to the Customer in a language other than English (on the website or by any other means) is transmitted as strictly commercial and informative.

The present contract is subject to the State of Delaware law. The parties agree that any disagreement or dispute relating to this agreement or arising out of its interpretation, or its application will be submitted to mediation, without prejudice to any possible measures. To this effect, the parties hereto agree to participate at a mediation meeting delegating a person with decision-making power.