

## **Terms of Use**

**Last updated June 17, 2016**

These Terms of Use (Agreement) explain the terms under which you agree to use the website located at <http://spoon.city/> (Site). By using the Site, you agree that you have read and understand this Agreement, and that you accept and agree to be bound by its terms. By accessing the site, viewing any content or using any services available on the site (as each is defined below) you are agreeing to be bound by these terms, which together with our Privacy policy, governs our relationship with you in relation to the site. Please read these terms carefully before using the services.

THE LEGAL AGREEMENTS SET OUT BELOW GOVERN YOUR USE OF THE spoon.CITY SERVICES ("SERVICES"). BY USING THE spoon.CITY SERVICES YOU AGREE TO THESE TERMS, AS SUCH MAY BE AMENDED FROM TIME TO TIME AT spoon.CITY'S ABSOLUTE DISCRETION. IF YOU DISAGREE WITH ANY PART OF THE TERMS THEN YOU MAY NOT ACCESS THE SERVICE.

### **Section 1. DEFINITIONS**

**Architectural Service** (" the Service", "the Task", "the Request") means a design project which can be completed by spoon.CITY's subscribers (including but not limited to 3D render, architectural presentation, tailor made solution,...)

**Business day** means a day that is not a Saturday, a Sunday, or a public holiday in Italy and is 24 hours long.

**You** means Customers

**Customer** means a user of the Site. They can sign up (a) or they can ask for an architectural service (b).

**Subscriber** means a Customer sign up.

**Match** means when spoon.CITY's team find the right professional among its Subscribers regarding a specific Task

**Delivery** means the completed design for an Architectural Service.

**Fee** means the Fee applicable to the type of Service. Pricing is subject to change.

**User Content** means information submitted by a Customer as part of an Architectural Service Request including (A) a detailed description of the Service and (B) electronic files, if any, required to complete the Request.

**User Profile** means information submitted by a Customer sign up.

**Site** means <http://spoon.CITY>

**Accepted Task** means a request submitted by a Customer that receives a positive response by spoon.CITY's team.

**Accepted Delivery** means, as applicable, either (i) when the Customer advises us in writing, or (ii) if it is not declined by the Customer within 72 hours after notification of the Delivery.

## 1. How Our Services Work

spoon.CITY is an online platform that matches offer and demand of architects.

The spoon.CITY services works as follows:

- i). Customer (b) send us a request of Architectural Service.
- ii). Customer receives a response by spoon.CITY's team, if it is positive the Task means Accepted
- iii) spoon.CITY delivers Task
- iv) Customer Accepts Task Delivery

**spoon.CITY reserves the right to reject a Task at any time.**

## Section 2. TASK

(A) **Required Information.** Each Task should consist of (A) a detailed description of the Task and (B) electronic files, if any, required to complete the Task (together, **User Content**).

(B) **Representation Regarding Right to Submit.** By submitting a Task to spoon.CITY, a Customer represents that Customer owns the User Content or otherwise has the right to submit User Content to

us, and Customer's use of the User Content does not violate any third party intellectual property or other rights.

(C) **Ownership of User Content.** Customer maintains the ownership rights in any User Content that such Customer submits to the Site.

(D) **Grant of Limited Rights to spoon.CITY.** By submitting a Task to spoon.CITY, the Customer gives us the rights to User Content solely to the extent necessary to complete the Task. Any other relation and agreement between Customers and Subscribers is not granted by spoon.CITY.

(E) **Grant of Limited Rights to Us.** Each Customer authorizes us to retain archival copies of all User Content that such Customer has submitted and to use such User Content in connection with the Site and our business, including for promoting the Site in any media format and through any media channel. Any other relation and agreement between Customers and Subscribers is not granted by spoon.CITY.

**The final cost of the Task** comes from a discussion between Customers (a) and Customer (b). Customers are obliged to inform spoon.CITY about what stipulated in the professional fee agreement. spoon.CITY's fee is a percentage on the Task fee, the percentage is prone to change depending on the Service.

### **Section 3. MATCH AND DELIVERY**

**Delivery to Customer; Turnaround Time.** When a Task is requested, spoon.CITY will deliver that task within the number of business day or days as specified on the Customer's current plan. Each Revision request will operate under the same process. When a Task is requested and accepted by spoon.CITY, Customer undertakes to uphold the Task till the Delivery. Otherwise, if the Customer wants to pull out, he is obliged to pay a fee for the Task/Service requested.

**Delivery to Customer; Acceptance.** When a Match is complete, the Customer who submitted the Request will receive an email from us with the chosen profiles. A Match is considered "accepted" by the Customer (i) when the Customer advises us in writing, or (ii) if it is not declined by the Customer within 72 hours after notification of the Delivery.

**Misstep: If a Customer is Not Satisfied with the Delivery of if the request doesn't not reach the end, Customer cannot accuse spoon.CITY**

If a Customer may decline the Match, the Request will be returned to spoon.CITY for Revision. spoon.CITY will attempt to make a new Match that fit Customer's reasonable expectations. A revised

Match that is not declined by Customer within 72 hours after being resubmitted will be considered accepted by the Customer.

(A) If spoon.CITY determines that either (1) Customer's demands are not reasonable given the original Task specification, (2) Customer is being actively malicious, or (3) Customer has not provided enough guidance, direction, or instruction to spoon.CITY resulting in the need for multiple edits, the Customer will be deemed to have accepted the Match.

#### **In the case that the Section 4. OUR RIGHTS**

(i) **Our Intellectual Property.** We retain all rights to intellectual property underlying the Site.

(ii) **User Content Review.** We reserve the right to review any User Content, and to investigate any disputes related to the Site.

(iii) **Backup; No Liability.** Maintaining a safe and secure Customers is a top priority for us and we intend to back up and safeguard User Content posted to our Site using reasonable commercial efforts. However, we do not guarantee that there will not be loss of any User Content, and we will not be liable in the event of such loss of User Content.

(iv) **Discretionary Right to Suspend or Terminate Account.** We reserve the right to suspend or terminate the account of any Customer at any time for failure, or perceived failure, to comply with this Agreement, or for any other reason in our sole discretion.

(v) **Right to Assume Our Defense.** If you are required to indemnify us from any claim or loss, we reserve the right, at your expense, to assume the exclusive defense and control of such matter. We will use reasonable efforts to notify you of any such indemnifiable claim or loss upon becoming aware of it.

(vi) **Disclaimer.** Except where prohibited by Italian law, the Site is provided as-is and as available and we expressly disclaim any warranties and conditions of any kind, whether express or implied, including the warranties or conditions of merchantability, fitness for a particular purpose, title, quiet enjoyment, accuracy, or non-infringement. We make no warranty that the Site (A) will meet your requirements; (B) will be available on an uninterrupted, timely, secure, or error-free basis; or (C) will be accurate, reliable, free of viruses or other harmful code, complete, legal, or safe; (C) reserves the right to amend, suspend or discontinue the availability of the Site and/or any Service and/or remove any Content at any time at its sole discretion and without prior notice.

(vii) **Limitation of Liability.** Our liability to you will be limited as set forth in Section 4(d) of this Agreement.

### **Section 5. Unlimited And Fair Use Policy**

The term “unlimited” is subject to a Fair Use clause. The definition of Fair Use is determined by spoon.CITY’s team, at its sole and exclusive discretion. Customers deemed to be abusing the spoon.CITY service will be contacted by the spoon.CITY’s team. spoon.CITY’s team retains the sole and absolute discretion to suspend service to you if we deem necessary.

### **Section 6. Termination & Cancellation**

Cancellation can occur at anytime. You are never required to stay with us – in fact, we’d prefer you have the option to leave if you are unhappy with our service and give us feedback on how we can serve you better.

spoon.CITY may terminate or suspend any and all Services and/or your spoon.CITY account immediately, without prior notice or liability, for any reason whatsoever, or for no reason, including without limitation if you breach the Terms. Upon termination of your account, your right to use the Services will immediately cease. If you wish to terminate your spoon.CITY account, you must Contact us with your termination request. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

You can contact us through the contact page or email our support team to issue a termination request.

### **Section 7. Copyright Infringement**

Posting User Content that violates any copyright or other intellectual property rights is in express violation of this Agreement. If you believe your copyrighted work was submitted by a Customer to us without authorization, you may submit a DCMA takedown notice to us at [hello@spoon.city](mailto:hello@spoon.city). Only the copyright owner, or an agent authorized to act on the owner’s behalf, may submit such a notice.

### **Section 8. Limitation of Liability**

In no event will we be liable to you or any third party for any lost profit or any damages arising from or relating to this Agreement. Your use of the Site are at your own discretion and risk. Our liability to you for any damages arising from or related to this Agreement, will at all times be limited to the amounts you have paid to us in the prior 12 months (if any). The existence of more than one claim will not enlarge this limit.

## **Section 9. Changes to the Terms and Conditions**

(i) We reserve the right to change, modify, add or remove any portion of these Terms and Conditions. We will post any changes on the Website and at the same time will send each Registered User and Subscriber an e-mail detailing such changes. Changes will be effective on the date that they are posted on the Website. Please check the Website from time to time to see if any changes to the Terms and Conditions have been made.

(ii) If you do not agree with the changes, you may terminate your membership as a Subscriber and discontinue using the Website and/or Services. Your use or continued use of the Website and/or Services after any changes to the Terms and Conditions are posted on the Website and/or e-mailed to you will indicate your agreement to such changes.