

3rdspacelife — Terms of Use & Privacy Policy

App name: 3rdspacelife ("App" or "Service")

Operator: 3rdspacelife

Address: United States

Contact: logistics3rdspacelife@gmail.com

Effective date: 2025-08-19

3rdspacelife — Terms of Use & Privacy Policy

> **Plain English note:** This is a practical, developer-friendly draft designed for Google Play submission. Replace bracketed fields with your details and have a licensed attorney review for your jurisdiction.

App name: 3rdspacelife ("App" or "Service") **Legal entity:** 3rdspacelife ("we," "us," or "our") **Address:** United States **Contact:** logistics3rdspacelife@gmail.com **Effective date:** 2025-08-19

TERMS OF USE

1) Acceptance of Terms

By creating an account, installing, or using the App, you agree to these Terms of Use ("Terms") and our Privacy Policy. If you do not agree, do not use the Service. If you use the Service on behalf of an organization, you represent that you have authority to bind that organization to these Terms.

2) Eligibility

You must be at least 13 years old (or the minimum age of digital consent in your country) to use the Service. If you are under 18, you represent that you have parental/guardian permission. You may not use the Service if you are barred by applicable law, or if we have previously terminated your account for policy violations.

3) Key Definitions

"Virtual Spaces" means any digital area on the Service where users interact or post content (e.g., rooms, groups, channels, maps, events pages, comment threads, chats, audio/video spaces).

"User Content" means any text, images, audio, video, links, locations, or other material you post, upload, transmit, or otherwise make available on or through the Service.

4) User Conduct & Community Standards

You agree not to:

Harass, threaten, dox, impersonate, or otherwise harm others.

Post or share illegal content; incite violence; promote self-harm; or distribute sexually explicit, exploitative, or hateful content.

Infringe intellectual property or privacy rights.

Evade moderation, disable safety features, or attempt to access accounts or data without authorization.

Organize dangerous or unlawful activities, including events that violate local laws or venue rules.

We may remove or restrict content, features, or accounts that violate these Terms or applicable law, at our sole discretion.

5) ****Disclaimer for Virtual Spaces & Digital Media (Critical)**

YOU ALONE ARE RESPONSIBLE FOR YOUR CONDUCT AND YOUR USER CONTENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, 3RDSPACELIFE, ITS OWNERS, OFFICERS, EMPLOYEES, AND AFFILIATES ARE NOT RESPONSIBLE OR LIABLE FOR ANY MISUSE, ABUSE, IRRESPONSIBLE BEHAVIOR, OR HARM OCCURRING IN, ARISING FROM, OR RELATED TO VIRTUAL SPACES OR ANY DIGITAL MEDIA ON THE PLATFORM, WHETHER CREATED BY YOU OR OTHERS. WE DO NOT CONTROL, ENDORSE, OR ASSUME RESPONSIBILITY FOR USER CONTENT OR USER-LED ACTIVITIES, AND WE HAVE NO DUTY TO MONITOR VIRTUAL SPACES, THOUGH WE MAY DO SO AND MAY TAKE ENFORCEMENT ACTION AT OUR DISCRETION.

6) **Events, Meetups & In-Person Interactions**

The Service may allow users to post or coordinate events or meetups, including at third-party venues.

No organizer role: Unless expressly stated in writing, we are **not** the event organizer, host, employer, or agent of participants or venue operators.

Assumption of risk: Participation is **voluntary and at your own risk**. You are solely responsible for evaluating and complying with all laws, health/safety guidance, and venue requirements.

Third-party venues & releases: You agree that venue owners/operators are independent third parties. **We are not responsible for venue conditions, staff, safety, transportation, property damage, injury, or loss.**

Indemnity & release: To the fullest extent permitted by law, you **release and hold harmless** 3rdspacelife from **any claims** arising out of or related to such events/meetups, including those caused by the acts or omissions of other users or third parties, and you agree to **indemnify** us against related claims, damages, and costs (including reasonable attorneys' fees).

7) **License to Your Content**

You retain ownership of your User Content. You grant us a worldwide, non-exclusive, royalty-free license to host, store, reproduce, adapt, publish, display, and distribute your User Content **for the limited purpose of operating, improving, and promoting the Service**, including enabling features like feeds, profiles, search, recommendations, sharing, and backups. This license ends when you delete the Content from the Service, except for reasonable archival, backup, or compliance copies.

8) **Intellectual Property; Our Rights**

The Service, including the app, site, designs, logos, and software, is owned by us or our licensors and is protected by intellectual property laws. You may not copy, modify, distribute, reverse engineer, or create derivative works from the Service, except as permitted by law.

9) Purchases & Payments (Google Play)

The Android app currently offers no in-app purchases or subscriptions and does not use Google Play Billing. If we introduce paid features in the future, we will update these Terms and our Play Console disclosures before launch. Any purchases you make outside the Android app (e.g., on our website or via third parties) are governed by those platforms' terms and policies.

10) Safety Features; Reporting; Enforcement

We may provide tools to report content or users. Report urgent threats to local authorities first. We may take action we deem appropriate (including removal, suspension, or referral to law enforcement) but do not guarantee any particular response timeline or outcome.

11) Third-Party Services

The Service integrates third-party services including:

- Identity/authentication, hosting, realtime database, storage, and analytics via Firebase/Google.
- Geocoding/maps via Mapbox APIs (for reverse geocoding and map features).

We may link to other third-party services from time to time. We are not responsible for third-party services; their terms and privacy policies apply. The Android app currently does not integrate a payment processor or Google Play Billing.

12) Disclaimers

THE SERVICE IS PROVIDED **"AS IS" AND "AS AVAILABLE."** TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM **ALL WARRANTIES**, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OR THAT CONTENT WILL BE SAFE OR AVAILABLE.

13) Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, **WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES**, OR ANY LOSS OF DATA, PROFITS, GOODWILL, OR REPUTATION, ARISING FROM OR RELATING TO THE SERVICE OR THESE TERMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR TOTAL LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICE SHALL NOT EXCEED **THE GREATER OF (A) USD \$100 OR (B) THE AMOUNTS YOU PAID US (IF ANY) FOR THE SERVICE IN THE 12 MONTHS BEFORE THE CLAIM AROSE**. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS; IN THAT CASE, OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

14) Indemnification

You agree to **indemnify and hold harmless** 3rdspacelife and its affiliates from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or related to your **User Content**, your **use of the Service**, your **conduct in Virtual Spaces or at events**, or your **violation of these Terms or applicable law**.

15) Termination

You may stop using the Service at any time and may request account deletion per the Privacy Policy. We may suspend or terminate access at any time for any reason, including policy or legal violations. Some provisions survive termination (e.g., licenses to the extent necessary, disclaimers, limitations of liability, indemnities).

16) Governing Law; Dispute Resolution

These Terms are governed by the laws of **California, United States**, without regard to conflict of laws rules. **Arbitration (optional—consult counsel):** Any dispute arising from these Terms or the Service will be resolved by binding arbitration administered by **JAMS in Riverside, California**, on an individual basis. **Class action waiver:** You and we waive any right to participate in a class, consolidated, or representative action. **Opt out:** You may opt out of arbitration within 30 days of first acceptance by emailing **daniel@3rdspace.life** with your account email and a statement that you opt out.

17) Changes to Terms

We may update these Terms from time to time. Material changes will be posted in app or on our site with an updated Effective Date. Your continued use after the Effective Date constitutes acceptance.

18) Contact; DMCA Agent

For questions or rights requests: **logistics3rdspacelife@gmail.com** DMCA notices: Email: **daniel@3rdspace.life**

PRIVACY POLICY

1) Scope

This Privacy Policy explains how we collect, use, share, and protect information when you use the Service or otherwise interact with us. By using the Service, you agree to this Policy.

2) Information We Collect

Account & Profile: username, display name, bio, photo, preferences, and credentials via our auth provider.

Content: posts, images, videos, location tags, comments, messages, likes, reports, and related metadata.

Usage & Device: app version, device/OS, language, time zone, IP address, mobile or app instance identifiers (e.g., AAID/GAID or Firebase Instance ID), performance data, and in-app interactions.

Location: approximate or precise location if you grant permission (for maps, nearby spaces, or space presence features). You can disable this in device settings, though features may be limited.

Camera (optional): if you upload photos or choose to capture an image from the camera via `accept="image/*"`. The app does not record audio.

From Third Parties: identity/auth providers and hosting/analytics (Firebase/Google), and maps/geocoding (Mapbox APIs) you enable through features.

3) How We Use Information

- Provide, maintain, and improve the Service (including safety and moderation).
- Personalize content, spaces, and recommendations.
- Communicate with you (service messages, updates, safety notices; marketing if you opt in or as permitted by law).
- Provide social features including spaces, posts, likes, and messaging.
- Detect, prevent, and respond to abuse, fraud, and security incidents.
- Comply with legal obligations and enforce our Terms.
- Create deidentified or aggregated data for analytics and product improvement.

4) Sharing of Information

We share information:

- With service providers/"processors"** under contract (e.g., Firebase for auth/hosting/realtime database/storage/analytics; content moderation tools; email delivery; Mapbox for geocoding).
- With other users** when you post content or join Virtual Spaces (e.g., your profile, posts, and space presence as designed).
- For safety, legal, and compliance** with law enforcement requests or to protect rights, property, or safety.
- During business changes** (e.g., merger, acquisition, or asset sale).
- With your consent or at your direction.**

We **do not sell personal information**. If we engage in **cross-context behavioral advertising** or ad measurement, we will disclose this in our Data Safety section and offer legally required opt-outs.

5) Data Retention

We keep information for as long as needed to provide the Service, comply with legal obligations, resolve disputes, and enforce agreements. Retention periods vary by data type and legal requirements. We strive to delete or deidentify data when it is no longer needed.

6) Your Choices & Rights

- Controls:** app/device settings for notifications, location, and personalized recommendations.
- Access/Correction/Deletion:** request via daniel@3rdspace.life. We will verify your identity and respond per applicable law.
- Marketing:** opt out via in-app settings (if available) or the unsubscribe link in emails.
- Cookies/SDKs:** manage permissions and OS privacy settings for mobile identifiers.

California (CCPA/CPRA): Residents have rights to know/access, delete, correct, and opt out of sale/sharing or sensitive data uses, and to non-discrimination for exercising these rights. Submit requests to daniel@3rdspace.life. **EEA/UK (GDPR):** Legal bases may include contract performance, legitimate interests (e.g., safety, improvement), consent (e.g., precise location, marketing), and legal obligations. You may have rights to access, rectify, erase, restrict, object, and portability, and to lodge a complaint with your local authority. Where we transfer data outside the EEA/UK, we use appropriate safeguards (e.g., Standard Contractual Clauses).

7) Security

We use administrative, technical, and physical safeguards appropriate to the risk (e.g., encryption in transit, access controls, monitoring). No method of transmission or storage is 100% secure.

8) Children's Privacy

The Service is **not directed to children under 13**. We do not knowingly collect personal information from children under 13. If you believe a child has provided personal information, contact daniel@3rdspace.life so we can delete it. For minors 13–17, parental consent may be required per local law.

9) International Users

Your data may be processed in countries with different data protection laws than your own. Where required, we implement safeguards for international transfers.

10) Changes to this Policy

We may update this Policy. Material changes will be posted with an updated Effective Date. Your continued use after changes indicates acceptance.

11) Contact

Privacy inquiries: daniel@3rdspace.life Postal: 3rdspacelife, [Full Address]

GOOGLE PLAY DATA SAFETY SUMMARY (Developer-Facing Helper)

> Use this section to complete the Play Console "Data safety" form. Adjust to reflect your actual data flows.

Data collected:

- Personal info (name, email, profile details)
- Photos/Video (if uploaded)
- App activity (posts, likes, messaging interactions)
- App info & performance (diagnostics/analytics)
- Device or other IDs (AAID/GAID or Firebase Instance ID)
- Location (approximate or precise, if granted)
- Messages (DMs/space chats)

Data shared:

- With processors for hosting, analytics, auth, moderation, and maps/geocoding (Firebase/Google; Mapbox). No data is sold.

Security practices:

- Data encrypted in transit; account deletion supported; review least-privilege access; incident response process.

Deletion & account controls:

- Request deletion via email to daniel@3rdspace.life. Content may persist in backups for a limited time.

Optional integrations (toggle as applicable):

Storage & Analytics: Firebase / Google Analytics for Firebase

Payments: None in app (Android app does not use Google Play Billing)

Maps/Places: Mapbox APIs
