

Lucius Space, LLC Terms of Service

These Terms of Service govern your use of the website located at <https://www.lucius.space> and any related services or software provided by Lucius Space, LLC, including, where applicable, white-label software solutions.

By accessing <https://www.lucius.space> or using any of our services, you agree to abide by these Terms of Service and comply with all applicable laws and regulations. If you do not agree with these Terms of Service, you are prohibited from using or accessing this website or using any other services provided by Lucius Space, LLC.

We, Lucius Space, LLC, reserve the right to review and amend these Terms of Service at our sole discretion. Upon doing so, we will update this page. Any changes to these Terms of Service will take effect immediately from the date of publication.

These Terms of Service were last updated on Mar 11, 2025.

Definitions

For the purposes of these Terms of Service, the following terms shall have the meanings specified below:

1. **“Lucius Space, LLC”**: Refers to the company providing the software, services, and related products, including its subsidiaries, affiliates, and authorized representatives.
2. **“Website”**: Refers to the website located at <https://www.lucius.space> and any associated subdomains or related URLs.
3. **“Services”**: Refers to all software, tools, and resources provided by Lucius Space, LLC, including white-label software solutions, APIs, support services, and any other functionality or services related to the platform.
4. **“White-Label Software”**: Refers to the software and associated products or services provided by Lucius Space, LLC that may be rebranded and customized by the customer for their own use.
5. **“User”**: Refers to any individual or entity that accesses the Website or uses the Services, including customers, partners, or end users.
6. **“Agreement”**: Refers to the contractual relationship between Lucius Space, LLC and the user, as defined by these Terms of Service and any additional agreements or order forms entered into by the parties.
7. **“Confidential Information”**: Refers to any non-public, proprietary, or confidential information disclosed by either party during the course of using the Services, whether in writing, orally, or in any other form.

8. **“Intellectual Property”**: Refers to all copyrights, trademarks, patents, trade secrets, proprietary software, algorithms, and any other form of intellectual property created, developed, or used by Lucius Space, LLC.
9. **“Exclusivity Agreement”**: Refers to any separate agreement, in writing, between Lucius Space, LLC and a customer that grants exclusivity rights for a specific region, product, or service offering.
10. **“Force Majeure”**: Refers to any event or circumstance beyond the control of either party, including, but not limited to, natural disasters, government actions, or technical failures, that renders it impossible or impractical for the affected party to perform its obligations under these Terms of Service.

Limitations of Use

By using the website or any related services, the customer warrants, on behalf of themselves and other parties they represent, that they will not:

- Modify, copy, decompile, or reverse engineer any materials or software provided by Lucius Space, LLC;
- Remove any copyright or proprietary notations from any materials or software provided;
- Transfer the materials to another person or "mirror" the materials on any other server;
- Use the services in a manner that abuses or disrupts the company's networks or other services;
- Transmit or publish any harassing, indecent, obscene, fraudulent, or unlawful material through the services;
- Violate any applicable laws or regulations in connection with the use of the services;
- Use the services to send unauthorized advertising or spam;
- Harvest or collect user data without explicit consent; or
- Infringe the privacy, intellectual property, or other rights of third parties while using the services.

(White-Label Clarification)

Additionally, if the customer is using white-label software provided by Lucius Space, LLC, they agree to the following:

- The software remains the property of Lucius Space, LLC and is granted under a non-exclusive license for rebranding purposes only, unless otherwise agreed in a separate exclusivity agreement.
- Any customization beyond branding (e.g., feature modifications) must be authorized in writing and may incur additional fees.
- The customer is responsible for ensuring compliance with laws and regulations related to the rebranded product, including intellectual property and advertising laws.
- The customer is responsible for ensuring that the use of third-party content complies with applicable laws and agreements with third-party providers.

When you provide API keys for integration, Lucius Space, LLC will:

- Use the API keys solely for the intended purpose of facilitating access to third-party services on the customer's behalf.
- Refrain from storing, duplicating, or distributing API keys outside the scope of providing agreed-upon services.

Intellectual Property

The intellectual property in the materials contained on the website and any related software or services, including white-label solutions, is owned by or licensed to Lucius Space, LLC and is protected by applicable copyright and trademark law.

(White-Label Clarification)

All intellectual property rights in the white-label software, backend systems, and associated documentation remain the exclusive property of Lucius Space, LLC. By licensing the white-label software:

- The customer may rebrand the software for use under their own branding, as permitted by the terms of their agreement with Lucius Space, LLC.
- The customer may not claim ownership of the software or any underlying technologies.
- The customer must not remove or obscure proprietary notices unless otherwise authorized in writing.
- Any customizations developed by Lucius Space, LLC for the customer remain the property of Lucius Space, LLC unless otherwise agreed in writing.
- The Customer represents and warrants that they have the legal rights, permissions, and authority to use and provide any API keys, credentials, or other access methods supplied to Lucius Space, LLC for integration with third-party services
- Data, content, and catalogs retrieved or displayed through third-party APIs remain the intellectual property of the third-party provider. Lucius Space, LLC does not claim ownership or responsibility for this data.
- The customer retains full control over the API credentials they provide and can revoke access at any time. Upon termination of service or request, Lucius Space, LLC will delete all API credentials and associated data from its systems.

Lucius Space, LLC is committed to respecting the intellectual property rights of all third parties, including the data, catalogs, and services accessed via API integrations. Lucius Space, LLC will work in good faith with the customer and third-party providers to address and resolve any concerns related to intellectual property rights or data usage, ensuring that all parties' rights are respected.

Liability

Our website and the materials on our website are provided on an 'as is' basis. To the extent permitted by law, Lucius Space, LLC makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties including, without limitation, implied warranties or

conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property, or other violation of rights.

In no event shall Lucius Space, LLC or its suppliers be liable for any consequential loss suffered or incurred by you or any third party arising from the use or inability to use this website or the materials on this website, even if Lucius Space, LLC or an authorized representative has been notified, orally or in writing, of the possibility of such damage.

In the context of this agreement, "consequential loss" includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use, and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity, or otherwise.

To the fullest extent permitted by law:

- Lucius Space, LLC is not liable for any indirect, consequential, incidental, or punitive damages arising from the use or inability to use its services.
- Lucius Space, LLC's total liability is limited to the fees paid by the customer in the 12 months preceding the claim.

(White-Label Clarification)

Lucius Space, LLC is not liable for:

- Downtime, errors, or disruptions in the white-label product caused by third-party integrations, user misuse, or unauthorized modifications.
- Claims, damages, or losses arising from your branding, advertising, or representations of the white-label product.
- Compliance with laws applicable to your specific industry or jurisdiction.

Lucius Space, LLC acts as a contracted developer when integrating third-party data sources or APIs. The company is not responsible for any claims, damages, or liabilities arising from the third-party content, data, or services provided, nor any intellectual property infringement or violation related to such third-party data.

The customer acknowledges that Lucius Space, LLC acts as a technical integrator and that the customer remains responsible for maintaining agreements with third-party providers.

Data Privacy, User Data, and Security

Lucius Space, LLC takes the security of user data seriously and implements industry-standard practices, including encryption and access controls, to protect sensitive information and third party API credentials provided by customers. Only authorized personnel within Lucius Space, LLC will have access to these credentials, and such access will be limited to the tasks necessary to provide the service.

Lucius Space, LLC acknowledges that all data provided by the customer or collected through the use of its services is considered confidential. Lucius Space, LLC will not access, use, or disclose customer data except as necessary to provide the agreed-upon services, comply with applicable laws, or with the customer's explicit consent.

Lucius Space, LLC represents and warrants that it does not knowingly include or distribute any viruses, malware, spyware, or other malicious code within its software or services.

Lucius Space, LLC respects the privacy of user data. By using our services, you acknowledge and agree that:

- The customer is responsible for ensuring compliance with all applicable data privacy laws (e.g., GDPR, CCPA) related to the use of the white-label product.
- Unless otherwise agreed, any data collected through the white-label product belongs to the customer. Lucius Space, LLC will not use or disclose such data except as necessary to provide the service.
- While Lucius Space, LLC implements reasonable security measures, the company is not liable for breaches caused by factors beyond its control.
- Lucius Space, LLC will not share or disclose customer data with third parties except as necessary for service provision or as required by law.

You can review our Privacy Policy for more details: [Privacy Policy](#).

Right to Terminate

We may suspend or terminate your right to use our website, software, or services and terminate these Terms of Service immediately upon written notice to you for any breach of these Terms of Service.

You may terminate your use of the services at any time. However, all plans will remain active for the duration of the agreed-upon period unless otherwise agreed upon.

In the event of termination, Lucius Space, LLC will provide a reasonable transition period to allow the Customer to retrieve their data and transfer any necessary operations, as appropriate. Customers must cease all use of the software, and any proprietary materials must be returned or destroyed upon termination.

Customers will be charged for the remainder of the term if they terminate the agreement before the agreed expiration date unless explicitly stated otherwise

(White-Label Clarification)

Upon termination of services, customers are responsible for notifying their third-party providers about deactivating any API keys linked to the white-label platform.

Payment Terms

You agree to pay any fees associated with the use of the software and services as specified in the applicable agreement or order form. All payments are due upon receipt of invoice, unless otherwise specified in writing.

- Payment for services must be made according to the agreed-upon billing cycle (e.g., monthly, quarterly, annually).
- All fees are non-refundable, unless otherwise agreed upon in writing or specified by applicable law.
- You are responsible for all taxes, duties, or other charges that may apply to the fees for the services provided.

Support and Maintenance

Lucius Space, LLC offers ongoing support and maintenance services for our products.

- We shall use commercially reasonable efforts to ensure that its software and services are operational and available with 99% uptime, excluding scheduled maintenance periods.
- Periodic updates to the software will be provided as necessary, including bug fixes, feature updates, and security patches.
- Support services are available via email and phone Mondays through Fridays between 9am and 6pm Central European Time and between 9am and 6pm Eastern Standard Time. Emergency support may be available for additional fees.

(White-Label Clarification)

For white-label customers, support includes assistance with:

- API integration issues related to the supported third-party providers.
- Deployment and initial configuration of the white-label software.

Additional Terms for Exclusivity Agreements

If you enter into an exclusivity agreement with Lucius Space, LLC, the terms of that agreement will supersede any conflicting provisions of these Terms of Service.

- Specifies the region, duration, and scope of the exclusivity arrangement.
- If either party breaches the exclusivity agreement, the non-breaching party may terminate the agreement and seek damages.
- An exclusivity agreement may be terminated according to the terms specified in the agreement, or upon mutual written consent of both parties.

Indemnification and Risk Mitigation

You agree to indemnify and hold harmless Lucius Space, LLC, its affiliates, officers, employees, and agents from any and all claims, losses, damages, or expenses (including reasonable attorney fees) arising from your use of the services, including but not limited to:

- Violations of applicable laws or regulations.
- Infringement of third-party rights, including intellectual property rights by the customer.
- Misuse or unauthorized modification of the white-label product.
- Claims arising from third-party data integrations (e.g., supplier APIs).
- Unauthorized use of third-party API keys.
- Breach of terms or agreements between the customer and third party imagery provider.

Lucius Space, LLC reserves the right to assume the defense of any claim at its discretion and at your expense.

While we act as a technical integrator and do not mediate agreements between customers and their providers, Lucius Space, LLC will:

- Proactively address any concerns raised by third-party providers regarding our software's interaction with their data.
- Take corrective action, if required, to maintain compliance and foster trust among all parties.

Lucius Space, LLC agrees to indemnify and hold the customer harmless against claims, losses, or damages directly arising from Lucius Space, LLC's gross and willful infringement of third-party intellectual property rights by Lucius Space, LLC's proprietary software, provided that:

- The customer promptly notifies Lucius Space, LLC of the claim in writing;
- Lucius Space, LLC retains the sole right to control the defense and settlement of such claims; and
- The claim does not arise from the customer's misuse of the software, breach of agreements with third parties, or failure to comply with applicable laws.

Marketing and Confidentiality

Customers may reference their use of Lucius Space, LLC's services in marketing materials, provided that such use is reasonable and does not misrepresent Lucius Space LLC's services. All such uses must be approved in writing by Lucius Space, LLC prior to publication.

Both parties agree to keep all proprietary and confidential information disclosed during the term of this agreement confidential and not to disclose such information to third parties without prior written consent, except as required by law. The confidentiality obligation survives the termination of this agreement.

Dispute Resolution

Any dispute arising under or in connection with these Terms of Service will be resolved by binding arbitration in Delaware, in accordance with the rules of the American Arbitration Association. The prevailing party in any arbitration or legal proceeding will be entitled to reimbursement of legal fees and costs.

The arbitration award shall be final and binding on both parties, and judgment on the award may be entered in any court of competent jurisdiction.

Amendments and Modifications

Lucius Space, LLC reserves the right to modify these Terms of Service at any time. Any material changes will be communicated via email to the customer at least 30 days prior to the effective date of such changes.

Entire Agreement

These Terms of Service, together with any additional agreements, order forms, or SLAs, constitute the entire agreement between you and Lucius Space, LLC. They supersede all prior discussions, agreements, or understandings regarding the subject matter hereof.

Force Majeure

Lucius Space, LLC will not be liable for any failure or delay in the performance of its obligations under these Terms of Service due to events beyond its reasonable control, including but not limited to acts of God, war, terrorism, government action, strikes, or technical failures.

Governing Law

These Terms of Service are governed by and construed in accordance with the laws of the USA. You irrevocably submit to the exclusive jurisdiction of the courts in Delaware.