



# **Terms and Conditions of Service**

## **Introduction & Scope.**

Welcome, these are the Terms and Conditions of Service (hereinafter, the “**Terms**”) for our platform available at the URL [www.rocketnode.net](http://www.rocketnode.net) (the “**Site**”), including its sub-domains and its mobile optimized versions, along with any products and services offered thereby. These Terms shall supplement our Privacy Policy (the “**Policy**”, available at [www.rocketnode.net/privacy](http://www.rocketnode.net/privacy)), incorporated herein by reference.

The Site and any provided products and services are proudly delivered by the RocketNode Inc. team (hereinafter referred all them collectively referred to as “**RocketNode**”).

The following terminology applies to our Terms, Policy and other guidelines and agreements indicated by us from time to time: “**client**”, “**user**”, “**you**” and “**your**” refers to you, the person user of this Site and in compliance with our terms and conditions.

The words “**ourselves**”, “**we**”, “**our**” and “**us**”, refers to us, our shareholders, officers and our parent companies. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to the same.

All terms hereof refer to the offer, acceptance, and consideration of payment necessary to undertake the process of our assistance to the user in the most appropriate manner for the express purpose of meeting each of our customer’s needs in respect of the provision of RocketNode’s stated Services, in accordance with and subject to prevailing applicable laws for our sale of goods.

Henceforth, by accessing this Site, on behalf of yourself or the entity that you represent, you represent and warrant that you have the right, authority, and capacity to enter into both these Terms and our Policy, in accordance with all applicable laws and regulations.

If you do not agree with any of these Terms, you are prohibited from using or accessing this Site. Please, ensure that you read them thoroughly, because, by using RocketNode, you consent to these Terms.

Finally, these terms require the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions, and also limit the remedies available to you in the event of a dispute.

## **Services Offered.**

RocketNode agrees to furnish its virtual private server (VPS) and game server hosting services functionalities. These and other services and sale packages managed from time to time shall be referred to as the “**Services**”.

Accordingly, RocketNode will furnish the Services to: (i) the visitors that browse the Site; (ii) any registered users; and (iii) any other users that have engaged the Services, all subject to the following Terms.

Please ask our team for a custom quotation, and we will be pleased to provide you with all available information, estimated timeframe for delivery, configuration options, and expected cost of Services.

The User Content incorporated on our customers' VPSs may contain links to other websites due to the nature of our Services. The provision of such links does not imply our endorsement of such third-party websites (or their products and services).

### **Payment Terms.**

We accept payments via direct bank transfer, and we may also use on authorized third-party payment processors such as PayPal and Stripe in order to bill you through a payment account linked to you, and henceforth you hereby authorize us to charge the pertinent fees through your indicated payment processing account. Sensitive financial details are stored only by our payment providers.

All funds are collected from the consumer on the same day you registered for a monthly package, and there will be a \$1.50 setup fee on all VPSs.

Such third party payment processors are also the ones that process, manage, operate and deliver the payments of your end customers, not RocketNode. For more information, please refer to the terms of use of our third party payment processing platform, which may include epay.co and others.

Accordingly, RocketNode shall not be held responsible for any and all errors, fees and currency conversion fees by our payment processors, and you should review its terms and policies from time to time, which will govern the provision of services to you.

### **Subscription Terms.**

When you purchase a VPS/Game Hosting plan, your subscription is set to automatically renew at the end of your chosen subscription period. You are able to cancel the renewal of your subscription at any time. Cancelling your subscription renewal means that the recurring payments will end, but you will still have access to the Services for the remaining time of your current subscription period.

We do not provide refunds for partial subscription periods or for accidental purchases. We do not provide refunds on new orders, and specifically no refunds shall be given on subscription payments.

The subscription payment will be billed on a monthly or yearly basis on the calendar day corresponding with the date of commencement of your paid subscription. If a payment is not successfully settled we may suspend your access to the app or its content until we receive valid payment.

### **Disputes & Charge-Backs.**

In the future, users may provide us with valid and current billing information. Except as expressly set forth herein, all payment charges are final and non-cancelable. If we detect any chargeback or if any payment is not received by us or our payment processors for any reason, you will promptly pay us any and all amounts due to us upon notice. Any failure or inability by us to process any payment hereunder does not relieve you from your payment obligations.

A chargeback is typically caused when a customer disputes a charge that appears on their bank or payment processing statement. A charge-back may result in the reversal of a transaction, with the amount charged back to you. You can be assessed charge-backs for: (i) customer disputes; (ii) unauthorized or improperly authorized transactions; (iii) transactions that do not comply with payment processor network rules or are allegedly unlawful or suspicious; or (iv) any reversals for any reason by our payment processor or the institutions handling the transaction.

When a chargeback is issued, you are immediately liable to RocketNode for the full amount of payment of the chargeback, plus any associated fees, fines, expenses or penalties (including those assessed by our payment processor or the financial institutions handling the transaction). Accordingly, you hereby represent and warrant that you expressly appoint RocketNode as your agent, with full power to recover these amounts by debiting your account or setting off any amounts owed to you by us.

Agent Appointment. You hereby appoint RocketNode as your payment agent when you provide a payment credential to us, and therefore you acknowledge and agree that we will be permitted to use, collect and process that payment credential in order to process payments, charges and fees of RocketNode. We may also use certain payment card updater services, whose availability varies by issuer, to ensure we have the most up-to-date information about the payment credentials that we store.

For payments by credit or debit card, we will have the right to obtain a pre-approval from the issuer of the card for an amount which may be a low verification amount or as high as the full price of the payment. In such case, your card will be charged when you initiate a payment on RocketNode, and if you cancel a transaction before it can be completed, the security pre-approval may cause those charges to be available to you on your account's limit.

### **Updates & Amendments.**

RocketNode reserves the right to modify, amend, suspend, terminate, upgrade, update, or otherwise modify these Terms, the Policy and the Services at any time and without notice. Any changes will be displayed in the Site, and we may notify you by email. Please refer to the last effective date where changes were last undertaken by us. Your use of our Services after the effective date of any update— either by an account registration or simple use — thereby indicates your acceptance thereof.

### **Parental Notice.**

RocketNode encourages parents, legal guardians and responsible adults to be actively involved in the safe use of the Internet by children and minors. RocketNode does not knowingly provide its Services to persons under the age of eighteen (18). If you are under such age, you may not access RocketNode or our Services under any circumstance, even under the direct supervision of your parent or legal guardian.

We reserve the right to request any and all applicable proof of identification and consent proof from our users, at any moment, without prior notice, and at our sole and final discretion. Upon the failure to provide such proof of age, we reserve the right to immediately freeze, block or cancel the account, with no liability.

Users are prohibited from providing RocketNode with personally identifiable information of persons under the age of thirteen (13) without the consent of their parents or legal guardians. RocketNode does not knowingly collect any kind of information from any person under the age of thirteen (13), and will delete any related information thereto. For more information, please read our Policy.

### **User Privacy.**

By disclosing any data and personally identifying information to us, you agree to our Policy, including the collection, process, storage and disclosure of such personally identifiable information, including to our affiliates, partners and clients. We will ask for your express consent, including for inclusion into our newsletters, updates, and follow ups. Using RocketNode means that you accept our Policy, regardless of whether you are a registered user or not.

### **Content Licenses.**

User Generated Content License. In order to provide the Services, RocketNode may direct its users to send certain code, images, multimedia content, posts, texts, photos, videos, links, and other files and information (referred collectively as the ‘**User Content**’) which you as our customer may transmit, send, upload, publish or display to others via the VPS, the Services of RocketNode and those services resold through us by our first party contracted platforms.

Accordingly, you hereby grant RocketNode a limited, non-exclusive, sub-licensable to the Platforms, assignable, royalty-free, revocable, for all the countries and territories through the world, right and license to use, host, store, reproduce, technically modify, adapt, adjust, communicate, publish, publicly perform, publicly display and distribute any such User Content you may upload, disseminate, deliver, create and transfer to RocketNode through the Services. You represent and warrant to RocketNode that you have all rights, licenses, authorizations or otherwise hold sufficient title for any and all content submitted to RocketNode as set forth herein.

Feedback License. All users hereby grant RocketNode an unlimited, non-exclusive, sub-licensable, assignable, royalty-free, perpetual, irrevocable, for all the countries and territories through the world, right and license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes), communicate, publish, publicly perform, publicly display and distribute such any suggestions, feedback, recommendations, comments and know how that you provide to RocketNode regarding the Site and Services.

### **User Generated Content Policy.**

You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that personally identifies you or any third party. You hereby represent and warrant that your User Content does not violate our Terms or applicable laws. You may not represent or imply to others that your User Content is in any way provided, sponsored or endorsed by RocketNode. Because you alone are responsible for your User Content, you may expose yourself to liability if, for example, your User Content violates our Terms or other intellectual property rights.

You accept full responsibility for avoiding infringement of the intellectual property or personal rights of others or violation of laws and regulations in connection with your User Content.

You agree to pay all royalties, fees, and any other monies owed to any person by reason of your User Content.

You acknowledge and agree that RocketNode has the right to disclose such User Content and related information if required to do so by law or in the good faith that such preservation or disclosure is reasonably necessary to: (a) comply with legal procedures, applicable laws or government requests; (b) enforce these Terms or the terms of the Platforms; (c) respond to claims that any of your User Content goes contrary to the rights of third parties; (d) detect, prevent, or otherwise address fraud, security or technical issues; and/or (e) protect the rights, property, or personal safety of RocketNode, its users, or the public.

### **Intellectual Proprietary Rights.**

The trademarks, copyright, service marks, trade names and other intellectual property rights and proprietary notices displayed on the Site and the Services are the property of or otherwise are licensed to RocketNode and its licensors and affiliates, whether acknowledged (or not), and which are protected under intellectual property laws, including copyright laws and treaties and other jurisdictions throughout the world.

You acknowledge and agree that any and all infringing use or exploitation of copyrighted content in the Site and/or the Services may cause us, our affiliates, licensors or content providers irreparable injury, which may not be remedied solely at law, and therefore our affiliates, licensors or content providers may seek remedy for breach of these Terms, either in equity or through injunctive or other equitable relief.

We are under no obligation to remove or delete content that you subjectively find objectionable or offensive. We promise to respond promptly to requests for content removal, consistent with our policies and applicable law.

RocketNode takes copyright infringement matters seriously, and is ready to remove any allegedly or factually infringing content displayed on the Site upon due notice and request by the title holder.

The following procedure will apply for any content displayed through the Site that allegedly infringes the intellectual property rights of you or of any third party. You must notify us of your claim with the email subject: "Takedown Request". Once received, RocketNode will study and consider your claim and, if it believes or has reason to believe any content on the Site infringes on another's copyright, RocketNode may delete it, disable or otherwise stop displaying it.

Your notification claim must be in writing and must at least contain the following information: (i) your signature and identification, or the ones of the person authorized to act on behalf of you or the title holder; (ii) a clear and concise description of the content of which its copyright has allegedly been infringed; (iii) contact information (e.g., address and email); and (iv) a statement, under penalty of perjury, indicating that you have a good faith belief that the information provided in your claim is true and accurate.

### **Community Guidelines and User Code of Conduct.**

As our user, you agree not to undertake, motivate, or facilitate the use or access of the Site, the VPS or the Services in order to:

- Infringe these Terms or allow, encourage, or facilitate others to do so.
- Plagiarize and/or infringe on the intellectual property rights or privacy rights of any third party, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right.
- Collect, receive, transfer or disseminate any personally identifiable information of any person without due consent from the title holder.
- Republish, sell, rent, or sub-license content or materials from the RocketNode without our authorization.
- Disseminate any content that attacks or disparages an individual or group based on race, gender, religion, nationality, ethnicity, political group, sexual orientation or another similar characteristic. Any generalizations about these topics should be phrased as neutrally as possible.
- Undertake any kind of abusive behavior directed towards private individuals is not allowed, including make threats against others or advocate violence, including self-harm. Repeated and unwanted contact constitutes a form of harassment.
- Distribute, post, or otherwise make available any content that: (i) infringes on or endangers the intellectual property rights of any person (e.g. trademark, moral rights, trade secret, copyright, ancillary rights or other); (ii) enables any act that could promote or cause discrimination, racism,

harm, libel, hatred, or violence against any individual or group; (iii) endangers children and underage persons; (iv) is or allows illegal or fraudulent activities to take place; (v) is or may constitute a criminal or capital offense or otherwise infringes on any applicable law; (vi) is or can be considered to be obscene, sexually explicit material, pornographic, threatening/defamatory, plagiarized, firearms, ammunition, explosives, tobacco, alcohol, marijuana, pornographic or analogous material; and/or (vii) is or can be considered to be gambling, games of skill, lotteries, raffles, fantasy sports, binary options, Forex and crypto currencies.

- Use any automated tool, such as artificial intelligence or machine learning pursuant to create derivative works of our content and materials.
- Create any service in rivalry with RocketNode or for other commercial reasons, except as expressly permitted by these Terms or the written consent of RocketNode.
- Bypass or attempt to bypass any security or access control technology implemented on our platform.
- Otherwise, reverse engineer, decompile or extract the proprietary code of the RocketNode and our Services.

### **Content Moderation.**

We acknowledge that your VPSs may allow or incorporate interactive discussion forums, public forum groups, bulletin boards, review services or other types of public forums in which you or other users may post user generated content (e.g. reviews, messages, videos, selfies, posts and other content).

Since our Services for the VPS only focus on the technical back-end of your website properties, there will be no end user moderation by RocketNode or the Platforms.

RocketNode shall not the obligation to monitor any end user activity and any names, photos, posts, feedback, images, comments, questions and other content processed within your websites in order to determine if said content or interaction is otherwise objectionable or if it's in compliance thereof, or to edit or remove any material or content submitted through our Services that we find to be in violation of our Terms or other applicable laws.

You acknowledge and agree that we may report any activity that we believe may violate any law to law enforcement, regulators or other relevant third parties, and that any violation of the aforementioned provisions may result in the immediate termination of your access to the RocketNode and our Services.

We do not screen any User Content to locate and delete any spam or deceiving coupon, code, offer or link to any product or service. We will not tolerate, and we will not allow others to undertake through our Services or Site, any and all massive delivery of unsolicited bulk communications to any third party.

### **No Spam Policy.**

We reserve the right to screen any user generated content to locate and delete any spam or deceiving coupon, code, offer or link to any product or service. Thus, we will not tolerate, and we will not allow others to undertake through our Services or RocketNode, any and all massive delivery of unsolicited bulk communications to our users or to any third party.

Any commercial electronic communication that you receive from us, our partners, licensors, suppliers and affiliates will require your prior consent to such communication. Our commercial communications will include measures in order for you to stop receiving them, usually through an unsubscribe link. Please see our Policy for more information.

### **User Support.**

If you have any questions or complaints regarding the Site or our Services, please contact us by email as indicated on our contact web page. We will undertake commercially reasonable efforts in order to answer as quickly as possible, and we will strive to answer them and work together in order to resolve any such inquiries. You must provide us with full details of your service query, so we can clearly assess your concerns.

RocketNode will provide certain technical support services, which are subject to your agreement for each hosted website. Service level percentages and other support are also subject to the terms and conditions of the Platforms.

#### **No Endorsement.**

The images, texts, posts, information, photographs and other content and media displayed on or through RocketNode are not necessarily available and any results therefrom – which we cannot ultimately control – are out of our ultimate and complete control. Some or all of the images shown in RocketNode are licensed and/or purchased stock photos and are only shown for illustration purposes. Some or all of the content displayed in RocketNode is delivered by external third parties and does not reflect RocketNode's opinions, nor does RocketNode, its affiliates, subsidiaries, officers, employees and agents guarantee its actual veracity or make any endorsement thereof.

#### **Newsletters.**

The Site may allow you to subscribe to our newsletter service, which may be provided by us or through an authorized third party. Through our newsletter, you may receive information according to your user preferences. As our user, you will receive a conspicuous communication indicating your subscription thereof, and you will be able to select the amount and type of emails received by you. If you wish to unsubscribe, you will find 'unsubscribe' and similar links on our electronic communications, and also in your account preferences.

Any commercial electronic communication that you receive from us our partners, licensors, suppliers and affiliates will require your prior consent to such communication. Our commercial communications will include measures in order for you to stop receiving them, usually through an unsubscribe link. Please see our Policy for more information.

#### **Confidentiality.**

Neither party shall disclose any Confidential Information to any third party except to its employees, attorneys, tax or accounting professionals who have a legitimate need to know and who have agreed to be bound by the provisions of a confidentiality agreement at least as stringent as the ones herein. Each party shall further protect the Confidential Information to the same extent as it protects its own information of a similar type.

For the purposes herein stated, "Confidential Information" shall be defined as the digital, verbal and/or written disclosures, documents or communications, stored in either written, graphic, digital, optical electromagnetic form or in software as a service systems, commonly known as "the cloud", e-mails, optical disks, memory cards or removable drives or any other means that can retain information.

Confidential Information shall not include, information that: (i) is in the public domain at the time of disclosure; (ii) becomes publicly available through no fault of the recipient party and without breach of these Terms, (iii) is already in the lawful possession of a party without restriction prior to disclosure; (iv) becomes rightfully known to a party without restriction from a source other than the disclosing party; or that (v) is required to be disclosed by virtue of an order of a competent court or a legal requirement; shall not be deemed Confidential Information.

#### **User Representations and Warranties.**

You hereby represent, warrant and covenant that: (i) your use of our Site and Services, and all your uploaded User Content and personal data shall be at all times compliant with these Terms and all local, state, federal and international laws and regulations applicable to you or your organization; (ii) you have obtained all necessary rights, releases and permissions to provide any data to RocketNode and its affiliates, licensors and agents; and to grant the rights granted to RocketNode in these Terms, including without limitation any intellectual property rights or rights of publicity, privacy and any use, collection and disclosure authorized.

### **Term, Termination.**

The term hereof shall begin on the date that comes first among: (i) first access to the Site; (ii) your first access or execution of our Services; or (iii) RocketNode begins providing its Services to you.

The term hereof will automatically end on the earlier date of either your: (i) Platform sub-account deactivation, suspension, freezing or deletion; (ii) access termination or revocation for our Services; (iii) RocketNode's termination of these Terms, at its sole and final discretion; (iv) the termination date indicated by RocketNode to you from time to time; or (v) RocketNode's decision to make the Site or the Services no longer available for use, at its sole and final discretion.

### **Termination for Cause by RocketNode.**

These Terms, along with any and all licenses granted hereof may or will automatically terminate if you breach any of the terms and conditions contained herein. Upon termination for breach, your rights to use our Site, our Services and any information provided or generated thereby shall cease and you shall not be entitled to any compensation, credit, remedy or refund of any nature. In this case, please contact our support department in order to initiate the process of receiving a backup copy of your user data, if any, subject to the terms and conditions of our providers, such as Amazon Web Services.

### **Service Guarantee.**

RocketNode shall make all commercially reasonable efforts to ensure that any interface or integration onto the Platforms as part of the Services will operate as per the service level agreement applicable to your VPS, usually 99.95% uptime commitment.

Accordingly, you agree that RocketNode cannot be held liable for any failures in the operation of the interface or integration resulting from downtimes, failure or unavailability of the VPS. For more information, please refer to the following sections which include Disclaimer of Damages, Limitation of Liability, Warranty Disclaimer and Specific Disclaimer.

If an issue arises with regard to the effective operation of an interface or integration regarding the VPS, RocketNode will use its commercially reasonable efforts to resolve the issue, with no guarantee on timely effort, resources applied, effort invested or any results obtained, if any.

### **Disclaimer of Warranty.**

To the fullest extent permissible under applicable law, the Site, the VPS and the Services are provided to you "as is," with "all faults" and "as available," without warranty of any kind. RocketNode, and its affiliates, clients, agents, officers, licensors and/or distributors do not make, and hereby disclaim, any and all express, implied or statutory warranties, either by statute, common law, custom or otherwise, however arising, including implied



warranties of description, quality, fitness for a particular purpose, non-infringement, non-interference with use and/or enjoyment, peaceful enjoyment, and any warranties emanating out of course of dealing or trade usage.

Nothing in this disclaimer will limit or exclude our or your liability for death or personal injury resulting from negligence; limit or exclude either party's liability for fraud or fraudulent misrepresentation.

RocketNode expressly disclaims any representation or warranty that RocketNode complies with all applicable laws and regulations outside of the ones applicable to its Services. Therefore, you expressly fully comprehend, acknowledge, agree and consent that it is your responsibility to determine compliance with variant laws, regulations, or customs that may apply in connection with your use of our Services.

### **Damages Disclaimer.**

In no event shall RocketNode, its affiliates, clients, agents, officers, licensors, distributors and/or any authorized third party, be held liable for any special, indirect, incidental or consequential damages, including losses, costs or expenses of any kind resulting from possession, access, use, inaccessibility or malfunction of RocketNode or the Services including, but not limited to, loss of revenue, profits, business, loss of use or lack of availability of computer resources, business glitch, defamation, or loss of data (notwithstanding that we might have been advised of the possibility of such damages or such damages are foreseeable); whatsoever arising out of or related thereto, whether arising in tort (including negligence), contract, actions based on contract, strict liability, negligence or other tortious conduct or other legal or equitable theory and whether or not RocketNode, its affiliates, clients, licensors and/or distributors have been advised of the possibility of such damages; emanating from or connected, in any way, with your use of, or inability to use RocketNode. Your singular redress for dissatisfaction with RocketNode is your prompt withdrawal from using RocketNode.

### **Limitation of Liability.**

If any of the disclaimers of liability in these Terms are for any reason declared invalid by a court of competent jurisdiction, you agree that the maximum collective liability of RocketNode and all RocketNode's Indemnitees (as such term is defined in the section below) to you relating to any claim you may have in any manner relating to your Service subscription, the Site, the VPS or any data, or the use, condition, operation, effectiveness or quality thereof, whether based in contract, tort, equity or on other grounds or theories, and regardless of the circumstances, shall not exceed the higher of: (a) the total amount of fees actually paid by you to RocketNode for the Services during the last three (3) months at the time the liability arises; or (b) USD \$50.

These Terms provide you with specific legal rights, and you may have other rights that may vary from jurisdiction to jurisdiction. Legislation of some states/countries does not allow certain limitations of liability, and henceforth this limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

### **Indemnification.**

You agree and acknowledge to indemnify, hold harmless, and defend RocketNode, its affiliates, clients, agents, officers, licensors, distributors and/or any authorized representatives, and the officers, directors and employees of each (jointly, the "RocketNode's Indemnitees") from and against any and all third party liabilities, claims, causes of action, suits, losses, damages, fines, judgments, settlements and expenses (including any and all reasonable outside attorneys' fees and court costs) which may be suffered, made or incurred by any of such RocketNode's Indemnitees arising out of or relating to: (i) any breach of any warranties, representations and/or covenants made by you hereunder (to the extent not arising substantially from any breach hereof by RocketNode); (ii) your use of RocketNode; (ii) your VPS and your User Content; (iii) your conduct or interactions with other users of RocketNode; (iv) your violation of any part of these

Terms; and/or (v) any third party claim arising out of or in relation to RocketNode or our Services or use thereof in combination with another platform, including without limitation, any claim RocketNode or the Services violate, infringe, or misappropriate any proprietary or intellectual property right of any third party, including without limitation, any privacy right of any person.

We will immediately notify you of any such claim and will provide you (at your own expense) with assistance in defending the claim. Unless our prior written consent is first obtained, you will not settle any claim the defense of which we need to participate in. We reserve the right, at our own expense, to assume the exclusive defense of any matter otherwise subject to indemnification by you. In that circumstance, you will be under no obligation to defend us in that matter.

### **Specific Disclaimer.**

The Platforms may provide further warranty disclaimer, no damages and liability limitation sections. Therefore, upon the occurrence of any conflict among these Terms and the latter, the terms of the Platforms will prevail.

### **General Terms.**

Assignment. These Terms will inure to the benefit of any successors of the parties. We may assign any rights or obligations hereunder to any current or future affiliated company and to any successor in interest. Any rights not expressly granted herein are thereby reserved. We reserve the right, at any time, to transfer some or all of RocketNode's assets in connection with a merger, acquisition, reorganization or sale of assets or in the event of bankruptcy.

Force Majeure. RocketNode is not liable for any failure of performance on its obligations as set forth herein, where such failure arises from any cause beyond RocketNode's reasonable control, including but not limiting to, electronic, power, mechanic or Internet failure, from acts of nature, forces or causes beyond our control, including without limitation, Internet failures, computer, social lockdown, pandemics, telecommunications or any other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, flood, storms, explosions, acts of God, war, governmental actions, government mandated lockdowns, pandemics, orders of domestic or foreign courts or tribunals, or non-performance of third parties.

Interpretation. In understanding or interpreting the terms of these Terms: (i) the headings in this Agreement are for convenience only, and are not to be considered, and (ii) no presumption is to operate in either party's favor as a result of its counsel's role in drafting these Terms.

Language. These Terms may be translated into other languages, but English shall be and remain the official language of this agreement and in any conflict between the English language version and any other version, the English language version shall control.

Entire Agreement. These Terms constitute the complete and exclusive statement of the agreement between the Parties with respect to the subject matter of these Terms, and these Terms supersede any and all prior oral or written communications, proposals, representations, and agreements. The Terms may be amended only by mutual agreement expressed in writing and signed by both parties, and any attempted amendment in violation of this section shall be void.

Equitable remedies: You hereby acknowledge and agree that if these Terms are not specifically enforced, RocketNode will be irreparably damaged, and therefore you agree that RocketNode shall be entitled, without

bond, other security or proof of damages, to appropriate equitable remedies with respect to your breach of any of these Terms, in addition to any other available remedies.

Language. These Terms may be translated into other languages, but English shall be and remain the official language of this agreement and in any conflict between the English language version and any other version, the English language version shall control.

No Embargo. You hereby represent and warrant that: (i) you are not located in a country that is subject to an European Union or other government's embargo, or that has been designated as a "terrorist supporting" country; and (ii) you are not listed on any government list of prohibited or restricted parties or activities.

Notices. All notices and other communications given or made pursuant to these Terms must be in writing and will be deemed to have been given upon the earlier of actual receipt or: (a) personal delivery to the party to be notified; (b) when sent, if sent by facsimile or electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day; (c) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. Each party agrees to receive electronic documents and to accept electronic signatures, which shall thereto be considered valid substitutes for hardcopy documents and hand inked signatures.

You agree to receive correspondence from us by email in accordance with these Terms and applicable law. You consent and acknowledge that all agreements, notices, disclosures, and other communications that we provide to you electronically will satisfy any legal requirement that such communications be in writing.

No Waiver. Failure by RocketNode to enforce any rights hereunder shall not be construed as a waiver of any rights with respect to the subject matter hereof.

No Relationship. You and RocketNode are independent contractors, and no agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by these Terms.

Severability. If any provision of these Terms is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of these Terms will remain in full force and effect.

Taxes. You are responsible for complying with all tax obligations associated with your account.

## **Dispute Resolution.**

Applicability of Arbitration Agreement. All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with these Terms that cannot be resolved informally shall be resolved by binding arbitration on an individual basis under this Section. Unless otherwise agreed to, all arbitration proceedings shall be held in English. This arbitration applies to you and Rocketnode, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under this Agreement.

Notice Requirement and Informal Dispute Resolution. Before either party may seek arbitration, the Party must first send to the other party a written Notice of Dispute (a "**Notice**") describing the nature and basis of the claim or dispute, and the requested relief. After the Notice is received, the Parties may attempt to resolve the claim or dispute informally and in good faith. If the Parties do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the

award, if any, to which either party is entitled. The amount of the award shall also be limited by the Limitation of Liability section of this Agreement, to the extent applicable.

Arbitration Rules. Arbitration shall be initiated through the American Arbitration Association (AAA) Rules, an established alternative dispute resolution provider (the “**ADR Provider**”) that offers arbitration as set forth in this section. The LCIA Arbitration Rules (the “**ADR Provider Rules**”) governing the arbitration are available online at [www.lcia.org](http://www.lcia.org). If the LCIA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The ADR Provider Rules shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with these Terms.

The arbitration shall be conducted by a single, neutral arbitrator. Any hearing will be held in a location within 100 miles of RocketNode’s business premises, unless you reside outside of such area, and unless the parties agree otherwise. If you reside outside of such geographical area, the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearings, as detailed below. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney’s fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

Additional Rules for Non-Appearance Based Arbitration. If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, reputable video conference based tools and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

Time Limits. If you or RocketNode elect to pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the ADR Provider Rules for the pertinent claim.

Authority of Arbitrator. If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and RocketNode, and the dispute will not be consolidated with any other matters or joined with any other cases or parties.

The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the ADR Provider Rules, and these Terms. The award of the arbitrator is final and binding upon you and RocketNode. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the LCIA Rules, and these Terms.

The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim.

Emergency Equitable Relief. Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration.

Waiver of Class Actions, Non-Individualized Relief. You acknowledge and accept that claims brought against RocketNode shall be only on an individual basis and not as a plaintiff or class member in any possible future class or representative action or similar proceeding. Unless otherwise agreed by you and RocketNode, you may not

adjoin or consolidate any claim with more than one person's; and you may not otherwise supervise or take over any form of a class, representative or consolidated proceeding.

Applicable Law. You agree to submit to the applicable laws of the State of New York, United States, which will govern these Terms and any claim, without regard to conflict of law provisions.

Forum. For the application of this arbitration agreement, and of other matters appertaining these Terms, the parties hereto agree to submit to the personal jurisdiction of the courts located in the City of Blue Point, State of New York, United States.

If you bring a dispute in a manner other than in accordance with this section, you agree that we may move to have it dismissed, and that you will be responsible for our reasonable attorney's fees, court costs, and disbursements in doing so.

### **Contact**

If you have any questions or queries about us, the Site, our Services or these Terms, please contact us via email as indicated in the Contact Us section of the Site. Note that communications made by email or the "Contact Us" page does not constitute legal notice to the RocketNode legal entity, if any.

Date of the last effective update is 09/11/2022.

*Thank You!*

