



The Rocket Studios Terms of Use

Terms of Use

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The Rocket Studios is honored to provide to you its sites, software, applications, content, products and services ("TRS services"), which may be branded Rocket Labs Games, TRS Interactive, TRS Entertainment, Reach Media Services, Bridge Multimedia Productions, TRS Publications, TRS Network, Megagon Software, or another brand owned and/or licensed by The Rocket Studios. These terms govern your use and our provision of all TRS services on which these terms are posted, as well as TRS services we make available on third-party sites and platforms if these terms are disclosed to you in connection with your use of the TRS services. PLEASE READ THESE TERMS CAREFULLY BEFORE USING ANY TRS SERVICE.

ANY DISPUTE BETWEEN YOU AND US MUST BE RESOLVED BY INDIVIDUAL BINDING ARBITRATION.

NOTHING IN THESE TERMS IS INTENDED TO AFFECT YOUR RIGHTS UNDER THE LAW IN YOUR USUAL PLACE OF RESIDENCE. IF THERE IS A CONFLICT BETWEEN THOSE RIGHTS AND THESE TERMS, YOUR RIGHTS UNDER APPLICABLE LOCAL LAW WILL PREVAIL.

1. Contract between You and Us

This is a contract between you and The Rocket Studios, or between you and any different service provider identified for a particular TRS service. You must read and agree to these terms before using any TRS service. If you do not agree, you may not use the TRS services. These terms describe the limited basis on which TRS services are available and supersede prior agreements or arrangements.

Supplemental terms and conditions may apply to some TRS services, such as rules for a particular competition, service or other activity, or terms that may accompany certain content or software accessible through TRS services. Supplemental terms and conditions will be disclosed to you in connection with such competition, service or activity. Any supplemental terms and conditions are in addition to these terms and, in the event of a conflict, prevail over these terms.

We may amend these terms. Any such amendment will be effective thirty (30) days following either our dispatch of a notice to you or our posting of the amendment on TRS services. If you do not agree to any change to these terms, you must discontinue using TRS services. Our customer

service representatives are not authorized to modify any provision of these terms, either verbally or in writing.

We may immediately terminate this contract with respect to you (including your access to TRS services) if you fail to comply with any provision of these terms.

2. TRS Services

TRS Services are for your exclusive, noncommercial use and are intended for informational and entertainment purposes. They do not constitute legal, financial, professional, medical or healthcare advice or diagnosis and cannot be used for such purposes.

All TRS services are our copyrighted property or the copyrighted property of our licensors or licensees and all trademarks, service marks, trade names, trade dress and other intellectual property rights in TRS services are owned by us or our licensors or licensees. Except as we specifically agree in writing, no element of a TRS service may be used or exploited in any way other than as part of TRS services offered to you. You may own the physical media on which elements of the TRS services are delivered to you, but we retain full and complete ownership of the TRS services. We do not transfer title to any portion of the TRS service to you.

Content and Software License

If a TRS service is configured to enable the use of software, content, virtual items or other materials owned or licensed by us, we grant you a limited, non-exclusive, non-sublicensable, nontransferable license to access and use such software, content, virtual item or other material for your personal, noncommercial use only.

You may not circumvent or disable any content protection system or digital rights management technology used with any TRS service; decompile, reverse engineer, disassemble or otherwise reduce any TRS service to a human-readable form; remove identification, copyright or other proprietary notices; or access or use any TRS service in an unlawful or unauthorized manner or in a manner that suggests an association with our products, services or brands. You may not access or use any TRS service in violation of United States export control and economic sanctions requirements. By acquiring services, content or software through the TRS services, you represent and warrant that your access to and use of the services, content or software will comply with those requirements.

Disclaimers and Limitation on Liability

TRS SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." WE DISCLAIM ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES NOT EXPRESSLY SET OUT IN THESE TERMS.

WE SHALL NOT BE LIABLE TO YOU FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND PROPERTY DAMAGE, EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, NOR SHALL WE BE HELD LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND OUR REASONABLE CONTROL. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED ONE THOUSAND U.S. DOLLARS (US \$1,000).

THESE DISCLAIMERS AND LIMITATIONS DO NOT AFFECT YOUR RIGHTS AS A CONSUMER OR PURPORT TO LIMIT LIABILITY THAT CANNOT BE EXCLUDED UNDER THE LAW IN YOUR USUAL PLACE OF RESIDENCE.

Changes to TRS services

TRS services are constantly evolving and will change over time. If we make a material change to TRS services, we will provide you with reasonable notice and you will be entitled to terminate this contract.

Additional Restrictions on Use of the TRS Services

We do not allow TRS services to be used in any commercial, business-related purpose, that advertise or offer to sell products or services (whether or not for profit), or that solicit others (including solicitations for contributions or donations). You agree not to knowingly or recklessly introduce a virus or other harmful component, or otherwise tamper with, impair or damage any TRS service or connected network, or interfere with any person or entity's use or enjoyment of any TRS service. You agree not to use any software or device that allows automated gameplay, expedited gameplay, or other manipulation of gameplay or game client and you agree not to cheat or otherwise modify a TRS service or game experience to create an advantage for one user over another. Additionally, you agree not to access, monitor or copy, or permit another person or entity to access, monitor or copy, any element of a TRS using a robot, spider, scraper or other automated means or manual process without our express written permission.

Third-Party Services and Content

TRS Services may integrate, be integrated into, or be provided in connection with third-party services and content. We do not control those third-party services and content. You should read the terms of use agreements and privacy policies that apply to such third-party services and content.

Mobile Networks

When you access the TRS services through a mobile network, your network or roaming provider's messaging, data and other rates and fees will apply. Downloading, installing or using certain TRS services may be prohibited or restricted by your network provider and not all TRS services may work with your network provider or device.

3. Your Content and Account

User Generated Content

TRS services may allow you to communicate, submit, upload or otherwise make available text, images, audio, video, competition entries or other content ("User Generated Content"), which may be accessible and viewable by the public. Access to these features will be subject to age restrictions. You may not submit or upload User Generated Content that is defamatory, harassing, threatening, bigoted, hateful, violent, vulgar, obscene, pornographic, or otherwise offensive or that harms or can reasonably be expected to harm any person or entity, whether or not such material is protected by law.

We do not claim ownership to your User Generated Content; however, you grant us a non-exclusive, sub-licensable, irrevocable and royalty-free worldwide license under all copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual property rights to use, reproduce, transmit, print, publish, publicly display, exhibit, distribute, redistribute, copy, index, comment on, modify, adapt, translate, create derivative works based upon, publicly perform, make available and otherwise exploit such User Generated Content, in whole or in part, in all media formats and channels now known or hereafter devised (including in connection with the TRS services and on third-party sites and platforms such as Facebook, YouTube and Twitter), in any number of copies and without limit as to time, manner and frequency of use, without further notice to you, with or without attribution, and without the requirement of permission from or payment to you or any other person or entity.

You represent and warrant that your User Generated Content conforms to these terms and that you own or have the necessary rights and permissions, without the need for payment to any other person or entity, to use and exploit, and to authorize us to use and exploit, your User Generated Content in all manners contemplated by these terms. You agree to indemnify and hold us and our subsidiary and affiliated companies, and each of their respective employees and officers, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against us by any third party arising out of or in connection with our use and exploitation of your User Generated Content. You also agree not to enforce any moral rights, ancillary rights or similar rights in or to the User Generated Content against us or our licensees, distributors, agents, representatives and other authorized users, and agree to procure the same agreement not to enforce from others who may possess such rights.

To the extent that we authorize you to create, post, upload, distribute, publicly display or publicly perform User Generated Content that requires the use of our copyrighted works, we grant you a non-exclusive license to create a derivative work using our copyrighted works as required for the purpose of creating the materials, provided that such license shall be conditioned upon your assignment to us of all rights in the work you create. If such rights are not assigned to us, your license to create derivative works using our copyrighted works shall be null and void.

We have the right but not the obligation to monitor, screen, post, remove, modify, store and review User Generated Content or communications sent through a TRS service, at any time and for any reason, including to ensure that the User Generated Content or communication conforms to these terms, without prior notice to you. We are not responsible for, and do not endorse or guarantee, the opinions, views, advice or recommendations posted or sent by users.

Accounts

Some TRS services permit or require you to create an account to participate or to secure additional benefits. You agree to provide and maintain accurate, current and complete information, including your contact information for notices and other communications from us and your payment information. You agree not to impersonate or misrepresent your affiliation with any person or entity, including using another person's username, password or other account information, or another person's name or likeness, or provide false details for a parent or guardian. You agree that we may take steps to verify the accuracy of information you provide, including contact information for a parent or guardian.

We have adopted and implemented a policy that provides for the termination, in appropriate circumstances, of the accounts of users who are repeat infringers of copyright. In addition, we may suspend or terminate your account and your ability to use the TRS services if you engage in, encourage or advocate for illegal conduct, or if you fail to comply with these terms or any supplemental terms.

Passwords and Security

You are responsible for taking reasonable steps to maintain the confidentiality of your username and password, and you are responsible for all activities under your account that you can reasonably control. You agree to promptly notify us of any unauthorized use of your username, password or other account information, or of any other breach of security that you become aware of involving your account or the TRS service.

The security, integrity and confidentiality of your information are extremely important to us. We have implemented technical, administrative and physical security measures that are designed to protect your information from unauthorized access, disclosure, use and modification.

4. Paid Transactions

Identity of Seller

Sales are made by The Rocket Studios or the seller identified at the time of sale, if different. If you have questions about your order, please contact the seller at the address provided and they will assist you.

Digital Content and Virtual Items

We may make applications, games, software or other digital content available on the TRS services for you to license for a one-time fee. When purchasing a license to access such material from a TRS service, charges will be disclosed to you on the TRS service before you complete the license purchase.

Your purchase of a virtual item or in-game currency is a payment for a limited, non-assignable license to access and use such content or functionality in the TRS service. Virtual items (including characters and character names) or in-game currency purchased or available to you in the TRS service can only be used in connection with the TRS service where you obtained them or where they were developed by you as a result of game play. These items are not redeemable or subject to refund and cannot be traded outside of the TRS system for money or other items for value. We may modify or discontinue virtual items or in-game currency at any time.

Subscriptions

Some TRS services require paid subscriptions to access. By signing up for a subscription, you agree that your subscription will be automatically renewed and, unless you cancel your subscription, you authorize us to charge your payment method for the renewal term. The period of auto-renewal will be the same as your initial subscription period unless otherwise disclosed to you at the time of sale. The renewal rate will be no more than the rate for the immediately prior subscription period, excluding any promotional and discount pricing, unless we notify you of a rate

change prior to your auto-renewal. From time to time, we may offer a free trial subscription for a TRS service. If you register for a free trial subscription, we will begin to bill your account when the free trial subscription expires, unless you cancel your subscription before that time.

Payments and Billing

When you provide payment information, you represent and warrant that the information is accurate, that you are authorized to use the payment method provided, and that you will notify us of changes to the payment information. We reserve the right to utilize third party credit card updating services to obtain current expiration dates on credit cards.

Right of Cancellation; Return of Goods

When you subscribe to a TRS service, you have the right to cancel your contract within fourteen (14) days after your receipt and acceptance of these terms and you will receive a full refund of the subscription fee paid. For semi-annual and annual subscriptions, if notice of cancellation is received within the first thirty (30) days following the first day of initial billing, you will receive a refund of the subscription fee paid. If we refund your subscription fee, you will still be obligated to pay other charges incurred.

When you purchase a license to access digital content or virtual items, you will be given an opportunity to consent to delivery at the time of purchase. By consenting to delivery, you acknowledge that you have lost the right to cancel and the license purchase fee is non-refundable.

Pricing; Taxes

We may revise the pricing for products and services we offer. If you pay a periodic subscription fee for a TRS service, we will provide you with reasonable notice of changes to the fees or billing methods in advance of their effective date and you will be able to cancel your subscription prior to such change.

5. Competitions

Competitions that you enter on a TRS service may have supplemental rules and conditions, but the following general rules apply absent contrary terms in any supplemental rules or conditions for the competition.

Entries

Your competition entry is User Generated Content and subject to all provisions of these terms that govern your submission and our use of your User Generated Content. We may disqualify entries that are late, misdirected, incomplete, corrupted, lost, illegible or invalid or where appropriate parental consent was not provided. Competition entries are limited to one per person and entries via agents or third parties or the use of multiple identities are not permitted. Use of automated entries, votes or other programs is prohibited and all such entries (or votes) will be disqualified.

We reserve the right to modify, suspend, cancel or terminate a competition or extend or resume the entry period or disqualify any participant or entry at any time without giving advance notice. We will do so if it cannot be guaranteed the competition can be carried out fairly or correctly for technical, legal or other reasons, or if we suspect that any person has manipulated entries or results, provided false information or acted unethically. If we cancel or terminate a competition, prizes may be awarded in any manner we deem fair and appropriate consistent with local laws governing the competition.

Eligibility

To enter a competition, you must be a registered user of the TRS service hosting it and have an active account with current contact information. No purchase is necessary to enter a competition and a purchase will not improve your chances of winning. Competitions are not open to our employees (or their immediate families) or anyone else professionally associated with the competition. If you are under age 18 (or the age of majority under applicable law) and the competition is open to you, we may need your parent or guardian's consent before we can accept your entry. We reserve the right to request proof of identity or to verify eligibility conditions and potential winning entries, and to award any prize to a winner in person. Competitions are void where prohibited or restricted by law. Potential winners who are residents in jurisdictions where competitions require an element of skill may be required to answer a mathematical test in order to be eligible to win a prize.

Prizes

No cash or alternative prizes are available, except that we (or the party providing a prize) reserve the right to substitute a similar prize of equal or greater value. Prizes cannot be transferred (except to a child or other family member) or sold by winners. Only the number of prizes stated for the competition is available to be won and all prizes will be awarded provided a sufficient number of eligible entries are received and prizes are validly claimed by the date provided in connection with the competition, after which no alternate winners will be selected or unclaimed prizes awarded. Unless otherwise disclosed in the prize description prior to entry, winners are responsible for all costs and expenses associated with claiming a prize. All taxes are solely the responsibility of each winner, although we reserve the right to withhold applicable taxes and each winner agrees to complete any required tax forms.

6. Additional Provisions

Submissions and Unsolicited Ideas Policies

Our long-standing company policy does not allow us to accept or consider unsolicited creative ideas, suggestions or materials. In connection with anything you submit to us – whether or not solicited by us – you agree that creative ideas, suggestions or other materials you submit are not being made in confidence or trust and that no confidential or fiduciary relationship is intended or created between you and us in any way, and that you have no expectation of review, compensation or consideration of any type.

Severability

If any provision of these terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

Survival

The provisions of these terms which by their nature should survive the termination of these terms shall survive such termination.

Waiver

No waiver of any provision of these terms by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these terms shall not constitute a waiver of such right or provision.