

Rocket DAO

TERMS OF SERVICE

Effective Date: July 03, 2018

Welcome to Rocket DAO!

Thanks for choosing our platform and services ("Services"). The Services are provided under the brand-name Rocket DAO ("Rocket DAO").

By using our Services, you are agreeing to these terms. Please read them carefully.

This Terms of Use ("Agreement") is a binding contract between you, an individual user ("you"), and the applicable entity set forth in Section 16 ("Rocket DAO", "we", "us" or "our"), and governs your use of any website that links to these terms, including <https://rocketdao.io> (and all related subdomains) ("Site").

BY ACCESSING OR USING THE SITE, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, THEN YOU MUST NOT ACCESS OR USE THE SITE.

If you are accessing the Site on behalf of a business or corporate entity ("Organization"), then you hereby represent and warrant that you have the authority to bind that Organization and your acceptance of this Agreement will be treated as acceptance by the Organization. In that event, "User" (defined in Section 1.a) and "you" in this Agreement will refer to the Organization.

MATERIAL TERMS: As provided in greater detail in this Agreement (and without limiting the express language of this Agreement), you acknowledge the following:

- ✓ You consent to the collection, use and disclosure of information in accordance with the Rocket DAO [Privacy Policy](#) ("Privacy Policy");
- ✓ **THE SITE IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, ROCKET DAO'S LIABILITY TO YOU IN CONNECTION WITH THE SITE IS LIMITED, AND YOU BEAR ALL RISKS ASSOCIATED WITH ANY INVESTMENTS THAT YOU MAKE ON THE SITE;**

and

- ✓ We will resolve disputes arising under this Agreement through binding arbitration. **BY ACCEPTING THIS AGREEMENT, AS PROVIDED IN GREATER DETAIL IN SECTION 9 OF THIS AGREEMENT, YOU AND ROCKET DAO ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.**

1. GENERAL TERMS AND CONDITIONS.

You must follow any policies made available to you within the Services. Do not misuse our Services, for example, do not interfere with our Services or try to access them using a method other than the interface and the instructions that we provide. You may use our Services only as permitted by law, including applicable control laws and regulations. We may suspend or stop providing our Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

Description.

The public-facing part of the Site provides Users with general information about the products and services of Rocket DAO (the "Decentralized Funding Platform").

The authorized LOGIN/PASSWORD part of the Site provides extended access to the Rocket DAO services due to the chosen User role: INVESTOR, STARTUP, EXPERT

Rocket DAO for BACKER/INVESTOR:

- ✓ presents selected investment opportunities to individuals acting on their own behalf or as the representative of an Organization (each such individual or Organization, an "Backer/Investor"), who have registered Accounts (defined in Section 2) for the Rocket DAO Platform (defined in Section 2);
- ✓ allows to create new or join an existing Venture Funds fuelled by Ethereum smart-contracts;
- ✓ provides a safe, efficient and hustle-free environment for co-investment into audited and most prospective projects;
- ✓ allows to choose projects and vote for desired allocation;

Rocket DAO for STARTUP:

- ✓ makes project review by auditing the project information by the DAO's expert's community according to well-defined methodologies;
- ✓ connects projects with De-centralised Venture Funds;
- ✓ helps the valued projects to have an efficient way to attract investors minimizing their marketing costs;

Rocket DAO for EXPERT:

- ✓ allows to develop an evaluation methodology to audit of the blockchain startups;
- ✓ makes tasks for project evaluation in the field of expertise;
- ✓ provides the opportunity to monetize Expert skills and knowledge in the way of the fixed and additional profit;

Disclaimers and Other Terms.

TO THE FULLEST EXTENT PERMITTED BY LAW, AND WITHOUT LIMITING ANY OTHER TERMS IN THIS AGREEMENT, THE FOLLOWING TERMS APPLY:

Limitations on Liability.

NONE OF THE ROCKET DAO PARTIES WILL HAVE ANY LIABILITY TO YOU IN CONNECTION WITH:

- ✓ ANY OUTAGE OR UNAVAILABILITY OF THE SITE OR ANY PROBLEMS YOU MAY HAVE WITH FUNDING INVESTMENTS THAT YOU MAKE ON THE SITE;

- ✓ ANY SECURITY BREACH AFFECTING ANY FEATURE, CONTENT OR SERVICES AVAILABLE ON THE SITE; AND/OR
- ✓ THE PERFORMANCE OF ANY INVESTMENT THAT YOU MAKE ON THE SITE. YOU BEAR ALL RISKS OF USING THE SITE, AND YOU SHOULD ONLY INVEST AMOUNTS YOU ARE WILLING AND ABLE TO LOSE.

No Guarantee.

NONE OF THE ROCKET DAO PARTIES MAKES ANY REPRESENTATIONS REGARDING THE LIKELIHOOD OR PROBABILITY THAT ANY INVESTMENT MADE WITH THE HELP OF THE SITE WILL ACHIEVE A PARTICULAR INVESTMENT OUTCOME OR GOAL. PAST PERFORMANCE IS NOT A GUARANTEE OF FUTURE SUCCESS, AND VOLATILITY MEANS THAT RETURNS IN ANY PERIOD MAY BE FAR ABOVE OR BELOW THOSE OF PREVIOUS PERIODS. YOU MAY LOSE ALL OR PART OF ANY INVESTMENT YOU MAKE WITH THE HELP OF THE SITE. YOU FURTHER ACKNOWLEDGE AND AGREE THAT NONE OF THE ROCKET DAO PARTIES MAKES ANY GUARANTEES OR OTHER COMMITMENTS ABOUT YOUR ABILITY TO ACCESS OR USE THE SITE.

Information Submitted to Us; Identity Checks.

YOU ARE SOLELY RESPONSIBLE FOR ENSURING THE ACCURACY AND COMPLETENESS OF ALL INFORMATION AND MATERIALS THAT YOU PROVIDE TO US IN CONNECTION WITH YOUR USE OF THE SITE, INCLUDING, WITHOUT LIMITATION, ALL INFORMATION AND MATERIAL THAT YOU PROVIDE TO US IN CONNECTION WITH US CHECKING YOUR BACKGROUND AS FURTHER DESCRIBED BELOW. YOU HEREBY REPRESENT AND WARRANT THAT:

- ✓ ALL SUCH INFORMATION AND MATERIALS ARE TRUE, ACCURATE AND COMPLETE IN ALL RESPECTS, COMPLY WITH ALL APPLICABLE LAWS, RULES AND REGULATIONS AND DO NOT VIOLATE OR INFRINGE ANY THIRD PARTY RIGHTS; AND
- ✓ YOU WILL IMMEDIATELY NOTIFY US ABOUT, AND CORRECT, ANY INACCURACY IN ANY SUCH MATERIALS OR INFORMATION.

YOU ACKNOWLEDGE THAT WE WILL CHECK YOUR BACKGROUND AND IDENTITY AS REQUIRED BY APPLICABLE LAWS IN CONNECTION WITH CERTAIN USES OF THE SITE. YOU HEREBY AUTHORIZE US TO, DIRECTLY OR THROUGH THIRD PARTIES (TELEGRAM.PASSPORT PROJECT, FOR EXAMPLE), MAKE ANY INQUIRIES AND CONDUCT ANY INVESTIGATION WE CONSIDER NECESSARY OR HELPFUL TO VERIFY YOUR IDENTITY AND TO TAKE ANY ACTIONS WE DEEM NECESSARY OR HELPFUL BASED ON THE RESULTS OF SUCH INQUIRIES AND INVESTIGATIONS. YOU FURTHER AUTHORIZE ANY AND ALL THIRD PARTIES TO WHICH ANY SUCH INQUIRIES OR INVESTIGATIONS MAY BE DIRECTED TO FULLY RESPOND TO SUCH INQUIRIES OR INVESTIGATIONS. YOU ACKNOWLEDGE AND AGREE THAT WE MAY, IN OUR SOLE DISCRETION, DENY YOU THE RIGHT TO USE THE SITE. NONE OF THE ROCKET DAO PARTIES WILL HAVE ANY LIABILITY TO YOU FOR ANY LIABILITY OR OTHER LOSSES ARISING FROM ANY INQUIRIES OR INVESTIGATIONS ARISING UNDER THIS SECTION.

External Wallets.

YOU ACKNOWLEDGE AND AGREE THAT:

- ✓ WE HAVE NO CONTROL OVER ANY WALLET THAT YOU MAY USE IN CONNECTION WITH YOUR USE OF THE SITE ("WALLET");

- ✓ ALL WALLETS ARE PROVIDED BY THIRD PARTIES THAT WE HAVE NO RIGHT OR ABILITY TO CONTROL; AND
- ✓ ANY DISPUTE BETWEEN YOU AND ANY THIRD PARTY WALLET PROVIDER IS BETWEEN YOU AND THAT THIRD PARTY WALLET PROVIDER.

Investors.

THE ONLY PEOPLE WHO ARE AUTHORIZED TO INVEST USING THE SITE ARE SOPHISTICATED INVESTORS WITH PERSONAL OR PROFESSIONAL EXPERIENCE ASSESSING THE LONG TERM BUSINESS PROSPECTS OF INVESTMENTS THAT MAY CONTAIN A HIGH DEGREE OF RISK. INVESTORS MUST UNDERSTAND THAT INVESTMENTS AVAILABLE ON THE SITE ARE SUBJECT TO A HIGH LIKELIHOOD OF LOSS AND LONG PERIOD OF ILLIQUIDITY. IN ADDITION, IF YOU ARE USING THE SITE AS AN INVESTOR IN THE UNITED STATES, YOU MUST QUALIFY AS AN "ACCREDITED INVESTOR" AS DEFINED IN RULE 501 OF REGULATION D UNDER THE SECURITIES ACT OF 1933, AND BE SOPHISTICATED ENOUGH TO PROTECT YOUR OWN INTERESTS. WE MAY ASK YOU FOR INFORMATION NEEDED TO CONFIRM YOUR STATUS AS AN ACCREDITED INVESTOR, OR TO CONFIRM OTHER INFORMATION ABOUT YOUR STATUS PRIOR TO ALLOWING YOU TO INVEST THROUGH THE SITE OR ANYTIME THEREAFTER.

Additional Terms.

We may require you to agree to additional terms and/or policies from time-to-time in connection with your use of the Site ("Additional Terms"). Such Additional Terms may include terms that govern your rights in connection with any investments you make as Sponsors and with any advice you receive from the Investment Adviser, including, without limitation, the terms of the Investment Advisory Agreement you must execute with the Investment Adviser prior to accessing the Decentralized Funding Platform ("Investment Terms"), as those Investment Terms are not subject to this Agreement. Except as expressly stated otherwise in Additional Terms, any Additional Terms are hereby incorporated into and subject to this Agreement, and this Agreement will control in the event of any conflict or inconsistency with the Additional Terms to the extent of the conflict or inconsistency; provided, however, that any Investment Terms are not incorporated into this Agreement, and if there is any conflict or inconsistency between this Agreement and any Investment Terms, then the Investment Terms will control to the extent of the conflict or inconsistency.

In connection with your use of the Services, we may send you service announcements, administrative messages and other information. You may opt out of some of those communications.

Changes to this Agreement.

You understand and agree that Rocket DAO may change this Agreement at any time without prior notice. You may read a current, effective copy of this Agreement at any time by selecting the appropriate link on the Site. The revised Agreement will become effective at the time of posting, and your use of the Site after such time will constitute your acceptance of the revised Agreement. If any change to this Agreement is not acceptable to you, then your sole remedy is to stop using the Site. Notwithstanding the preceding sentences of this Section, no revisions to this Agreement will apply to any dispute between you and Rocket DAO that arose prior to the effective date of those revisions.

Consideration.

Rocket DAO currently provides you with access to the Site for free. In return for enjoying this free access, you acknowledge and agree that we may generate revenues, increase goodwill or

otherwise increase the value of Rocket DAO from your use of the Site, and you will have no right to share in any such revenues, goodwill or value whatsoever. However, we may charge you fees for certain uses of the Site. If we do, then we will notify you of those fees before you have an obligation to pay them.

Privacy Policy.

Use of the Site is also subject to Rocket DAO's [Privacy Policy](#), which is incorporated into this Agreement by reference.

Jurisdictional Issues.

Rocket DAO makes no representation that materials on the Site are appropriate, lawful or available for use in any locations other than the Gibraltar. Those who choose to access or use the Site from locations outside the Gibraltar do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

Eligibility.

THE SITE IS NOT FOR PERSONS UNDER THE AGE OF 13 OR FOR ANY USERS PREVIOUSLY SUSPENDED OR BLOCKED FROM THE SITE BY ROCKET DAO. IF YOU ARE UNDER 13 YEARS OF AGE, THEN YOU MUST NOT USE OR ACCESS THE SITE AT ANY TIME OR IN ANY MANNER. Furthermore, by using the Site, you affirm that you are at least 18 years of age and otherwise have the legal capacity to contract.

Mobile Services.

Some of our Services are available on mobile devices. Do not use such Services in a way that distracts you and prevents you from obeying traffic or safety laws.

The Site will be accessible via a mobile phone, tablet or other wireless device (collectively, "Mobile Services"). Your mobile carrier's normal messaging, data and other rates and fees will apply to your use of the Mobile Services. In addition, downloading, installing or using certain Mobile Services may be prohibited or restricted by your mobile carrier, and not all Mobile Services may work with all carriers or devices. Therefore, you are solely responsible for checking with your mobile carrier to determine if the Mobile Services are available for your mobile device(s), what restrictions, if any, may be applicable to your use of the Mobile Services, and how much they will cost you. Nevertheless, all use of the Site and the related Mobile Services must be in accordance with this Agreement.

2. REGISTRATION. ACCOUNTS.

Log-In Credentials.

While you may always browse public-facing portions of the Site without registering with us, in order to access the password-protected portion of the Site (the "Decentralized Funding Platform") and be able to use the advantages of the Rocket DAO platform in its entirety, you need to register an account with us (an "Account").

Account Security.

To protect your Rocket DAO Account, keep your password confidential. Try not to reuse your Rocket DAO Account password on third-party applications.

You are responsible for the security of your Account, and are fully responsible for all activities that occur through the use of your credentials RocketDAO Account. You agree to notify us immediately at support@rocketdao.io if you suspect or know of any unauthorized use of your

log-in credentials or any other breach of security with respect to your Account. We will not be liable for any loss or damage arising from unauthorized use of your credentials. Separate log-in credentials may be required to access External Sites (defined in Section 7 below).

Accuracy of Information.

When creating an Account, you will provide true, accurate, current and complete information as we request. You will update the information about yourself promptly, and as necessary, to keep it current and accurate. We reserve the right to disallow, cancel, remove or reassign certain usernames and permalinks in appropriate circumstances, as determined by us in our sole discretion, and may, with or without prior notice, suspend or terminate your Account if activities occur on your Account which, in our sole discretion, would or might constitute a violation of this Agreement, cause damage to or impair the Site, infringe or violate any third party rights, damage or bring into disrepute the reputation of Rocket DAO, or violate any applicable laws or regulations. If messages sent to the e-mail address you provide are returned as undeliverable, then we may terminate your Account immediately without notice to you and without any liability to you or any third party.

3. INTELLECTUAL PROPERTY RIGHTS.

License.

Subject to your complete and ongoing compliance with this Agreement, Rocket DAO hereby grants you a revocable, non-exclusive, non-transferable, non-sublicensable, royalty-free and worldwide right and license to access and use the Site solely in strict compliance with the provisions of this Agreement and as permitted by the functionalities of the Site available to you.

Content.

The content that Rocket DAO provides to you on the Site, including, without limitation, any text, graphics, software, interactive features, information or other materials, is protected by copyright or other intellectual property rights and owned by Rocket DAO or its licensors (collectively, the "Rocket DAO Content"). Moreover, Rocket DAO or its licensors own all design rights, database and compilation rights and other intellectual property rights in and to the Site, in each case whether registered or unregistered, and any related goodwill.

Marks.

The Rocket DAO trademarks, service marks and logos (collectively, the "Rocket DAO Trademarks") used and displayed on the Site are Rocket DAO's registered and/or unregistered trademarks or service marks. Any other product and service names located on any part of the Site may be trademarks or service marks owned by third parties (collectively with the Rocket DAO Trademarks, the "Trademarks"). Except as otherwise permitted by law, you may not use the Trademarks to disparage Rocket DAO or the applicable third party, Rocket DAO's or a third party's products or services, or in any manner (using commercially reasonable judgment) that may damage any goodwill in the Trademarks. You may not use any Trademarks as part of a link to or from any website without Rocket DAO's prior express written consent. All goodwill generated from the use of any Rocket DAO Trademark will inure solely to Rocket DAO's benefit.

Restrictions.

Rocket DAO hereby reserves all rights not expressly granted to you in this Section 3. Accordingly, nothing in this Agreement or on the Site will be construed as granting to you, by

implication, estoppel or otherwise, any additional license rights in and to the Site or any Rocket DAO Content or Trademarks located or displayed on or within the Site.

4. CONTENT.

General.

Certain features on the Site may allow you to submit or upload (collectively, "Submit") content to the Site, such as User profile content or other materials subject to intellectual property or similar laws ("User Content"). For all User Content that you Submit to the Site, you hereby grant us (and those we work with) a worldwide license to use, exploit, host, store, transmit, reproduce, modify, create derivative works of (such as those resulting from changes we make so that your User Content works better with our Site), publish, publicly perform and display and distribute such content; provided that we will not share with other Users any User Content that you Submit to the Site that is not viewable by other Users based on any privacy settings available on the Site. The rights you grant in this Section are for the purpose of operating, promoting, and improving our Site and business and this license continues even if you stop using our Site.

You Must Have Rights to the Content You Submit. You represent and warrant that:

- ✓ you own the User Content Submitted by you or otherwise have the right to grant the license set forth in this Agreement;
- ✓ the Submission of your User Content and the use of the same as contemplated in this Agreement does not and will not violate any right of any third party;
- ✓ the Submission of your User Content will not require us to pay any amounts or provide any attribution to any third parties; and
- ✓ the Submission of your User Content does not result in a breach of contract between you and a third party.

Disclaimer. Your Content in our Services

Our Services allow you to upload, submit, store, send or receive content You retain ownership of any intellectual property rights that you hold in that content. In short, what belongs to you stays yours.

When you upload, submit, store, send or receive content to or through our Services, you give Rocket DAO (and those we work with) a worldwide license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes that we make so that your content works better with our Services), communicate, publish, publicly perform, publicly display and distribute such content. The rights that you grant in this license are for the limited purpose of operating, promoting and improving our Services, and to develop new ones. This license continues even if you stop using our Services. Some Services may offer you ways to access and remove content that has been provided to that Service. Also, in some of our Services, there are terms or settings that narrow the scope of our use of the content submitted in those Services. Make sure that you have the necessary rights to grant us this license for any content that you submit to our Services.

If you have a RocketDAO Account, we may display your Profile name, Profile photo and actions you take on RocketDAO or on third-party applications connected to your RocketDAO Account (such as you write and comments you post) in our Services, including displaying in ads and other commercial contexts. We will respect the choices you make to limit sharing or visibility settings in your RocketDAO Account. For example, you can choose your settings so that your name and photo do not appear in ads.

You can find more information about how RocketDAO uses and stores content in the Privacy Policy or additional terms for particular Services. If you submit feedback or suggestions about our Services, we may use your feedback or suggestions without obligation to you.

We are under no obligation to edit or control User Content that you Submit, and will not be in any way responsible or liable for User Content. Rocket DAO may, however, at any time and without prior notice, screen, remove, edit or block any User Content that in our sole judgment violates this Agreement or is otherwise objectionable, such as, without limitation, User Content that Rocket DAO determines is or could be interpreted to be abusive, bigoted, defamatory, harassing, harmful, infringing, obscene, offensive, pornographic, racist, threatening, unlawful, vulgar or otherwise inappropriate (collectively, "Objectionable Content"). Further, we may, in our sole discretion, take any action we deem necessary and/or appropriate against any User who Submits Objectionable Content, including, but not limited to, warning the User or suspending or terminating the User's Account.

5. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENTS.

Respect of Third Party Rights.

We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. §512, as amended). If you have an intellectual property rights-related complaint about material appearing on the Site, then you may contact our Designated Agent by e-mail: support@rocketdao.io

Any notice alleging that materials hosted by or distributed through the Site infringe intellectual property rights ("Notification of Claimed Infringement") must include the following information:

- ✓ an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
- ✓ a description of the copyrighted work or other intellectual property that you claim has been infringed;
- ✓ a description of the material that you claim is infringing and where it is located on the Site;
- ✓ your address, telephone number and email address;
- ✓ a statement by you that you have a good faith belief that the use of the materials on the Site of which you are complaining is not authorized by the copyright owner, its agent or the law; and
- ✓ a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Repeat Infringer Policy.

Rocket DAO's intellectual property policy is to:

- ✓ remove or disable access to material that Rocket DAO believes in good faith, upon notice from an intellectual property owner or his or her agent, is infringing the intellectual property of a third party by being made available through the Site;
- ✓ remove any User Content Submitted by Users who are determined to be "repeat infringers"; and
- ✓ promptly terminate the Accounts of repeat infringers.

Rocket DAO currently considers a "repeat infringer" to be any User that has Submitted User Content and for whom Rocket DAO has received more than two takedown notices compliant

with respect to such User Content. Rocket DAO has discretion, however, to terminate the Account of any User after receipt of a single Notification of Claimed Infringement (as defined in Section 5) or upon Rocket DAO's own determination.

6. RESTRICTION ON USE OF THE SITE.

Without limiting any other terms of this Agreement, you agree not to (and not to attempt to):

- ✓ decipher, decompile, disassemble or reverse engineer any of the software or source code comprising or making up the Site;
- ✓ use any device, software or routine to interfere or attempt to interfere with the proper working of the Site, or any activity conducted thereon;
- ✓ delete or alter any material Rocket DAO makes available on the Site;
- ✓ frame or link to any of the materials or information available on the Site;
- ✓ use or exploit any Trademarks or Rocket DAO Content in any manner that is not expressly authorized by this Agreement;
- ✓ access, tamper with or use non-public areas of the Site, Rocket DAO's (and its hosting company's) computer systems and infrastructure or the technical delivery systems of Rocket DAO's providers;
- ✓ provide any false information to Rocket DAO;
- ✓ create a false identity or impersonate another person or entity in any way;
- ✓ restrict, discourage or inhibit any person from using the Site;
- ✓ use the Site, without Rocket DAO's prior express written consent, for any unauthorized purpose;
- ✓ gain unauthorized access to the Site, other Users' Accounts or to other computers or websites connected or linked to the Site;
- ✓ transmit to the Site any virus, worm, spyware or any other computer code, file or program that may or is intended to disable, overburden, impair, damage or hijack the operation of any hardware, software or telecommunications equipment, or any other aspect of the Site or communications equipment and computers connected thereto;
- ✓ violate any federal, state or local laws or regulations or the terms of this Agreement; or
- ✓ assist or permit any person in engaging in any of the activities described above.

7. EXTERNAL SITES.

The Site may contain links to other websites or other online properties that are not owned or controlled by Rocket DAO (collectively, "External Sites"). Rocket DAO does not make any representations regarding the content or accuracy of any materials on External Sites. You should contact the site administrator or Webmaster for External Sites if you have any concerns regarding content located on those External Sites. You should take precautions when downloading files from all websites to protect your devices from viruses and other destructive programs. If you decide to access any External Sites, then you do so at your own risk. Further, you will be solely responsible for compliance with any terms of service or similar terms imposed by any External Site in connection with your use of External Sites.

8. FEEDBACK.

If you choose to provide us with input or suggestions regarding problems with or proposed modifications or improvements to the Site ("Feedback"), then you hereby grant to us a non-

exclusive, perpetual, irrevocable, transferable, sublicensable (through multiple tiers), worldwide and royalty-free right to use and exploit the Feedback in any manner and for any purpose without any restriction, credit, attribution or fees due to you.

9. DISPUTE RESOLUTION.

General.

In the interest of resolving disputes between you and Rocket DAO in the most expedient and cost effective manner, you and Rocket DAO agree that any dispute arising out of or in any way related to this Agreement or your use of the Site will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or in any way related to this Agreement or your use of the Site, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, and regardless of whether a claim arises during or after the termination of this Agreement. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND ROCKET DAO ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION AND THAT THIS AGREEMENT SHALL BE SUBJECT TO AND GOVERNED BY THE LAW OF GIBRALTAR.

Exceptions.

Notwithstanding Section 9 above, nothing in this Agreement will be deemed to waive, preclude or otherwise limit the right of either party to:

- ✓ bring an individual action in small claims court;
- ✓ pursue an enforcement action through the applicable federal, state or local agency if that action is available;
- ✓ seek injunctive relief in aid of arbitration from a court of competent jurisdiction; or
- ✓ to file suit in a court of law to address an intellectual property infringement claim.

Notice and Process.

A party who intends to seek arbitration must first send a written notice of the dispute to the other party ("Notice") by email at support@rocketdao.io Attn: DISPUTE NOTICE. The Notice must:

- ✓ describe the nature and basis of the claim or dispute; and
- ✓ set forth the specific relief sought ("Demand").

The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice is received, then you or Rocket DAO may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Rocket DAO must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the dispute is finally resolved through arbitration in your favor with a monetary award that exceeds the last written settlement amount offered by Rocket DAO prior to selection of an arbitrator, then Rocket DAO will pay you the highest of the following:

- ✓ the amount awarded by the arbitrator, if any;
- ✓ the last written settlement amount offered by Rocket DAO in settlement of the dispute prior to the arbitrator's award; or
- ✓ \$5,000.

Fees.

If you commence arbitration in accordance with this Agreement, then Rocket DAO will reimburse you for your payment of the filing fee, unless your claim is for more than \$5,000 or as set forth below, in which case the payment of any fees will be decided. Any arbitration hearing will take place at a location to be agreed upon in New York, New York, but if the claim is for \$15,000 or less, then you may choose whether the arbitration will be conducted:

- ✓ solely on the basis of documents submitted to the arbitrator;
- ✓ through a non-appearance based telephone hearing; or
- ✓ by an in-person hearing as established in the county (or parish) of your billing address.

If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose, then the payment of all fees will be governed by the Law of Gibraltar. In that case, you agree to reimburse Rocket DAO for all monies previously disbursed by it that are otherwise your obligation to pay. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. Each party agrees that such written decision, and information exchanged during arbitration, will be kept confidential except to the extent necessary to enforce or permit limited judicial review of the award. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits. Notwithstanding anything in this Agreement to the contrary, and for the avoidance of doubt, the arbitrator can award injunctive relief as a remedy in any arbitration required under these dispute resolution provisions.

No Class Actions.

YOU AND ROCKET DAO AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Rocket DAO agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Modifications to this Arbitration Provision.

Except as otherwise provided in this Agreement, if Rocket DAO makes any future change to this arbitration provision, other than a change to Rocket DAO's address for Notice, then you may reject the change by sending us written notice within 30 days of the change to Rocket DAO's address for Notice, in which case this arbitration provision, as in effect immediately prior to the changes you rejected, will continue to govern any disputes between you and Rocket DAO.

10. LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES.

THE TERMS OF THIS SECTION 10 APPLY TO THE FULLEST EXTENT PERMITTED BY LAW:

- ✓ NONE OF THE ROCKET DAO PARTIES MAKES ANY WARRANTIES OR REPRESENTATIONS ABOUT THE SITE OR ANY CONTENT THEREON. ACCORDINGLY, THE SITE AND ALL CONTENT THEREON ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND THE ROCKET DAO PARTIES HEREBY DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND FITNESS FOR A PARTICULAR PURPOSE.

- ✓ WITHOUT LIMITING THE SECTION ABOVE, THE ROCKET DAO PARTIES DO NOT WARRANT THAT THE SITE AND ANY CONTENT THEREON ARE FREE OF ERRORS, COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. IF YOUR USE OF THE SITE OR ANY CONTENT THEREON RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, THEN NO ROCKET DAO PARTY WILL BE RESPONSIBLE FOR THOSE COSTS.
- ✓ IN NO EVENT WILL ANY ROCKET DAO PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM, OR IN CONNECTION WITH, THE SITE AND ANY CONTENT THEREON, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF THE ROCKET DAO PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ROCKET DAO'S LIABILITY, AND THE LIABILITY OF ANY OF THE OTHER ROCKET DAO PARTIES, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE ARISING FROM THIS AGREEMENT IS LIMITED TO U.S. \$100.
- ✓ THERE MAY BE INADVERTENT TECHNICAL OR FACTUAL INACCURACIES AND TYPOGRAPHICAL ERRORS IN INFORMATION OR MATERIALS ON THE SITE, AND NONE OF THE ROCKET DAO PARTIES MAKES ANY WARRANTIES REGARDING THE ACCURACY, COMPLETENESS OR TIMELINESS OF SUCH INFORMATION OR MATERIALS. NONE OF THE ROCKET DAO PARTIES PROVIDES ANY GUARANTEES AGAINST THE POSSIBILITY OF DELETION, MIS-DELIVERY OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS, OR OTHER DATA. THE ROCKET DAO PARTIES HEREBY EXPRESSLY DISCLAIM ALL LIABILITY FOR ERRORS OR OMISSIONS IN, OR THE MISUSE OR MISINTERPRETATION OF, ANY INFORMATION OR MATERIALS CONTAINED ON THE SITE.
- ✓ NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ANY OF THE ROCKET DAO PARTIES OR OTHERWISE THROUGH THE SITE, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

11. THIRD PARTY DISPUTES.

ANY DISPUTE YOU HAVE WITH ANY THIRD PARTY, INCLUDING OTHER USERS, IN CONNECTION WITH YOUR USE OF THE SITE IS DIRECTLY BETWEEN YOU AND SUCH THIRD PARTY. ACCORDINGLY, TO THE FULLEST EXTENT PERMITTED BY LAW, YOU HEREBY IRREVOCABLY RELEASE THE ROCKET DAO PARTIES FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

12. INDEMNIFICATION.

To the fullest extent permitted by law, you agree to defend, indemnify and hold harmless the Rocket DAO Parties from and against any claims, actions or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from:

- ✓ your breach of this Agreement; or

- ✓ your access to, use or misuse of the Rocket DAO Content, Trademarks or any part of the Site; or
- ✓ any false, inaccurate or misleading information you provide to Rocket DAO.

Rocket DAO will provide notice to you of any such claim, suit or proceeding. Rocket DAO reserves the right, in its sole discretion, to assume the exclusive defense and control of any matter which is subject to indemnification under this Section at your sole expense if Rocket DAO believes that you are unwilling or incapable of defending Rocket DAO's interests. In such case, you agree to cooperate with any reasonable requests assisting Rocket DAO's defense of such matter at your sole expense. Notwithstanding the foregoing, nothing contained in this Agreement shall constitute a waiver by any investor of any of his, her or its legal rights under applicable Gibraltar laws or any other laws whose applicability is not permitted to be contractually waived.

13. AGREEMENT TERM AND TERMINATION.

Term.

As between you and Rocket DAO, the term of this Agreement commences on your first use of the Site and continues until the termination of this Agreement by either you or Rocket DAO.

Suspension, Termination and Cancellation.

You may terminate this Agreement by sending written notification to us at support@rocketdao.io and terminating your use of the Site. We reserve the right, in our sole discretion, to restrict, suspend, or terminate your access to all or any part of the Site or to terminate this Agreement at any time without prior notice or liability if you breach any provision of this Agreement or violate the rights of any third party on or through the Site. We reserve the right to change, suspend, or discontinue all or any part of the Site at any time without prior notice or liability.

Modifying and Terminating our Services

We are constantly changing and improving our Services. We may add or remove functionalities or features and we may suspend or stop a Service altogether. You can stop using our Services at any time, although we would be sorry to see you go. Rocket DAO may also stop providing Services to you or add or create new limits to our Services at any time.

14. CONCENT TO ELECTRONIC COMMUNICATIONS.

By using the Site, you consent to receiving certain electronic communications from us as further described in the [Privacy Policy](#) and, if you use the Site as an Investor, the onboarding questionnaire that you must submit when registering for the Decentralized Funding Platform. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

15. MISCELLANEOUS.

This Agreement is governed by the internal substantive laws of Gibraltar without respect to its conflict of laws provisions. You agree that no joint venture, partnership, employment or agency relationship exists between you and Rocket DAO as a result of this Agreement or use of the Site. If any provision of this Agreement is found to be invalid by any court or arbitrator having

competent jurisdiction, then the invalidity of such provision will not affect the validity of the remaining provisions of this Agreement, which will remain in full force and effect. Failure of Rocket DAO to act on or enforce any provision of this Agreement will not be construed as a waiver of that provision or any other provision in this Agreement. No waiver will be effective against Rocket DAO unless made in writing, and no such waiver will be construed as a waiver in any other or subsequent instance. This Agreement constitutes the entire agreement between you and Rocket DAO with respect to the subject matter hereof, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter hereof. The Section headings are provided merely for convenience and will not be given any legal import. This Agreement will inure to the benefit of our successors and assigns. You may not assign this Agreement or any of the rights or licenses granted hereunder without the prior express written consent of Rocket DAO. "Assignment" as used in the prior sentence includes any changes of control or sale of stock or assets of any Organization. Rocket DAO may assign this Agreement, including all its rights hereunder, without restriction. This Agreement may only be amended in a writing signed by you and an authorized representative of Rocket DAO, except as provided in Section 1. You acknowledge and agree that you have had the opportunity to consult legal counsel in connection with this Agreement even if you chose not to do so, and this Agreement will not be construed against you or Rocket DAO as drafter.

16. CONTRACTING PARTY.

If you use the Site then you are contracting with Rocket DAO platform on the name of SOFTECH LTD.

17. CONTACT US.

If you would like to contact us for any reason e-mail us at support@rocketdao.io