

# TERMS OF USE

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## AGREEMENT TO TERMS

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and ROKER INC. (“Company”, “we”, “us”, or “our”), concerning your access to and use of RokerPLUS as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, RokerPLUS). You agree that by accessing the Site, you have read, understood, and agree to be bound by all of these Terms of Use. **IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING ROKERPLUS AND YOU MUST DISCONTINUE USE IMMEDIATELY.**

Supplemental terms and conditions or documents that may be posted on RokerPLUS from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of these Terms of Use, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of RokerPLUS after the date such revised Terms of Use are posted.

The information provided on RokerPLUS is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access RokerPLUS from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

RokerPLUS is not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.), so if your interactions would be subjected to such laws, you may not use this Site. You may not use RokerPLUS in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

RokerPLUS is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for RokerPLUS.

## INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, RokerPLUS is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and

graphics on RokerPLUS (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, international copyright laws, and international conventions. The Content and the Marks are provided on RokerPLUS “AS IS” for your information and personal use only. Except as expressly provided in these Terms of Use, no part of RokerPLUS and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use RokerPLUS, you are granted a limited license to access and use RokerPLUS and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to RokerPLUS, the Content and the Marks.

## USER REPRESENTATIONS

By using RokerPLUS, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms of Use; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not access RokerPLUS through automated or non-human means, whether through a bot, script or otherwise; (6) you will not use RokerPLUS for any illegal or unauthorized purpose; and (7) your use of RokerPLUS will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of RokerPLUS (or any portion thereof).

## USER REGISTRATION

You may be required to register with RokerPLUS. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

## FEES AND PAYMENT

We accept the following forms of payment:  
- Visa

- Mastercard
- American Express
- Discover
- PayPal
- Google Pay
- Apple Pay

You may be required to purchase or pay a fee to access some of our services. You agree to provide current, complete, and accurate purchase and account information for all purchases made via RokerPLUS. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. We bill you through an online billing account for purchases made via RokerPLUS. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in U.S. dollars.

You agree to pay all charges or fees at the prices then in effect for your purchases, and you authorize us to charge your chosen payment provider for any such amounts upon making your purchase. If your purchase is subject to recurring charges, then you consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until you notify us of your cancellation.

We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment. We also reserve the right to refuse any order placed through RokerPLUS.

## SOFTWARE

We may include software for use in connection with our services. If such software is accompanied by an end user license agreement (“EULA”), the terms of the EULA will govern your use of the software. If such software is not accompanied by a EULA, then we grant to you a non-exclusive, revocable, personal, and non-transferable license to use such software solely in connection with our services and in accordance with these Terms of Use. Any Software and any related documentation is provided “as is” without warranty of any kind, either express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. You accept any and all risk arising out of use or performance of any Software. You may not reproduce or redistribute any software except in accordance with the EULA or these Terms of Use.

## PROHIBITED ACTIVITIES

You may not access or use RokerPLUS for any purpose other than that for which we make the Site available. RokerPLUS may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of RokerPLUS, you agree not to:

1. Systematically retrieve data or other content from RokerPLUS to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
2. Make any unauthorized use of RokerPLUS, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
3. Use a buying agent or purchasing agent to make purchases on RokerPLUS.
4. Use RokerPLUS to advertise or offer to sell goods and services.
5. Circumvent, disable, or otherwise interfere with security-related features of RokerPLUS, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of RokerPLUS and/or the Content contained therein.
6. Engage in unauthorized framing of or linking to RokerPLUS.
7. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
8. Make improper use of our support services or submit false reports of abuse or misconduct.
9. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
10. Interfere with, disrupt, or create an undue burden on RokerPLUS or the networks or services connected to RokerPLUS.
11. Attempt to impersonate another user or person or use the username of another user.
12. Sell or otherwise transfer your profile.
13. Use any information obtained from RokerPLUS in order to harass, abuse, or harm another person.
14. Disparage, tarnish, or otherwise harm, in our opinion, us and/or RokerPLUS.
15. Use RokerPLUS in a manner inconsistent with any applicable laws or regulations.
16. Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses RokerPLUS, or using or launching any unauthorized script or other software.
17. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats (“gifs”), 1 1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as “spyware” or “passive collection mechanisms” or “pcms”).
18. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party’s uninterrupted use and enjoyment of RokerPLUS or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of RokerPLUS.
19. Copy or adapt RokerPLUS’s software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
20. Delete the copyright or other proprietary rights notice from any Content.
21. Attempt to bypass any measures of RokerPLUS designed to prevent or restrict access to RokerPLUS, or any portion of RokerPLUS.
22. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of RokerPLUS.

23. Use RokerPLUS as part of any effort to compete with us or otherwise use RokerPLUS and/or the Content for any revenue-generating endeavor or commercial enterprise.
24. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of RokerPLUS to you.

## USER GENERATED CONTRIBUTIONS

RokerPLUS has API-based integrations with third-party applications, where PLUS is responsible for either send the data to partner solutions or retrieve data from partner solutions using APIs. RokerPLUS also integrates with hardware using its standard API offerings.

RokerPLUS may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on RokerPLUS, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of RokerPLUS and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

1. The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
2. You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, RokerPLUS, and other users of RokerPLUS to use your Contributions in any manner contemplated by RokerPLUS and these Terms of Use.
3. You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by RokerPLUS and these Terms of Use.
4. Your Contributions are not false, inaccurate, or misleading.
5. Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
6. Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
7. Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
8. Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
9. Your Contributions do not violate any applicable law, regulation, or rule.
10. Your Contributions do not violate the privacy or publicity rights of any third party.
11. Your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.
12. Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.

13. Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.

14. Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms of Use, or any applicable law or regulation.

Any use of RokerPLUS in violation of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use RokerPLUS.

## CONTRIBUTION LICENSE

By posting your Contributions to any part of RokerPLUS or making Contributions accessible to RokerPLUS by linking your account from RokerPLUS to any of your social networking accounts, you

automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retile, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on RokerPLUS. You are solely responsible for your Contributions to RokerPLUS and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorize any Contributions to place them in more appropriate locations on RokerPLUS; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

## GUIDELINES FOR REVIEWS

We may provide you areas on RokerPLUS to leave reviews or ratings. When posting a review,

you must comply with the following criteria: (1) you should have firsthand experience with the person/entity being reviewed; (2) your reviews should not contain offensive profanity, or abusive, racist, offensive, or hate language; (3) your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability; (4) your reviews should not contain references to illegal activity; (5) you should not be affiliated with competitors if posting negative reviews; (6) you should not make any conclusions as to the legality of conduct; (7) you may not post any false or misleading statements; and (8) you may not organize a campaign encouraging others to post reviews, whether positive or negative.

We may accept, reject, or remove reviews in our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners. We do not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully-paid, assignable, and sublicensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to reviews.

## USE LICENSE

If you access RokerPLUS, then we grant you a revocable, nonexclusive, non-transferable, limited right use RokerPLUS on electronic devices owned or controlled by you, and to access and use RokerPLUS on such devices strictly in accordance with the terms and conditions of this license contained in these Terms of Use. You shall not: (1) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt RokerPLUS; (2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from RokerPLUS; (3) violate any applicable laws, rules, or regulations in connection with your access or use of RokerPLUS; (4) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of RokerPLUS; (5) use RokerPLUS for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended; (6) make RokerPLUS available over a network or other environment permitting access or use by multiple devices or users at the same time; (7) use RokerPLUS for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for it; (8) use RokerPLUS to send automated queries to any website or to send any unsolicited commercial e-mail; or (9) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with RokerPLUS.

## SOCIAL MEDIA

As part of the functionality of RokerPLUS, you may link your account with online accounts you have with third-party service providers (each such account, a “Third-Party Account”) by either: (1) providing your Third-Party Account login information through RokerPLUS; or (2) allowing us to access your Third-Party Account, as is permitted under the applicable terms

and conditions that govern your use of each Third-Party Account. You represent and warrant that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account, without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the third-party service provider of the Third-Party Account. By granting us access to any Third-Party Accounts, you understand that (1) we may access, make available, and store (if applicable) any content that you have provided to and stored in your Third-Party Account (the "Social Network Content") so that it is available on and through RokerPLUS via your account, including without limitation any friend lists and (2) we may submit to and receive from your Third-Party Account additional information to the extent you are notified when you link your account with the Third-Party Account. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your account on RokerPLUS. Please note that if a Third-Party Account or associated service becomes unavailable or our access to such Third-Party Account is terminated by the third-party service provider, then Social Network Content may no longer be available on and through RokerPLUS. You will have the ability to disable the connection between your account on RokerPLUS and your Third-Party Accounts at any time. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS. We make no effort to review any Social Network Content for any purpose, including but not limited to, for accuracy, legality, or non-infringement, and we are not responsible for any Social Network Content. You acknowledge and agree that we may access your email address book associated with a Third-Party Account and your contacts list stored on your mobile device or tablet computer solely for purposes of identifying and informing you of those contacts who have also registered to use RokerPLUS. You can deactivate the connection between RokerPLUS and your Third-Party Account by contacting us using the contact information below or through your account settings (if applicable). We will attempt to delete any information stored on our servers that was obtained through such Third-Party Account, except the username and profile picture that become associated with your account.

## SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding RokerPLUS ("Submissions") provided by you to us are nonconfidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.



## U.S. GOVERNMENT RIGHTS

Our services are “commercial items” as defined in Federal Acquisition Regulation (“FAR”) 2.101. If our services are acquired by or on behalf of any agency not within the Department of Defense (“DOD”), our services are subject to the terms of these Terms of Use in accordance with FAR 12.212 (for computer software) and FAR 12.211 (for technical data). If our services are acquired by or on behalf of any agency within the Department of Defense, our services are subject to the terms of these Terms of Use in accordance with Defense Federal Acquisition Regulation (“DFARS”) 227.7202-3. In addition, DFARS 252.227-7015 applies to technical data acquired by the DOD. This U.S. Government Rights clause is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses government rights in computer software or technical data under these Terms of Use.

## SITE MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor RokerPLUS for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from RokerPLUS or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage RokerPLUS in a manner designed to protect our rights and property and to facilitate the proper functioning of RokerPLUS.

## PRIVACY POLICY

We care about data privacy and security. Please review our Privacy Policy: <https://www.rokerinc.com/privacypolicy>. By using RokerPLUS, you agree to be bound by our Privacy Policy, which is incorporated into these Terms of Use. Please be advised RokerPLUS is hosted in the United States. If you access RokerPLUS from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of RokerPLUS, you are transferring your data to the United States, and you agree to have your data transferred to and processed in the United States.

Additionally, data at-rest and data under transit is encrypted.

## COPYRIGHT INFRINGEMENTS

We respect the intellectual property rights of others. If you believe that any material available on or through RokerPLUS infringes upon any copyright you own or control, please immediately notify us using the contact information provided below (a "Notification"). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that pursuant to applicable law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by RokerPLUS infringes your copyright, you should consider first contacting an attorney.

## TERM AND TERMINATION

These Terms of Use shall remain in full force and effect while you use RokerPLUS. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF ROKERPLUS (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN ROKERPLUS OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

## MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of RokerPLUS at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of RokerPLUS without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of RokerPLUS.

We cannot guarantee RokerPLUS will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to RokerPLUS, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify RokerPLUS at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience

caused by your inability to access or use RokerPLUS during any downtime or discontinuance of RokerPLUS. Nothing in these Terms of Use will be construed to obligate us to maintain and support RokerPLUS or to supply any corrections, updates, or releases in connection therewith.

## GOVERNING LAW

These Terms of Use and your use of RokerPLUS are governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be entirely performed within the State of Delaware, without regard to its conflict of law principles.

## DISPUTE RESOLUTION

Any legal action of whatever nature brought by either you or us (collectively, the “Parties” and individually, a “Party”) shall be commenced or prosecuted in the state and federal courts located in Delaware, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are excluded from these Terms of Use. In no event shall any claim, action, or proceeding brought by either Party related in any way to RokerPLUS be commenced more than one (1) years after the cause of action arose.

## CORRECTIONS

There may be information on RokerPLUS that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on RokerPLUS at any time, without prior notice.

## DISCLAIMER

ROKERPLUS IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF ROKERPLUS AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH ROKERPLUS AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE

ACCURACY OR COMPLETENESS OF ROKERPLUS'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO ROKERPLUS AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF ROKERPLUS, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM ROKERPLUS, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH ROKERPLUS BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA ROKERPLUS. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH ROKERPLUS, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

## LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF ROKERPLUS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE LESSER OF THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE THREE (3) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING OR \$1,000.00 USD. CERTAIN US STATE LAWS AND INTERNATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

## INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) use of RokerPLUS; (3) breach of these Terms of Use; (4) any breach of your representations and warranties set forth in these Terms of Use; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of RokerPLUS with whom you connected via RokerPLUS. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

## USER DATA

We will maintain certain data that you transmit to RokerPLUS for the purpose of managing the performance of RokerPLUS, as well as data relating to your use of RokerPLUS. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using RokerPLUS. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

## ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting RokerPLUS, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on RokerPLUS, satisfy any legal requirement that such communication be in writing. **YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA ROKERPLUS.** You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of nonelectronic records, or to payments or the granting of credits by any means other than electronic means.

## CALIFORNIA USERS AND RESIDENTS

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

## MISCELLANEOUS

These Terms of Use and any policies or operating rules posted by us on RokerPLUS or in respect to RokerPLUS constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of RokerPLUS. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

## CONTACT US

In order to resolve a complaint regarding RokerPLUS or to receive further information regarding use of RokerPLUS, please contact us at:

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