

TERMS OF SERVICE
(Effective as of 16th July, 2020)

Welcome to www.rocketshpherd.com (“**Website**”). Please read this Terms of Service (“**Terms of Service**” or “**Agreement**”) carefully before accessing or using the Website. This Terms of Service constitutes a binding agreement between you and Unlimited System Builders Zártkörűen Működő Részvénytársaság (“**We**” or “**Us**”).

When you use our Services, you agree to all the terms covered by this Terms of Service. Your use of our Services is also subject to our Privacy Policy which covers how We collect, use, share, and store your personal information.

By using or viewing content on the Website, you understand and agree to the terms and conditions contained in this Agreement as well as to the terms of the Website’s Privacy Policy. If you do not want to be bound by the Terms of Service or do not acknowledge the terms of the Privacy Policy, you may not access the Website or use any Services. If you wish to terminate this Agreement, at any time you can do so by closing your account and no longer accessing or using our Services. However, particular provisions of the Privacy Policy may remain applicable as stipulated therein.

We reserve the right to modify or change these Terms of Service without giving prior notice from time to time at our sole discretion. We shall, however, endeavour to post the most current version of this Agreement on an easily accessible part of the Website. Users are advised to review these Terms of Service periodically to ensure compliance with the most recent terms. User’s continued use of the Service following the posting of any change or modification of the Terms of Service will constitute User’s acceptance of such change or modification. If you do not agree to the amended terms of use, you must stop accessing and using the Service.

This Terms of Service also applies to visitors to the Website, our contractual partners and our performance assistants and contributors while using the Website unless stipulated otherwise.

This Terms of Service governs your access to and use of our Website and Services.

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1 DEFINITIONS

Content	All information and content available on RocketShepherd and its “look and feel,” except all User submissions, including but not limited to trademarks, logos, service marks, copyrighted works, text, graphics, logos, button icons, images, data compilations and software, and the compilation and organization thereof;
Copyright Act	<i>Act LXXVI of 1999 on Copyright;</i>
EEA State	Member state of the European Union and other state that is member of the agreement on the European Economic Area, furthermore, state citizen of which shall enjoy the same legal status as a citizen of a member state of the European Economic Area, based on the international agreement concluded between the European Union and its member states and states that are not members of the agreement on the European Economic Area;
Facebook	www.facebook.com ;
GDPR	<i>Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data</i>
Google	www.google.com ;
LinkedIn	www.linkedin.com ;
Personal Data	Personal data stipulated in the Privacy Policy;
Premium Services	Services provided for additional premium service fees;
Services	We provide a platform through which We shepherd the global discoverability of Central & Eastern European innovations and wantrepreneurs, cross-compare CEE startup stakeholders with their global competitors to identify gaps between them and offer personalized recommendations of products & services to buy that, remedy those shortfalls and improve digital presence & sales. We make personal information and professional linking of private persons’, companies’, organizations’ publicly viewable;
Terms of Services or Agreement	This document which stipulates the binding conditions of using the Website;

Third Party	Any private or legal person or any organization without legal personality, who is not a User;
Third-Party Services	Content, data, links or connections to or from third party websites or services on the Website that are not owned or controlled by Us;
We or Us or RocketShepherd	Unlimited System Builders Zártkörűen Működő Részvénytársaság (seat: H-4025 Debrecen, Simonffy utca 4-6. 1. em. 123.; company registry number: 09-10-000597);
Website	www.rocketsshepherd.com.

2 DESCRIPTION OF ROCKETSSHEPHERD

We shepherd the global discoverability of Central & Eastern European innovations and wantrepreneurs, starting first with Hungarian startups. RocketShepherd's automated, one-stop-shop platform cross-compares CEE startup stakeholders with their global competitors to identify gaps between them and then offers personalized recommendations of products & services to buy that remedy those shortfalls and improve digital presence & sales.

We offer our Services to private persons, startups, companies of various sizes, organisations and other entities. Subject to this Terms of Service and our Privacy Policy, We grant you a limited, non-exclusive, non-transferable, and revocable license to use our Services. Please note that We may change, suspend, or discontinue any of our Services at our sole discretion.

2.1 Outreach

2.1.1 To companies

We send an email to existing companies' public email addresses which are detected and made public on RocketShepherd to

- i) notify that they have been added to the Website,
- ii) alert that some of their employees' / team members' personal information may be added from public sources or by the particular private person and
- iii) call to action to verify and claim company profile.

Clicking "Claim Your Company Profile" link in the e-mail takes anonymous User on behalf of the contacted company to the company's publicly viewable profile (where employee and team member names and profile pictures are hidden) where prompted to "claim" profile vests the User with editing rights. Once the company's authorized admin claims the profiles hidden under the company's name, the data processor will be the company and its authorized admin. Simultaneously, We are ceased to be the data processor and all rights and obligations related to data processing shall be exercised and borne by the company and its admin. From the moment of profile claiming, We have no legal responsibility concerning data processing and the company shall indemnify Us concerning all losses, costs, damages, loss of profit including damages in reputation provided that it occurred in connection with any data processing activity of the

company. Accordingly, as of the moment of profile claiming, the activity of Us and RocketShepherd is merely the provision of the web interface and the platform for the User. In compliance with the General Data Protection Regulation (“**GDPR**”) requirements, We hereby notify you that your company’s profile may contain personal information associated to your team members / employees.

If the employees’ / team members’ account was approved and verified by the company’s authorized admin, the company’s employees / team members will be publicly viewable on the Website and their RocketShepherd profile will be updated with their social accounts’ public information.

Employees / team members added to RocketShepherd under a company profile can only edit their profile details if they have registered to RocketShepherd and have obtained editing rights from the authorized admin(s) of the company or from the RocketShepherd staff. If the team member’s / employee’s account has been approved, as new User they can edit their profile information, while authorized admin(s) can edit all information related to the company including adding / removing personal information of team members / employees. For the new Users We send a welcome email.

2.1.2 To private persons

We send an email to private persons’ public email addresses if available and provided that they were detected by RocketShepherd from publically available data and websites to

- i) notify them that a company related to them has been added to the Website and
- ii) call to action to verify and claim that company’s profile.

Clicking “Claim Your Company Profile” link in the email takes the User to its prepared profile where prompted to “claim” profile vests the User with editing rights.

Whence “claim” button is clicked, our system checks whether it is a registered User or not. In case of a new User the registration process is prompted. After successful registration (via email, Facebook, LinkedIn or Google), the registered User is shown as a private profile with companies associated to its name. After successful registration, User can invite contacts to its profile and grant them different editing/administration rights.

2.2 **User Initiated Registration**

User can contact RocketShepherd staff to claim a company or send a ‘request editing access’ message to a company’s authorized admin to notify them of their request.

RocketShepherd shall verify the requests it receives on a case by case basis. Editing access requests are accepted/declined by a company’s admin from their Notifications tab in their Personal Profile if the company associated with the request was already claimed. If the employee’s / team member’s account was declined, the User may contact RocketShepherd staff to help further with verification and obtaining/appealing editing right access.

2.3 Service Availability

We may change or end any Service or modify our prices prospectively.

We may change, suspend or discontinue any of our Services. We may also modify our prices effective prospectively upon reasonable notice to the extent allowed under the law.

We don't promise to store or keep showing any information and content that you've posted. We are not a storage service. You agree that we have no obligation to store, maintain or provide you a copy of any content or information that you or others provide, except to the extent required by applicable law and as noted in our Privacy Policy.

3 NATURE OF THIS TERMS OF SERVICE

This Agreement applies to Users and Visitors.

When you use our Services you agree to all of these terms. Your use of our Services is also subject to our Privacy Policy, which covers how We collect, use, share, and store your personal information.

You agree that by clicking "Accept Terms & Conditions" or similar, registering, accessing or using our services (described below), you are agreeing to enter into a legally binding contract with Us (even if you are using our Services on behalf of a company). If you do not agree to this Agreement, do not click "Accept Terms & Conditions" (or similar) and do not access or otherwise use any of our Services. If you wish to terminate this Agreement, at any time you can do so by closing your account and no longer accessing or using our Services.

We may make changes to the Terms of Service.

We may modify this Terms of Service, our Privacy Policy from time to time. If we make material changes to it, We will provide you notice through our Services, or by other means, to provide you the opportunity to review the changes before they become effective. We agree that changes cannot be retroactive. If you object to any changes, you may close your account. Your continued use of our Services after We publish or send a notice about our changes to these terms means that you are consenting to the updated terms as of their effective date.

4 USERS

Companies, organizations, or private persons can use the Website. To use our Services, you agree that you must be the age of 16 or older; you will only have one RocketShepherd account; and you are not already restricted from using our Services.

If you are accepting this Agreement and using the Services on behalf of a company or other legal entity as their authorized admin, you represent and warrant that you are authorized to do so and have the authority to bind such entity to this Agreement. Users are responsible for their use of the Services and the Website, including compliance with applicable laws, rules, and regulations.

By accepting this Agreement you agree that you will:

- (i) comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements;
- (ii) provide accurate information to us and keep it updated;
- (iii) use your real name on your profile and the company's real name whose name you proceed as authorized admin and third parties' real name who authorized you to handle their profile and to process their data; and
- (iv) use the Services in a professional manner.

During registration you are required to provide accurate information, valid email address and you must use the same real name that you use in everyday life. Users may not use as username the name of another person or entity or a name that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than the User without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene. Creating an account with false information is a violation of this Terms of Service, including accounts registered on behalf of others or persons under the age of 16. We reserve the right to restrict, suspend, or terminate your account if you breach this Agreement or the law at our sole discretion.

The User can log in directly or through Facebook, LinkedIn or Google. The User must create only one account (its own). By signing in via Facebook, LinkedIn or Google, you permit RocketShepherd to fetch and store elements of your LinkedIn, Facebook or Google profiles, as permitted by these third party companies' privacy & data sharing policies.

4.1 User's responsibilities

Please note that Users are responsible to safeguard their password. Do not share account details with others or disclose any password to others. The password for your account should be kept in a safe place unavailable to Third Parties. If the security of a password is breached, you should reset your password immediately. Access to the User's email account - used for communications from your RocketShepherd account - should be carefully controlled. Any loss or damage suffered by the User as a consequence of poor access control are entirely the responsibility of the User.

The User declares that the email account associated with its RocketShepherd account is an up to date contact address. Any loss or damage suffered by the User as a consequence of providing inaccurate address information or failing to update address information is entirely the responsibility of the User.

If you create an account on the Website, you are responsible for maintaining the security of your account, and you are fully responsible for all activities that occur under the account and any other actions. You must immediately notify RocketShepherd of any unauthorized uses or suspected misuse of your account or any other breaches of security. You are solely responsible for any use of your account prior to your notification of misuse.

A User can update their account password at any time in their Settings under the 'Password' section.

Users understand and agree that RocketShepherd may monitor or review the Content Users post as part of the Services. RocketShepherd shall be entitled to delete any Content, in whole or in part, that in RocketShepherd's sole judgment violates this Terms of Service or may harm the reputation of RocketShepherd and / or the Services. User is responsible for any activities carried out from its account with RocketShepherd.

Among Our Services We may help connect Users offering their services (career coaching, mentoring, event promotions, etc.) with Users seeking such services. You must be 18 years old or older to offer, perform or procure these services. You acknowledge that RocketShepherd does not supervise, direct, control or monitor Users in the performance of these services and agree that (1) We are not responsible for the offering, performance or procurement of these services, (2) We do not endorse any particular User's offered services, and (3) nothing shall create an employment, agency, or joint venture relationship between Us and any User offering services. If you are a User offering services, you represent and warrant that you have all the required licenses and will provide services consistent with our Terms of Service. You acknowledge that RocketShepherd does not perform nor employ individuals to perform the services referred above.

Any information or content publicly posted or privately transmitted through the Service is the sole responsibility of the person or organization from whom such content originated, and you access all such information and content at your own risk, and We aren't liable for any errors or omissions in that information or content or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Website or what actions you may take as a result of having been exposed to the Website, and you hereby release Us from all liability for you having acquired or not acquired content through the Service. We can't guarantee the identity of any Users with whom you interact when using the Service and are not responsible for which Users gain access to the Service.

You are responsible for all Content you contribute, in any manner, to the Service, and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it. Content includes, without limitation, personally identifiable information about you or any other person. You will keep all your registration information accurate and current. You are responsible for all your activity in connection with the Service.

The Service may contain content, data, links or connections to or from third party websites or services that are not owned or controlled by Us ("**Third-Party Services**"). When you access or use Third-Party Services, you accept that there are risks in doing so, and that RocketShepherd is not responsible for such risks. We encourage you to be aware when you leave the Service and to read the terms and conditions and privacy policy of each Third-Party Service that you visit or utilize.

RocketShepherd has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any Third-Party Services or by any third party that You interact with through the Service. In addition, RocketShepherd will not and cannot monitor, verify, censor or edit the content of any Third-Party Services. By using the Service, you release and hold us harmless from any and all liability arising from your access to or use of any Third-Party Service.

Your interactions with organizations and/or individuals found on or through the Service, including payment and delivery of goods or services (if applicable), and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation You feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that RocketShepherd shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

If there is a dispute between participants on this site, or between users and any third party, you agree that RocketShepherd is under no obligation to become involved. In the event that You have a dispute with one or more other users, you release RocketShepherd, its officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Service.

4.2 Prohibitions

User is not permitted to:

- (i) reproduce, duplicate, copy, sell, resell, lease or distribute the Service or RocketShepherd's Content, in whole or in part;
- (ii) create a false identity on RocketShepherd, misrepresent his/her identity, create a profile for anyone other than him/herself (a real person), his/her company or a third party who authorized him/her to process its data, or use or attempt to use another's account;
- (iii) develop, support or use software, devices, scripts, robots or any other means or processes (including crawlers, browser plugins and add-ons or any other technology) to scrape the Services or otherwise copy profiles and other data from the Services;
- (iv) "crawl," "scrape," or "spider" any page, data, or portion of or relating to the Service or Content (through use of manual or automated means);
- (v) override any security feature or bypass or circumvent any access controls or use limits of the Service (such as caps on keyword searches or profile views) or otherwise use or exploit any Content using any automated means or tools);
- (vi) reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Services or any related technology that is not open source;
- (vii) copy, use, disclose or distribute any information obtained from the Services, whether directly or through third parties (such as search engines), without the consent of RocketShepherd;
- (viii) disclose information that he/she does not have the consent to disclose (such as confidential information of others [including his/her employer]);
- (ix) violate the intellectual property rights of others, including copyrights, patents, trademarks, trade secrets or other proprietary rights. For example, do not copy

or distribute (except through the available sharing functionality) the posts or other content of others without their permission, which they may give by posting under a creative commons license;

- (x) violate the intellectual property or other rights of RocketShepherd, including, without limitation, (i) copying or distributing our video, infographic material or other materials or (ii) copying or distributing our technology, unless it is released under open source licenses; (iii) using the word “RocketShepherd” or our logos in any business name, email, or URL except stipulated otherwise in this Terms of Service;
- (xi) post anything that contains software viruses, worms, or any other harmful code;
- (xii) imply or state that he/she is affiliated with or endorsed by RocketShepherd without our express consent;
- (xiii) rent, lease, loan, trade, sell/re-sell or otherwise monetize the Services or related data or access to the same, without RocketShepherd’s consent;
- (xiv) deep-link to our Services for any purpose other than to promote his/her profile or a group on our Services, without RocketShepherd’s consent;
- (xv) use bots or other automated methods to access the Services, add or download contacts, send or redirect messages;
- (xvi) monitor the Services’ availability, performance or functionality for any competitive purpose;
- (xvii) engage in “framing,” “mirroring,” or otherwise simulating the appearance or function of the Services;
- (xviii) overlay or otherwise modify the Services or their appearance (such as by inserting elements into the Services or removing, covering, or obscuring an advertisement included on the Services);
- (xix) interfere with the operation of, or place an unreasonable load on, the Services (e.g., spam, denial of service attack, viruses, gaming algorithms); and/or
- (xx) violate any additional terms concerning a specific Service that are provided when he/she signs up for or start using such Service;
- (xxi) publicly perform or display the Service or RocketShepherd Content, in whole or in part;
- (xxii) modify or make any derivative uses of the Website, in whole or in part;
- (xxiii) use bots or other automated methods to access the Services;
- (xxiv) introduce or transmit any worms, viruses, malware or any code of a destructive nature onto or via the Service;
- (xxv) download (other than the page caching) any portion of the Service or RocketShepherd Content;
- (xxvi) use the Service or RocketShepherd Content except as expressly permitted by this Terms of Service;

- (xxvii) attempt, in any manner, to obtain the password, account, or other security information from any other User;
- (xxviii) access or use the Service for monitoring the Service’s availability, performance or functionality, or for any other benchmarking or competitive purposes; or
- (xxix) disclose information on the Website that the User does not have the consent to disclose, such as confidential information of others;
- (xxx) conduct any activity using the Service or RocketShepherd Content that is illegal or in violation of any applicable laws and regulations, including, without limitation, all national, state, local and other laws and regulations relating to physical mailing, emailing or spam.

4.3 **Limits**

We have the right to limit how you connect and interact on our Services.

RocketShepherd reserves the right to limit your use of the Services, including the number of your connections and your ability to contact other Users. RocketShepherd reserves the right to restrict, suspend, or terminate your account if you breach this Terms of Service or the law or are misusing the Services (e.g., violating any of the prohibitions stipulated in this Agreement).

5 **GENERAL OPERATION**

5.1 **Account**

When you register and join the Service or become a registered user on RocketShepherd, you become a User. If you have chosen not to register for our Services, you may access certain features as a “Visitor.” As a Visitor or User of our Services, the collection, use and sharing of your personal data is subject to this Privacy Policy and updates.

Provided that you register, the following applies:

Your password shall be confidential.

You shall not share an account with anyone else and will follow our rules and the law.

Users are accountholders. You agree to: (i) use a strong password and keep it confidential; (ii) not transfer any part of your account (e.g., connections) and (iii) follow the law and the provisions of this Terms of Service and our Privacy Policy. You’re responsible for any activity associated with your account. You will only use the Service in a manner that complies with all laws that apply to you. If your use of the Service is prohibited by applicable laws, then you aren’t authorized to use the Service. You are responsible for anything that happens through your account unless you close it or report misuse. We can’t and won’t be responsible for your use of the Service in any way that breaks the law.

If you are agreeing to these Terms of Service on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on that organization or entity’s behalf and bind them to these Terms (in which case, the references to “you” and “your” in these Terms of Service, except for in this sentence, refer to that organization or entity). If you act as the authorized admin of your company, the company account belongs to the company. However, We do not monitor or check

your authorization concerning your actions as admin but assume that you acquired and have the required authorizations to act in the company's name without any interruption unless provided otherwise by the company.

5.2 Notices, Messages

We may provide notices and messages to you through the Website, application and contact information. If your contact information is out of date, you may miss out on important notices.

You agree that We will provide notices and messages to you in the following ways: (1) within the Service, or (2) sent to the contact information you provided us (e.g., email, mobile number, physical company address). You agree to keep your contact information up to date.

Please review your settings to control and limit messages you receive from us.

5.3 Sharing

When you share information on our Services, others can see, copy and use that information.

Our Services allow messaging and sharing of information in many ways, such as your profile following, articles, group posts, links to news articles, job postings, messages, notifications and alerts. Information and content that you share or post may be seen by other Users, visitors or others (including off of the Services). Where We have made settings available, We will honour the choices you make about who can see content or information (e.g., message content to your addressees, sharing content only to RocketShepherd connections, restricting your profile or content visibility, or opting not to notify others of your profile update).

We are not obligated to publish any information or content on our Service and can remove it with or without notice.

5.4 Your License to RocketShepherd

You own or are entitled to process all of the content, feedback and personal information You provide to us, but you also grant us a non-exclusive license to it.

We will honour the choices you make about who gets to see your information and content, including how it can be used for ads.

As between you and RocketShepherd, you own the content and information that you submit or claim or post to the Services, and you are only granting RocketShepherd the following non-exclusive license: a worldwide, transferable and sublicensable right to use, copy, modify, distribute, publish and process, information and content that you provide or claim through our Services and the services of others, without any further consent, notice and/or compensation to you or others. These rights are limited in the following ways:

You can end this license for specific content by deleting such content from the Services, or generally by closing your account, except (a) to the extent you shared it with others as part of the Service and they copied, re-shared it or stored it and (b) for the reasonable time it takes to remove from backup and other systems.

We will not include your content in advertisements for the products and services of third parties to others without your separate consent (including sponsored content). However, We have the right, without payment to you or others, to serve ads near your content and information, and your social actions may be visible and included with ads, as noted in the Privacy Policy. If you use a Service feature, We may mention that with your name or photo to promote that feature within our Services, subject to your settings.

We will get your consent if We want to give others the right to publish your content beyond the Services. However, if you choose to share your post or content as "public", we will enable a feature that allows other Members to embed that public post or content onto third-party services, and We enable search engines to make that public content findable through their services.

While We may edit and make format changes to your content (such as translating or transcribing it, modifying the size, layout or file type or removing metadata), We will not modify the meaning of your expression. Because you own your content and information and We only have non-exclusive rights to it, you may choose to make it available to others.

You agree that if content includes personal data, it is subject to our Privacy Policy. You agree that We may access, store, process and use any information and personal data that you provide in accordance with, the terms of the Privacy Policy and your choices (including settings).

By submitting suggestions or other feedback regarding our Services, you agree that We can use and share (but does not have to) such feedback for any purpose without compensation to you.

You promise to only provide information and content that you have the right to share, and that your RocketShepherd profile will be truthful.

You agree to only provide content or information that does not violate the law nor anyone's rights (including intellectual property rights and data processing laws). You also agree that your profile information will be truthful. RocketShepherd may be required by law to remove certain information or content in certain countries.

6 THIRD PARTIES

6.1 Content of Third Parties

Your use of others' content and information posted on our Services, is at your own risk.

Others may offer their own products and services through our Services, and We aren't responsible for those third-party activities.

We have the right in our sole discretion to limit, restrict or remove any content of Third Parties from the Website. We do not pre-screen the content of Third Parties that may be presented or available through the Service. Providing content of Third Parties or attribution to the source of any Third Party does not imply affiliation, endorsement or adoption by Us of the Third Party or the content provider of Third Parties. By using the Services, you may encounter content or information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. RocketShepherd generally does not review content provided by our Users or others.

You agree that We are not responsible for others' (including other Users') content or information. We cannot always prevent this misuse of our Services, and you agree that We are not responsible for any such misuse. You also acknowledge the risk that you or your organization may be mistakenly associated with content about others when We let connections and users know you or your organization were mentioned in the news. Users have choices about this feature.

We may help connect Users offering their services (career coaching, accounting, event promotion, etc.) with Users seeking services and business partners. RocketShepherd does not perform nor employ individuals to perform these services. You must be at least 18 years of age to offer, perform or procure these services. You acknowledge that We do not supervise, direct, control or monitor Users in the performance of these services and agree that (i) RocketShepherd is not responsible for the offering, performance or procurement of these services, (ii) RocketShepherd does not endorse any particular User's offered services, and (iii) nothing shall create an employment, agency, or joint venture relationship between RocketShepherd and any User offering services. If you are a User offering services, you represent and warrant that you have all the required licenses and will provide services consistent with our Terms of Service.

Similarly, RocketShepherd may help you register for and/or attend events organized by Users and connect with other Users who are attendees at such events. You agree that (i) RocketShepherd is not responsible for the conduct of any of the Users or other attendees at such events, (ii) RocketShepherd does not endorse any particular event listed on our Services, (iii) RocketShepherd does not review and/or vet any of these events, and (iv) that you will adhere to these terms and conditions that apply to such events.

6.2 External websites

The Website may contain hyperlinks to Third Party websites or resources. These links to Third Party pages are provided for convenience. In any event, especially because of the volatile nature of information on the Internet, We cannot control the nature or content of these external sources and therefore We are not responsible for the use, the unavailability of Third Party websites nor their content and advertising or other materials available on such websites of Third Parties that you might access via RocketShepherd. When you leave the Website, you understand that RocketShepherd's terms and policies no longer govern. Our Terms of Service apply only to our Website, so if you click on a link to another website, you should read their terms of service.

7 PAID SERVICES

If you sign up for any of our paid Services ("**Premium Services**"), you agree to pay the premium service fees associated with the Premium Services as well as any applicable taxes if any, and also permit us to store your payment information. Any identifiable billing information retrieved by us through and / or following the login process will be kept by Us in accordance with our Privacy Policy. The Premium Services are not available to temporarily or indefinitely suspended Users. RocketShepherd uses third party payment service providers and payment gateway APIs and stores payment information per these secure and regulated payment providers' terms, conditions and privacy policies as provided by law.

With respect to our Premium Services, you will be required to provide your own valid payment means. We may store and continue billing your payment method (e.g. credit card) even after it has expired (using third party payment service providers), to avoid interruptions in your Services and to use to pay other Services you may buy. If you purchase a subscription, your payment method automatically will be charged at the start of each subscription period for the fees and taxes applicable to that period (processed by third party payment providers). Your purchase may be subject to foreign exchange fees or differences in prices based on location (e.g. exchange rates, VAT). To avoid future charges, cancel before the renewal date and update your VAT number in case you request company billing.

Prices of the Premium Services may be changed from time to time at our sole discretion. Such changes will apply within 30 days after We first publish such change on our Website. Your consent for such change shall not be required, however you may contact Us, cancel your account and cease payments.

Provided that, as per the applicable laws, you as User shall be considered as a customer may cancel with a full refund within 14 days after signing up to our Premium Services. Please note that this 14-day period begins when the Premium Service starts.

You are responsible for providing accurate and current credit card information. If payment does not go through for any reason, your account may be suspended, and We will have no obligation to provide the requested Premium Services until the billing issue has been resolved and We receive payment from the processor.

We reserve the right to freeze or cancel any account in which We suspect that it has been using the account and / or the Premium Services in a manner which is not in strict compliance with this Agreement. Refunds are subject to our policy.

8 PRIVACY

We collect Personal Data about You through our Website. Please review our Privacy Policy, which governs your visit to our Website, use of our Services and all information We collect or that you provide on this Website, to understand our practices concerning privacy matters. By using the Website, you consent to actions taken by Us with respect to your Personal Data in compliance with our Privacy Policy. As it is stated in the Privacy Policy, Unlimited System Builders Zrt. will be the controller of your Personal Data provided to, or collected by or for, or processed in connection with our Services unless the data processing is performed by you or by the company which claims your profile or the authorized admin of the company as stipulated in the Privacy Policy.

We use the information and data that you provide and that we have about Users to make recommendations for connections, content and features that may be useful to you. For example, we use data and information about you to recommend companies you might be interested in and *vica versa*. Keeping your profile accurate and up to date helps us to make these recommendations more accurate and relevant.

9 COOKIES

We use cookies. By using RocketShepherd you consent to the use of cookies in accordance with RocketShepherd's Privacy Policy.

10 INTELLECTUAL PROPERTY RIGHTS

The Website and its entire Content (including but not limited to all trademarks, logos, service marks, designs, text, graphics, pictures, information, data, software, algorithms, other files, any selection and arrangement thereof) are owned by Us or our licensors and are protected by Hungarian and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws, especially the *Act LXXVI of 1999 on Copyright* (“**Copyright Act**”). The copyrights of the look and feel of the Service are the sole and exclusive property of Us. User may not duplicate, copy, distribute or reuse any portion of the visual design elements of the Service and the RocketShepherd Content without the prior written consent of Us. Content of Third Parties is the property of its respective owners or their licensors.

The RocketShepherd name, logos and slogans are trademarks of RocketShepherd. Without the prior written permission from RocketShepherd, User may not:

- (i) copy, imitate or use, in whole or in part, any RocketShepherd mark; or
- (ii) use any metatags or any other “hidden text” utilizing “RocketShepherd” or any other name, trademark or product or service name of RocketShepherd.

Reference in the Service to any Third Party products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise, does not constitute or imply endorsement, sponsorship, affiliation or recommendation thereof by Us.

Using our Services does not give you ownership of any intellectual property rights in our Services or the Content that you access. The infringement of the rights indicated in the Copyright Act may lead to legal consequences.

We require that information posted by you be accurate and not in violation of the intellectual property rights or other rights of third parties. We provide a policy and process for complaints concerning content posted by you.

11 INDEMNIFICATION

You agree, at your sole expense, to defend, indemnify and hold Us, our officers, agents, employees, advertisers, licensors, suppliers or partners harmless from and against any claims, damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses of any kind or nature, including litigation costs, and legal fees arising out of or in any way related to

- (i) your use of the Website;
- (ii) your data processing;
- (iii) your violation of this Terms of Service or the rights of any Third Party; or
- (iv) your breach of applicable laws in connection with your conduct, access to or use of the Website.

12 DISCLAIMER

RocketShepherd makes no representation or warranty about the Services, including any representation that the Services will be uninterrupted or error-free, and provides the

Services (including content and information) on an “as is” and “as available” basis. To the fullest extent permitted under applicable law, RocketShepherd disclaims any implied or statutory warranty, including any implied warranty of title, accuracy of data, non-infringement, merchantability or fitness for a particular purpose.

13 LIMITATION OF LIABILITY

RocketShepherd Content and the Website have been assembled with great care. The Website is provided on an “as is” and “as available” basis. We do not warrant and / or represent that the Website will be uninterrupted, or error-free.

We offer no guarantees, advice or recommendation as to the suitability of the offered information or other services for the purpose any User may have. Possible shortcoming of any agreements between Users are not the responsibility of Us, but exclusively the responsibility of the parties to such an agreement. To the fullest extent permitted by law We will not be liable in connection with this Agreement for lost profits or lost business opportunities, reputation, merchantability, or fitness for a particular purpose.

We are not responsible for information placed by Users. A User who concludes that any information on the Website may be in violation of law must report this to Us. We are not responsible for damages as a consequence of incorrect information provided by the Users while generating their account. We disclaim any implied or statutory warranty regarding the accuracy of the data placed on the Website by the Users and you agree that We are not responsible for the Users’ content or information.

We have no control over, or insight into, the management of Third Parties and therefore will not offer any guarantees as to the availability of their website(s) and services. Each User will bear full responsibility for acting in accordance with local legislation.

You understand and agree that We will not be liable for any failure or delayed performance of our obligations that result from any condition beyond our reasonable control, including but not limited to, acts or omissions of Third Parties, earthquake, fire, flood, governmental action, acts of terrorism, power failures, internet disturbances or server failures.

To the fullest extent permitted by law (and unless We have entered into a separate written agreement that overrides this Agreement), RocketShepherd will not be liable in connection with this Agreement for lost profits or lost business opportunities, reputation (e.g., offensive or defamatory statements), loss of data (e.g., down time or loss, use of, or changes to, your information or content) or any indirect, incidental, consequential, special or punitive damages.

RocketShepherd will not be liable to you in connection with this Agreement for any amount that exceeds (a) the total fees paid or payable by you to RocketShepherd for the services during the term of this contract, if any, or (b) €1000.

The limitations of liability in this Section 13 are part of the basis of the contract between you and RocketShepherd and shall apply to all claims of liability (e.g., warranty, tort, negligence, contract and law) even if RocketShepherd has been told of the possibility of any such damage, and even if these remedies fail their essential purpose.

Nothing in this Agreement is intended to exclude or limit our liability for death, personal injury or fraudulent misrepresentation caused by our negligence, or to affect your

statutory rights; for gross negligence or intentional misconduct, or in cases of negligence where a material obligation has been breached, a material obligation being such which forms a prerequisite to our delivery of services and on which you may reasonably rely, but only to the extent that the damages were directly caused by the breach and were foreseeable upon conclusion of this Agreement and to the extent that they are typical in the context of this Agreement. We will exercise professional diligence in providing our Services to you and in keeping a safe, secure and error-free environment. Provided that We have acted with professional diligence, We do not accept responsibility for losses not caused by our breach of this Agreement or otherwise by our acts; losses that are not reasonably foreseeable by you and Us at the time of entering into this Terms of Service; and events beyond our reasonable control.

We will not be liable to you in connection with this Agreement for any amount that exceeds the total fees paid or payable by you to Us for the Services during the term of this Agreement, or if it is longer than one year, the fees paid by you during a one-year period.

14 TERMINATION

You are free to stop using the Service at any time; please refer to our Privacy Policy, as well as the licenses above, to understand how we treat information you provide to us after you have stopped using our Service.

Account termination may result in destruction of any Content associated with your account, so keep that in mind before you decide to terminate your account. Provisions that, by their nature, should survive termination of these Terms of Service shall survive termination. By way of example, all of the following will survive termination: any obligation you have to pay Us or indemnify Us, any limitations on our liability, any terms regarding ownership or intellectual property rights, and terms regarding disputes between Us.

The following shall survive termination:

- (i) our rights to use and disclose your feedback;
- (ii) Users' and/or Visitors' rights to further re-share content and information you shared through the Services;
- (iii) Sections 7; 8; 11; 13 of this Terms of Services;
- (iv) relevant provisions of the Privacy Policy indicated therein;
- (v) any amounts owed by either party prior to termination remain owed after termination.

RocketShepherd is also free to terminate (or suspend access to) your use of the Service or your account, for any reason in our discretion, including your breach of these Terms of Service. RocketShepherd has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms of Service.

Additionally, upon termination of your account RocketShepherd may require you to expunge some or all of the Content in your possession, and you will do so promptly.

You can visit your Personal Profile 'Settings' to close your account.

15 OTHER PROVISIONS

This Terms of Service (including additional terms that may be provided by us when you engage with a feature of the Services) is the only agreement between us regarding the Services and supersedes all prior agreements for the Services.

This Terms of Service are exclusively governed by the laws of Hungary, excluding conflict of laws rules. Accordingly, laws of Hungary shall exclusively govern any dispute relating to this Agreement and/or the Services. User as a consumer may bring judicial proceedings against Us arising from or in connection with this Agreement in its country of residence, User as a business acknowledges that judicial proceeding shall be brought against Us exclusively in Budapest, Hungary.

In the event that any provision of this Terms of Service is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of this Agreement will remain in full force and effect. Our failure to enforce any right or provision of these Terms of Service will not be deemed as a waiver of such right or provision.

This Terms of Service is an agreement between You and Unlimited System Builders Zártkörűen Működő Részvénytársaság, a Hungarian company with its registered office at H-4025 Debrecen, Simonffy utca 4-6. 1. em. 123., with company registry number 09-10-000597. This Terms of Service makes up the entire agreement between you and Us regarding your use of our Service. It supersedes any prior agreements.

You shall acknowledge that You may not assign or transfer this Agreement or your right to use our Services to anyone without our consent. However, you agree that We may assign this Agreement or transfer any of our rights to any third party without your consent.

If you have any questions about this Terms of Service, please do not hesitate to contact us.

Email us at: info@rocketshepherd.com

Call us: +36705510170