



## GENERAL TERMS OF USE

These general terms and conditions of use are used by ELEQT Group Ltd. a company duly organized under the laws of The United Kingdom.: trading as Rockethub.

### Article 1 - Definitions

The following definitions shall have the following meaning as used in these general terms and conditions:

Advertiser; a party advertising on the Website, either pursuant to an advertising agreement with ROCKETHUB or with ROCKETHUB' endorsement.

General Terms of Use;

- these general terms and conditions.
- Material; any and all material made available by a Member on the Website, including without limitation images, films, sounds, text, programs and any kind of link to another website or another part of a website.
- Member Agreement; the private person who has concluded a membership
- Membership; the membership agreement between ROCKETHUB and the Member.
- Agreement; pursuant to which the Member has access to the Website and can enjoy certain privileges, as defined by ROCKETHUB.
- Membership; the Member's membership pursuant to the Membership Agreement.
- Premium Membership; a form of Membership, created after paying the Rates.
- Premium Member; the private person who has concluded a Membership Agreement and has paid the Rates.
- Member; the private person who has concluded a Membership Agreement and has paid the Rates.
- Parties; ROCKETHUB and the Member
- Rate; the rates - if applicable - payable by the Member for the Membership as communicated through the Website.
- Website; ROCKETHUB's website (including but not limited to) the website under the domain names 'ROCKETHUB' with the extensions.com and all other websites on which ROCKETHUB performs its services, including all related software.

### Article 2 - Applicability

These General Terms of Use are applicable to and form an integral part of all Membership Agreements, unless and only insofar as the Parties have agreed otherwise in writing.

2.1 All clauses in these General Terms of Use referring to Member(s) and Membership, also apply to Premium Member(s) and Premium Membership.

2.2 The applicability of the Member's possible general terms and conditions is hereby explicitly rejected.

2.3 Deviations from the General Terms of Use and/or the Membership Agreement are valid if confirmed by ROCKETHUB in writing (including email) only.

2.4 ROCKETHUB may modify the General Terms of Use at any time. The modified General Terms of Use shall apply after the date of such modification. If ROCKETHUB intends to modify the General Terms, it will notify the Member in writing (including email) of such intent. The Member is entitled to terminate the Membership Agreement immediately, during a period of five days after such notice, after which term the modified General Terms of Use shall be deemed accepted and apply to the Membership Agreement.

### **Article 3 - Membership**

3.1 A person may become a Member by providing registration information through by click Join Now, Sign Up or similar and providing the required information upon the time of website registration.

3.2 A person can only become a Member under his or her true name and has to provide his or her true contact details. The Member shall be entirely responsible for the completeness and correctness of any and all information provided on the Website, or otherwise to ROCKETHUB. Notwithstanding any other provision in these General Terms of Use, ROCKETHUB can at its discretion suspend or terminate the Membership Agreement immediately if any information provided by the Member was false.

3.3 The Membership is strictly personal and the Member can only enjoy the privileges related to his or her specific Membership. The Member is not entitled to assign his or her rights and/or obligations pursuant to the Membership Agreement to any third party without ROCKETHUB' prior written consent. The Member shall be entirely responsible for the security and confidentiality of the information connected to his or her account (such as without limitation, user name and password). In case of use of such information by any person other than the Member, the Member shall inform ROCKETHUB thereof immediately, thereby providing ROCKETHUB with all relevant information in respect of such use. Notwithstanding any other provision in these General Terms of Use, ROCKETHUB can at its discretion suspend or terminate the Membership Agreement in case the Member's account information was accessed due to the Member's intent or gross negligence.

3.4 A Membership Agreement shall be concluded by the Member following the registration procedure on the Website. In this procedure, the Member will be obliged to accept these General Terms of Use. ROCKETHUB shall send the Member a notification by e-mail in which the Member's registration is confirmed.

3.5 ROCKETHUB is not party to any possible agreement concluded between Members, a Member and an Advertiser or a Member and any other party, unless explicitly agreed otherwise in writing. ROCKETHUB solely provides the Members and Advertisers with facilities to interact with each other.

### **Article 4 - Membership Rules**

4.1 In order to maintain the status of the Website the following membership rules apply to the use of the Website and its facilities.

4.2 The Member acknowledges and shall at all times respect the exclusive image of ROCKETHUB and the Website. The Member shall at all times refrain from any act or omission which could cause detriment to ROCKETHUB', an Advertiser's and/or another Member's name and/or damage to such person and/or can cause detriment to the exclusive image of the Website. The Members shall express themselves on the Website in a proper and discrete manner.

4.3 Notwithstanding any other provision in these General Terms of Use the Member guarantees that

the Material, and any website or part thereof to which the Material may link, including its contents:

a. does not infringe on any third party's (intellectual) property rights, including without limitation to copyrights, trademark rights, patent rights, design rights, database rights, know-how, trade secrets and portrait rights, and shall for instance without limitation not contain (i) any portraits (whether or not in motion) without the permission of the depicted person, (ii) any trademarks or other types of distinguishing signs or elements without the permission of the owner, (iii) any images (whether or not in motion) without the permission of the owner, (iv) any links to web-sites of competitors of ROCKETHUB, and/or (v) any misleading or false statements;

b. is not in violation of any law or regulation, including but not limited to penal laws, privacy laws, advertisement laws and tort law, and that it is not in any way implicitly or explicitly detrimental, fraudulent, discriminatory, threatening, immoral, obscene, libelous, defamatory, inappropriate or otherwise inadmissible pursuant to the law, ethics, and/or ROCKETHUB' exclusive image and/or opinion.

4.4 Notwithstanding any other provision in these General Terms of Use the Member shall refrain from:

a. sending and/or otherwise distributing unsolicited mass messages (such as without limitation, spam e-mails, chain letters, junk e-mails, commercial mailings) to any Member and/or other persons via the Website;

b. advertising and/or promoting a product and/or service in a commercial manner (this is not meant to include making references to products and/or services in the context of a discussion on the Website);

c. causing damage to the Website and/or ROCKETHUB', an Advertiser's, a Member's and/or any other party's computer system via de Website, including without limitation by distributing viruses, Trojan Horses, worms and other damaging programs;

d. harassing or otherwise unreasonably addressing another Member and/or an Advertiser;

e. using the Website in any manner that is otherwise in violation of any law or regulation.

4.5 The Member acknowledges that ROCKETHUB is entitled to remove any Material which it deems, at its own discretion, to be in breach of the rules depicted in this Article, or otherwise detrimental to the exclusivity and/or reputation of ROCKETHUB and/or the Website. Notwithstanding any other provision in these General Terms of Use ROCKETHUB shall not be liable for any damage in relation to such removal.

4.6 Notwithstanding any other provision in these General Terms of Use ROCKETHUB can at its discretion suspend or terminate the Membership Agreement immediately, if it deems, at its own discretion, to be in breach of the rules depicted in this Article, or otherwise detrimental to the exclusivity and/ or reputation of ROCKETHUB and/or the Website.

4.7 Notwithstanding any other provision in these General Terms of Use, the Member indemnifies and holds harmless ROCKETHUB from any and all claims, costs and damages, including but not limited to legal fees, in relation to a breach of the rules depicted in this Article.

## **Article 5 - Complaint Procedure**

5.1 A Member is entitled to submit a complaint to ROCKETHUB with regard to material placed by another Member and/or an Advertiser on the Website. ROCKETHUB shall handle this complaint within

due time - being usually 14 days - and inform the Member whether, in ROCKETHUB' opinion, it finds the complaint admissible and, if so, of the manner in which ROCKETHUB will try to solve the issue.

5.2 ROCKETHUB endeavors to have the issue solved in the best way possible and with the means it deems appropriate, however, the Member does not have the right to have an issue solved.

## **Article 6 - Rates, invoices, and payment**

6.1 All Rates are binding after the written confirmation by ROCKETHUB only.

6.2 All Rates are in US dollars unless otherwise specified and exclusive of Value Added Tax (VAT) and/or any other tax and/or governmentally imposed duty.

6.3 The Rates shall be paid in advance by bank transfer, credit card, PayPal, Ideal, or in any other manner as indicated by ROCKETHUB (on the Website)..

6.4 In case the Rates are not invoiced in advance, or in case the advance payment is - for whatever reason - not fully and/or effectively made, the Member shall pay the invoiced amount within 14 days of the invoice date. The Member is in default upon non-payment within the aforementioned term. All amounts payable by the Member will be immediately due upon the Member's default.

6.5 If the Membership Agreement is terminated for other reason than breach of contract by the Member, a portion of the Rates paid by the Member shall be refunded according to the rules below:

- if the Membership Agreement is terminated within one month, 75% of the Rates paid shall be refunded
- if the Membership Agreement is terminated within two months, 50% of the Rates paid shall be refunded
- if the Membership Agreement is terminated within three months, 25% of the Rates paid shall be refunded

## **Article 7 - (Intellectual) property rights, confidentiality**

7.1 All (intellectual) property rights, including without limitation trademarks, copyrights, design rights, database rights, patents, portrait rights, know-how, and trade secrets, related to the Website (other than the advertisements placed on the Website by the Advertisers and the Material) shall at all times remain with ROCKETHUB. ROCKETHUB is entitled to alter the Website, including its contents, at any time.

7.2 It is essential that the content of the Website is not made available to anyone other than the Members. The Member is not entitled to use, including without limitation to copy, retrieve, reproduce, archive and/or modify any part of the Website (including without limitation its logo, Material, material made available by other Members, advertising material and information with regard to other Members), without ROCKETHUB' prior written consent. The Member shall immediately cease and desist any unauthorized use upon ROCKETHUB' first notice.

7.3 The Member grants ROCKETHUB an irrevocable, royalty-free, worldwide, sub-licensable, exclusive right to use the Material in relation to the exploitation of the Website.

## **Article 8 - Liability and force majeure**

8.1 ROCKETHUB shall not be liable for any indirect or consequential damage, including but not limited to loss of revenue or profit, third party claims, loss of data, and/or decrease of goodwill, in relation to the Website and/or Member's use of the Website. ROCKETHUB can only be held liable for

direct damage and ROCKETHUB' liability shall at all times be limited to the total amount of Rates paid in the year in which the damage arose, with at all times an aggregate maximum amount of US\$ 5.000, or an aggregate maximum amount indemnified by ROCKETHUB' liability insurance and/or third party indemnity/liability insurance, whichever amount is lower or more reasonable, as the case may be. Such amount(s) shall include ROCKETHUB' deductible as stated under this insurance. This event shall also include a failure to act.

8.2 Notwithstanding any other provision in these General Terms of Use, ROCKETHUB is in particular not liable for any damage resulting from:

- a. the contents of the Website, including without limitation to the (incorrectness or incompleteness of the) contents of the Material, advertisements and/or any other material placed on the Website;
- b. the contents of (third party) websites that are linked to the Website by ROCKETHUB, an Advertiser, a Member, and/or any other third party;
- c. the unauthorized use of the Website by any third party, including without limitation viruses, Trojan Horses, worms and other damaging programs sending e-mails, and/or manipulating software via the Website;
- d. the use of the Member's account information by any other person than the Member.

8.3 All terms and dates for ROCKETHUB are indicative. ROCKETHUB shall not be in default by the mere expiration of a term or date. ROCKETHUB shall be in default only after a written notice of Member containing a reasonable period to comply.

8.4 ROCKETHUB shall to its best effort keep the Website available and running 24/7. However, ROCKETHUB does not guarantee and shall not be liable for any damage in relation to any disruption in the Web- site's availability.

8.5 ROCKETHUB shall not be liable for any damage due to force majeure, which shall include without limitation, non-performance by ROCKETHUB' suppliers and/or other third parties upon which ROCKETHUB' performance is dependent.

8.6 The Member shall be liable for and indemnifies and holds harmless ROCKETHUB from any and all claims, costs and damages, including without limitation extrajudicial and legal fees, resulting from any of his act or omissions in relation to the Membership and/or the Website.

## **Article 9 - Term and termination**

9.1 The term of the Membership Agreement is indefinite. The Membership Agreement may be terminated by the Member at any time by sending an email to support@ROCKETHUB.com. Notwithstanding any other provision in these General Terms of Use the Membership Agreement may be terminated by ROCKETHUB taking into account a notice period of two weeks.

9.2 ROCKETHUB is entitled to suspend the performance of the Membership Agreement and/or to terminate the Membership Agreement immediately, and without being liable to pay any damages, in case:

- a. The Member has ceased to make payments to his or her creditors;
- b. The Member has requested or is allowed suspension of payment;

c. (i) ROCKETHUB or the Member breaches the Membership Agreement due to force majeure and, (ii) such force majeure has continued during a period of 10 consecutive days and (iii) after a written notice of the other party stating that it shall exercise its suspending or termination rights pursuant to this clause;

d. The Member is in breach of the Membership Agreement, including these General Terms of Use and such breach has not been remedied by the Member within 5 days after a written notice by ROCKETHUB;

e. ROCKETHUB or the Member receives a claim by a third party that its (intellectual property) rights are infringed by the Member and/or the Material and ROCKETHUB may be prohibited to place and/ or maintain the Material on the Website and/ or ROCKETHUB reaches an agreement with such third party in order to prevent legal proceedings.

9.3 After expiration or termination of the Membership Agreement, for whatever reason, ROCKETHUB shall be entitled to immediately remove close the Member's account and remove the Material from the Website.

## **Article 10 - General Provisions**

10.1 ROCKETHUB is at all times entitled to assign its rights and/or obligations pursuant to the Membership Agreement to any third party.

10.2 If any provision and/or part of the General Terms of Use and/or the Membership Agreement is determined to be invalid or unenforceable in whole or in part, it shall not affect or impair the validity or enforcement of any other provision of these General Terms of Use. In such case, ROCKETHUB shall amend the invalid and/or non-binding part such that, as amended it is valid and enforceable, and, to the greatest extent possible, achieves the original intention and purpose.

10.3 No failure or delay by ROCKETHUB to exercise any right or remedy provided under the General Terms of Use and/or the Membership Agreement and/or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

10.4 Notifications to the Member shall be sent to the Member using the contact details specified by the Member. Notifications made with the use of the contact details specified by the Member shall be considered to have been correctly and validly received by the Member.

10.5 Modifications of the Membership Agreement shall have effect if they are made in writing by both Parties only.

10.6 In case of conflict between the General Terms of Use and the Membership Agreement, the Membership Agreement shall prevail. In case of conflict between the original English text of the General Terms of Use and a translation thereof, the English text shall prevail.

Article 11 - Applicable law and competent court:

These Terms and Conditions and your Membership with Quintessentially are governed by the laws of England and Wales and are subject to the exclusive jurisdiction of the courts of England and Wales.

Article 12 - Registered address

ELEQT Group Ltd  
34 Queen Anne Street

London, WIG 8HG  
United Kingdom