

TERMS OF SERVICE

Last Updated: June 15, 2021

These Terms of Service (this “**Agreement**”) set forth the terms and conditions that apply to your access and use of the internet websites located at <https://suborbital.dev>, <https://suborbital.network>, and their associated subdomains (the “**Site**”), each owned and operated by Suborbital Software Systems, Inc. (“**Suborbital**”, “**we**”, “**our**” or “**us**”), and the services available thereon, including without limitation the Flight Deck cloud infrastructure platform and Suborbital Compute Network service that enable you to build cloud software applications (the “**Services**”).

BY ACCESSING OR USING THE SITE OR SERVICES OR CLICKING ON THE “I ACCEPT” OR SIMILAR BUTTON, YOU ARE INDICATING YOUR ACCEPTANCE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT ACCEPT THIS AGREEMENT, YOU MUST NOT ACCESS OR USE THE SITE OR THE SERVICES. IF YOU ARE DISSATISFIED WITH THIS AGREEMENT OR ANY RULES, POLICIES, GUIDELINES OR PRACTICES APPLICABLE TO THE SITE OR SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SITE AND SERVICES.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” WILL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

We may amend any part of this Agreement by adding, deleting, or varying its terms from time-to-time in our discretion. We will provide you with notice of the proposed amendment by posting an amended version of this Agreement with a new “Last Updated” date. We will include a link to the previous version of the terms beneath the new “Last Updated” date.

The amendments will take effect 30 days after the date on which the amended version is posted. Prior to that date, the previous version of this Agreement will continue to apply.

If you disagree with any amendments, you may terminate this Agreement by ceasing to use the Site and Services at any time within the 30-day period before the amendments take effect. If the amendment increases your obligations under this Agreement, or decreases our obligations under this Agreement, then you can also terminate in the 30 days after the amendments take effect. In either case, there is no cost or penalty for terminating. If you do not cease using the Site and Services during that time, then by your continued use, you are considered to have accepted the proposed amendments.

Ability to Enter into this Agreement

In order to enter into this Agreement, you must have reached the legal age of majority in your jurisdiction of residence, and be fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in this Agreement, and to abide by and comply with this Agreement. It is your responsibility to ensure that you are legally eligible to enter into this Agreement under any laws applicable to you. If you accept this Agreement, you represent that you have the capacity to be bound by it.

Intellectual Property Rights

All material available on the Site and all material and services provided by or through Suborbital, its affiliates, subsidiaries, employees, agents, licensors or other commercial partners including, but not limited to, software, all informational text, software documentation, design of and “look and feel”, layout, photographs, graphics,

audio, video, messages, interactive and instant messaging, design and functions, files, documents, images, or other materials, whether publicly posted or privately transmitted as well as all derivative works thereof (collectively, the “**Materials**”), are owned by us or our licensors or service providers, and are protected by copyright, trademark, trade secret and other intellectual property laws.

Subject to your compliance with all of the terms and conditions of this Agreement, during the term of this Agreement, Suborbital grants to you a non-transferable, non-sublicensable, non-exclusive, revocable, limited-purpose right to access and use the Materials that we make available to you. You are not permitted to download, copy or otherwise store any Materials.

Some components of the Services and certain software required to use certain aspects of the Services may be governed by open source software licenses which will be identified to you prior to your use of such components or software. Your license rights with respect to those components or software are defined by the applicable open source software license. In the event of a conflict between this Agreement and any such open source licenses, the open source software licenses shall prevail with respect to those components or software.

If Suborbital, in its sole discretion and without notice, considers that there is an immediate security or operational risk to the Services or any of its, your or a third party system, then Suborbital may immediately suspend access to or use of the Services. The suspension of use and access is not a breach of this Agreement. You acknowledge that the preservation of security, confidentiality and data is paramount. Suborbital has no liability to you for suspending the Services under this provision.

This section does not apply to Content; however you agree that any ideas, suggestions, concepts, processes or techniques which you provide to Suborbital related to the Services, the Site or Suborbital or its business (“**Feedback**”) are and will be Suborbital’s exclusive property without any compensation or other consideration payable to you by Suborbital, and you do so of your own free will and volition. Suborbital may or may not, in its sole discretion, use or incorporate the Feedback in whatever form or derivative Suborbital may decide into the Site, the Services, its software, documentation, business or other products or services, or any future versions or derivatives of the foregoing. You hereby assign all rights on a worldwide basis in perpetuity to Suborbital in any Feedback and, as applicable, waive any moral rights.

Suborbital retains the right to collect metrics and usage data generated by anyone using the Site or the Services, including our users, and utilize such data in an anonymized and aggregated form for the purpose of enhancing and providing the Services and for other internal business purposes. Suborbital will not sell any such data or your Content to third parties.

Your Profile Information and Account

If you sign up for a Suborbital account (“**Account**”), you agree that Suborbital is providing you with one user identification reference that you will use to create a username and password (together, the “**User ID**”) to the extent, and only to the extent, necessary to access and use the Site and Services in accordance with this Agreement. You agree and understand that you are responsible for maintaining the confidentiality of your User ID. That User ID, together with any or other user information you provide, including but not limited to your social media profiles and location, will form your “**Profile Information**” and allow you to access your Account. You will provide true, accurate, current and complete information about yourself, and you agree not to misrepresent your Profile Information. You represent and warrant to Suborbital that you have not misrepresented any Profile Information. You are responsible for any Profile Information that may be lost or unrecoverable through the use of the Site or Services.

Your right to access and use the Services is personal to you and is not transferable by you to any other person or entity. You agree not to disclose your User ID to any third party. You are solely responsible for all activities that occur under your Account or under your Profile Information. If you become aware of any unauthorized use of your Account or Profile Information, you are responsible for notifying Suborbital immediately. It is your responsibility to update or change any Account or Profile Information, as appropriate.

For paid Accounts (each, a **“Paid Account”**), Suborbital deems the person under whose name appears on the credit or charge card that pays the charges for the Services to be the owner and controller of the User ID, Profile Information and Paid Account for all purposes under this Agreement. If a corporate or other organization’s name appears on the credit or charge card, that corporation or organization is deemed to be the owner. If any dispute arises as to who owns or controls a User ID, Profile Information or Paid Account, the credit or charge card will continue to be charged and you will be responsible to pay for the Services until Suborbital receives written confirmation from the Paid Account email address confirming a change in ownership and control of the Paid Account.

In the case of any newsletter or other marketing initiatives, you can withdraw your consent to receiving those communications and unsubscribe to any Suborbital subscriptions at any time by clicking **“Unsubscribe”** at the bottom of such communication or by contacting us at company@suborbital.dev. Doing so may have a material impact on our ability to provide any Services to you, and we are not responsible if you do so.

Fees and Renewals

Pricing for a Paid Account will be made available to you through the Site at your time of registration for a Paid Account. Unless otherwise agreed to by Suborbital, fees for a Paid Account will be billed in advance for each year and are non-refundable. There will be no refunds or credits for partial months of service or for periods in which your Paid Account remains open but you do not use the Services.

We reserve the right to modify our billing rates at any time upon 30 days written notice by posting such fee changes to the Site or through email notification to you. You will be liable to pay such modified billing rates.

Term and Renewal

Subject to your payment of applicable fees for a Paid Account, we will provide the Services to you for the period of time that you have paid for such Services (the **“Subscription Period”**).

At the end of the Subscription Period, your Paid Account subscription will automatically renew for an additional Subscription Period until explicitly cancelled by you as described in the **“Cancellation and Termination”** section below.

If you purchase any fee-based Services, you agree that Suborbital, or our third party service providers, may store your credit or charge card information. You expressly agree that we are authorized to charge you (i) a fee for any applicable Services for which you have subscribed, billed on a basis of the Subscription Period, (ii) any other fees for Services you may purchase, (iii) any charges for use of the Services in excess of the usage or other limits placed on your use of the Services (and you hereby consent to such charges and agree we are not required to notify you of any such charge in advance) and (iv) any applicable taxes in connection with your use of the Services to the credit or charge card you provide and to reimburse us for all collection costs and interest for any overdue amounts. If the credit or charge card you provide expires and you do not provide new credit or charge card information or cancel your account, you authorize us to continue billing you and you agree to remain responsible for any uncollected fees.

Trial Program

From time to time and at our sole discretion, we may offer free or discounted pricing for you to evaluate the use of the current Services that are generally available to customers for a limited period of time (the **“Trial Program”**). If you register for a Trial Program, you must decide to purchase the Services within the term of the Trial Program specified by us (the **“Trial Period”**) in order to continue to use the Services or retain any Content (as defined below) that you have posted or uploaded during the Trial Period. If you do not purchase the Services by the end of the Trial Period, the Services will be unavailable to you, although your Content will be available to you for a period of 30 days from the end of the Trial Period. Once the Trial Period has expired, you agree that our normal billing rates will apply. You agree to comply with any additional terms, restrictions or limitations (including limitations on the total amount of usage) we impose in connection with any Trial Program. You may not sign-up for multiple Accounts in order to receive additional benefits under any Trial Programs. We may terminate or suspend any Trial Program at any time without notice or liability and in our sole discretion. We reserve the right to charge or charge more for any Service or product offered through any Trial Program.

Taxes

You take full responsibility for all taxes and fees of any nature associated with the Services, including any sales tax related to any purchase or sale of services or goods under this Agreement. When purchasing or selling services or goods under this Agreement, it is your responsibility to determine whether or not sales taxes apply to a transaction and to collect, report and remit the correct amounts to the appropriate authority. Any tools provided as Materials or in connection with the Services indicating estimated taxes due are for illustration purposes only. You take full responsibility for all taxes and fees of any nature associated with the Services, including any sales tax related to the purchase or sale of services or goods under this Agreement.

Submission of Content

The Site and the Services available thereon enable you to provide or upload content, including but not limited to messages, materials, data, text, music, sound, photos, videos, graphics, applications, code and other information or content (collectively, **“Content”**), to Suborbital for the purpose of providing the Services or as otherwise permitted under this Agreement. You acknowledge and agree that you are solely responsible for all Content you submit, provide or upload and the consequences for submitting, providing or uploading it.

Suborbital will use Content you upload solely in connection with providing the Services to you, and for no other reason. You agree that by uploading, or otherwise providing any Content on or through the Site and/or the Services, you grant to Suborbital a perpetual, worldwide, non-exclusive, royalty-free license to use, reproduce, process, display, all or any portion of such Content, solely in connection with providing the Services to you. This license includes the right to host, index, cache or otherwise format your Content in order to provide the Services.

You represent and warrant that you own your Content or have the necessary licenses, rights, consents and permissions to grant the license set forth herein and that its provision to Suborbital or Suborbital’s use thereof will not violate the copyrights, privacy rights, publicity rights, trademark rights, contract rights or any other intellectual property rights or other rights of any person or entity.

You agree that Suborbital is not responsible for any violations of any third party intellectual property rights in any Content that you submit to Suborbital. You agree to pay all royalties, fees and any other monies owing to any person by reason of the Content uploaded, displayed or otherwise provided by you to the Site.

Monitoring

Suborbital may, but has no obligation to, monitor Content on the Site, or any website created using our Services. You consent to such monitoring. We may disclose any information necessary or appropriate to satisfy our legal obligations, protect Suborbital or its customers, or operate the Site or Services properly, or improve the Site or Services. Suborbital, in its sole discretion, may refuse to post, remove, or require you to remove, any Content, in whole or in part, alleged to be unacceptable, undesirable, inappropriate, or in violation of this Agreement, including, but not limited to the Privacy Policy.

Acceptable Use and Conduct:

You agree that you will not publish or make available any Content that, or use the Site or Services in a manner that:

- (a) infringes, violates or misappropriates any third party's intellectual property or proprietary rights;
- (b) contains software viruses, Trojan horses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (c) is misleading, deceptive or fraudulent or otherwise illegal or promotes illegal activities, including engaging in phishing or otherwise obtaining financial or other personal information in a misleading manner or for fraudulent or misleading purposes;
- (d) is libelous or defamatory, or that is otherwise threatening, abusive, violent, harassing, malicious or harmful to any person or entity, or is invasive of another's privacy;
- (e) is harmful to minors in any way;
- (f) is hateful or discriminatory based on race, color, sex, religion, nationality, ethnic or national origin, marital status, disability, sexual orientation or age or is otherwise objectionable, as reasonably determined by Suborbital;
- (g) impersonates a Suborbital employee, or any other person, or falsely states or otherwise misrepresents your affiliation with any person or entity, or to obtain access to the Site or Services or a portion thereof without proper authorization;
- (h) interferes or attempts to interfere with the proper working of the Site or Services or prevents others from using the Site or Services, or in a manner that disrupts the normal flow of dialogue with an excessive number of messages (flooding attack) to the Site, or that otherwise negatively affects other persons' ability to use the Site or Services;
- (i) uses any manual or automated means, including agents, robots, scripts, or spiders, to monitor or copy the Site or Services or the content contained therein;
- (j) facilitates the unlawful distribution of copyrighted Content;
- (k) except as expressly permitted by Suborbital, licenses, sublicenses, rents or leases the Services to third parties, or uses the Services for third party training, commercial time-sharing or service bureau use;
- (l) includes personal or identifying information about another person in a manner that employs misleading email or IP addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of Content transmitted through the Site or Services to users;
- (m) constitutes or contains any form of advertising or solicitation to users who have requested not to be contacted about other services, products or commercial interests;
- (n) stalks or otherwise harasses anyone on the Site or using the Services or with information obtained from the Site or Services;
- (o) collects, uses or discloses data, including personal information, about users without their informed consent or for unlawful purposes or in violation of applicable law or regulations;

- (p) requests, solicits or otherwise obtains access to usernames, passwords or other authentication credentials from any user of the Site or Services for the purposes of automating logins to the Site;
- (q) attempts to gain unauthorized access to the computer systems of Suborbital or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of the Site or Services;
- (r) posts adult or pornographic Content;
- (s) decompiles or reverse engineers or attempts to access the source code of the software underlying the Site, the Services or any other Suborbital technology;
- (t) copies, archives, stores, reproduces, rearranges, modifies, downloads, uploads, creates derivative works from, displays, performs, publishes, distributes, redistributes or disseminates all or any part of the Site or Services;
- (u) accesses the Site or Services for the purposes of building a product using similar ideas, features, functions, interface or graphics as those found in the Site or Services;
- (v) accesses the Site or Services for the purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes; or
- (w) accesses the Site to upload any Content or computer code for the purposes of: (i) causing a breach or override of security to the Site or Services; (ii) interfering with the proper working, functionality or performance of the Site or Services; or (iii) preventing others from accessing or using the Site or Services.

Disclaimer of Warranties

YOUR USE OF THE SITE OR SERVICES AND ALL CONTENT FORMING PART OF OR RELATED TO THE SITE OR SERVICES, INCLUDING ANY CONTENT YOU UPLOAD OR SUBMIT AND ANY THIRD PARTY SOFTWARE AND CONTENT, ARE AT YOUR SOLE RESPONSIBILITY AND RISK. THE SITE AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SUBORBITAL EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND WITH RESPECT TO THE SITE OR SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, PERFORMANCE, SYSTEM INTEGRATION, QUIET ENJOYMENT, TITLE, AND NON-INFRINGEMENT.

SUBORBITAL DISCLAIMS ANY WARRANTY THAT THE SITE, THE SERVICES OR ANY CONTENT, INCLUDING WITHOUT LIMITATION ANY THIRD PARTY SOFTWARE AND CONTENT, WILL MEET YOUR REQUIREMENTS OR BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVERS THAT MAKES THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU AGREE THAT FROM TIME TO TIME SUBORBITAL MAY REMOVE THE SITE OR CEASE PROVIDING THE SERVICES FOR INDEFINITE PERIODS OF TIME WITHOUT NOTICE TO YOU. YOUR ACCESS AND USE OF THE SITE AND THE SERVICES MAY BE INTERRUPTED FROM TIME TO TIME FOR ANY OF SEVERAL REASONS, INCLUDING, WITHOUT LIMITATION, THE MALFUNCTION OF EQUIPMENT, PERIODIC UPDATING, MAINTENANCE OR REPAIR OF THE SITE OR SERVICES OR OTHER ACTIONS THAT SUBORBITAL, IN ITS SOLE DISCRETION, MAY ELECT TO TAKE. SUBORBITAL MAKES NO GUARANTEE REGARDING: (A) THE AMOUNT, TIMING AND DELIVERY OF ANY CLICKS OR IMPRESSIONS WITH RESPECT TO ANY CONTENT (INCLUDING THIRD PARTY CONTENT) OR ADVERTISING ON THE SITE OR SERVICES; OR (B) THE COMPATIBILITY OF ANY SOFTWARE, HARDWARE OR CONTENT WITH THE SITE OR SERVICES.

SUBORBITAL IS NOT RESPONSIBLE FOR THE ACTS OR OMISSIONS OF, OR FOR THE FAILINGS OF, ANY THIRD-PARTY PROVIDER OF ANY CONTENT, SERVICE, NETWORK, SOFTWARE OR HARDWARE, INCLUDING BUT NOT LIMITED TO, INTERNET SERVICE PROVIDERS, HOSTING SERVICES UTILIZED BY SUBORBITAL,

TELECOMMUNICATIONS PROVIDERS, CONTENT PROVIDED BY OTHER USERS, OR ANY SOFTWARE OR HARDWARE NOT PROVIDED BY SUBORBITAL.

YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR CONTENT IS COMPATIBLE WITH THE SITE AND SERVICES. SUBORBITAL DISCLAIMS ANY LIABILITY OR RESPONSIBILITY FOR ANY UNAUTHORIZED USE OF YOUR CONTENT BY THIRD PARTIES OR OTHER USERS OF THE SITE AND SERVICES AND IS NOT RESPONSIBLE FOR PROTECTING YOUR CONTENT.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE OR SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SUBORBITAL OR THROUGH OR FROM THE SITE OR SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

THE SITE AND SERVICES ARE OFFERED AND CONTROLLED BY SUBORBITAL FROM ITS FACILITIES IN CANADA. SUBORBITAL MAKES NO REPRESENTATIONS THAT THE SITE OR SERVICES ARE APPROPRIATE OR AVAILABLE FOR USE IN OTHER LOCATIONS. THOSE WHO ACCESS OR USE THE SITE OR SERVICES FROM OTHER JURISDICTIONS DO SO AT THEIR OWN VOLITION AND ARE RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAW.

Third Party Sites and Content

The Site may permit you to link to other websites or resources on the Internet, and other websites or resources may contain links to the Site. These other websites are not under Suborbital's control, and you acknowledge that Suborbital is not responsible or liable for any third party content, including but not limited to the accuracy, integrity, quality, usefulness, legality, appropriateness, safety or intellectual property rights of or relating to such third party content or any other aspect of such websites or resources. The inclusion of any such link does not imply endorsement by Suborbital or any association with its operators. You further acknowledge and agree that Suborbital will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such third party content, goods or services available on or through any such website or resource. Access and use of third party sites, including the information, material, products and services on third party sites or available through third party sites, is solely at your own risk.

Exclusive Remedy and Limitation of Liability

YOU AGREE THAT, UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE, BREACH OF WARRANTY OR CONDITION, BREACH OF CONTRACT OR TORT, WILL SUBORBITAL OR ITS OWNERS, OFFICERS, DIRECTORS, AFFILIATES, CONTRACTORS, EMPLOYEES OR AGENTS, BE LIABLE TO YOU OR ANY THIRD PARTY ACTING ON YOUR BEHALF FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES OR THE COST OF ANY SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES (EVEN IF SUBORBITAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM OR RELATING TO THIS AGREEMENT OR YOUR USE OF OR YOUR INABILITY TO USE THE SITE OR SERVICES, OR FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT. SUBORBITAL'S TOTAL AGGREGATE LIABILITY FROM ANY AND ALL CLAIMS UNDER THIS AGREEMENT IS LIMITED TO THE LESSER OF: (A) \$100; AND (B) THE TOTAL AMOUNTS YOU PAID TO SUBORBITAL IN THE ONE (1) YEAR IMMEDIATELY PRECEDING THE OCCURRENCE OF LOSS OR DAMAGE. TO THE EXTENT ANY PROVINCE, STATE OR JURISDICTION DOES NOT ALLOW THE EXCLUSION OR THE LIMITATION

OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SUBORBITAL'S LIABILITY IN SUCH PROVINCE, STATE OR JURISDICTION WILL BE LIMITED TO THE FURTHEST EXTENT PERMITTED BY LAW. NOTWITHSTANDING THE FOREGOING OR ANYTHING ELSE HEREIN TO THE CONTRARY, SUBORBITAL WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY ACTING ON YOUR BEHALF IN ANY WAY WITH RESPECT TO A TRIAL PROGRAM OR YOUR PROVISION OF AN INDIVIDUAL'S PERSONAL INFORMATION TO SUBORBITAL OR THROUGH THE SERVICES. YOU FURTHER AGREE THAT THE FOREGOING LIMITATIONS WILL APPLY WITH RESPECT TO THIRD PARTY LIABILITY OF ANY KIND.

THE FOREGOING LIMITATIONS WILL ALSO APPLY WITH RESPECT TO ANY DAMAGES INCURRED BY REASON OF ANY CONTENT OR SERVICES PROVIDED ON ANY THIRD PARTY SITES OR OTHERWISE PROVIDED BY ANY THIRD PARTIES OTHER THAN SUBORBITAL AND RECEIVED BY YOU THROUGH OR ADVERTISED ON THE SITE OR RECEIVED BY YOU ON ANY THIRD PARTY SITES. YOU ALSO AGREE THAT SUBORBITAL WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS THE RESULT OF ANY INTERACTIONS OR DEALINGS WITH ADVERTISERS OR AS THE RESULT OF THE PRESENCE OF SUCH ADVERTISERS ON THE SITE.

Suborbital will have no liability whatsoever for any damages, liabilities, losses or any other consequences that you may incur as a result of any modification, suspension or discontinuance of the Site and/or the Services.

Waiver of Jury Trial and Class Action Rights

WITH RESPECT TO ANY DISPUTE ARISING OUT OF OR RELATED TO THE SITE, THE SERVICES AND/OR THIS AGREEMENT: (I) YOU HEREBY EXPRESSLY GIVE UP YOUR RIGHT TO HAVE A TRIAL BY JURY; AND (II) YOU HEREBY EXPRESSLY GIVE UP YOUR RIGHT TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INCLUDING BUT NOT LIMITED TO CLASS ACTION LAWSUITS INVOLVING ANY SUCH DISPUTE.

Limitation of Time

You agree that you will not bring a claim under or related to this Agreement more than 12 months from when your claim first arose.

Indemnity

You agree to indemnify, defend, and hold harmless Suborbital, and its subsidiaries, affiliates, co-branders, all third-party advertisers, technology providers, service providers or other partners, and each of their respective officers, directors, agents, shareholders, employees and representatives (together, the "**Indemnified Parties**"), from and against any third party claim, demand, loss, damage, cost, or liability (including, reasonable attorneys' fees) (collectively and individually, "**Claims**") incurred by or made against the Indemnified Parties in connection with any Claims arising out of or relating to this Agreement, the Site or the Services, including but without limitation in relation to: (a) your use, non-use or misuse of, or connection to the Site, the Services and any Content, including without limitation your Profile Information and any third party Content forming part of the Site; (b) your violation or alleged violation of this Agreement; and (c) your violation of any rights, including intellectual property rights, of a third party and otherwise as set out herein. Suborbital reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Suborbital and you agree to cooperate with Suborbital's defense of these Claims. You agree not to settle any matter without the prior written consent of Suborbital. Suborbital will use reasonable efforts to notify you of any such Claims upon becoming aware of it.

Cancellation and Termination

You may cancel your Account at any time through the interface provided as part of the Services. Cancellation must be issued via the interface or via Suborbital's support addresses. Any cancellation request must be made

at least 30 days prior to the end of the term of your then-current Subscription Period. This is the only way to cancel your Account and you will not be provided with a refund, in whole or in part, of any pre-paid amount. Email requests (from email accounts other than your Suborbital email account) or phone requests to cancel your Account will not be accepted.

You will remain liable for all charges accrued on your Account up to the time of cancellation, including full fees for the then current Subscription Period in which you cancelled your Account. Suborbital is under no obligation to store your Content and may delete your Account and your Content immediately upon cancellation or may keep your Account and your Content for up to 90 days following the last day of the month of cancellation. Upon request from you, we will make available for access to you any of your Content for 90 days from the effective date of termination of the Services.

Suborbital reserves the right at any time, and without cost, charge or liability, to terminate this Agreement at its sole discretion for any reason, including, but not limited to, a failure to comply with the terms of this Agreement. Suborbital reserves the right to modify, suspend or discontinue the Site and/or Services, or any portion thereof, at any time and for any reason, with or without notice.

Miscellaneous

If there is any dispute between you and Suborbital about or involving this Agreement, the Site or the Services, you hereby agree that the dispute will be governed by and construed in accordance with the laws of the Province of British Columbia, Canada, and the federal laws of Canada applicable therein without regard to its conflict of law provisions.

The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

Except for any claim involving the ownership of intellectual property, all disputes arising out of or in connection with this Agreement will be referred to and finally resolved by arbitration under the rules of the Vancouver International Arbitration Centre (“**VaniAC**”). The appointing authority will be the VaniAC. The case will be adjudicated by a single arbitrator and will be administered by the VaniAC in accordance with its rules. The place of arbitration will be Vancouver, British Columbia, Canada. The language of the arbitration will be English. Notwithstanding the foregoing, Suborbital may seek and obtain injunctive relief in any jurisdiction in any court of competent jurisdiction and you agree that this Agreement is specifically enforceable by Suborbital through injunctive relief and other equitable remedies without proof of monetary damages.

If any portion of this Agreement is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, this Agreement as a whole will not be deemed unlawful, void or unenforceable, but only that portion of this Agreement that is unlawful, void or unenforceable will be stricken from this Agreement.

You agree that if Suborbital does not exercise or enforce any legal right or remedy which is contained in the Agreement (or which Suborbital has the benefit of under any applicable law), this will not be taken to be a formal waiver of Suborbital’s rights and that those rights or remedies will still be available to Suborbital.

The sections of “Submission of Content”, “Intellectual Property Rights”, “Taxes”, “Confidential Information”, “Disclaimer of Warranties”, “Third Party Sites and Content”, “Exclusive Remedy and Limitation of Liability”, “Waiver of Jury Trial and Class Action Rights”, “Limitation of Time”, “Indemnity” and “Miscellaneous” will survive any actual or purported termination or expiry of this Agreement and continue in full force and effect.

This Agreement is the entire agreement between us related to the subject matter in this Agreement. This Agreement replaces and supersedes any other prior or contemporaneous agreement, representation or discussion, oral or written, and may not be changed except in writing signed by us, regardless of whether or not the parties act under an unsigned "electronic" agreement or rely on such an unsigned agreement.

Contacting Suborbital

You may contact Suborbital by email at company@suborbital.dev.