

RockStarLaw.com Terms of Use/Service

Last Updated February 5, 2023

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE SITE OR SERVICES.

This agreement ("Agreement" or "Terms of Use/Service") between you and Rockstar LLC ("Us") located at 871 Coronado Center Drive, Suite 200, Henderson, NV 89052, sets forth the terms and conditions which apply to the use by you of www.rockstarlaw.com or other sites owned and operated by Us (collectively the "Site") and any other product or service offered by Us for use, subscription or sale (collectively, "Services"). Subject to the terms and conditions below, and your acceptance thereof, Us agrees to grant, and you agree to take, a non-exclusive, non-transferable, single computer license to use and display the related software for your personal (or household) non-commercial use by any machine(s) of which you are the primary user ("Limited Licensee"). Without limiting the foregoing, you agree not to use the contents of the Services for any other use or purpose. You further agree that you will not, and will not attempt, to copy or distribute the content of the Site or Services to any other person unless specifically permitted by Us or otherwise violate the single computer, non-commercial display and use Limited License granted hereunder.

Your use of the Site and any business you transact with Us are subject to these Terms of Use and the policies linked therein.

If you do not understand and accept the provisions, do not use the Site or the Services. Your use of the Site or any Services shall be deemed to constitute your acceptance of this Agreement and all of the rules and restrictions related to the Site and Services, as they may change from time to time.

LAWFUL USE

You agree to use the Site and Services only as lawful in the United States, and all jurisdictions and subdivisions thereof, and in any nation and jurisdiction in the world, and all subdivisions thereof, with respect to which you use, access or reach out to with regard to the Services. Without limiting the foregoing, you agree not to post on or transmit through the Site and Services any material which violates or infringes in any way upon the rights of others; is threatening, abusive or harassing; is defamatory; is invasive of privacy or publicity rights; is obscene; is lewd, lascivious, filthy, excessively violent or otherwise objectionable; or which encourages conduct that would violate any law or give rise to civil or criminal liability under any law. You agree to abide by the terms and conditions of this Agreement and any additional terms, conditions, rules or procedures imposed by Us or by third-party content providers in connection with third-party content, software or services available on or through the Site or Services.

RIGHTS

The content of the Site includes copyrighted materials, trademarks and other proprietary information, which may include, without limitation, text, software, photos, video, audio visual recordings, graphics, music and sound. The entire contents of the Site and the Services are copyrighted as a collective work under the United States copyright laws and/or similar laws of other jurisdictions. We own, or license a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to Us. Third-party content providers own the copyrights in certain content that is original to them. RockStarLaw, is a trademark and service mark of Vincent Kostiw. All rights are reserved. All other trademarks and service marks appearing on the site are the property of their respective owners, including, in some instances, Us. All rights are reserved. Use of any of our trademarks, service marks or names as "metatags" on other web sites is prohibited. You may not display our Services or content in frames or "in-line links" without express written permission from Us.

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otherwise injure Us, so long as the site where the link resides, and all other locations to which such site links, comply with all applicable laws and do not in any way abuse, defame, stalk, threaten or violate the rights of privacy, publicity, intellectual property or other legal rights of others or, in any way, post, publish, distribute, disseminate or facilitate any inappropriate, infringing, defamatory, profane, indecent, obscene or illegal/unlawful information, topic, name or other material. All of our rights and remedies are expressly reserved.

EQUIPMENT

You agree to be responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for access to and use of the Site and Services, and you shall be responsible for all charges related thereto.

DISCLAIMER

You understand that we cannot and do not promise, guarantee or warrant that files you download through the Internet will be free from viruses, worms, Trojan horses or other code that may be destructive. You are responsible for implementing sufficient safeguards for yourself. We do not assume any responsibility for your use of the Internet.

The content of the Site and/or Services may not be complete or up-to-date and should not be used to replace any other statements or notices provided by us. Information obtained by using the Site and/or Services is not exhaustive and does not necessarily cover all relevant issues.

Nothing on the Site is specific legal advice. All legal advice is based on unique and pertinent facts, and applicable law. You shall not consider any content on the Site as legal advice pertinent to your situation, or rely on such.

FOR YOUR INFORMATION

USE OF THIS SITE AND THE SERVICES IS AT YOUR OWN RISK. THE CONTENT IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED. WE DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. WE DO NOT WARRANT THAT THIS SITE OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL ELEMENTS. WE DO NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING ANY USE OF THE CONTENT OR ACCURACY. WE MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. YOU ASSUME THE ENTIRE COST OF ANY LOSS OR DAMAGE ARISING FROM THE USE OF THIS SITE OR ITS CONTENT. WE MAKE NO WARRANTY THAT YOUR USE OF THE CONTENT WILL NOT INFRINGE THE RIGHTS OF OTHERS. WE ASSUME NO RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH CONTENT.

LIMITATION ON LIABILITY

ROCKSTAR LLC, ITS PARENTS, SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS (COLLECTIVELY, HEREAFTER IN THIS PARAGRAPH, "US") WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF US TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION) EXCEED THE GREATER OF \$100, OR THE AMOUNT YOU HAVE PAID TO US. Some of the foregoing limitations may not apply to you under the laws of your state; in that case only the limitations permitted in your state will apply.

You will indemnify and hold Us, its parents, subsidiaries, affiliates, licensors, licensees, customers, content providers, service providers, employees, agents, officers, directors and contractors ("Indemnified Parties") harmless from any breach of these Terms of Use by you, including any use of content from the site other than as expressly authorized by us in these Terms of Use. You agree that the Indemnified Parties will have no liability in

connection with any such breach or unauthorized use. You agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorney's fees of the Indemnified Parties in connection herewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by any third parties arising out of your use of this Site or the Services.

SUBMISSIONS

All comments, reviews, articles, sound files, videos, and photographs (collectively "Submitted Content") you submit to Us directly or through user surveys become the property of Us and, except as otherwise specifically stated on the Site, you grant a perpetual, non-exclusive, royalty free license giving Us the right to use the Submitted Content for any purpose, including, but not limited to the advertising and promotion of the Site and the Services.

SALES TAX

Where required by law, we collect applicable Sales Tax and remit it to the appropriate state authorities. As of the date of these Terms of Use, we collect sales tax in Nevada. In other states, each customer is responsible for his or her own taxes as required by the law of his or her state. Where required by law, we report customer name, shipping address, and purchase amount for sales into other states.

If you are an organization or individual exempt from Sales Tax based in one of the states where we collect Sales Tax, please call 702-202-9595 for assistance.

GIFT CERTIFICATES

Electronic Gift Certificates sold on www.rockstarlaw.com are issued and governed by Nevada law. The Electronic Gift Certificates may be used for purchases on www.rockstarlaw.com and in our offices. They never expire (except for promotional gift certificates issued for no charge) and there is no fee for their use or non-use.

PRICES

Rockstar LLC makes every effort to keep all prices current and correct, however, we are not responsible for errors in pricing and prices may change without notice. Pricing is reserved only by placing an order.

SECURITY AND PRIVACY

Any passwords used for registration on the Site are for individual use only. You are solely responsible for the security of your password. We may monitor your password and, at our discretion, require you to change it. If you use a password that we consider insecure, we may require it to be changed or we may end your account.

If you become involved in any violation of system security, we reserve the right to release your details to system administrators at other sites in order to assist them in resolving security incidents. We reserve the right to investigate all suspected violations of these Terms of Use.

We reserve the right to cooperate fully with any law enforcement authorities or court order requesting disclosure of the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms of Use. BY ACCEPTING THIS AGREEMENT, YOU WAIVE AND HOLD HARMLESS US FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY US DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER US OR LAW ENFORCEMENT AUTHORITIES.

You agree that we shall have the right, but not the obligation, to monitor the content of the Services and the use of the Services by you and other users (including, without limitation, by keystroke capture) to determine compliance with this Agreement and for any other purpose deemed appropriate by Us and further that we may use the

information gathered during such monitoring for any purpose deemed appropriate by Us to the extent permitted by law. You further agree that, subject only to our Privacy Policy as it may change from time to time, personal data provided by you to Us may be used, to the extent permitted by law, for any purpose we deem appropriate and may, within our sole discretion, be given or sold to our affiliates or third parties. You acknowledge that you understand that when you disclose personal information (e.g., user name, e-mail address) on the Site or Services, that information can be monitored, collected and used by others and may result in unsolicited messages from other users or other third parties and that you consent to all such monitoring, collection and use. If you object to our sharing of your personal information, you may opt out of information governed by mandatory opt out provisions under the Financial Services Modernization Act and the Fair Credit Reporting Act, to the extent required by such acts, if we ever collect such information and even though we are not governed by those acts.

You agree that Rockstar LLC in its sole discretion, shall have the right, but not the obligation, to edit, refuse to post or remove any Submitted Content, for any reason whatsoever, including, without limitation, if we consider that the Submitted Content constitutes or promotes gambling or any illegal activity, or if we consider the material to be pornographic, sexually explicit, lewd, lascivious, filthy, excessively violent, harassing or otherwise objectionable. Notwithstanding the foregoing, you shall remain solely responsible for the content of material you upload, post or otherwise make available on the Site or the Services. Furthermore, you acknowledge that the Site and Services may not be monitored and that you do not rely on Us to monitor or edit the Site or Services and that the Site or Services may contain content which you find offensive, and you hereby waive any objections you might have with respect to viewing such content.

GOVERNING LAW

These Terms of Use will be governed and interpreted pursuant to the laws of the State of Nevada, notwithstanding any conflicts of law. You specifically consent to personal jurisdiction in Nevada in connection with any dispute between you and us. The parties to these Terms of Use each agree that, subject to the arbitration requirement, the exclusive venue for any dispute between the parties arising out of or relating to Us or these Terms of Use will be in the state courts in Clark County, Nevada or the federal courts in Nevada, 'southern division'; provided that we may elect to bring an action against you in any applicable jurisdiction if you fail to submit to jurisdiction and venue in Clark County, Nevada or to enforce any award or order. You agree that any suit, action or proceeding arising out of or relating to this Agreement or any of the transactions contemplated herein or related to the Site or Services (including without limitation, statutory, equitable or tort claims) shall be resolved solely by binding arbitration before a sole arbitrator under the rules and regulations of the American Arbitration Association ("AAA"); provided, however, that notwithstanding the parties' decision to resolve any and all disputes arising under this Agreement through arbitration, Us may seek to obtain injunctive relief or other equitable relief from a court to enforce the provisions hereof or the decision of the arbitrator. The arbitration shall be held in Clark County, Nevada. The arbitrator shall apply the substantive laws of the State of Nevada, shall issue a written decision, and shall have the power to award any legal remedies except for punitive damages. The parties will split the arbitrator's fee. You irrevocably waive any rights to bring or participate in any class action related in any way hereto.

If any part of these Term of Use is unlawful, void, or unenforceable against you due to Federal, State, or Local law having jurisdiction, that part will be deemed severable and will not be applied to you.

CONTESTS

In the event that we choose to feature various contests and promotions on the Site, any conflicting rules or terms specific to those events will supersede these Terms of Use.

DISPUTES

In the unlikely event you have a dispute with us regarding the Site, your purchases, our offers, or any other matter, including issues of statutes or regulations, you and Rockstar LLC agree to resolve the disputes according to our then applicable Dispute Resolution Policy.

MISCELLANEOUS

Rockstar LLC operates and controls the Site from its offices in Nevada, in the United States of America. We make no representation that the Site or Services is appropriate or available in other locations. Accordingly, those persons who choose to access the Site or Services from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. You and rockstar LLC irrevocably disclaim and waive the application of the U.N. Convention for the International Sale of Goods. Software from this Site is subject to United States export controls. Thus, no software from this Site may be downloaded, exported or re-exported (a) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the United States has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading any software, you represent and warrant that you are not located in, under the control of, or a national or resident of, any such country or on any such list. These Terms and Conditions are effective until terminated by either party. Users may terminate this Agreement by destroying all Materials (including without limitation, all related documentation and all copies and installations thereof, whether made under these Terms of Use or otherwise) obtained from this Site (or any other web site or source). The privileges granted to you under this Agreement will terminate immediately and automatically without notice from Us if, in our sole discretion, you fail to comply with any term or provision of these Terms of Use. Upon such termination, you must destroy all materials obtained via this Site or the Services (or any other web site or source), and all copies thereof, whether or not made under the terms of this Agreement. This Agreement contains the entire understanding of you and Us, and supersedes all prior understandings of the parties hereto relating to the subject matter hereof, and cannot be changed or modified by you except by a writing signed by an authorized signatory for Rockstar LLC. Notwithstanding the foregoing, any additional terms and conditions on this Site will govern the items to which they apply. We may revise these Terms of Use at any time, without prior notice. If any provision of this Agreement is found to be illegal or unenforceable, the Agreement will be deemed curtailed to the extent necessary to make it legal and enforceable and will remain, as modified, in full force and effect. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import. You hereby waive any and all defenses you may have based on the electronic form of this Agreement and the lack of signing by the parties hereto to execute this Agreement.

Intellectual Property Complaints, Notices and Official Address:

Rockstar LLC takes the intellectual property rights of others very seriously and complies with the complaint procedures of the Digital Millennium Copyright Act. If you believe that any of the content displayed on or made available via the Site or Services infringes any rights, including copyrights or trademarks, owned by you, or by an owner for which you are authorized to act, please send the specific details of your claimed infringement via either email or letter to the contact listed below.

Name and Contact Information of Agent Designated to Receive Notification of Claimed Infringement (or other legal notices or requests):

Rockstar LLC
Attn: IP Infringement Notice
871 Coronado Center Drive
Suite 200
Henderson, NV 89052

Email: support23@rockstarlaw.com

In your notification, please include the following information:

Identification of the copyrighted work(s) claimed to have been infringed and statement of ownership to such work(s);

Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;

Information reasonably sufficient to permit us to contact you, such as an address, telephone number and email address at which you may be contacted;

A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;

A statement, under penalty of perjury, that the information in the notification is accurate and that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and

Your physical or electronic signature.

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