

# PLYMOUTH ROCKET, Inc.

## TERMS OF SERVICE for USERS and CLIENTS

### 1. ACCEPTANCE OF TERMS

Plymouth Rocket, Inc. provides EventKeeper and other web-based services, including EKRegistration, EKRooms, TixKeeper, KitKeeper and LitKeeper, ("SERVICE") to two groups, both of which are covered by this agreement. First, you may be an organization, company or individual who supplies and publishes the data used by the service; if so, you are one of our "CLIENTS". Second, you may be an individual who uses the service to view the data; in this case you are one of our "USERS". Whether you are a CLIENT or a USER, your use of the service is provided to you subject to your acceptance of the applicable Terms of Service ("TOS") which follow.

These TOS may be updated by us from time to time without notice to you. You can review the most current version of the TOS at any time at: <http://www.eventkeeper.com/tos.cfm>. In addition, when using particular Plymouth Rocket services, you and Plymouth Rocket shall be subject to any applicable guidelines or rules which may be posted on the Plymouth Rocket and/or EventKeeper website from time to time. All such guidelines or rules are hereby incorporated by reference into the TOS.

### 2. DESCRIPTION OF SERVICE

Plymouth Rocket currently provides the CLIENTS with one or more web applications which are called the "CLIENT SERVICE". These application services result in Plymouth Rocket USERS being provided with a web presentation of client data (the "USER SERVICE"). Together, the CLIENT SERVICE and USER SERVICE are referred to as the "SERVICES". You understand that the SERVICES presentation may include references to Plymouth Rocket and its services and that these references are necessary for Plymouth Rocket to advertise and provide the SERVICES. The CLIENT data available to USERS through the USER SERVICE is supplied and maintained by the EventKeeper CLIENTS and is referred to as "SERVICE CONTENT".

Unless explicitly stated otherwise, any new features that augment or enhance the current SERVICES, including the release of new Plymouth Rocket web services, shall be subject to the TOS. You understand and agree that the SERVICES are provided "AS-IS" and that Plymouth Rocket assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any data, USER or CLIENT communications or configuration settings.

You are responsible for obtaining access to the SERVICES and that access may involve third party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the SERVICES.

Please be aware that Plymouth Rocket CLIENTS may have created certain SERVICE CONTENT that contains adult or mature content. While Plymouth Rocket reserves the right to terminate the CLIENT SERVICE of those who publish inappropriate SERVICE CONTENT, we do not have such an obligation and we do not monitor all SERVICE CONTENT and so can not guarantee that such content will not be included. If such SERVICE CONTENT should exist, you must be at least 18 years of age to access and view it.

### 3. YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the SERVICES, you agree to: (a) provide true, accurate, current and complete information about yourself when prompted by a SERVICE registration form (such information being the "REGISTRATION DATA") and (b) maintain and promptly update the REGISTRATION DATA to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Plymouth Rocket has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Plymouth Rocket has the right to suspend or terminate your account and refuse any and all current or future use of the SERVICES (or any portion thereof).

All CLIENTS must be at least 18 years of age.

### 4. PLYMOUTH ROCKET PRIVACY AND PUBLICITY

Plymouth Rocket does not share its list of CLIENTS with anyone.

However, CLIENT grants Plymouth Rocket the right, to be exercised in Plymouth Rocket's sole discretion, to use CLIENT's company, organization or individual information, including, if applicable, trade name and trademark in Plymouth Rocket's promotions, press releases, public relations, advertisements, and other sales and marketing activities. Such right shall be unlimited in duration, and no compensation shall be required for the Plymouth Rocket's exercise of such right.

### 5. CLIENT ACCOUNT, PASSWORD AND SECURITY

CLIENTS will receive a password and application access instructions and configuration information upon completing the CLIENT signup process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account whether or not actually or expressly authorized by you.

You agree to (a) immediately notify Plymouth Rocket of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you logout from your account at the end of each session. Plymouth Rocket cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

### 6. CLIENT AND USER CONDUCT

CLIENTS AND USERS understand that all SERVICE CONTENT, of any type, is the sole responsibility of the CLIENT from whom such content originated. This means that CLIENTS, and not Plymouth Rocket, are entirely responsible for all SERVICE CONTENT that you upload, enter, post, email, transmit or otherwise make available via the SERVICES. Plymouth Rocket does not control the SERVICE CONTENT and, as such, does not guarantee its accuracy, integrity or quality.

USERS understand that by using the USER SERVICE, you may be exposed to SERVICE CONTENT that is offensive, indecent or objectionable. Under no circumstances will Plymouth Rocket be liable in any way for any SERVICE CONTENT, including, but not limited to, for any errors or omissions in any

SERVICE CONTENT, or for any loss or damage of any kind incurred as a result of the use of any SERVICE CONTENT.

CLIENTS and USERS agree to not use the SERVICES to:

- a. publish or otherwise make available any SERVICE CONTENT that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b. impersonate any person or entity, including, but not limited to, Plymouth Rocket personnel, SERVICE CLIENTS, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- c. forge any SERVICE data in order to disguise the origin of any SERVICE CONTENT available through the SERVICES;
- d. publish or otherwise make available any SERVICE CONTENT that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- e. publish or otherwise make available any SERVICE CONTENT that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- f. publish or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas, if any exist, that are designated for such purpose;
- g. publish or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of the SERVICES or any other computer software or hardware or telecommunications equipment;
- h. interfere with or disrupt the SERVICES or servers or networks connected to the SERVICES, or disobey any requirements, procedures, policies or regulations of networks connected to the SERVICES;
- i. intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
- j. collect or store personal data about other users, except where such storage is specifically allowed by Plymouth Rocket as part of the service and where such storage is divulged to the user.

In addition, you acknowledge that Plymouth Rocket does not pre-screen SERVICE CONTENT, but that Plymouth Rocket and its designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any SERVICE CONTENT. Without limiting the foregoing, Plymouth Rocket and its designees shall have the right to remove any SERVICE CONTENT that violates the TOS or is otherwise objectionable.

You agree that you must evaluate, and bear all risks associated with, the use of any SERVICE CONTENT, including any reliance on the accuracy,

completeness, or usefulness of such Content. In this regard, USERS acknowledge that they may not rely on any SERVICE CONTENT created by Plymouth Rocket or its CLIENTS.

You acknowledge and agree that Plymouth Rocket may preserve SERVICE CONTENT and may also disclose SERVICE CONTENT if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOS; (c) respond to claims that any SERVICE CONTENT violates the rights of third-parties; or (d) protect the rights, property, or personal safety of Plymouth Rocket, CLIENTS, USERS or the public.

You understand that the technical processing and transmission of the SERVICES, including SERVICE CONTENT, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

#### 7. SPECIAL ADMONITIONS FOR INTERNATIONAL USE

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable SERVICE CONTENT. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

#### 8. CONTENT SUBMITTED OR MADE AVAILABLE FOR INCLUSION ON THE SERVICE

Plymouth Rocket does not claim ownership of SERVICE CONTENT. However, with respect to SERVICE CONTENT which you submit or make available for inclusion on publicly accessible areas of the USER SERVICE, you grant Plymouth Rocket the following world-wide, royalty free and non-exclusive license(s), as applicable:

With respect to SERVICE CONTENT you submit or make available for inclusion on publicly accessible areas of the Plymouth Rocket application, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such SERVICE CONTENT solely for the purpose for which such content was submitted or made available. This license exists only for as long as you elect to continue to include such content on the SERVICE.

With respect to SERVICE CONTENT you submit or make available for inclusion on publicly accessible areas of the Plymouth Rocket application, the license to use, distribute, reproduce, modify, adapt, and publicly display such content for the purposes of promoting the Plymouth Rocket application.

#### 9. INDEMNITY

You agree to indemnify and hold Plymouth Rocket, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of SERVICE CONTENT that you submit, post, transmit or make available through the Service, your use of the SERVICES, your connection to the SERVICES, your violation of the TOS, or your violation of any rights of another.

#### 10. USE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, or resell any portion of the SERVICE.

#### 11. CLIENT DATA

Plymouth Rocket does not want to receive and CLIENT agrees not to disclose to Plymouth Rocket any information that is confidential or proprietary to CLIENT or others.

CLIENT bears the sole responsibility for taking any steps necessary to protect CLIENT from the loss of any critical data published as SERVICE CONTENT and to hold Plymouth Rocket harmless from any claim arising out of such loss.

#### 12. MODIFICATIONS TO SERVICE

You understand that the SERVICES may have errors, may produce unexpected results and may be, at certain times, unavailable due to system maintenance or other factors, with or without notice. You also understand that, although Plymouth Rocket will make reasonable efforts to minimize the impact of any changes or downtime on CLIENTS and USERS, changes may be made to the SERVICES at any time and from time to time with or without notice, and without liability to you, any other user or any third party.

#### 13. TERMINATION

You agree that Plymouth Rocket, in its sole discretion, may terminate your password, account (or any part thereof) or use of the SERVICES, and remove and discard any SERVICE CONTENT, without liability if Plymouth Rocket believes that you have violated or acted inconsistently with the letter or spirit of the TOS.

Plymouth Rocket may also in its sole discretion and at any time discontinue providing the SERVICE, or any part thereof, with or without notice. You agree that any termination of your access to the SERVICE under any provision of this TOS may be effected without prior notice, and acknowledge and agree that Plymouth Rocket may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that the liability of Plymouth Rocket to you or any third-party for any such termination of SERVICES shall be no greater than a pro-rated refund of any annual fee already paid.

In the case of termination of the SERVICE by the CLIENT, you agree that Plymouth Rocket is under no obligation to refund any portion of the annual subscription fee.

#### 14. DEALINGS WITH CLIENTS OR OTHERS

Your correspondence or business dealings with, or participation in promotions of CLIENTS or others, found on or through the SERVICES, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such other parties. You agree that Plymouth Rocket shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

#### 15. LINKS

SERVICE CONTENT may include links to other World Wide Web sites or resources. Because Plymouth Rocket has no control over such sites and resources, you acknowledge and agree that Plymouth Rocket is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Plymouth Rocket shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

#### 16. PLYMOUTH ROCKET'S PROPRIETARY RIGHTS

You acknowledge and agree that the USER SERVICE and CLIENT SERVICE and any necessary software used in connection with the SERVICES ("SOFTWARE") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that SERVICE CONTENT may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by Plymouth Rocket or its CLIENTS, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the SERVICES or the SOFTWARE, in whole or in part.

Plymouth Rocket grants you a personal, non-transferable and non-exclusive right and license to use your computer to use the SERVICES on the world wide web servers designated by Plymouth Rocket; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the SOFTWARE.

You agree not to modify the SOFTWARE in any way beyond the configuration options designed as part of the CLIENT SERVICE, or to use modified versions of the SOFTWARE, including (without limitation) for the purpose of obtaining unauthorized access to the SERVICES. You agree not to access any SERVICE CONTENT by any means other than through the interfaces that are provided by Plymouth Rocket as part of the SERVICES.

CLIENTS agree not to avoid, or attempt to avoid, the prescribed limits placed on CLIENT configuration of the SERVICES, including but not limited to, in the case of EventKeeper, the restrictions placed on number of editors, number of events and number of notes.

#### 17. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. PLYMOUTH ROCKET EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

b. PLYMOUTH ROCKET MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS,

SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

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

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PLYMOUTH ROCKET OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

#### 18. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT PLYMOUTH ROCKET SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF PR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICES.

#### 19. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 17 AND 18 MAY NOT APPLY TO YOU.

#### 20. SPECIAL ADMONITION FOR SERVICES RELATING TO FINANCIAL MATTERS

If you intend to create or view any SERVICE CONTENT concerning companies, stock quotes, investments or securities, please note that Plymouth Rocket and its CLIENTS shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the SERVICES, and shall not be responsible or liable for any trading or investment decisions made based on such information.

#### 21. NOTICE

Notices to you may be made via either email or regular mail. Plymouth Rocket may also provide notices of changes to the TOS or other matters by displaying notices or links to notices to you generally on the SERVICES.

#### 22. TRADEMARK INFORMATION

Plymouth Rocket, Plymouth Rocket, Inc., EventKeeper, EKRegistration, EKRooms, TixKeeper, KitKeeper, trademarks and service marks, and other Plymouth Rocket logos and product and service names are trademarks of Plymouth Rocket, Inc. and may not be used without Plymouth Rocket's prior permission.

## 23. COPYRIGHT

CLIENTS are prohibited from publishing any SERVICE CONTENT that constitutes copyright infringement. However, Plymouth Rocket does not screen or monitor the information published by its CLIENTS and is not responsible for copyright infringement by them.

## 24. GENERAL INFORMATION

The TOS constitute the entire agreement between you and Plymouth Rocket and govern your use of the SERVICES, superceding any prior agreements between you and Plymouth Rocket.

The TOS and the relationship between you and Plymouth Rocket shall be governed by with the laws of the Commonwealth of Massachusetts, USA, excluding its conflict of law provisions. You agree to submit to the personal jurisdiction of the state or federal courts located within the Commonwealth of Massachusetts for any matter arising out of or in any way relating to the TOS, or your use of the SERVICES, whether brought by you, Plymouth Rocket, or a third party.

In connection with this provision you further irrevocably agree to waive any and all objections to venue with the Commonwealth of Massachusetts based upon the doctrine of forum non conviens (i.e. it is inconvenient for me to go to court there) or otherwise.

The failure of Plymouth Rocket to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the SERVICES or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section titles in the TOS are for convenience only and have no legal or contractual effect.

## 25. VIOLATIONS

Please report any violations of the TOS to Plymouth Rocket.

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