

RocketCompanies.com Subscription Agreement

Last Updated may 28, 2014.

THIS AGREEMENT GOVERNS YOUR USE OF RocketCompanies Web Site Services

"RocketCompanies" brand, and RocketCompanies.com are property of MRockets Ltd (London), The Subscription Agreement (the Agreement) includes the terms and definitions set out below..

By making any purchase or by using the site for a trial period, either by clicking a box indicating your acceptance or by executing an order form that references this agreement or by executing this agreement, you fully accept these Terms and Conditions. The completion of the registration process at the Site by the user determines the acceptance of the General Conditions in force at that time.

This agreement is entered between MRockets Ltd (London, and the payer or/and the recipient of services hereunder as identified as part of the subscription process for MRockets Ltd Services herein after called as "Customer"

CHANGES TO THIS AGREEMENT

MRockets may change any of the terms and conditions contained in this Agreement, including the Privacy Policy and other policies and guidelines governing the Service, at any time in its sole discretion. NOTICE OF MATERIAL CHANGES TO THIS AGREEMENT WILL BE POSTED ON RocketCompanies website before they become effective. You are responsible for reviewing the notice and any applicable changes.

You agree that your continued use of the service following any changes to this agreement and after the changes take effect will constitute your acceptance of such changes.

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" SHALL 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.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access Our Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking, or to grab data or for competitive purposes.

DEFINITIONS

"Content" or **"Data"**: all information, data, metrics, indexes and calculations provided by MRockets Ltd available through our Services.

"Malicious Code": viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Order Form": the ordering documents for purchases hereunder, including addenda thereto, that are entered into between You and Us from time to time. Order Forms shall be deemed incorporated herein by reference.

"Purchased Services": Services that You purchase under an Order Form.

"Services": the online, Web-based applications, API, data feeds, data downloads and plugins provided by Us via <http://www.rocketcompanies.com/site/> and/or other designated websites as described by us (the **"Website"**), that are ordered by You under an Order Form, including associated offline components but excluding Third Party Applications.

"Third-Party Applications": online, Web-based applications and offline software products or data that are provided by third parties, interoperate with the Services, and are identified as third-party applications.

"Users": individuals who are authorized by You to use the Services, for whom subscriptions to a Service have been purchased, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users may include but are not limited to Your employees, consultants, contractors and agents; or third parties with which You transact business.

"We," "Us" or "Our": MRockets Ltd

"You" or "Your": the company or other legal entity for which you are accepting this Agreement. **"Your Data"**: all electronic data or information submitted by You to the Purchased Services.

SUBSCRIBER RIGHTS AND LIMITATIONS

Subject to the terms and conditions of this Agreement, RocketCompanies hereby grants to Subscriber a limited, nonexclusive, non-transferable right to a one (1) user seat license to use the Data Service solely and exclusively for its internal business purposes. Subscriber shall not (i) provide access to the Data Service to unauthorized third parties, (ii) publicly publish, copy (except for internal use), duplicate or replicate the Data Service, (iii) scrape any data, content or intellectual property, or otherwise trespass or interfere with RocketCompanies's Data Service or systems; or (iv) sublicense, distribute or transfer the Data Service or underlying data except as otherwise expressly permitted herein.

FREE TRIAL: If you register for a free trial of the Service, we will make the Service available to you on a trial basis, free of charge until the earlier of (a) the end of the free trial period or (b) the start date of your subscription. If we include additional terms and conditions on the trial registration web page, those will apply as well. During the free trial period:

- (i) the Service is provided "as is" and without warranty of any kind,
- (ii) we may suspend, limit, or terminate the Service for any reason at any time without notice, and
- (iii) we will not be liable to you for damages of any kind related to your use of the Service. Unless you subscribe to the Service before the end of the free trial, all of your data on the Service could be permanently deleted at the end of the trial.

WARRANTIES and LIMITATION OF LIABILITY

Warranties. Each party represents and warrants that it has the legal power to enter into this Agreement. The performance of such obligations will not violate or conflict with any agreements, contracts or other arrangements to which it is a party; and the execution of this Agreement and the performance by it of the transactions contemplated hereby have been duly authorized by all necessary corporate action and any other consents required to be obtained by it have been obtained.

DISCLAIMER: EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES, THE WEBSITE AND ALL CONTENT PROVIDED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. None of us, our affiliates, subsidiaries or our or their respective officers, directors, employees or agents (from now: "MRockets

Parties") guarantees the accuracy, completeness, timeliness, reliability, suitability or usefulness of any portion of the services, the website or any content provided therein. You expressly agree that the entire risk as to the quality and performance of the services, the website and the accuracy, timeliness or completeness of the content provided therein is assumed solely by you. None of the MRockets Parties make any, and hereby specifically disclaim any and all, representations, endorsements, guarantees, and warranties, express or implied, regarding the services, the website, or the content provided therein including without limitation, the implied warranties of merchantability and fitness for a particular purpose, title and non-infringement of third-party rights. Your sole and exclusive remedy for dissatisfaction with the services, the website or the content provided therein is to stop using the services/the website.

DISCLAIMER 2: MROCKETS LTD SITES, EMPLOYEE; DIRECTORS, DO NOT GIVE BUSINESS ADVICE, INVESTMENT ADVICE, TAX ADVICE OR LEGAL ADVICE TO ANY OF ANYONE USING THE SITE. MROCKETS DO NOT CLAIM TO BE AND IS NOT A BROKER, DEALER OR INVESTMENT ADVISOR AND NOTHING HEREIN SHALL CONSTITUTE A SALE OR OFFER TO BUY OR SELL OR RECOMMEND ANY SECURITIES. EACH USER OF THE SITE MAKE HIS OR HER OWN INVESTMENT DECISIONS BASED UPON THEIR PERSONAL DUE DILIGENCE INVESTIGATION AND OTHER PERSONAL INVESTMENT CRITERIA. MROCKETS ARE NOT RESPONSIBLE FOR AND SHALL HAVE NO LIABILITY WITH RESPECT TO THE ACTIONS OR OMISSIONS OF ANYONE USING THE SITE. As a condition to your use of our the site, you hereby waive and release any and all claims, causes of action or other rights that you might have against any of the MRockets Parties arising out of or relating to the submission and review of any materials made available through the site.

MRockets do not agree to any obligations of confidentiality, nondisclosure or nonuse, except as explicitly provided for in our privacy policy.

4 DATA SERVICE AVAILABILITY

RocketCompanies will use reasonable efforts to provide the Data Service to Subscribers. However, there will be occasions when the Data Service will be interrupted for maintenance, upgrades and repairs, or as a result of failure of telecommunications links and equipment that are beyond RocketCompanies's control. RocketCompanies shall take reasonable steps to minimize such disruption, to the extent it is within RocketCompanies's reasonable control. Under no circumstances shall RocketCompanies be liable to Subscriber for any interruptions, outages, or other system failures that are beyond RocketCompanies's control.

Subscriber acknowledges and agrees that RocketCompanies obtains the data for the Data Service from third parties, and that such sources may become temporarily or permanently unavailable. If such unavailability materially affects RocketCompanies's ability to provide the Data Service in whole or in part for more than ten consecutive days, Subscriber shall be entitled to terminate this Agreement upon written notice to RocketCompanies.

-OWNERSHIP

MRockets shall retain all rights, title and interest in and to The Data Service and any data, files, or other information provided or used by RocketCompanies in the provision of the Data Service. Neither Party shall have any right to use the other Party's trademarks, logos, service marks or other indicia of origin, except as otherwise provided in this Agreement. No rights other than those expressly recited herein are to be implied from this Agreement.

FEES AND PAYMENT TERMS

Fees. In consideration for the license granted by RocketCompanies, Subscriber agrees to pay to RocketCompanies the subscription fee selected by the Subscriber on RocketCompanies's website or separate written order form, as applicable, in accordance with the Subscription.

Payment Terms. The payments to RocketCompanies shall be made as set forth in the Subscription. Subscriber shall be responsible for and pay all sales tax, use taxes or other taxes or charges of any kind imposed by any federal, state or local government entity for any financial transactions arising out of this Agreement. All undisputed overdue amounts shall bear interest at the rate of 10% per annum or the maximum legal rate, if less. RocketCompanies shall be entitled to its cost of collection, including reasonable attorney's fees in connection with its attempts to collect any amounts owed under this Agreement.

REFUND / CANCELATION POLICY

We love to get it right for you, every single time you trust us with your purchase. We want you to have an absolutely headache-free service experience. You are absolutely free to terminate the subscription in any moment. All subscription fees are non-cancelable and non-refundable, except as otherwise expressly set forth herein. Anyway for any reasonable request contact customer service.

To Cancel the subscription send an email to info@rocketcompanies.com, Or if you subscribed with PayPal, you can cancel your subscription from PayPal Panel too (At the moment from "Profile" menu).

CONFIDENTIAL INFORMATION

Definition. Confidential Information shall mean and include all of the confidential and proprietary information and all other information, not in the public domain, that relates to the Data Service. All information disclosed or revealed by a Party hereunder orally, electronically, in writing or in any other tangible form, shall be deemed to be Confidential Information if (i) it has been marked confidential; (ii) the other Party has been placed on notice, orally or in writing, of its confidential nature; or (iii) due to its character or nature, a reasonable person under similar circumstances would treat such information as confidential.

Protection of Confidential Information. The receiving Party will protect the disclosing Party's Confidential Information from unauthorized dissemination and use with the same degree of care that such receiving Party uses to protect its own non-public and confidential information, but in no event less than a commercially reasonable degree of care. The receiving Party will not use the disclosing Party's Confidential Information for purposes other than those necessary to directly further the purposes of this Agreement. The receiving Party will not disclose to third parties the disclosing Party's Confidential Information without prior written consent of the disclosing Party.

Non-Confidential Information. Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving Party can document that such information (i) is or becomes generally known or available to the public through no fault of the receiving Party, (ii) was in the receiving Party's possession before receipt from the disclosing Party under this Agreement or any prior agreement or understanding between or among the Parties, or (iii) is lawfully obtained from a third party who has the right to make such disclosure.

Disclosure of Confidential Information. These provisions shall not prevent the receiving Party from disclosing Confidential Information where it is required to do so by law or by a binding court order save that, to the extent legally permissible, it shall notify the disclosing Party of such disclosure and allow the disclosing Party a reasonable opportunity to object to such disclosure.

TERM and TERMINATION

Provided that Subscriber has fulfilled its obligations hereunder, including making all payments and updates, this Agreement shall commence as of the date on which RocketCompanies accepts this Agreement (the Effective Date), continue until the agreed upon termination date and automatically renew in accordance with the Subscription, unless otherwise terminated in accordance with this Section.

Termination: Either Party shall have the right to immediately terminate this Agreement (i) if the other materially breaches this Agreement and the breach remains uncured for a period of 30 days after the breaching Party receives written notification of the breach; or (ii) in the event the other becomes bankrupt, insolvent, dissolves, assigns its business for the benefit of creditors or otherwise terminates its business activities, or if any receiver, trustee or similar officer is appointed to take charge of such Party's business or properties.

Effect of Termination. The terms of this Agreement will survive termination for as long as necessary to permit their full discharge, excluding the License Grants which will terminate immediately. Upon the termination of this Agreement for any reason, (i) Subscriber shall immediately cease use of the Data Service; (ii) each Party shall, as promptly as is reasonably possible, return all Confidential Information of the other Party in its possession or control, including any copies thereof; and (iii) all rights and obligations of the Parties under this Agreement shall cease; provided, however, that termination of this Agreement shall not relieve the Parties of any obligations that accrued prior to the effective date of termination.

DISPUTE RESOLUTION

These Terms and Conditions are governed by English Law and any dispute shall be subject to the Exclusive jurisdiction of the English Courts (United Kingdom). Each Party consents to the exclusive jurisdiction and venue in London (UK).

INDEMNIFICATION

By Subscriber. Subscriber will, at its expense, defend, indemnify and hold RocketCompanies harmless from and against any damage, liability, cost or expense (including reasonable attorneys' fees and court costs) arising out of or resulting from any claim, suit or other proceeding (each a Claim and, collectively, the Claims) arising in any way from Subscriber's use of the Data Service or breach of this Agreement.

Indemnification Procedure. In the event of any Claim in respect of which RocketCompanies intends to claim indemnification, RocketCompanies will: (i) promptly notify Subscriber, in writing, of the claim, suit or proceeding; (ii) grant Subscriber the authority and control of the defense or settlement of such Claim; and (iii) provide Subscriber with all requested reasonable information and assistance, at Subscriber's expense, to defend or settle such Claim. RocketCompanies reserves the right to retain counsel, at its own expense, to

participate in the defense and settlement of such Claim.

GENERAL PROVISIONS

Governing Law and Venue. This Agreement will be governed and construed solely in accordance with the laws of the State of California without giving effect to principles of conflict of laws. Both Parties agree to submit to exclusive jurisdiction in California and further agree that any cause of action arising under this Agreement shall be brought solely in a court in San Francisco County, California.

Severability; Waiver. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The Parties agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision. The waiver by either Party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

Captions. Titles or captions of articles and paragraphs contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof.

Assignment. Neither this Agreement nor any of the rights or obligations of a Party arising under this Agreement may be assigned or transferred without the prior written consent of the other Party, which consent shall not be unreasonably conditioned, delayed or withheld; provided that RocketCompanies may assign this Agreement in whole, but not in part, in connection with a merger, consolidation, reorganization or the sale of all or substantially all its assets or stock or that of its parent company.

Independent Contractors. The Parties to this Agreement are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this Agreement. Neither Party shall have the power to obligate or bind the other Party.

Notice. Any notice required or permitted under this Agreement or required by law must be in writing and must be (i) delivered in person; (ii) sent by first class registered mail, or air mail, as appropriate; or (iii) sent by a reputable overnight courier, in each case properly posted and fully prepaid to such other address of such Party as may be designated in writing. Notices shall be considered to have been given at the time of actual delivery.

Force Majeure. RocketCompanies shall not be liable for any failure to perform under this Agreement, including, without limitation providing access to the Data Service, caused by any events beyond its, or its data providers, reasonable control including, without limitation, acts of war, disasters, acts of God, terrorism, labor interruption, interruption of communications or utilities or disease.

Entire Agreement. This Agreement, together with any separate written order form, (if applicable), sets forth the entire understanding and agreement of the Parties and supersedes any and all oral or written agreements or understandings between the Parties as to the subject matter of this Agreement. It may be changed only by a writing signed by both Parties. Neither Party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein.