

## **MEBO APP TERMS OF USE**

(Last revised September 2017)

### **YOU MUST READ AND AGREE TO THESE TERMS OF USE BEFORE OPERATION**

These terms and conditions of use (“Terms of Use”) govern your use of the Skyrocket LLC (“Skyrocket”) Mebo App (the “App”), as well as your use of the Mebo robot (the “Product”). These Terms of Use incorporate by this reference the additional terms and conditions posted by Skyrocket through the App or otherwise made available on the Skyrocket website found at [www.skyrocketon.com](http://www.skyrocketon.com), including the terms of use at <http://www.skyrocketon.com/assets/files/SkyRocketTermsOfUse.pdf>. Please also consult our Privacy Policy at <http://www.skyrocketon.com/assets/files/SkyRocketPrivacyPolicy.pdf> for a description of our privacy practices and policies, which are incorporated into these Terms of Use by this reference. Compliance with these Terms of Use is a condition of your use of the App and Game. If you do not agree to be bound by the Terms of Use, including the website terms of use and Privacy Policy, promptly exit this App. In the event of a conflict between these Terms of Use and the terms of use set forth on the website, these Terms of Use will govern.

These Terms of Use provide that all disputes between you and Skyrocket will be resolved by BINDING ARBITRATION. ACCORDINGLY, YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT (INCLUDING IN A CLASS ACTION) to assert or defend your rights under these Terms of Use (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury and your claims cannot be brought as a class action. Please review the Section below titled Dispute Resolution; Arbitration Agreement for the details regarding your agreement to arbitrate any disputes with Skyrocket.

By clicking “**AGREE**” or beginning use of the App or any service accessible through the App you represent and warrant to Skyrocket that: (1) your use of the App and Game will be conducted safely and in compliance with every applicable law; (2) you have read these Terms of Use, you understand these Terms of Use, and you agree to be bound by these Terms of Use and by Skyrocket’s Disclaimers and Warnings, which are incorporated by this reference into these Terms of Use; and (3) you agree to follow all operational guidelines and limitations set forth in these Terms of Use and in the Disclaimers and Warnings.

#### **1. ELIGIBILITY.**

IF YOU ARE AN INDIVIDUAL ACCESSING OR USING THE APP ON BEHALF OF, OR FOR THE BENEFIT OF, ANY CORPORATION, PARTNERSHIP OR OTHER ENTITY WITH WHICH YOU ARE ASSOCIATED (AN “ORGANIZATION”), THEN YOU ARE AGREEING TO THE TERMS OF USE ON BEHALF OF YOURSELF AND SUCH ORGANIZATION, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH ORGANIZATION TO THESE TERMS OF USE. REFERENCE TO “YOU” AND “YOUR” IN THESE TERMS OF USE WILL REFER TO BOTH THE INDIVIDUAL ACCESSING THE APP AND TO ANY SUCH ORGANIZATION. REFERENCE TO “WE,” “US,” AND “OUR” REFERS TO SKYROCKET.

2. **PERMITTED USES OF THE APP AND PRODUCT.**

You may use the App to operate the Product safely and in complete conformity with all applicable laws and regulations and with these Terms of Use. Your use of the App or Product in a manner that violates these Terms of Use, or violates any law, could result in termination of your access to the App and further action as described in these Terms and Conditions. You further agree to operate the App and Product in conformity with all user manuals, safety guidelines, tutorials, instructions, and training materials provided by Skyrocket. You further agree not to obstruct, deface, or remove any regulatory or certification marks affixed to the Product or any other Skyrocket hardware. It is your responsibility to consult official sources and exercise reasonable judgment when evaluating whether it is safe to play the Product at a given time or place. The fact that the App enables you to operate the Product at that time or place does not guarantee that it is safe or legal to operate the Product.

3. **PROHIBITED USES OF THE APP AND PRODUCT.**

You agree not to operate the App or Product in a manner that is illegal, unsafe, reckless, or contrary to these Terms of Use.

BY CLICKING “**AGREE**” YOU AGREE NOT TO:

- (a) Operate the Product recklessly;
- (b) Trespass on another person’s property;
- (c) Operate your Product for any purpose other than personal use;
- (d) Operate your Product for ANY illegal purposes;
- (e) Operate your Product for purposes of stalking, harassment, spying, defamation, unauthorized investigations, slander, abuse, or any other violations of a third party’s personal rights;
- (f) Conduct fraudulent activity in connection with your use of the App including claiming a false affiliation, such as accessing another person’s account, impersonating any person or entity, or falsifying your age;
- (g) Sell or otherwise transfer any information gathered through your use of the App;
- (h) Assist someone in violating any of the Terms of Use, Disclaimers, and/or Warnings;
- (i) Infringe or misappropriate any third party intellectual property rights;
- (j) Interfere with any of the security features in the App;

- (k) Reverse engineer or otherwise attempt to discover any portion of the App's source code;
- (l) Disable or circumvent features that prevent or limit use of the App or Product;
- (m) Copy any content of the App;
- (n) Interfere with another person's use of the App in any way;
- (o) Upload or otherwise spread any harmful code (virus/adware/spyware);
- (p) Collect personal information about any other users or third parties without consent; and
- (q) Violate any law, statute, ordinance, or zoning restriction by your operation of your Product.

Skyrocket accepts no liability for any civil fines or criminal sanctions arising from your operation of the App or Product.

4. **DISCLAIMERS; NO WARRANTIES.**

SKYROCKET DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE APP AND ASSOCIATED PRODUCT TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE. ALL DISCLAIMERS OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THE TERMS OF USE) ARE MADE ON BEHALF OF SKYROCKET AND ITS AFFILIATES AND SUBSIDIARIES.

THE SKYROCKET APP AND ALL PRODUCTS BY SKYROCKET ARE MADE AVAILABLE TO YOU ON AN "AS IS," "WHERE IS," AND "WHERE AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. SKYROCKET DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SKYROCKET APP. SKYROCKET DISCLAIMS ALL WARRANTIES REGARDING ALL INFORMATION PROVIDED BY THE SKYROCKET APP, INCLUDING: 1) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND 2) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. SKYROCKET DOES NOT WARRANT THAT THE SERVICE PROVIDED THROUGH THE APP WILL BE UNINTERRUPTED, SECURE, FREE OF ERRORS, FREE OF VIRUSES, FREE OF HARMFUL CODE, FREE OF OFFENSIVE CONTENT, OR EVEN OPERATE AT ALL. FURTHER, SKYROCKET MAKES NO WARRANTY THAT ANY OF THE INFORMATION PROVIDED TO YOU THROUGH THE SKYROCKET APP IS ACCURATE OR REFLECTS REALITY IN ANY WAY. YOU ASSUME ALL RISK FOR ANY PROPERTY DAMAGE, INJURY, CIVIL PENALTY, CRIMINAL

PENALTY, AND ALL OTHER TYPES OF LOSS THAT MIGHT RESULT FROM YOUR USE OR ACCESS TO THE APP, THE INFORMATION PROVIDED TO YOU THROUGH THE APP AND ASSOCIATED PRODUCT. BY CLICKING “**AGREE**” YOU ARE AGREEING THAT YOU ARE USING THE APP AT YOUR OWN DISCRETION AND RISK, AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY AND ALL PROPERTY DAMAGE, PERSONAL INJURY, DAMAGE TO YOUR PRODUCT, DAMAGE TO YOUR MOBILE DEVICE, AND LOSS OF DATA THAT RESULTS FROM YOUR USE, MISUSE, OR INABILITY TO USE THE APP AND PRODUCT.

5. **INCORPORATION OF WARNINGS AND DISCLAIMERS.**

In addition to the disclaimers and warnings expressly provided herein, these Terms of Use incorporate by this reference the Warnings and Disclaimers provided with the Product at the time of purchase.

6. **TERMINATION OF YOUR ACCESS TO THE APP AND RELATED CONTENT.**

Your violation of the Terms of Use will result in the immediate termination of your ability to use the App and all other services offered by Skyrocket. Additionally, Skyrocket reserves the right to terminate your access to any of its features at its sole discretion. Any and all saved data uploaded to any of Skyrocket’s servers may also be deleted by Skyrocket at its sole discretion. Skyrocket accepts no responsibility for data gathered and/or lost through the use of the App. We also reserve the right to modify and/or discontinue your access to the App and all other Skyrocket services at any time, temporarily or permanently, without notice to you. We accept no liability for any damage or loss resulting from our deletion of any and/or all of your data gathered through the use of any of Skyrocket’s applications including the App. By clicking “**AGREE**” you agree that when and if your account is deleted or your access to any of Skyrocket’s apps is restricted in any way Skyrocket will have NO RESPONSIBILITY to grant you access to such data or content.

7. **SKYROCKET HARDWARE.**

Only use Skyrocket original parts to upgrade, modify or maintain your Product. Using any other parts can result in serious bodily injury, and/or property damage. It is your sole responsibility for obtaining and maintaining your Product, Product accessories, and devices used to control your Product.

By clicking “**AGREE**” you are confirming that:

- (a) You will not tamper with any regulatory certification stickers attached to your Product;
- (b) You will only replace, repair, or modify any part of your Product in conformity with Skyrocket’s replacement, repair, and modification policies;
- (c) You will only use your Product in accordance with Skyrocket’s use manual; and

(d) You will operate your Product and Product accessories with due care and not in violation of any U.S. federal, state, or local law or regulation.

If you ever suspect that one or more of the parts on your Product is broken, malfunctioning, loose, or otherwise not in perfect working order – **YOU AGREE YOU WILL NOT OPERATE YOUR PRODUCT.** Replacement parts can be ordered from Skyrocket. Failing to fully repair your Product before flight can cause injury, and/or property damage.

**8. DO NOT RELY ON THE INFORMATION PROVIDED TO YOU ON THE APP.**

Although Skyrocket attempts to ensure the integrity and accuracy of the App, it makes no representations, warranties or guarantees whatsoever as to the correctness or accuracy of the App and content thereon. It is possible that the App could include typographical errors, inaccuracies or other errors, and that unauthorized additions, deletions and alterations could be made to the App by third parties. In the event that an inaccuracy arises, please inform Skyrocket so that it can be corrected. Information contained on the App may be changed or updated without notice.

**9. YOU AGREE TO INDEMNIFY SKYROCKET FOR YOUR USE OF THE APP AND PRODUCT.**

Except to the extent prohibited under any applicable law or regulation, by clicking “**AGREE**” you are agreeing to defend, indemnify, and hold harmless Skyrocket and its officers, directors, employees, consultants, affiliates, subsidiaries and agents from and against every claim, liability, damage, loss, judgment, award, costs, expenses, and fees (including attorney fees), arising out of or relating to: (1) your use and/or alleged use of, or activities in connection with the App or Product; (2) any violation or alleged violation of the Terms of Use by you; (3) your use of the App or Product to commit a violation of any third party’s rights including but not limited to, privacy rights, intellectual property rights, real property rights, or any other rights; (4) any dispute between you and any other person or entity. However, we reserve the right and ability to assume the exclusive defense and control of any matter that would otherwise be subject to indemnification by you. Doing so does not limit your indemnification obligations with respect to that matter. By clicking “**AGREE**” you are agreeing to completely and fully indemnify Skyrocket and to cooperate with our defense of any claim.

**10. LIMITATION OF LIABILITY.**

**IN NO EVENT WILL SKYROCKET BE LIABLE TO YOU FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER FORM OF LOSS) ARISING OUT OF OR RELATING TO YOUR USE OF, ACCESS TO, OR INABILITY TO ACCESS OR USE, THE APP OR PRODUCT.**

THIS INCLUDES ANY CLAIM ARISING FROM YOUR USE OR ACCESS OF THE FLIGHT ENVIRONMENT DATA, WEATHER CONDITIONS, OR ANY OTHER CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY SKYROCKET ENTITY, SHAREHOLDER, OFFICER, OR AGENT HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

EACH PROVISION OF THESE TERMS OF USE THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTY, OR EXCLUSION OF DAMAGES IS INTENDED AS AN ALLOCATION OF THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS OF THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. ACCORDINGLY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

**11. DISPUTE RESOLUTION; ARBITRATION AGREEMENT.**

We will work in good faith to resolve any issue you have with the App or Product, if you bring that issue to the attention of our customer service department. However, we realize that there may be rare cases where we may not be able to resolve an issue to a customer's satisfaction.

In the interest of resolving disputes between you and Skyrocket in the most expedient and cost-effective manner, you and Skyrocket agree that ALL disputes arising out of or related to the Terms of Use and/or your use of any of Skyrocket's products, whether based in tort, statute, fraud, contract, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these terms, will be resolved through final and binding arbitration before a neutral arbitrator instead of in a court by a judge or jury. Arbitration is more informal than bringing a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and is subject to very limited review by courts. Arbitration allows for more limited discovery than in court, however, we agree to cooperate with each other to agree to reasonable discovery in light of the issues involved and amount of the claim. Arbitrators can award the same damages and relief that a court can award, but in so doing, the arbitrator shall apply substantive law regarding damages as if the matter had been brought in court, including without limitation, the law on punitive damages as applied by the United States Supreme Court. This arbitration provision shall survive termination of these Terms of Use and any other contractual relationship between you and Skyrocket. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND SKYROCKET ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

**Exceptions to Arbitration Agreement.** Notwithstanding the paragraph above, nothing in these Terms of Use will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if such an action is available; (c) seek injunctive relief in a court of law; or (d) to file suit in a court of law to address an intellectual property infringement claim.

**Arbitration Process.** If you desire to assert a claim against Skyrocket, and you therefore elect to seek arbitration, you must first send to Skyrocket, by certified mail, a written Notice of your claim (“Notice”). The Notice to Skyrocket should be addressed to: Skyrocket LLC, 12910 Culver Blvd., Suite F, Los Angeles, CA 90066, Attn: Legal Department (“Notice Address”). If Skyrocket desires to assert a claim against you and therefore elects to seek arbitration, it will send, by certified mail, a written Notice to the most recent address we have on file or otherwise in our records for you. A Notice, whether sent by you or by Skyrocket, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“Demand”). If Skyrocket and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Skyrocket may commence an arbitration proceeding or file a claim in small claims court. During the arbitration, the amount of any settlement offer made by Skyrocket or you shall not be disclosed to the arbitrator. You may download or copy a form Notice and a form to initiate arbitration from the American Arbitration Association (“AAA”) at [www.adr.org](http://www.adr.org). If you are required to pay a filing fee, after Skyrocket receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for more than US \$10,000. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, “AAA Rules”) of the American Arbitration Association, as modified by these Terms of Use, and will be administered by the AAA. The AAA Rules and Forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by requesting them from us by writing to us at the Notice Address. The arbitrator is bound by the terms of these Terms of Use. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of these Terms of Use, including this arbitration agreement. Any arbitration hearing will take place at a location to be agreed upon in Los Angeles County, California, but if the claim is for \$10,000 or less, you may choose whether the arbitration hearing will be conducted as established by the AAA Rules in the county (or parish) of your billing address. (If you reside outside of the United States, any arbitration hearings will take place in your country of residence at a location reasonably convenient to you, but will remain subject to the AAA Rules including the AAA rules regarding the selection of an arbitrator). If your claim is for US \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If the arbitrator issues you an award that is greater than the value of Skyrocket’s last written settlement offer made before an arbitrator was selected (or if Skyrocket did not make a settlement

offer before an arbitrator was selected), then Skyrocket will pay you the amount of the award or US \$1,000, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. Each party shall pay for its own costs and attorneys' fees, if any. However, if any party prevails on a statutory claim that affords the prevailing party attorneys' fees, or if there is a written agreement providing for payment or recovery attorneys' fees, the arbitrator may award reasonable fees to the prevailing party, under the standards for fee shifting provided by law.

**No Class Actions.** YOU AND SKYROCKET AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Skyrocket agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If this specific provision is found to be unenforceable, then (a) the entirety of this arbitration provision shall be null and void, but the remaining provisions of these Terms of Use shall remain in full force and effect; and (b) exclusive jurisdiction and venue for any claims will be in state or federal courts in Los Angeles, California.

12. **PROPRIETARY RIGHTS.**

The App and all other apps provided by Skyrocket are Skyrocket's property. The source code, visual interfaces, graphics, designs, information, compilations, data, computer code, products, software, services, manuals, and all other elements of the App and its relation to the Product's use are protected by intellectual property and other laws. Unless given the express consent by Skyrocket, you are not permitted to make use of any of Skyrocket's protected materials.

13. **CALIFORNIA LAW GOVERNS.**

This Agreement and the relationship between you and Skyrocket, and your use of the App and Product, shall be governed by the laws of the State of California, excluding its conflict of law provisions. If a lawsuit or court proceeding is permitted under these Terms, then you and Skyrocket agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Los Angeles County, California, for the purpose of litigating any dispute. Skyrocket makes no representation that the App, Product, or any other items are appropriate or available for use in your location.

14. **GENERAL TERMS.**



Skyrocket LLC reserves the right to modify these Terms of Use without notice. You will be prompted to accept the new Terms of Use if necessary and in that case you will be bound by the subsequent Terms of Use upon clicking “**AGREE.**”

Use of section headers in the Terms is for convenience only and will not have any impact on the interpretation of any provision. If any provision or part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect. You agree that the App shall be deemed a passive service that does not give rise to jurisdiction over Skyrocket, either general or specific, in jurisdictions other than California. These Terms and any other items expressly incorporated by reference into these Terms are the entire and exclusive understanding of the parties regarding your use of the App and Product. You may not assign or transfer these Terms or your rights or duties under these Terms, in whole or in part, by operation of law or otherwise, without Skyrocket’s express written consent. Skyrocket may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect Skyrocket’s right to require performance at any other time thereafter. A waiver of any breach or default of these Terms, or any provision herein, will not constitute a waiver of any subsequent breach or default. Upon termination of these Terms, Sections 3 through 15 shall survive, along with any other terms or agreements incorporated by reference into these Terms.

15. **ELECTRONIC COMMUNICATIONS.**

By using the App and Product, you consent to receiving certain electronic communications from Skyrocket as further described in our Privacy Policy. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.