



Rokka Terms of Use

These Terms of Use are effective from 1st May 2017.

By accessing or using the rokka.io website, the rokka.io service you agree to be bound by these terms of use ("Terms of Use"). **These Terms of Use affect your legal rights and obligations. If you do not agree to be bound by all of these Terms of Use, do not access or use the Service.**

Basic Terms

1. You may not post violent, nude, partially nude, discriminatory, unlawful, infringing, hateful, pornographic or sexually suggestive photos or other content via the Service.
2. You are responsible for any activity that occurs through your account. With the exception of people or businesses that are expressly authorized to create accounts on behalf of their employers or clients, the provider prohibits the creation of and you agree that you will not create an account for anyone other than yourself. You also represent that all information you provide or provided to rokka.io upon registration and at all other times will be true, accurate, current and complete and you agree to update your information as necessary to maintain its truth and accuracy.
3. You are responsible for keeping your password secret and secure.
4. You may not use the Service for any illegal or unauthorized purpose. You agree to comply with all laws, rules and regulations (for example, federal, state, and provincial) applicable to your use of the Service and your Content, including for example the copyright laws.
5. You are solely responsible for your conduct and any data, files, information, graphics, photos, works of authorship and other content or materials (collectively, "Content") that you submit and edit via the Service.
6. You must not interfere or disrupt the Service or servers or networks connected to the Service, including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature.
7. Violation of these Terms of Use may, at rokka.io's sole discretion, result in termination of your rokka.io account. You understand and agree that rokka.io cannot and will not be responsible for the Content posted on the Service and you use the Service at your own risk. If you violate the letter or spirit of these Terms of Use, or otherwise create risk or possible legal exposure for rokka.io we can stop providing all or part of the Service to you.
8. By using the rokka.io services you also accept the terms of amazon web services (<https://aws.amazon.com/terms>)



General Conditions

1. We reserve the right to modify or terminate the Service or your access to the Service for any reason, without notice, at any time, and without liability to you. You can deactivate your rokka.io account or your company's account by writing an e-mail to sales@rokka.io. You will be notified by email of the termination of your agreement and all your data will be deleted within 48 hours.
2. We reserve the right, at our sole discretion, to change these Terms of Use ("**Updated Terms**") from time to time. Unless we make a change for legal or administrative reasons, we will provide reasonable advance notice before the Updated Terms become effective. You agree that we may notify you of the Updated Terms by e-mail and that your use of the Service after the effective date of the Updated Terms constitutes your agreement to the Updated Terms. Therefore, you should review these Terms of Use and any Updated Terms before using the Service. The Updated Terms will be effective as of the time of posting, or such later date as may be specified in the Updated Terms, and will apply to your use of the Service from that point forward. These Terms of Use will govern any disputes arising before the effective date of the Updated Terms.
3. We may, but have no obligation to, remove, edit, block, and/or monitor Content or accounts containing Content that we determine at our sole discretion violates these Terms of Use.
4. You agree that you are responsible for all data charges you incur through use of the Service.
5. You agree that the content will be delivered to the end user via rokka.io. If this is not the case, we reserve the right to adjust the price model accordingly.

Rights

1. You represent and warrant that: (i) you own the Content posted by you on or through the Service or otherwise have the right to grant the rights and licenses set forth in these Terms of Use; (ii) the posting and use of your Content on or through the Service does not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights; (iii) you agree to pay for all fees, and any other monies owed by reason of Content you post on or through the Service; and (iv) you have the legal right and capacity to enter into these Terms of Use in your jurisdiction.
2. Although it is rokka.io's intention for the Service to be available as much as possible, there will be occasions when the Service may be interrupted, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment. Also, rokka.io reserves the right to remove any Content from the Service for any reason, without prior notice. Consequently, rokka.io encourages you to maintain your own backup of your Content. In other words, rokka.io is not a backup service and you agree that you will not rely on the Service for the purposes of Content backup or storage. rokka.io will not be liable to you for any



modification, suspension, or discontinuation of the Services, or the loss of any Content. You also acknowledge that the Internet may be subject to breaches of security and that the submission of Content or other information may not be secure.

Liability

Rokka.io is only liable for damage caused by gross negligence or intentional damage and which lies within its area of responsibility. Rokka.io is not liable for the damage caused by an authorized helper in the performance of his work. Liability for indirect and consequential damages is excluded - to the extent permitted by law.

In particular, Rokka.io assumes no liability whatsoever for errors in the area of the telecommunication service providers or the hosting provider

Applicable law and jurisdiction

The place of jurisdiction for any civil dispute which may arise in connection with this contract (irrespective of contractual or non-contractual nature of the claims) is Zurich. Parties agree that in case of a judicial proceeding, German language will be applied.

The present contractual relationship is subject to Swiss law, excluding international treaties. Swiss law is also applicable for non-contractual claims in connection with the present contract, e.g. arising from the execution of the present contract.

Primacy

These Terms of Use were written in German. To the extent any translated version of these Terms of Use conflicts with the German version, the German version controls.