



## Customer Terms of Service

Effective date: November 30th, 2023

### Relationship and Representations.

This Agreement is between the Ordering Activity under GSA Schedule contracts identified in the Order corporation, company, or other business entity that accepts these terms (referred to as "Customer," "you," "your") and Rocket.Chat Technologies Corp or any of its affiliated entities ("Rocket.Chat," "we," "us," and "our," which may vary depending on the Customer's location.

The Customer represents that it is a corporation, company, or other business entity and not an individual consumer.

The person accepting these terms represents that they have read and understood the terms in their entirety and possess the requisite legal authority to bind the Customer to these terms.

### Acceptance of Terms

THESE TERMS ARE EFFECTIVE AS OF THE DATE YOU SIGN AN ORDER FORM, OR SUBSCRIPTION, WHICHEVER IS EARLIER (THE "EFFECTIVE DATE"). THESE TERMS DO NOT HAVE TO BE SIGNED TO BE BINDING. YOU INDICATE YOUR ASSENT TO THESE TERMS BY PLACE AN ORDER. FOR NO-CHARGE SERVICES, YOU ALSO INDICATE YOUR ASSENT TO THESE TERMS BY ACCESSING OR USING THE APPLICABLE NO-CHARGE PRODUCT.

PLEASE READ THE CUSTOMER TERMS CAREFULLY BEFORE USING OUR SERVICES, AND **NOTE THAT THESE CUSTOMER TERMS INCLUDE AUTO-RENEWAL PROVISIONS AND MAY LIMIT YOUR RIGHTS AND LIABILITIES.**

## 1. APPLICABLE TERMS

### 1.1 Applicable Terms.

This Agreement governs Customer's use of Rocket.Chat's services. It consists of the following attached documents:

- **Customer Terms:** These contain the general legal and commercial terms that apply to the use of Rocket.Chat Services, including Appendix 1 (Self-Hosted) and Appendix 2 (Cloud Hosting), which provide specific clauses that are applicable to the deployment method chosen by the Customer.
- **Terms of Use and Acceptable Use Policy:** These documents describe what Users can and can't do while using our Services. The Terms of Use are applicable to and bound to the End-Users. Customer's represents that it will provide the Terms of Use and Acceptable Use Policy to each of Customer's End Users.
- **Service-Specific Terms:** These encompass any additional terms that apply to the use of our individual Service offerings, such as cloud services (i.g marketplace, push notification, etc) support, other add-ons.
- **Data-Specific Agreements:** Depending on the location of the Customer and the applicable privacy regulations, Customer may be required to agree to a data agreement with Rocket.Chat. If you are required to agree to a data agreement with us, it will be added by reference to these terms. You can find information related to privacy agreements within Clause 6 (of this agreement) and in the Privacy Center.



- **Ordering Documents:** If applicable, any Order Forms, Subscriptions or Statements of Work (each, an "**Ordering Document**") entered between Customer and Rocket.Chat shall be attached to and made a part of the Agreement

The Terms of Use, Acceptable Use Policy, Service-Specific Terms, and Data Specific Agreement are referred to collectively as the "**Additional Terms.**"

## **1.2 Updates**

We update the Customer Terms and Additional Terms from time to time. If you have an active Rocket.Chat subscription we will let you know when we update the terms via in-app notification (through the Workspace Admin account) or by email. Continued use of the Services after any updates become effective constitute Customer's agreement to be bound by the non-materially revised Agreement. Thus, if Customer does not accept a non-material change to any terms, Customer should stop using or accessing the Services.

## **2. SERVICES PROVIDED**

### **2.1 Service Provided.**

Upon acceptance of an Order Form or Subscription, Rocket.Chat will make the Services available to the Customer(s). The Services will continue for the Initial Term set forth in the Ordering Document and may be renewed pursuant to Section 8.

### **2.2 Use of the Service.**

Unless otherwise stated in the Service Specific Terms, the Customer is authorized to use the Service solely for its business purposes. Unless the parties have entered into an executed a Partner Agreement, Customer is expressly prohibited from sublicensing or reselling the Services to any third party. The Customer's right to use the Service is limited only to those expressly granted in the Agreement, including any Service Specific Terms. No other rights, except those explicitly granted in the Agreement, with respect to the Service or any related Rocket.Chat Intellectual Property shall be implied.

### **2.3 Services License Options.**

Upon payment of all fees and subject to continuous compliance with this Agreement, Rocket.Chat hereby grants Customer a limited, non-exclusive, non-transferable license to access, use, and install (if applicable) the Services during the Term. For the avoidance of doubt, Customer may provide, make available to, or permit its End-Users to use or access the Services in whole or in part; provided that Customer shall be responsible for its End Users' use of the Service. Customer agrees that Rocket.Chat may deliver the Services to the Customer with the assistance of its Affiliates, licensors, and service providers. During the Term, Rocket.Chat may update or modify the Services to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of a third-party program. Rocket.Chat's updates or modifications to the Services will not materially reduce the level of performance, functionality, security, or availability of the Services during the Term.

### **2.4 Deployment Options.**

Rocket.Chat offers two deployment options for its services: Self-Hosted or Cloud Hosting. It is important to note that there are specific Appendices in these Customer Terms that apply only to one type of deployment. Furthermore, the privacy handling also varies for each deployment option. Appendix 1 covers the Self-Hosted Specific Clauses, while Appendix 2 covers the Cloud Hosting option. For more details, please refer to these appendices and the Privacy Policy.



## **2.5 No-Charge Services.**

Rocket.Chat may offer certain Services to Customers at no charge, including free accounts, trial use, and Beta Versions as defined below (collectively, "No-Charge Products"). Customer use of No-Charge Services is subject to any additional terms that we specify and is only permitted during the Subscription Term we designate (or if not designated, until terminated in accordance with this Agreement). Except as otherwise set forth in these Customer Terms, the terms and conditions of these Customer Terms fully apply to No-Charge Services. We may modify or terminate your right to use No-Charge Services at any time and for any reason at our sole discretion, without liability to you. You understand that any pre-release and Beta Services and any pre-release and Beta features that we make available (collectively, "Beta Versions") are still under development, may be inoperable or incomplete, and will likely contain more errors and bugs than generally available Services. We make no promises that any Beta Versions will ever be made generally available. In some circumstances, we may charge a fee in order to allow you to access Beta Versions, but the Beta Versions will still remain subject to this Section. All information regarding the characteristics, features, or performance of any No-Charge Products (including Beta Versions) constitutes our Confidential Information. To the maximum extent permitted by applicable law, and notwithstanding anything to the contrary in this Agreement, Rocket.Chat disclaims all representations, warranties, obligations or liabilities with respect to No-Charge Products, including any Support Services, warranty, and indemnity obligations. NOTWITHSTANDING ANYTHING ELSE IN THE AGREEMENT, OUR MAXIMUM AGGREGATE LIABILITY TO CUSTOMER OR ANY THIRD PARTY RELATING TO ANY NO-CHARGE PRODUCTS WILL BE US\$100.

## **3. CUSTOMER OBLIGATIONS**

### **3.1 Use Restrictions.**

Customer may not (i) provide, make available to, or permit individuals other than its End Users to use or access the Services, the Software, or Documentation, in whole or in part; (ii) use the Services or Software to store or transmit infringing, libelous, unlawful, or tortious material or to store or transmit material in violation of third party rights, including privacy rights; (iii) use the Services or Software to violate any rights of third parties; (iv) use the Services or Software to store or transmit malicious code, Trojan horses, malware, spam, viruses, or other destructive technology ("Viruses"); (v) interfere with, impair, or disrupt the integrity or performance of the Services or any other third party's use of the Services or (vi) alter, circumvent, or provide the means to alter or circumvent the Services or Software, including technical limitations, recurring fees, or usage limits.

### **3.2 Administrators.**

Through the Rocket.Chat Services, Customer may be able to specify certain End Users as "Administrators," users who have important rights and controls over Customer's use of Rocket.Chat Services and End User accounts. This may include entering into Ordering Documents for Rocket.Chat Services; creating, de-provisioning, monitoring, or modifying End User Accounts, and setting End User usage permissions; and managing access to Customer Data by End Users or others. Administrators may also take over management of accounts previously registered using an email address belonging to Customer domain (which become "managed accounts", as described in our Documentation). Without limiting Section 4.5 (Responsibility for End Users), which fully applies to Administrators, Customer is responsible any acts or omissions of its Administrators. Customer agrees that Rocket.Chat's responsibilities do not extend to the internal management or administration of the Rocket.Chat Services for Customer.

### **3.3 End User Consent.**

Customer will provide all required disclosures to and will obtain and maintain all required consents from End Users to allow: (i) Administrators to have the access described in the Agreement and the Privacy Policy; and (ii) Rocket.Chat's provision of the Rocket.Chat Services to Administrators and



End Users. Customer warrants that it has obtained all necessary consents from End Users for data collection, use, and processing.

### **3.4 User Terms of Service.**

Rocket.Chat's Terms of Use are attached hereto and will be presented to End Users during the sign-up, account creation, and registration process for Rocket.Chat Services, as well as within the product itself. Certain Customers may have the option to put forth their own terms of use in addition to Rocket.Chat's Term of Use. If Customer customizes the Rocket.Chat Services and adds terms of use on the login page, it is Customer's responsibility to ensure that each End User either (i) agrees to Rocket.Chat's Terms of Use to End Users in addition to Customer's terms of use; or (ii) to include Rocket.Chat's Terms of Use and Acceptable Use policy content within its Customer's terms of use, and to ensure that each End User agrees to Customer's terms of use. Customer may add additional requirements into its terms of use and/or acceptable use policies, as long as such terms of use and acceptable use policies also comply with (and do not conflict with) the Rocket.Chat Terms of Use, Acceptable Use Policy and applicable regulations. Customers shall be responsible for any damages that may result from Customer's failure to do so.

### **3.5 Responsibility for End Users.**

Customer is responsible for understanding the settings and controls for each Rocket.Chat Services accessed by Customer and for controlling whom Customer allows to become an End User. Some Rocket.Chat Services may allow Customer to designate different types of End Users (for example, Rocket.Chat Software distinguishes between "Users" and "Guest user"), in which case pricing and functionality may vary according to the type of End User. Customer is responsible for compliance with this Agreement by all End Users, including for any payment obligations, as well as for all End Users' activities of all your End Users, including Ordering Documents they may place and how End Users use or upload Customer Data, even if those End Users are not from Customer's organization or domain.

### **3.6 White Label**

Customer may have the option to 'white label' Rocket.Chat's Services by rebranding the Rocket.Chat Services with Customer's branding. By integrating any logo, name, branding or other indicia of origin ("Customer Marks") into the Rocket.Chat Services, Customer hereby represents and warrants to Rocket.Chat that Customer is the sole and exclusive owner of all Customer Marks or that Customer has otherwise obtained all necessary rights, permissions and consents to integrate the Customer Marks in the Rocket.Chat Services.

### **3.7 Customer Data**

Customer must not upload or otherwise make available to Rocket.Chat any Customer Data that: (a) constitutes an infringement, misappropriation or violation of any intellectual property rights, proprietary rights, rights of publicity, rights of privacy or any other legal rights protecting data, information or intangible property throughout the world, including, without limitation, any copyrights, trademarks, service marks, trade secrets, patent rights, moral rights, sui generis rights in databases or contract rights; (b) violates this Agreement; (c) is unlawful or violates any applicable laws, rules, promotes illegal activities or contributes to the creation of weapons, illegal materials, or is otherwise illegal in any way; (d) contains software viruses or any other computer code, files or programs designed to interrupt, destroy, limit the functionality of any computer software or hardware or telecommunications equipment; (e) interferes with or disrupts the Service or servers or networks connected to the Service;; (f) is harmful to minors in any way; (h) constitutes unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; or (g) causes Rocket.Chat to violate any applicable law, rule or regulation, including those regarding the export of technical data. Customer will use commercially reasonable efforts to detect, address, and



(when appropriate) remove or otherwise remediate Customer Data that is in violation of Customer's terms of use, consistent with Customer's customary trust and safety practices and policies.

## **4. SUPPORT SERVICES**

### **4.1 General Support Services**

Rocket.Chat may provide Support services to Customer as purchased by Customer and subject to the Agreement and applicable Ordering Document and Documentation.

Support Services are made available in accordance with the Support Level Agreement attached hereto. Notwithstanding the foregoing, Rocket.Chat will have no obligation to support (a) services, hardware, or software not provided by Rocket.Chat; (b) Services issues caused by Customer's negligence, abuse, or misapplication; or (c) Customer's use of Services other than as specified in the Documentation.

Moreover, any support requests or other assistance requests that are outside the scope of the services the Customer has purchased, or deemed by Rocket.Chat to be out of scope, will be chargeable as Professional Services, subject to an executed Professional Services Master Agreement and applicable Statement of Work. Rocket.Chat shall have no obligation to provide any out of scope services unless and except to the extent the parties have executed a Professional Services Master Agreement and Statement of Work for such services.

### **4.2 Original Code Support**

While Rocket.Chat is open source and allows for Customer modifications to its software, please note that our support services only apply to the original code published by Rocket.Chat in its own repositories, as outlined in the MIT License found at <https://github.com/RocketChat/Rocket.Chat/blob/master/LICENSE>.

### **4.3 Professional Services**

Rocket.Chat will provide Professional Services to Customers in accordance with an agreed Statement of Work or any other form of documentation agreed to by the parties. The attached Professional Services Master Agreement will apply in addition to this Agreement and will govern the provision of the Professional Services.

### **4.4 Supported and running versions**

RocketChat regularly updates its Services. We only support the Rocket.Chat versions that are within their support period, as stated in our Support Policy. Specifically for our Cloud Hosting, we automatically upgrade Rocket.Chat servers that stay within the supported version range and do not provide versions that are beyond their End of Life term. As a result, workspaces running on unauthorized versions beyond the Support Window will be subject to restriction or cancellation of services as explained here and attached <https://docs.rocket.chat/resources/rocket.chats-support-structure/enterprise-support-and-version-durability>.

## **5. DATA; PROTECTION OF YOUR DATA.**

### **5.1 Privacy**

Our Privacy Policy governs the collection and use of data related to the use and performance of our products and Services. It is important to note that the type of data we collect may vary depending on the Customer's selected hosting and preferences. We collect and use all such data and information strictly in accordance with our Privacy Policy, which is attached hereto and hereby incorporated into this Agreement by reference.

### **5.2 Security.**



We implement and maintain physical, technical, and administrative security measures designed to protect Customer Data from unauthorized access, destruction, use, modification, or disclosure. We also maintain a compliance program that includes independent third-party audits and certifications. You can find all relevant information related to security and privacy measures within our online [Security Center](#).

### **5.3 Data Specific Agreements.**

Reserved.

### **5.4 Data from Minors; Legal Age.**

Customer is solely responsible for ensuring that all of its End Users meet the legal age requirements as defined in Rocket.Chat's Terms of Use. In instances where the Customer's workspace involves hosting minors or processing their data, Customer represents and warrants that it has obtained parental consent for each minor who accesses the Services or whose data is processed via the Services. The Customer bears the exclusive responsibility for obtaining this consent, and Rocket.Chat holds no liability for ensuring access or compliance for minors. This obligation encompasses all aspects of data upload, access management, and any processing activities related to minors. Ensuring strict compliance with all applicable laws and regulations pertaining to the protection of minors' data is imperative for the Customer. Any failure to comply with this Section shall be the sole responsibility of the Customer.

### **5.5 Subpoenas.**

We may be required to disclose Customer Data to comply with legal obligations, subpoenas, or court orders. However, we will make commercially reasonable efforts to notify Customer if legally permitted. For more information on how we handle law enforcement requests for access to Customer Data, please refer to [Guidelines for Law Enforcement](#).

## **6. PROPRIETARY RIGHTS.**

### **6.1 Ownership of Rocket.Chat Intellectual Property.**

The Services, Software, and Documentation are licensed, not sold. Use of the term "purchase" in conjunction with licenses of the Services, Software, and Documentation shall not imply a transfer of ownership of any Rocket.Chat intellectual property, including the Services, Software and Documentation. Except for the limited rights expressly granted by Rocket.Chat to Customer in this Agreement, Customer acknowledges and agrees that all rights, titles, and interests in and to all copyright, trademark, patent, trade secret, intellectual property (including without limitation algorithms, business processes, improvements, enhancements, modifications, derivative works, information collected and analyzed in connection with the Services) and other proprietary rights, arising out of or relating to the Services, the Software, the provision of the Services or Software, and the Documentation, belong exclusively to Rocket.Chat or its suppliers or licensors. All rights, title, and interest in and to content, which may be accessed through the Services or the Software, is the property of the respective owner and may be protected by applicable intellectual property laws and treaties. This Agreement gives Customer no rights to such content, including the use of the same. All rights not expressly granted under this Agreement are reserved by Rocket.Chat.

### **6.2 Customer Feedback about Rocket.Chat Services.**

Rocket.Chat is hereby granted a royalty-free, fully-paid, worldwide, transferable, sub-licensable, irrevocable, and perpetual license to use or incorporate into its products and Services any suggestions, enhancement requests, recommendations, or other feedback provided by Customer or End Users relating to the Services, Software or Documentation. Rocket.Chat is not obligated to hold any feedback in confidence.





### **6.3 Ownership of Data**

Rocket.Chat does not obtain ownership in Customer Data that is submitted to our Services or Software. For the purposes of this agreement, unless explicitly agreed otherwise between the Customer and the end user, the Customer acknowledges that when an End User submits content or information to the Services, such as messages or files, all such content and information is generally owned by the Customer. The Customer also has the option to incorporate terms within its own Terms of Service, thereby granting the Customer the right to use End User data.

## **7. FEES AND PAYMENT; TAXES.**

### **7.1 Fees and Payment.**

Fees will be due and payable as set forth on the applicable Ordering Document Form.

### **7.2 Late Payments.**

Rocket.Chat may (i) reserve, or (ii) reserve. Overdue payments will be subject to a late payment charge of the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

### **7.3 Taxes.**

Rocket.Chat shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k).

### **7.4 Adding Users, Add-ons, or Upsells.**

Customer may add users, increase storage limits, or otherwise increase their use of Rocket.Chat Services by placing a new Ordering Document. Unless otherwise specified in the applicable Ordering Document, Rocket.Chat will charge Customer for any increased use at Rocket.Chat's then-current rates prorated for the remainder of the then-current Term.

### **7.5 Fees, Audit, and Usage Data.**

By default, Self-Hosted Rocket.Chat Services are configured to automatically report usage data to Rocket.Chat. In environments where automated reporting over the internet is not possible, usage data may be manually reported subject to a written agreement with Rocket.Chat, made at the time or in advance of an Ordering Document submission. Whether the Rocket.Chat Software and Services are Self-Hosted or otherwise, Rocket.Chat reserves the right to audit the Customer's usage of the Rocket.Chat Software and Services in order: (a) to verify that the Customer is in compliance with the terms of this Agreement; and/or (b) for billing purposes. Any usage data received by Rocket.Chat is solely related to the use of the Rocket.Chat Software and Services (including, but not limited to, delivering, enhancing, improving customizing, and supporting Customer's use of the Rocket.Chat Software and Services), for audit and billing purposes and is processed in accordance with the Rocket.Chat Policies and applicable data protection legislation.

### **7.6 Usage Data and Customer Obligations.**

The Customer shall take all necessary steps to ensure that the process by which usage data is received by Rocket.Chat remains operational and shall not do anything that would interrupt, modify, or suppress data collection without Rocket.Chat's prior written approval. In the event that Rocket.Chat permits the Customer to disable the data usage setting, or in the event that the data usage setting is not functional, it is the Customer's responsibility to report monthly usage statistics to Rocket.Chat in accordance with the guidance provided by Rocket.Chat in the applicable Documentation or Rocket.Chat Policy. In the event that Rocket.Chat believes that any Rocket.Chat



Software and Services dependent on the collection of telemetry data are being misused, not used in the spirit of this Agreement, or the Customer's reporting is deficient (whether deliberately or otherwise), Rocket.Chat may, depending on the severity of the breach, temporarily suspend Customer's access to the Rocket.Chat Software and Services with or without notice, and without liability to Customer.

#### **7.7 Purchases through a Partner.**

If Customer acquires Services through a Partner, all payment-related terms will be set forth in the applicable agreement between such Partner and Customer. Any agreement(s) Customer enters into with a Partner shall be between Customer and the Partner and shall not be binding upon Rocket.Chat.

#### **7.8 No contingencies**

Customer acknowledges that the Rocket.Chat Services referenced in an Ordering Document are being purchased separately from any of Rocket.Chat other products or services. Payment obligations for any products or Services are not contingent on the purchase or use of any of other products (and for clarity, any purchases of Rocket.Chat Services are separate and not contingent on each other, even if listed on the same Ordering Document). Customer agrees that purchases are not contingent on the delivery of any future functionality or features (including future availability of any Products or Services beyond the current Term) or dependent on any oral or written public comments we make regarding future functionality or features.

### **8. TERM; TERMINATION.**

#### **8.1 Term.**

Customer's Ordering Document shall set forth the effective date (the "Effective Date") and Initial Term of the Agreement. Unless expressly provided otherwise, the Initial Term is 12 months from Ordering Document's Effective Date. The Initial Term may be renewed for successive one-year periods (each, a "Renewal Term") at the then-current rates by executing a written order for the Renewal Term. The Initial Term and all Renewal Terms are referred to as the "Term." This Agreement shall be effective as of the Effective Date and will continue thereafter so long as one or more Ordering Documents remain in effect or until terminated by either party as outlined in this Section .

#### **8.2 Termination for Cause.**

When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Rocket.Chat shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

##### **8.2.1 Vendors and Third-Party Apps.**

Where Rocket.Chat relies on third party providers to provide or support a Service or any function or feature relating to our Services (e.g. Apple for Apple Business Chat integrations), Rocket.Chat reserves the right to change, suspend, limit, or terminate your use of the applicable Services, function, or feature at any time immediately if (i) the third party providers revokes the status of Rocket.Chat as an intermediary to provide Customer such Service, function, or feature; or (ii) at the request of the third party provider, such requests being at the discretion of the third party provider, without notice or liability.





#### **8.4 Effect of Termination or Expiration.**

Termination or expiration shall not relieve Customer of the obligation to pay any fees or other amounts accrued or payable to Rocket.Chat. Upon termination or expiration, Customer must cease all use of the Services, Software, and Documentation and destroy or return (upon request by Rocket.Chat) all copies of the Services, Software, and Documentation. Any obligations that have accrued prior to termination will survive termination of this Agreement.

### **9. REPRESENTATIONS AND WARRANTIES; COMPLIANCE**

#### **9.1 Representations and Warranties**

Each party represents and warrants that: (i) such party has the full power and authority to enter into this Agreement; (ii) this Agreement is duly authorized by all necessary action and has been duly executed and delivered; (iii) such party is in compliance with all applicable law; and (iv) such party has not entered into any agreement with any other entity that contains restrictive provisions that may impair its ability to perform its obligations under this Agreement. The Customer warrants and represents all information the Customer provides to Rocket.Chat is current, complete, accurate, and any changes will be communicated to Rocket.Chat promptly.

#### **9.2 Export Control Laws.**

The Services, Software, and Documentation delivered to Customer under this Agreement are subject to export control laws and regulations and may also be subject to import and export laws of the jurisdiction in which it was accessed, used, or obtained, if outside those jurisdictions. Customer shall abide by all applicable export control laws, rules, and regulations applicable to the Services, Software, and Documentation. Customer represents and warrants that (i) it is not located in or are not under the control of or a resident of any country, person, or entity prohibited from receiving the Services, Software, or Documentation due to export restrictions, and (ii) that Customer will not export, re-export, transfer, or permit the use of the Services, Software, or Documentation, in whole or in part, to or in any of such countries or to any of such persons or entities.

#### **9.3 Anti-Bribery & Corruption.**

Customer will not: (a) make any unlawful payments to any government official or employee; (b) make any unlawful payment to any person or unlawfully provide anything of value (whether as property, services, or in any other form) to any person for the purpose of obtaining an improper business advantage; or (c) agree, commit, or otherwise offer to undertake any of the foregoing actions in connection with this Agreement. Further, Customer represents and warrants that all at times during the Term, Customer will comply with applicable anti-bribery and anti-corruption laws.

#### **9.4 Anti-Money Laundering.**

Customer represents and warrants that all payments will be made by its legal entity as identified in the Agreement (or by its Affiliates) and that Customer will not misrepresent or attempt to conceal the identity of the party paying or any recipient(s) of the Services.

### **10. CONFIDENTIAL INFORMATION.**

#### **10.1 Confidential Information.**

As used in this Agreement, "**Confidential Information**" means any nonpublic information or materials disclosed by either party to the other party, either directly or indirectly, in writing, orally, or by inspection of tangible objects that the disclosing party clearly identifies as confidential or proprietary. For clarity, Customer Confidential Information includes Personal Data and Rocket.Chat Confidential Information includes the Services, Software, Documentation, and any information or materials relating to such (including but not limited to pricing). Confidential Information may also include confidential or proprietary information disclosed to a disclosing party by a third party.



### **10.2 Protection of Confidential Information.**

The receiving party will: (i) hold the disclosing party's Confidential Information in confidence and use reasonable care to protect the same; (ii) restrict disclosure of such Confidential Information to those employees or agents with a need to know such information and who are under a duty of confidentiality respecting the protection of Confidential Information substantially similar to those of this Agreement; and (iii) use Confidential Information only for the purposes for which it was disclosed, unless otherwise set forth herein. The restrictions will not apply to Confidential Information, excluding Personal Data, to the extent it (i) is (or through no fault of the recipient, has become) generally available to the public; (ii) was lawfully received by the receiving party from a third party without such restrictions; (iii) was known to the receiving party without such restrictions prior to receipt from the disclosing party; or (iv) was independently developed by the receiving party without breach of this Agreement or access to or use of the Confidential Information.

### **10.3 Return and Destruction of Materials.**

The receiving party will return to the disclosing party or destroy all Confidential Information of the disclosing party in the receiving party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the disclosing party upon the termination of this Agreement. The receiving party will certify in writing signed by an officer of the receiving party that it has fully complied with its obligations under this Section.

### **10.4 Disclosure of Confidential Information.**

The receiving party may disclose Confidential Information to the extent the disclosure is required by law, regulation, or judicial order, provided that the receiving party will provide to the disclosing party prompt notice, where permitted, of such order and will take reasonable steps to contest or limit the steps of any required disclosure. The parties agree that any breach of this Section 11 will cause irreparable injury and that injunctive relief in a court of competent jurisdiction will be appropriate to prevent an initial or continuing breach of these Sections in addition to any other relief to the applicable party may be entitled. Rocket.Chat recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

## **11. DISCLAIMER**

ROCKET.CHAT WARRANTS THAT THE SERVICES AND SOFTWARE WILL, FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH SOFTWARE AND THE SERVICES WRITTEN MATERIALS ACCOMPANYING IT. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, THE SERVICES, SOFTWARE, DOCUMENTATION, AND ALL OTHER PRODUCTS AND SERVICES PROVIDED UNDER THE TERMS OF THIS AGREEMENT AND/OR APPLICABLE ORDERING DOCUMENT, INCLUDING HOSTED SERVICES, ARE PROVIDED ON "AS IS" AND "AS AVAILABLE" BASIS.

EXCEPT AS SET FORTH EXPRESSLY IN THE AGREEMENT, ROCKET.CHAT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, SECURITY, LOSS OR CORRUPTION OF YOUR DATA, CONTINUITY, OR ABSENCE OF DEFECT RELATING TO THE SERVICES, SOFTWARE, DOCUMENTATION, ANY OTHER PRODUCT OR SERVICES, OR RESULTS OF THE SAME PROVIDED TO CUSTOMER UNDER THIS AGREEMENT.

ROCKET.CHAT DOES NOT WARRANT THAT THE SERVICES OR SOFTWARE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, THAT THE SERVICE WILL ALWAYS BE AVAILABLE ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE OR OPERATE WITHOUT ERROR, OR THAT



DEFECTS IN THE SERVICES OR SOFTWARE WILL BE CORRECTED. ROCKET.CHAT DOES NOT MAKE ANY GUARANTEES REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED FROM THE SERVICE. ROCKET.CHAT SPECIFICALLY DISCLAIMS RESPONSIBILITY OF THIRD-PARTY PRODUCTS AND SERVICES WITH WHICH YOU MAY UTILIZE THE SERVICES AND SOFTWARE, AND EACH PARTY SPECIFICALLY DISCLAIMS AND WAIVES ANY RIGHTS AND CLAIMS AGAINST THE OTHER PARTY WITH RESPECT TO SUCH THIRD-PARTY PRODUCTS AND SERVICES.

## **12. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ( IN NO EVENT WILL ROCKET.CHAT AND ITS AFFILIATES, DIRECTORS, EMPLOYEES, OR AGENTS HAVE ANY LIABILITY, CONTINGENT OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, STATUTORY OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SERVICES, SOFTWARE, DOCUMENTATION, OR ANY OTHER PRODUCTS OR SERVICES PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, LOST OR CORRUPTED DATA, LOSS OF GOODWILL, WORK STOPPAGE, EQUIPMENT FAILURE OR MALFUNCTION, PROPERTY DAMAGE OR ANY OTHER DAMAGES OR LOSSES, EVEN IF ROCKET.CHAT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, STATUTE, INDEMNITY OR OTHERWISE) UPON WHICH ANY SUCH LIABILITY IS BASED. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

UNDER NO CIRCUMSTANCES WILL ROCKET.CHAT'S TOTAL LIABILITY TO CUSTOMER, IN THE AGGREGATE, EXCEED THE GREATER OF (I) \$100.00 OR (II) THE AMOUNTS PAID BY CUSTOMER TO ROCKET.CHAT IN CONNECTION WITH THE SERVICE IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THE FOREGOING DISCLAIMERS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW

## **13. INDEMNIFICATION.**

### **13.1 Rocket.Chat Indemnification.**

Rocket.Chat will indemnify, have the right to intervene to defend, and hold Customer harmless from any third-party claim brought against Customer that the Services, as provided by Rocket.Chat, infringe, or misappropriate any U.S. patent, copyright, trademark, trade secret, or other intellectual property rights of a third party (an "**Infringement Claim**"), provided (i) use of the Services by Customer is in conformity with the Agreement and Documentation; (ii) the infringement is not caused by modification or alteration of the Services; and/or (iii) the infringement was not caused by a combination or use of the Services with products not supplied by Rocket.Chat. Rocket.Chat's indemnification obligations are contingent upon Customer: (i) promptly notifying Rocket.Chat in writing of the claim; (ii) granting Rocket.Chat sole control of the selection of counsel, defense, and settlement of the claim; and (iii) providing Rocket.Chat with reasonable assistance, information, and authority required for the defense and settlement of the claim. This Section states Rocket.Chat's entire liability, and Customer's be sole and exclusive remedy, with respect to any Infringement Claim. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

### **13.2 Customer Indemnification.**

Reserved.



## **14. GENERAL**

### **14.1 Notices**

Except as otherwise specified in the Agreement, all notices related to the Agreement will be in writing and will be effective upon (a) personal delivery, (b) the third business day after mailing, or (c) the day of sending by email. All notices from Customer pertaining to contractual or legal matters (i.e., breach of contract, termination, indemnifiable claims, etc.) must clearly be identified and marked as Legal Notices to the address listed below. Billing and other service-related notices to Customer will be addressed to the relevant billing contact designated by the Customer. All other notices to Customer will be addressed to the relevant workspace administrator designated by Customer.

**Notice address for Rocket.Chat:**

Rocket.Chat Technologies Corp.  
Attn: Legal Department  
251 Little Falls Drive, Wilmington, DE, 19808  
legal@rocket.chat

### **14.2 Modifications.**

Unless as otherwise set forth herein, this Agreement shall not be amended or modified by Customer except in writing signed by authorized representatives of each party.

### **14.3 Entire Agreement**

The Agreement, including the Additional Terms and Ordering Documents, constitute the complete and exclusive agreement between the Parties. This Agreement takes precedence over any prior or contemporaneous agreements, proposals, or representations, whether written or oral, related to the subject matter. In the event of any conflict between the Customer Terms and any Additional Terms or Ordering Documents, the Customer Terms shall prevail, followed by any Additional Terms and, subsequently, any Ordering Documents. This order of precedence shall apply unless expressly stated otherwise or when a signed writing by duly authorized representatives of both parties provides an alternative arrangement.

### **14.4 Severability**

The Agreement will be enforced to the fullest extent permitted under applicable law. If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Agreement will remain in effect.

### **14.5 Waiver**

No failure or delay by either party in exercising any right under the Agreement will constitute a waiver of that right. No waiver under the Agreement will be effective unless made in writing and signed by an authorized representative of the party being deemed to have granted the waiver.

### **14.6 Governing Law**

This Agreement and any disputes arising out of or related to this Agreement shall be governed by the Federal laws of the United States

The Agreement, and any disputes arising out of or related hereto will be governed exclusively by the applicable governing law above. The courts located in the applicable venue above will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to the Agreement or its



formation, interpretation, or enforcement. Each party hereby consents and submits to the exclusive jurisdiction of such courts.

The terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to this Agreement. The Uniform Computer Information Transactions Act (UCITA) will not apply to this Agreement regardless of when or where adopted.

**14.7 Reserved.**

.

**14.8 Reserved.**

**14.9 Reserved.**

**14.10 Force Majeure.**

In accordance with GSAR Clause 552.212-4(f), Neither party to this Agreement will be liable for delays or failures in performance under this Agreement (other than for payment obligations or breach of confidentiality requirements) resulting from acts or events beyond the reasonable control of such party, including acts of war, terrorism, acts of God, natural disasters (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), embargos, riots, sabotage, governmental acts, failure of the internet, power failures, energy interruptions or shortages, other utility interruptions, or telecommunications interruptions. The party affected by the force majeure event will provide notice to the other party within a commercially reasonable time and will use commercially reasonable efforts to resume performance as soon as practicable. Obligations not performed due to a force majeure event will be performed as soon as reasonably possible when the force majeure event concludes.

**14.11 Independent Contractor.**

This Agreement do not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. Rocket.Chat, its personnel, agents, subcontractors, and independent contractors are not employees or agents of Customer and are acting as independent contractors with respect to Customer. Neither party is, nor will be, considered to be an agent; distributor; partner; joint venture; or representative of the other party for any purpose, and neither party will have the authority to act on behalf of, or in the name of, or to bind, the other party in any manner whatsoever.

**14.12 Third Party Rights.**

Other than as expressly provided herein, the Agreement does not create any rights for any person who is not a party to it, and no person not a party to this Agreement may enforce any of its terms or rely on an exclusion or limitation contained in it.

**14.13 Reserved.**

**14.14 Survival.**

All provisions of this Agreement relating to confidentiality, non-disclosure, intellectual property, disclaimers, limitation of liability, indemnification, payment, governing law and any other provisions which must survive in order to give effect to their meaning shall survive the termination of this Agreement.



#### **14.15 Language.**

If this Agreement is translated into a language other than English and there are conflicts between the translations of this Agreement, the English version of this Agreement shall prevail and control.

#### **14.16 Headings.**

Paragraph headings are for convenience and shall have no effect on interpretation.

#### **14.17 Definitions**

**Affiliates** means an entity controlled by, under common control with, or controlling such party, where control is denoted by having fifty percent (50%) or more of the voting power (or equivalent) of the applicable entity. Subject to the terms and conditions of this Agreement, Your Affiliates may use the license granted hereunder. All references to Rocket.Chat shall be deemed to be references to Rocket.Chat and its Affiliates.

**Authorized Partner** means an authorized Rocket.Chat reseller, distributor, or managed service provider through which Customer may acquire the Subscription Services and/or Professional Services.

**Beta Services** means the second phase of software testing in which a sampling of the intended audience samples a service prior to its general release where Customer, in return, provides Rocket.Chat feedback about the Beta Services.

**Customer Data** or **Data** means data, files, or information, including data, files, or information that include Personal Data, accessed, used, communicated, stored, or submitted by Customer or End Users related to Customer or End User's use of the Services or Software.

**Commercial license** means a purchased license within one of the available plans offered by Rocket.Chat at <https://www.rocket.chat/pricing>.

**Devices** means (whether physical or virtual) a server, system, workstation, computer, mobile device, or endpoint upon which or through which the Services are used and/or on which the Software is installed.

**Documentation** means the official user documentation prepared and provided by Rocket.Chat to Customer on the use of the Services or Software (as updated from time to time). For the avoidance of doubt, any online community site, unofficial documentation, videos, white papers, or related media, or feedback do not constitute Documentation.

**End User** means an individual authorized by Customer to use the Services, Software, and Documentation.

**Order Form** means the Rocket.Chat ordering document for sales assisted purchases that specifies Customer purchase of the Services, pricing, and other related information.

**Personal Data** means any information that can be used to identify an individual as that term is defined under applicable law, which may include EU's "General Data Protection Regulation" ("GDPR") as and if applicable.

**Professional Services** means any professional services, including but not limited to implementation and installation services, managed services, consultancy services, integration assistance as agreed upon by the parties and set forth in a Statement of Work or Order Form.

**Services** means the products and Software services, including any support and application programming interface that accesses functionality, that is purchased by Customer via an Ordering Document provided to the Customer by Rocket.Chat.





**Software** means the object code version of any software to which Customer is provided access as part of the Service, including any updates or new versions.

**Statement of Work** means a document outlining the project's scope, objectives, tasks, and deliverables. It serves as a formal agreement between the parties for the execution of professional services.

**Subscription**, if applicable, refers to the Customer's online order specifying Rocket.Chat's software and services, the number of users, and associated fees.

**Support Services** means the standard support maintenance or support provided by Rocket.Chat or its designated agent as set forth in this agreement and the specific support documentation. Rocket.Chat may offer different types of support, including documentation support and specific support plan offerings. For detailed plans and documentation, please refer to the Support Level Agreement.

**Taxes** means any sales, VAT, use, and other taxes (other than taxes on Rocket.Chat's income), export and import fees, customs duties and similar charges imposed by any government or other authority.

---

#### **Contacting Rocket.Chat**

Please also feel free to contact us if you have any questions about this Agreement. You may contact us at [legal@rocket.chat](mailto:legal@rocket.chat) or at our mailing address below:

Rocket.Chat Technologies Corp. 251 Little Falls Rd Wilmington, DE, 19808 USA



## **Appendix 1 Self-Hosted Terms**

With respect to Customer's purchase and/or use of the Self-Hosted Software, the following additional terms shall apply.

### **1. CUSTOMER DATA**

#### **1.1 Customer Data Management**

Customer is responsible for maintaining and protecting backups of Customer Data directly or indirectly processed using the Services and Software. Rocket.Chat is not responsible for the exportation of, the failure to store, the loss, or the corruption of Customer Data. Customer shall inform its End Users that any Customer Data that the End User uploads to the Services should be maintained and protected in a location other than the Services. Customer hereby represents and warrants that it has received required consent, licenses and permission to upload any Customer Data to the Services.

Customer agrees that Rocket.Chat and its Affiliates may process configuration, performance, usage, and consumption data about Customer and its End User's use of the Services and Software to assist with the necessary operation and function of the Services and Software and to improve Rocket.Chat products and Services ("Usage Data"). Rocket.Chat's use of Usage Data shall be subject to Rocket.Chat's Privacy Policy. All right, title and interest in and to the Usage Data shall be owned exclusively by Rocket.Chat.

#### **1.2 Protection of Personal Data.**

Each party shall comply with its respective obligations under applicable data protection laws. Each party shall maintain appropriate administrative, physical, technical, and organizational measures that ensure an appropriate level of security for Confidential Information and Personal Data. Customer is responsible for ensuring that the security of the Services is appropriate for its intended use and the storage, hosting, or processing of Personal Data. Information on how Rocket.Chat protects Personal Data is in [Rocket.Chat's Privacy Policy](#) attached hereto.



# Terms of Use (aka EULA)

Effective date: November 30th, 2023

---

## **At a glance,**

These Terms of Use (the "User Terms", aka "EULA" - End User License Agreement) govern Users access and use of our software, server, and any other Services ("the Services") we may provide to you unless otherwise specified. This includes but is not limited to Rocket.Chat Software, Rocket.Chat Cloud Services, Marketplace, Support Plans, Apps, Professional Services, some Integrations (including via 3rd-party), and API. Some of them are covered by additional terms and conditions, which may also apply to the Services we provide you.

These Terms apply the Ordering Activity Customer utilizing Rocket.Chat Services, regardless of whether they are direct Rocket.Chat Users or have been granted access to the Services by a Rocket.Chat Customer.

## **PLEASE READ THE TERMS OF USE (EULA) CAREFULLY.**

By executing a written order for the Rocket.Chat Services, you confirm your acceptance of the Services and agree to become bound by the terms of these Terms of Use (EULA).

These Terms of Use form a part of a binding "Contract" between the Ordering Activity Customer and Rocket.Chat and apply to any Services you order, subscribe to, activate, or use.

Even though you are signing in to an existing workspace, these Terms of Use apply to you as a User of the Services. If you access, deploy, or register any Rocket.Chat workspaces—including a community workspace or a No-Charge Service, these Terms of Use will also govern all options.

## **Definitions**

"Rocket.Chat," "we," "us," or "our" Rocket.Chat Technologies Corp. or its [affiliates](#).

"User", "you" or "your" means the individuals who are authorized by any workspace owner in accordance with the Order Form or Subscription or Rocket.Chat's Terms of Service, as applicable, to access and use the Rocket.Chat Software, Services, and Documentation in accordance with this



Agreement and including any End Users. User also means the individuals who are using Rocket.Chat Open Server, Rocket.Chat's Community Edition or any trial or free plan of Rocket.Chat's Services.

"Customer" means an organization or entity which has separately agreed to our Customer Terms of Service or entered into a written agreement with Rocket.Chat (in either case, the "Terms") that permitted the Customer to create and configure a workspace so that the User(s) could join.

"Rocket.Chat Open Server" is a dedicated workspace for [Rocket.Chat](#) admins, users, contributors, partners, and employees to collaborate and improve the experience of running a [Rocket.Chat](#) workspace.

"Workspace Administrator" means an individual responsible for managing a dedicated workspace(s): including user accounts, configuring settings, ensuring security, and providing technical support within the workspace, as detailed in public documentation.

Other capitalized terms in the Terms of Use shall have the same meaning as defined in the Terms of Service.

## 1. TERMS THAT MAY APPLY TO YOU

These Terms of Use (EULA) refer to the following additional terms, which may also apply to your use of our Services:

- **Rocket.Chat Privacy Policy**

Please review our attached Privacy Policy for more information on how we collect and use data relating to the use and performance of our Services.

- **Customer Additional Terms and Policies and Rocket.Chat Code of Conduct**

If the User is accessing a Customer workspace, please note that the respective Customer may impose additional requirements and terms on Users when using our Services that Users should comply with. If applicable, the Customer should notify Users of such terms and conditions.



For Users utilizing the Rocket.Chat Open Server (<https://open.rocket.chat>), kindly be advised that our Code of Conduct applies to your usage. Please familiarize yourself with our attached [Rocket.Chat Code of Conduct](#).

## 2. USER DATA

When a User submits content or information to the Services, such as messages or files ("User Data"), the Customer retains ownership of any intellectual property rights in that content.

The Customer has many choices and control over the Customer and User-Uploaded Data shared in the workspace. Please refer to the [Accounts](#) Section to understand the Administrator tools and how they can manage Users' Data. For a better understanding of how your data is handled, you can refer to [Rocket.Chat's Privacy Policy](#).

### 2.1 Types of Deployment

Rocket.Chat Services can be deployed on three types, each involving different data processing activities: Workspace Cloud Hosted at Rocket.Chat, Workspace under a Self-Managed Infrastructure, Rocket.Chat Open Server.

#### **Data Uploaded to the Customer's Workspace Cloud Hosted at Rocket.Chat**

Our services can be deployed in our cloud infrastructure, meaning Rocket.Chat will store the data uploaded to the workspace with restricted access and subject to encryption and other technical and organizational measures. If you use a workspace hosted in the Cloud Infrastructure, please note that the customer administrator controls the data. For any data subject requests, please contact your Workspace Administrator directly.

---



## **Data Uploaded to the Customer's Workspace under a Self-Managed Infrastructure**

If you use a workspace hosted in the Customer's infrastructure, please note that we do not store User-generated content. For any data subject requests, please contact your workspace administrator directly.

---

## **Data Uploaded to the Rocket.Chat Open Server**

Rocket.Chat Open Server is a free and open platform for communication and collaboration governed by the [Rocket.Chat Open Code of Conduct](#). As a User, it is mandatory to comply with the Code of Conduct, which defines the expected behavior on the open server. Failure to adhere to the code may result in account exclusion and other applicable penalties. For any data subject requests, please refer to Rocket.Chat's [Privacy Center](#)

## **2.2 User-Generated Content**

Our software may contain information and materials uploaded by other Users of our services, such as social media pages, video-sharing platforms, bulletin boards, discussions, and channel rooms. Rocket.Chat does not assume any responsibility for the content generated by Users. As a User, you are solely responsible for any content you create and Rocket.Chat does not endorse or guarantee the accuracy or legality of such content in any way.

Before making any decisions or taking any actions based on the content on our platform, we strongly recommend seeking professional or specialist advice. We cannot guarantee the accuracy, completeness, or timeliness of the content on our platform, and we make no representations or warranties, whether express or implied, that the content on our software is accurate, complete, or up to date.



### 3. ACCEPTABLE USE POLICY

By using our Services, you agree to comply with our attached [Acceptable Use Policy](#), which sets out the guidelines for expected behavior and conduct while using our Services. Failure to comply with the [Acceptable Use Policy](#) may suspend or terminate the Services.

### 4. LEGAL AGE

The use of our Services is only permitted if you are above the legal age, which is 13 years, or any higher age required by the applicable regulations in your jurisdiction.

For Users from countries subject to the General Data Protection Regulation "GDPR": You must be 16 years old or above unless your Country has enacted a regulation specifying a lower minimum age.

For Lei Geral de Proteção dos Dados "LGDP"-regulated users, individuals must be 18 years of age or older unless parental consent has been obtained in accordance with our [Privacy Policy](#).

By accessing and using our services, you confirm that you meet the minimum age requirement of the relevant regulations. If you are under the legal age, please discontinue using our services.

### 5. EXTERNAL LINKS DISCLAIMER:

Our Services may contain links to other websites or platforms and resources provided by third parties. These links are provided for informational purposes only and should not be interpreted as our endorsement or approval of the linked sites or platforms or the information the User may obtain from them. We do not have control over the content of those sites, platforms, or resources, and therefore, we are not responsible for any content, products, services, or actions of those third-party sites or platforms. It is the User's responsibility to exercise caution and use their own judgment when accessing and using any external links provided through our services.



## 6. ROCKET.CHAT'S TRADEMARKS

Unless the User is provided with express written permission by Rocket.Chat, the User is not authorized to use Rocket.Chat's trademarks and any violation of this provision may result in legal action and liabilities.

## 7. LIMITATION OF LIABILITY

If we believe that there is a violation of the Customer Terms of Service, Terms of Use, Acceptable Use Policy, or any of our other policies that can simply be remedied by removal of certain Customer Data or taking other action, we will, in most case, ask the Customer to take action rather than intervene. We may directly step in and take what we determine to be appropriate action (including disabling your account) if we believe there is a credible risk of harm to us, the Services, Users, or any third parties, including Vendors and Third Party Apps. ROCKET.CHAT WARRANTS THAT THE SERVICES AND PRODUCTS WILL, FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH SERVICES AND PRODUCTS WRITTEN MATERIALS ACCOMPANYING IT. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, To the maximum extent permitted by law, Rocket.Chat offers the Services and Products "AS IS" and "AS AVAILABLE" and Rocket.Chat hereby disclaims all warranties, whether express, implied, or statutory, including but not limited to any implied warranties of title, non-infringement, merchantability, or fitness for a particular purpose. You may have other statutory rights, in which case the duration of any statutory warranties will be limited to the maximum extent permitted by law. IN NO EVENT WILL WE HAVE ANY LIABILITY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.



UNLESS YOU ARE ALSO A CUSTOMER (AND WITHOUT LIMITATION TO OUR RIGHTS AND REMEDIES UNDER THE CONTRACT), USER WILL HAVE NO FINANCIAL LIABILITY TO US FOR A BREACH OF THESE TERMS OF USE. OUR MAXIMUM AGGREGATE LIABILITY TO THE USER FOR ANY BREACH OF THE TERMS OF USE IS THE AMOUNT PAID FOR THE SERVICES AND PRODUCTS. THE FOREGOING DISCLAIMERS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW AND DO NOT LIMIT EITHER PARTY'S RIGHT TO SEEK AND OBTAIN EQUITABLE RELIEF.

## 8. OPEN SOURCE COMMITMENT

Rocket.Chat uses a combination of open-source and proprietary code. Rocket.Chat Community Edition (CE) is licensed under the terms of the MIT License. Rocket.Chat Enterprise Edition (EE) is licensed under "The Rocket.Chat Enterprise Edition (EE) license," which has more restrictions. It is important to note that Rocket.Chat Enterprise Edition (EE) covers all non-community versions of the product, including the Free, Pro, Enterprise, or any other non-community edition version that may be derived.

Rocket.Chat uses open-source software components in its platform, which are made available to users as open-source software. However, any proprietary software that is not available as open-source software is excluded.

The open-source license terms can be found in the [source code repository on GitHub](#). Our Terms of Use for any open-source software component we provide are designed to avoid any conflict with the applicable open-source license terms. In case of conflict between our terms of use and the open-source license, the open-source license will take priority.

Please be aware that the Rocket.Chat Enterprise Edition (EE) is provided as a "source available" distribution and requires a commercial license for usage. If you are operating a derivative product under the assumption that the Rocket.Chat Software is fully open-source; you are required to remove the Enterprise Edition folder from your code base. Failure to comply with this requirement may result in legal consequences.

## 9. GENERAL PROVISIONS

## 9.1 Termination

These Terms of Use (EULA) will remain in effect for the duration of the Terms of Service or as long as the User maintains an active account with us. If you choose to delete your account or if your account is deleted by the Workspace Administrator, the Terms of Use will no longer apply to your use of the Services, except if otherwise expressed in the Survival Section.

It is important to reinforce that the responsibility for deleting User accounts lies with the Customer.

If we decide to terminate or suspend the User's account on Rocket.Chat Open server, due to a violation of these Terms of Use, the Acceptable Use Policy, or the Code of Conduct of the Open Server, these terms will remain applicable to any actions or activities performed before the account termination or suspension.

## 9.2 Survival

The Sections titled "Limitation of Liability" and "Survival" and all of the provisions under the general heading "General Provisions" will survive any termination or expiration of these Terms of Use.

## 9.3 Updates and Modifications

As part of our ongoing commitment to providing the User with the best experience, we periodically review and update our Terms of Use and policies.

If there are any substantial modifications to the Terms of Use or other policies that directly affect the use of Rocket.Chat Services, we will ensure to provide Users with advance notice prior to the changes taking effect.

If a User accesses our services through a Customer (e.g., organization), the Customer's Workspace Administrator is responsible for receiving and relaying any updates to the Terms of Use, Service Terms, and other policies to the User.



If the User is currently utilizing Rocket.Chat Open Server, trial, free plan, or any of our apps directly with us; we will communicate these changes through email using the address associated with the User account or via in-app messaging.

It is important to carefully review the Terms of Use and any additional terms that apply to the usage of our Services.

By continuing to use our Services after the effective date of any changes, that use will constitute the User's acceptance of the revised terms and conditions.

## **9.4 Waiver**

No failure or delay by either Party in exercising any rights under this Terms of Use, including the Acceptable Use Policy, will constitute a waiver of that right. No waiver under the Terms of Use will be effective unless it is in writing and signed by an authorized representative of the party being deemed to have granted the waiver.

## **9.5 Severability**

The Terms of Use, including the Acceptable Use Policy, will be enforced to the fullest extent permitted under applicable law. If any provision of the Terms of Use is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Terms of Use will remain in effect.

## **9.6 Assignment**

The User may not assign any of its rights or delegate to its obligations under these Terms of Use, including the Acceptable Use Policy, whether by operation of law or otherwise, without the prior written consent of Rocket.Chat (not to be unreasonably withheld).



## **9.7 Governing Law, Venue, Fees**

The Terms of Use, including the Acceptable Use Policy, and any disputes arising out of or related hereto, will be governed exclusively by the same applicable governing law of the Customer Terms of Service, without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods. The Courts located in the applicable venue of the Customer Terms of Service will have exclusive jurisdiction to adjudicate any dispute arising out of relating to the Terms of Use, including the Acceptable Use Policy or its formation, interpretation, or enforcement.

Each Party hereby consents and submits to the exclusive jurisdiction of such courts. In any action or proceeding to enforce rights under the Terms of Use, the prevailing party will be entitled to recover its reasonable costs and attorney's fees.

## **9.8 Entire Agreement**

The Terms of Use (EULA), including any terms incorporated by reference into the Terms of Use, constitute the entire agreement between the User and Rocket.Chat and supersede all prior and contemporaneous agreements, proposals, or written or oral representations concerning its subject matter.

To the extent of any conflict or inconsistency between the provisions in these Terms of Use and any pages referenced in these Terms of Use, these Terms of Use will first prevail, provided, however, that if there is a conflict or inconsistency between the Customer Terms of Service and the Terms of Use, the Customer Terms of Service will prevail, followed by the provisions in these Terms of Use, and then, followed by the pages referenced in these terms of use. (e.g., Privacy Policy).

The Customer will be responsible for notifying Users of those conflicts or inconsistencies, and until such time, the terms set forth herein will be binding.

## **CONTACTING ROCKET.CHAT**





Please also feel free to contact us if you have any questions about this Agreement.

You may contact us at [legal@rocket.chat](mailto:legal@rocket.chat) or at our mailing address below:

Rocket.Chat Technologies Corp. 251 Little Falls Rd Wilmington, DE, 19808 USA

## **ROCKET.CHAT ACCEPTABLE USE POLICY**

PLEASE READ THIS ACCEPTABLE USE POLICY CAREFULLY BEFORE USING ROCKET.CHAT SERVICES.

You, a User of Rocket.Chat Services, agree to abide by this Rocket.Chat Acceptable Use Policy regarding unacceptable conduct for our Services.

If Rocket.Chat, in its sole discretion, determines that a policy violation is deliberate, repeated, or presents a credible risk of harm to other Users, our Customers, the Services, or any third parties; we may suspend or terminate your access to the Services without prior notice and without any liability to you.

### **You must:**

- (a) comply with all Terms of Use applicable to You;
- (b) comply with all applicable laws and governmental regulations, including, but not limited to, all intellectual property, data, privacy, and export control laws and regulations promulgated by any government agencies;
- (c) upload and disseminate only data to which you own or have all proper rights or access under the law and contractual and fiduciary relationships (such as proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements) and do so only consistent with applicable law;
- (d) keep Your access credentials (including passwords access keys, API keys, and tokens,.) confidential;
- (e) use commercially reasonable efforts to prevent unauthorized access to or use of the Services;
- (f) monitor and control all activity conducted through Your account in connection with the Services;
- (g) use the proper functions that come with Your account to interact with Your workspace and subscription (e.g., renewal and cancellation of the workspace);<sup>1</sup>
- (h) promptly notify us if You become aware of or reasonably suspect any illegal or unauthorized activity or a security breach involving Your accounts, including any loss, theft, or unauthorized disclosure or use of a username, password, or account;

---

<sup>1</sup> In emergency cases, if these are not available to you, we may be able to assist; provided that you properly identify yourself to us before we can make these changes for you. We cannot make these changes just by receiving an email alone.



- (i) comply in all respects with all applicable terms of the third-party applications that You access or subscribe to in connection with the Services, including any that the Customer elects to integrate with the Services that You access or subscribe to in connection with the Services.

**You may not:**

- (a) use the Services to store or transmit any information, content or data that may infringe upon or misappropriate someone else's trademark, copyright, or other intellectual property or that may be tortious or unlawful;
- (b) upload to, or transmit from, the Services any data, file, software, or link that contains or redirects to a virus, Trojan horse, worm, or other harmful component or technology that unlawfully accesses or downloads content or information stored within the Services or on the hardware of Rocket.Chat or any third party;
- (c) attempt to reverse engineer, decompile, hack, disable, interfere with, disassemble, modify, copy, translate, or disrupt the features, functionality, integrity, or performance of the Services (including any mechanism used to restrict or control the functionality of the Services), any third party use of the Services, or any third party data contained therein (except to the extent such restrictions are prohibited by applicable law);
- (d) attempt to gain unauthorized access to the Services or related systems or networks or to defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software protection or monitoring mechanisms of the Services;
- (e) use the Services in any manner that may harm minors or that interacts with or targets people under the legal age stated in the Terms of Use;
- (f) impersonate any person or entity, including, but not limited to, a team member of ours, an "Administrator," an "Owner," or any other User, or falsely state or otherwise misrepresent your affiliation with a person, organization, or entity;
- (g) use the Services to provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act or other laws and regulations concerning national security, defense or terrorism;
- (h) access, search, or create accounts for the Services by any means other than our publicly supported interfaces (for example, "scraping" or creating accounts in bulk);
- (i) send unsolicited communications, promotions or advertisements, or spam;
- (j) place any advertisements within the Rocket.Chat Services;
- (k) send altered, deceptive, or false source-identifying information, including "spoofing" or "phishing";
- (l) use contact or other user information obtained from the Services (including email addresses) to contact Users outside of the Services without their express permission or authority or to create or distribute mailing lists or other collections of contact or user profile information for Users for use outside of the Services;
- (m) abuse referrals or promotions to get more credits than deserved;
- (n) share, transfer, or otherwise provide access to an account designated for You to another person;



- (o) access the Services to build a similar or competitive product or service or copy any ideas, features, functions, or graphics pertaining to the Services;
- (p) sublicense, resell, timeshare, or similarly exploit the Services unless You have entered into an active and legally binding Partner Agreement with Rocket.Chat;
- (q) access or use the Services on behalf of or for the benefit of any patent assertion entity. If our Services are accessed or used in any patent assertion, such use is in violation of this Acceptable Use Policy, and to the extent permitted by law, cannot be used in any related court filings;
- (r) engage in activity that incites or encourages violence or hatred against individuals or groups, including but not limited to defaming, libeling, ridiculing, mocking, stalking, threatening, harassing, intimidating, or abusing anyone; or
- (s) authorize, permit, enable, induce, or encourage any third party to do any of the above.

### **Reporting Harmful Content**

We take the safety and well-being of our Users seriously. Thus, there are certain types of content we cannot allow. We prohibit posting or sharing "Harmful Content," which is defined as content that:

- Is obscene, pornographic, violent or otherwise may offend human dignity, or contains nudity;
- Contains language or imagery which could reasonably be deemed offensive, or is likely to harass, upset, embarrass, or annoy any other person (including, but not limited to, any sort of language or imagery that could be deemed discriminatory against any race, religion, gender identity, sex, sexual orientation, color, ethnicity, national origin, or ability status);
- Is abusive, insulting, or threatening, discriminatory, or promoting of or encouraging racism, sexism, hatred or bigotry;
- Encourages any illegal activity including but not limited to, terrorism, inciting racial hatred, or the submission of which in itself constitutes committing a criminal offense;
- Is defamatory, untrue, or libelous;
- Relates to commercial activity, including but not limited to, sales, competitions, and advertising, and links to other websites or premium line telephone numbers;
- Infringes upon any rights of a third party, including but not limited to privacy and intellectual property rights; or
- Uses the name, image, or likeness of another person, or impersonates another person, without that person's consent (or in the case of a minor, without the consent of that minor's parent or legal guardian) or is an image or likeness of a minor unaccompanied by the minor's parent or legal guardian.

If You come across any Harmful Content within our server, we encourage You to report it immediately. Reporting helps us maintain a positive and secure environment for all users. To report harmful content, please follow the steps outlined on the Censorship and Harmful Content page.



For reporting Harmful Content on a customer workspace, please contact the respective Customer directly. They will be able to assist You in addressing any issues or concerns within their workspace. If you require further assistance or have additional questions, please contact [legal@rocket.chat](mailto:legal@rocket.chat).

Your cooperation in reporting Harmful Content is greatly appreciated as we work together to ensure a safe and respectful community.

#### **Rocket.Chat Code of Conduct and Customer Additional Terms and Policies**

For Users utilizing the Rocket.Chat Open Server (<https://open.rocket.chat>), kindly be advised that our code of conduct applies to Your usage. Please familiarize yourself with our Rocket.Chat Code of Conduct.

However, if You are accessing a Customer workspace, please note that the respective Customer may impose additional requirements and terms on You when using our Services that You must comply with. The applicable Customer will notify You of such terms and conditions.

We recommend reviewing and adhering to any additional guidelines the Customer sets.



## Rocket.Chat Privacy Policy

### At a glance,

This page informs you of our policies regarding the collection, use, and disclosure of personal data when you use our Services and the choices you have associated with that data.

We use your data to provide and improve the Services. By using the Service, you agree to the collection and use of information in accordance with this policy. Unless otherwise defined in this Privacy Policy, terms used in this Privacy Policy have the same meanings as in our Customer Terms of Service.

Administrators are responsible for Users' privacy, and we help administrators.

- There are basically two ways of using Rocket. Chat: Self-hosted (also known as on-premises deployment) on your own or someone else's infrastructure or via our Cloud-hosted services. In both cases, the administrator of that instance - or the organization behind the administrator - is the person responsible for ensuring the privacy of Rocket.Chat users.
- We aim to help by providing features in our products and services to make that job easier. We also provide this policy to explain what we do as a "helping hand"/data processor for administrators in case we process users' personal data.

### Data Handling on a Self-Hosted Deployment

- We cannot access Customer user-generated data in a Self-Hosted instance of Rocket.Chat.
  - Rocket.Chat code is open source; there are no back doors whatsoever.
  - Customers may desire to connect a self-hosted instance to other services, e.g., our marketplace or push notification gateway, where this privacy policy applies. You can also connect it to third-party services, such as external authentication services, in which case their privacy policy applies. It is Customer's choice, and Customers are not forced to do so.
- Data Handling on a Cloud Hosting Services
- In the Rocket.Chat Cloud hosted services; we only process Customer data for the purpose of providing Customers the service in the name of the administrator. Administrators are still in full control over the configuration of their instances. For more information on data processing in the cloud hosting services, please refer to 'The distinction of data collection between Self-Hosted Workspaces and Cloud Hosting Workspaces' and Privacy Notice for the Cloud Hosting Services.

### Definitions

Other definitions not found here shall have the same meaning as outlined in our Customer Terms of Service.

Services means the website (<https://rocket.chat>), Rocket.Chat Open Server (<https://open.rocket.chat>), Rocket.Chat Software and Marketplace, incl. associated Rocket.Chat



Apps, the <https://cloud.rocket.chat> service services, push notification gateways, and the Rocket.Chat mobile applications operated by Rocket.Chat Technologies Corp.

Personal Data means data about a living individual who can be identified from those data (or from those and other information either in our possession or likely to come into our possession).

Usage Data means the data collected automatically either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).

Cookies are small pieces of data stored on your device (computer or mobile device).

Data Controller means the natural or legal person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any personal information is, or is to be, processed. For the purpose of this Privacy Policy, we are a Data Controller of your Personal Data.

Data Processors (or Service Providers) means any natural or legal person who processes the data on behalf of the Data Controller. We may use the services of various Service Providers in order to process your data more effectively.

Data Subject (or User) Data Subject is any living individual who is using our Service and is the subject of Personal Data.

Cookies are files with a small amount of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a website and stored on your device.

Tracking technologies also used are beacons, tags, and scripts to collect and track information and to improve and analyze our Service.

### **The type of data we collect**

In connection with our operations and during the lifecycle of business relationships with our Customers, we collect various types of personal data, meaning any information that identifies or allows us to identify you.

#### **Personal Data**

While using our Service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you ("Personal Data"). Personally identifiable information may include but is not limited to

- Email addresses.
- First name and last name
- Cookies and Usage Data
- Phone number and other contact details.

#### **Account Data**





Some Services may allow or require that you register for a personalized account. Account data may include, in addition, your account name, authentication information, registration date, contact information, payment information, and any other information associated with your account.

### **Usage Data**

We may also collect information that your browser sends whenever you visit our Service or when you access the Service, including by or through a mobile device ("Usage Data").

This Usage Data may include information such as your computer's Internet Protocol address (e.g., IP address), browser type, browser version, the pages of our Service that you visit, the time and date of your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

When you access the Services by or through a mobile device, this Usage Data may include information such as the type of mobile device you use, the IP address of your mobile device, your mobile operating system, the app version, the type of mobile Internet browser you use, unique device identifiers and other diagnostic data

### **Location Data**

We may use and store information about your location if you give us permission to do so ("Location Data"). We use this data to provide features of our Service (only to allow you to share your location with another user via Rocket.Chat if it was enabled by the administrator).

You can enable or disable location services when you use our Service at any time through your device settings.

### **App Data**

#### **Apps Provided By Rocket.Chat**

When you use the Marketplace, you may choose to install Apps provided by Rocket.Chat. These Apps process data from your instance of Rocket.Chat and, therefore, nonpersonal data, such as software version, amount of users, and similar. Depending on the purpose and your actual usage of the App (e.g., enabling certain features), Personal Data may however be processed. E.g., you enable an integration, which processes your users' information. The description of the App will make the types of personal data sufficiently clear, as well as any potential deviations from this policy.

### **Third-Party Apps**

For Third-Party Apps on the Marketplace, the Vendor will provide you with a specific privacy policy that governs his Third-Party App.

### **Tracking & Cookies Data**

We use cookies and similar tracking technologies to track the activity on our Service and hold certain information.



- We DO NOT track activity in your self-hosted instances.
- We regularly monitor aggregated activity data on our infrastructure, but it is not tracking individual users in the sense of this paragraph, which only occurs when we have a legitimate interest in doing so (e.g., for security and compliance purposes).
- We do perform regular tracking on our Open Server.

You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Service.

Examples of Cookies we use:

- Session Cookies. We use Session Cookies to operate our Service.
- Preference Cookies. We use Preference Cookies to remember your preferences and various settings.
- Security Cookies. We use Security Cookies for security purposes.

### **Workspace Tracking and Statistics Data**

Rocket.Chat workspaces are set up to automatically send anonymous and non-personal usage tracking data to Rocket.Chat. This is done to help us understand how customers use our Services, ensure compliance with the terms of use limits, and for billing purposes if the Customer's contract is based on consumption of our Services.

The information shared is the same data displayed on the administration panel's "info" page, which is described in detail [here](#).

For example, the tracking statistics sharing will transmit the total number of channels, but not the actual channel names, to preserve your workspace's privacy. Depending on the services and plans purchased, disabling this tracking statistics collection may be possible.

For further details on how we secure your data, please refer to the "How do we secure your data" section. Additionally, information about our Cloud Infrastructure and Subprocessors can be found in our Subprocessors section.

### **How do we use the information?**

We collect and use your personal data to the extent necessary to carry out our operations, provide our services, and comply with any regulatory obligations in our activities.

These purposes are defined in more detail below:

- To provide and maintain our Services
- To notify you about changes to our Services
- To allow you to participate in interactive features of our Service when you choose to do so
- To provide customer support



- To gather analysis or valuable information so that we can improve our Service
- To monitor the usage of our Service
- To detect, prevent and address technical issues
- To provide you with news, special offers and general information about other goods, services and events which we offer that are similar to those that you have already purchased or enquired about if you have provided consent to receive this information or the processing is in our legitimate interests and it's not overridden by your fundamental rights. You may withdraw that consent at any time or object to receiving any or all of these communications from us by following the unsubscribe link or instructions provided in any email we send or by contacting us through our Data Request Form.

### **Legal Basis for Processing Personal Data**

In accordance with the applicable regulations, we may only use your personal data for at least one of the following reasons:

#### **To comply with legal and regulatory obligations.**

We collect and use your personal data to comply with various legal and regulatory obligations, such as

- Anti-money laundering regulations and counter-financing of terrorism regulations, including Know Your Customer (KYC) obligations.
- Regulations relating to international financial sanctions and embargoes.

#### **To fulfill our legitimate interests**

We also use your personal data to fulfill our legitimate interests, which include the following:

- Provision and delivery of our products and services.
- Marketing and customer communication and development of our customer relationships.
- Development of our products and services.
- Security and safety of our IT and facilities.

#### **Based on your consent**

if certain personal data processing requires your consent (e.g., cookies), we will inform you of this, including details of the specific processing activity, and request your consent to such processing. You may request to revoke your consent at any time.



## **Retention of Data**

Rocket.Chat Technologies Corp. will retain your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.

Rocket.Chat Technologies Corp. will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of our Service, or we are legally obligated to retain this data for longer time periods.

When your personal data is no longer needed to be retained for any of the purposes stipulated in this privacy policy, we may delete or anonymize your personal data. Anonymized data - i.e. data that can no longer be associated with you as an individual - may be further used for research and statistical purposes, in which case we may use this information indefinitely without further notice to you.

## **Transfer of Data**

Your information, including Personal Data, may be transferred to — and maintained on — computers located outside of your state, province, country, or other governmental jurisdiction where the data protection laws may differ from those from your jurisdiction.

If you are located outside the United States and choose to provide information to us, please note that we transfer the data, including Personal Data, to the United States or other jurisdictions deemed not to have an adequate level of data protection deemed by the competent authorities of your residence. Rocket.Chat Technologies Corp. will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy, and no transfer of your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of your data and other personal information.

## **Disclosure and storage of personal data**

### **Disclosure of Data**

#### **Business Transaction**

If Rocket.Chat Technologies Corp. is involved in a merger, acquisition, or asset sale; your Personal Data may be transferred. We will provide notice before your Personal Data is transferred and becomes subject to a different Privacy Policy.

#### **Disclosure for Law Enforcement**

In rare circumstances, we may be required to disclose user-uploaded content and other Personal Data in response to a valid request from law enforcement authorities. We will only comply with such requests if they are made in accordance with applicable laws, regulations, and our internal guidelines for disclosure.



For more information regarding Law Enforcement Disclosure, please refer to our Guidelines for Law Enforcement.

### **Legal Requirements for Disclosure**

Rocket.Chat Technologies Corp. may disclose your Personal Data in the good faith belief that such action is necessary to:

- To comply with a legal obligation
- To protect and defend the rights or property of Rocket.Chat Technologies Corp.
- To prevent or investigate possible wrongdoing in connection with the Service
- To protect the personal safety of users of the Service or the public
- To protect against legal liability.

### **Sharing data with third-party service providers ("subprocessors"),**

We may employ third-party companies and individuals to facilitate our Service ("Service Providers"), to provide the Service on our behalf, to perform Service-related services, or to assist us in analyzing how our Service is used.

These third parties have access to your Personal Data only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose

The ways in which we share your Personal Data include the following:

- For Information processing, payment processing, credit checks, fulfilling customer orders, delivering products to you, managing and enhancing customer data, providing customer service, assessing your interest in our products and services, and conducting customer research or satisfaction surveys.
- Where appropriate, we may provide your personal data to Rocket.Chat partners in order to fulfill your request for service delivery.

We execute contracts with our third parties to ensure they fulfill their data protection obligations.

A list of our third party processors may be found [here](#).

### **Analytics**

We may use third-party Service Providers to monitor and analyze the use of our Service.

- Google Analytics



- Google Analytics is a web analytics service offered by Google that tracks and reports website traffic. Google uses the data collected to track and monitor the use of our Service. This data is shared with other Google services. Google may use the collected data to contextualize and personalize the ads of its own advertising network.
- For more information on the privacy practices of Google, please visit the Google Privacy & Terms web page: <https://policies.google.com/privacy?hl=en>
- **Firebase**
- **Firebase is analytics service provided by Google Inc.**
  - You may opt-out of certain Firebase features through your mobile device settings, such as your device advertising settings or by following the instructions provided by Google in their Privacy Policy: <https://policies.google.com/privacy?hl=en>
  - We also encourage you to review the Google's policy for safeguarding your data: <https://support.google.com/analytics/answer/6004245>.
  - For more information on what type of information Firebase collects, please visit please visit the Google Privacy & Terms web page: <https://policies.google.com/privacy?hl=en>

### **Links to Other Sites**

Our Service may contain links to other sites that are not operated by us. If you click on a third-party link, you will be directed to that third-party's site. When using such third-party websites, we recommend that you read the relevant sites' terms and privacy policy.

We have no control over and assume no responsibility for the content, privacy policies, or practices of any third-party sites or services. This privacy policy is valid only for Rocket.Chat branded domains, owned and managed by Rocket.Chat Technologies Corp., as the owner and operator of the Pexip service.

### **Your Rights**

In accordance with applicable regulations and where applicable, you have the following rights:

- **To access:** you can obtain information relating to the processing of your personal data and a copy of such personal data.
- **To rectify:** you can request that your personal data be modified accordingly if you consider that your personal data are inaccurate or incomplete.
- **To erase:** you can require deleting your personal data to the extent permitted by law.
- **To restrict:** you can request the restriction of the processing of your personal data.



- To object: you can object to the processing of your personal data on grounds relating to your particular situation. You have the right to object to the processing of your personal data for direct marketing purposes, which includes profiling related to such direct marketing.
- To withdraw your consent: where you have given your consent for the processing of your personal data, you have the right to withdraw your consent at any time.
- To data portability: where legally applicable, you have the right to have the personal data you have provided to us be returned to you or, where technically feasible, transferred to a third party.

If the processing is based on your consent, you may also withdraw your consent at any time (without affecting the lawfulness of processing based on consent before its withdrawal). If you have previously consented to receive promotional email communications from us, you can use the unsubscribe function at the bottom of our emails to unsubscribe from our emails at any time ("withdraw your consent").

If you have an active Rocket.Chat account, it's not possible to opt-out of basic emails since we need to communicate basic information, where relevant, to users in order to continue delivery of the account.

### **How do you exercise your rights?**

To exercise any of the rights listed above, please use our Data Request Form, a simplified form that ensures efficient request management and security. Alternatively, you can send an email to [privacy@rocket.chat](mailto:privacy@rocket.chat).

The request will be processed and completed in compliance with our privacy policy, terms of service, our business relationship, and any data privacy laws applicable in your country.

We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If you believe that we have not been able to assist with your complaint or concern, and you are located in the EEA or other applicable jurisdictions, you have the right to lodge a complaint with the competent supervisory authority.

### **How do we secure your data?**

Ensuring the security of the data you entrust to us is one of our most important responsibilities. We apply appropriate technical and organizational measures to keep your personal data secure. We use physical, administrative, and technical security measures to reduce the risk of loss, misuse, or unauthorized access, disclosure, or modification of your personal data.

Your data can only be accessed by persons for whom it is necessary in relation to their work.



We may outsource our processing of personal data to external service providers. In such events, we enter into appropriate agreements with the providers to ensure that your personal data is processed per this Privacy Policy and any applicable laws. We also have received internationally recognized security certifications.

Although we do our best, given the nature of communications and information processing technology, we cannot guarantee that Information during transmission through the Internet or while stored on our systems or otherwise in our care will be absolutely safe from intrusion by others.

For more information regarding our security practices, please refer to our comprehensive Security Policy and Security and Compliance Guides.

### **Children's Privacy at Rocket.Chat**

Our Services are only available to Users above the legal age of 13 years or any higher age required by the applicable regulations in your jurisdiction.

Users under the legal age should discontinue using our services. If you are from a country subject to GDPR, you must be 16 years old or above, unless your country has enacted a regulation specifying a lower minimum age.

Individuals from LGDP-regulated countries must be 18 years of age or older unless parental consent has been obtained.

We do not knowingly collect personally identifiable information from anyone under the legal age. If you are a parent or guardian and you are aware that your child has provided us with Personal Data, please contact us. If we become aware that we have collected Personal Data from children without verification of parental consent, we take steps to remove that information from our servers.

Please note that the customer is responsible for managing user-generated data and workspace control, including compliance with data handling for minors in their jurisdiction.

### **Changes to This Privacy Policy**

As our business grows and our services and products evolve, this privacy notice may non-materially change, or other privacy notices may be written and posted specifically to address new offerings or to keep pace with data privacy laws.

When changes are substantial, we will first ensure to make you aware of any forthcoming changes by attempting to contact you directly via email, or via our user interfaces, or indirectly through your authorized partner, which is reselling the Rocket.Chat services or products., Non-material Changes to this Privacy Policy will become effective once they are posted on this page, and we will also update the "effective date" at the top of this Privacy Policy.

Contact Us





If you have any questions about this Privacy Policy, please contact us:

- Rocket. Chat's Data Protection Officer by email: [privacy@rocket.chat](mailto:privacy@rocket.chat)
- By visiting this page on our website: <https://rocket.chat/contact>

### **Data Protection Officer**

To communicate with our Data Protection Officer, please email [privacy@rocket.chat](mailto:privacy@rocket.chat).

### **Specific Provisions to California Consumer Privacy Act "CCPA"**

This section provides additional details about the personal information we collect about California consumers and the rights afforded to them under the California Consumer Privacy Act or "CCPA."

We do not provide services, or other items of value, as consideration for your, or your end users', personal information protected by the CCPA.

You are responsible for ensuring your compliance with the requirements of the CCPA in your use of the Services we provide to you and your own processing of personal information.

Here are a few things that Rocket. Chat will NOT do with personal information in the scope of acting as a service provider, as defined by CCPA:

- sell, rent, or otherwise disclose your personal information to third parties in exchange for money or something else of value;
- use your information outside the scope of the agreement(s) for services that we have with you.

Subject to certain limitations, the CCPA provides California consumers the right to request to know more details about the categories or specific pieces of personal information we collect (including how we use and disclose this personal information), to delete their personal information, to opt out of any "sales" that may be occurring, and to not be discriminated against for exercising these rights.

California consumers can exercise their CCPA rights by completing a data subject request form found [here](#). We will verify your request using the email associated with your account.

### **Specific Provisions to California Online Privacy Protection Act "CalOPPA"**

**We do not support Do Not Track ("DNT") signals. Do Not Track is a preference you can set in your web browser to inform websites that you do not want to be tracked.**

You can enable or disable Do Not Track by visiting your web browser's Preferences or Settings page.



# Privacy Notice for Air-Gapped Workspaces

Effective Date: December 9th, 2023

This document serves as a privacy notice for users of air-gapped workspaces. These workspaces are isolated from external networks, including the internet, and therefore do not register with Rocket.Chat's cloud services. In this document, we aim to clarify the data handling practices within these environments.

## Definition of air-gapped environments

An air-gapped environment is a secure workspace or system, deliberately disconnected from external networks to protect sensitive data from unauthorized access.

## Data collection and usage in air-gapped environments

In air-gapped environments, Rocket.Chat adheres to strict data privacy standards by not collecting:

- Account data: Information such as usernames, email addresses, or passwords.
- Usage data: Details on how users interact with the software.
- App data: Information about applications or services operating within the air-gapped environment.
- User content: Any content created or uploaded by users.
- Tracking of cookies: No tracking technologies or cookies are employed to gather user information

## Limitations of air-gapped licenses

Users should be aware of certain limitations inherent to air-gapped licenses:

**Absence of cloud services:** Features like the marketplace, OmniGateway, push notifications, and other cloud-dependent add-ons are unavailable.

## Transition to registered environments

Should an air-gapped environment opt to register with Rocket.Chat, the data collection practices outlined here will become applicable.

## Contact

For inquiries or concerns regarding this Privacy Notice, contact our Data Protection Officer at [privacy@rocket.chat](mailto:privacy@rocket.chat).



# Support Center (SLA)

Welcome to the Rocket.Chat Support Center! We are dedicated to providing exceptional service and ensuring the smooth operation of your workspaces. Rocket.Chat offers a variety of support options for premium plans and community workspaces.

## Support for premium plans

As a paying customer, you are entitled to direct support from our support team.

Rocket.Chat offers three distinct support options, each designed to meet our customers' diverse requirements.

The following table shows the details of the support plans:

| New Plans |                  |                                 | On-Call Coverage and First Response SLA |                  |                  |                   | Customer Success Management |                                |
|-----------|------------------|---------------------------------|---|------------------|------------------|-------------------|-----------------------------|--------------------------------|
|           | Support Plan     | Channels                        | On-Call Coverage                        | Low Severity SLA | Mid Severity SLA | High Severity SLA | CSM                         | Dedicated Technical Management |
|           | Support Standard | Desk Portal                     | 12x5                                    | 1 Business Day   | 1 Business Day   | 1 Business Day    | NO                          | NO                             |
|           | Support Plus     | Desk Portal<br>Email<br>Hotline | 24x7                                    | 8h               | 4h               | 2h                | YES                         | NO                             |
|           | Mission Critical | Desk Portal<br>Email<br>Hotline | 24x7                                    | 4h               | 2h               | 30min             | YES                         | YES                            |

- **Support Standard:** This plan is available for self-service (customers who deploy and subscribe to Rocket.Chat plans themselves) and sales-enabled customers.
- **Support Plus** and **Mission Critical:** These plans are only available for Enterprise and Chat Engine customers.

## Definitions

- A dedicated **Customer Success Manager (CSM)** oversees a comprehensive onboarding process and designs a strategy roadmap for product adoption aligned with your desired business outcomes. The CSM's role extends to serving as a trusted advisor and advocate for the customer within our organization.
- **Service Level Agreement (SLA)** timelines represent the window within which customers can anticipate an initial response. These should not be misconstrued as the expected



resolution time. Our SLAs are meticulously structured, considering the ticket priority, the specific paid plan or product involved, and the status of the customer's account.

## **Support availability: weekday and weekend coverage**

- **12x5 support:** Our support agents are available to respond to tickets from Monday to Friday, 8 AM to 8 PM BRT.
- **24x7 support:** For high-severity tickets, we offer round-the-clock support through our hotline, available 24 hours a day, 7 days a week.

At Rocket.Chat, we are steadfast in our commitment to providing you with the support you need to ensure uninterrupted business operations and the best possible experience with our services.

# Version Durability

Check the table below to verify the final support date of each release version. The release numbers enclosed in brackets are the latest patches for the corresponding release.

- Please note that **end-of-life** for any version signifies the last day of the month when support for that version will be terminated. See the [Support Center](#) for details on the available support services and requirements.
- Review the [guidelines for updating your Rocket.Chat workspace](#). Refer to your deployment method documentation for detailed instructions on updating to your preferred release.

## Version End-of-Life

| Rocket.Chat Release           | Released At | End of Life |
|-------------------------------|-------------|-------------|
| 7.5 ( <a href="#">7.5.1</a> ) | Apr 2025    | Oct 2025    |
| 7.4 ( <a href="#">7.4.2</a> ) | Mar 2025    | Sep 2025    |
| 7.3 ( <a href="#">7.3.4</a> ) | Jan 2025    | Jul 2025    |
| 7.2 ( <a href="#">7.2.5</a> ) | Jan 2025    | Jul 2025    |
| 7.1 ( <a href="#">7.1.5</a> ) | Dec 2024    | Jun 2025    |
| 7.0 ( <a href="#">7.0.9</a> ) | Nov 2024    | May 2025    |

|                                  |          |          |
|----------------------------------|----------|----------|
| 6.13 ( <a href="#">6.13.1</a> )  | Oct 2024 | Apr 2025 |
| 6.12 ( <a href="#">6.12.3</a> )  | Sep 2024 | Mar 2025 |
| 6.11 ( <a href="#">6.11.3</a> )  | Aug 2024 | Feb 2025 |
| 6.10 ( <a href="#">6.10.10</a> ) | Jul 2024 | Jan 2025 |
| 6.9 ( <a href="#">6.9.7</a> )    | Jun 2024 | Dec 2024 |



Effective date: November 30th, 2023

## PROFESSIONAL SERVICES MASTER AGREEMENT

This Professional Services Master Agreement ("Agreement") describes your ("Customer's") rights and responsibilities when using our ("Rocket.Chat's") professional services.

This Agreement applies to all Customers of Rocket.Chat's Professional Services and governs each Statement of Work (SOW) and Order Form that specifies services for a particular term or period (the "Order/SOW Term").

We may update this Agreement and we will let you know when we do through the Services (e.g., a bot notification) or by the Customer email address provided to Rocket.chat.

Please read this document carefully before using this service.

---

### 1. Definitions

**"Affiliate"** of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

**"Authorized Service Recipients"** means the Affiliates of Customer as may be identified by Customer to Rocket.Chat from time to time, or Persons identified as such in a Statement of Work.

**"Agreement"** has the meaning set forth in the preamble.

**"Change Order"** has the meaning set forth in Section 5.2

**"Confidential Information"** means any information that is treated as confidential by a party, including but not limited to all non-public information about its business affairs, products or services, Intellectual Property Rights, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether disclosed orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential". Confidential Information shall not include information that: (a) is already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the



Disclosing Party; or (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.

**"Customer"** has the meaning set forth in the preamble.

**"Customer Contract Manager"** has the meaning set forth in Section 4.1(a).

**"Customer Materials"** means any documents, data, know-how, methodologies, software, and other materials provided to Rocket.Chat by Customer[, including computer programs, reports, and specifications.

**"Deliverables"** means all documents, work product, and other materials that are delivered to Customer hereunder or prepared by or on behalf of Rocket.Chat in the course of performing the Services, including any items identified as such in a Statement of Work.

**"Disclosing Party"** means a party that discloses Confidential Information under this Agreement.

**"Documentation"** means the official user documentation prepared and provided by Rocket.Chat to Customer on the use of the Services or Rocket.Chat software (as updated from time to time). For the avoidance of doubt, any online community site, unofficial documentation, videos, white papers, or related media, or feedback do not constitute Documentation.

**"Effective date"** means the signature date of the SOW or Order Form in which the Services provided under this Agreement are foreseen.

**"Intellectual Property Rights"** means all (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), and rights in data and databases, (d) trade secrets, know-how, and other Confidential Information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**"Key Personnel"** means any Rocket.Chat personnel identified as being key in a Statement of Work.

**"Losses"** mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

**"Person"** means any individual or business entity that obtains Services as defined below.

**"Pre-Existing Materials"** means the pre-existing materials specified in a Statement of Work, such as documents, data, know-how, methodologies, software, and other materials.





**"Project"** means a project as described in a Statement of Work.

**"Project Milestone"** means an event or task described in a Statement of Work which shall be completed by the relevant date set forth in the Statement of Work.

**"Receiving Party"** means a party that receives or acquires Confidential Information directly or indirectly under this Agreement.

**"Rocket.Chat Contract Manager"** means a primary contact with respect to this Agreement who will have the authority to act on behalf of Rocket.Chat in connection with matters pertaining to this Agreement

**"Rocket.Chat Personnel"** means all employees and Subcontractors, if any, engaged by Rocket.Chat to perform the Services.

**"Services"** mean the professional and other services to be provided by Rocket.Chat under this Agreement, as described in more detail in a Statement of Work, and Rocket.Chat's obligations under this Agreement.

**"Statement of Work" or "SOW"** means each Statement of Work entered into by the parties.

## **2. Services**

**2.1 General.** Rocket.Chat shall provide the Services to Customer and the Authorized Service Recipients as described in more detail in each SOW/Order Form in accordance with the terms and conditions of this Agreement. Customer acknowledges that (a) all aspects of the scope of work are described in the applicable SOW and no aspect of the scope of work is implied; (b) the signed SOW and the receipt of a purchase order constitutes authorization for Rocket.Chat to perform the Services under this Agreement and the applicable SOW and issue invoices as set forth in Section 7.

**2.2 Statement of Work.** Each Statement of Work shall include the following information, if applicable:

- (a) a detailed description of the Services to be performed pursuant to the SOW;
- (b) the date upon which the Services will commence and the term of such SOW;
- (c) the names of Rocket.Chat Contract Manager and any Key Personnel;
- (d) the fees to be paid to Rocket.Chat under the SOW;
- (e) Project Milestones and payment schedules;
- (f) any criteria for completion of the Services;
- (g) procedures for the testing and acceptance of the Services and Deliverables by Customer; and
- (h) any other terms and conditions agreed upon by the parties in connection with the Services to be performed pursuant to such SOW.

**2.3 Documentation.** The content and format of all Documentation produced under this Agreement and its supplements will be created according to Rocket.Chat standard practices. Except if clearly defined as part of the Services to be performed, Services under this Agreement do not include architecture for high availability or failover systems.



**2.4 Service Language.** All Services will be provided in a single language mutually agreed to by the parties and specified within the SOW. If no other language is specified in the Agreement or its supplements, the default language for Services provided will be English.

**2.5 Business Hours.** The Services performed under this Agreement will be executed during business hours mutually agreed to by Rocket.Chat and the Customer Contract Manager. Rocket.Chat will not exceed the total estimated number of business days or hours described in the applicable SOW without prior written approval from Customer, as set forth in Section 5.

### **3. Rocket.Chat's Obligations.**

#### **3.1 Rocket.Chat shall:**

- (a) before the date on which the Services are to start, obtain, and at all times during the term of this Agreement maintain, all necessary licenses and consents and comply with all relevant Laws applicable to the provision of the Services;
- (b) comply with, and ensure that all Rocket.Chat Personnel comply with, all rules, regulations, and policies of Customer that are communicated to Rocket.Chat in writing, including security procedures concerning systems and data and remote access thereto, building security procedures and general security practices and procedures;
- (c) provide (if applicable) the Customer with a project implementation plan including the timeframe within the term established in the applicable SOW.

**3.2 Rocket.Chat Personnel.** Rocket.Chat is responsible for all Rocket.Chat Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits.

**3.3 Timeframe.** Rocket.Chat shall use reasonable efforts to meet any performance dates specified in a Statement of Work, and any such dates shall be estimates only.

### **4. Customer's Obligations.**

#### **4.1 Customer shall:**

- (a) cooperate with Rocket.Chat in all matters relating to the Services and appoint a Customer employee to serve as the primary contact with respect to this Agreement and who will have the authority to act on behalf of Customer with respect to matters pertaining to this Agreement (the "Customer Contract Manager");
- (b) respond promptly to any Rocket.Chat request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Rocket.Chat to perform Services in accordance with the requirements of this Agreement;



- (c) provide such information as Rocket.Chat may request, in order to carry out the Services, in a timely manner, and ensure that it is complete and accurate in all material respects;
- (d) provide (if applicable), access to Customer's premises and such office accommodations and other facilities as may reasonably be required by Rocket.Chat, for the purposes of performing the Services;
- (e) notify Rocket.Chat of any laws, regulations, and/or statutes specific to Customer's industry that Rocket.Chat will be required to know to fulfill their obligations under this Agreement;
- (f) provide suitably equipped and knowledgeable resource(s) to work with Rocket.Chat to refine the requirements, design, build and test the solution as per the scope of work section outlined in each SOW;
- (g) provide the necessary resources to participate in meetings/workshops/communications needed to provide the required data or inputs necessary to deliver the contracted services (within a defined timeframe);
- (h) take responsibility for the content of any Customer data file, control access to the files, and maintain their backup and recovery;
- (i) obtain and maintain all necessary licenses and consents and comply with all applicable law in relation to the Services to the extent that such licenses, consents, and law relate to Customer's business, premises, staff, and equipment, in all cases before the date on which the Services are to start;

**4.2 Customer failure and delay.** Customer acknowledges that any failure or delay in complying with the obligations described in this Section 4 may impact the estimated schedule and produce other effects as set forth in Section 5 ("Change Order").

## **5. Change Orders.**

**5.1 Change Orders Procedure.** If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other party in writing in accordance with the notice provisions in Section 13.2. Rocket.Chat shall, within a reasonable time (not to exceed 30 days) after receiving a Customer-initiated request, or at the same time that Rocket.Chat initiates such a request, provide a written estimate to Customer of:

- (a) the likely time required to implement the change;
- (b) any necessary variations to the fees and other charges for the Services arising from the change;
- (c) the likely effect of the change on the Services;
- (d) any other impact the change might have on the performance under this Agreement; and
- (e) any other information reasonably requested by the Customer.



**5.2 Change Orders Agreement.** Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing in accordance with Section 13.6.

## **6. Term and Termination**

**6.1 Term.** This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Services under all SOWs, unless sooner terminated pursuant to this Section

**6.2 Termination for Cause.** When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Rocket.Chat shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

**6.3 Effects of Termination or Expiration.** Upon expiration or termination of this Agreement for any reason:

- (a) Rocket.Chat shall promptly deliver to Customer all Deliverables (whether complete or incomplete) for which Customer has paid.
- (b) Each party shall (i) return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the other party's Confidential Information, (ii) permanently delete all of the other party's Confidential Information from its computer systems, and (iii) certify in writing to the other party that it has complied with the requirements of this clause.

**6.4 Survival.** The rights and obligations of the parties set forth in this Section 6.5 and Section 1 (Definitions), Section 8 (Intellectual Property Rights; Ownership), Section 9 (Confidential Information), Section 10 Representations and Warranties., Section 12 (Limitation of Liability), Section 6.4 Effects of Termination or Expiration, and Section 13 (Miscellaneous), and any right or obligation of the parties to this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

## **7. Fees and Expenses; Payment Terms.**

**7.1 In General.** In consideration of the provision of the Services by the Rocket.Chat and the rights granted to Customer under this Agreement, Customer shall pay the fees as follows:

- (a) Time and Materials. For Services provided on a time and materials basis, Customer shall pay fees (the "Fees") calculated in accordance with Rocket.Chat's daily/hourly fee rates as set forth in [the applicable SOW in accordance with the applicable GSA Schedule Pricelist.
- (b) Fixed Price. Where Services are provided for a fixed price, the total Fees shall be the amount set out in the applicable SOW in accordance with the applicable GSA Schedule Pricelist.



**7.2 Expense Reimbursement.** Customer agrees to reimburse Rocket.Chat for all actual, documented, and reasonable travel and out-of-pocket expenses incurred by Rocket.Chat in connection with the performance of the Services Customer in accordance with FAR 31.205-46 and the Federal Travel Regulation (FTR). Customer shall only be liable for such travel expenses as approved by Customer and funded under the applicable ordering document;

**7.3 Invoicing and Payment.** All information regarding payment and invoices such as payment terms and fines shall be set forth in the applicable SOW. Unless expressly provided otherwise in the SOW, payments shall be paid prior to the execution of the Services.

**7.4 Taxes.** Rocket.Chat shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k).

## **8. Intellectual Property Rights; Ownership.**

Each party will retain all right, title and interest in and to its Pre-Existing Intellectual Property. Rocket.Chat will retain all right, title, and interest in and to the Professional Services, Professional Services Materials, Deliverables, and Intellectual Property Rights embodied therein. In no event will Professional Services Materials be deemed to include Customer Pre-Existing Intellectual Property or Customer Confidential Information. Customer hereby grants Rocket.Chat a non-exclusive, worldwide, royalty-free, fully paid-up license to use Customer's Pre-Existing IP and Confidential Information for the sole purpose of performing the Professional Services and providing the Deliverables. Upon receipt of full payment, Rocket.Chat hereby grants to Customer a limited, non-exclusive, non-transferable, terminable license, with no right to sublicense, to use the Deliverables, including any Professional Services Materials incorporated in such Deliverables, solely as necessary to use the Deliverables and the Deliverables solely with the Services. Customer will not redistribute the Deliverables (including any Professional Services Materials incorporated therein) to any third parties without Rocket.Chat's prior written consent.

## **9. Confidential Information.**

### **9.1 The Receiving Party agrees:**

- (a) not to disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party; provided, however, that the Receiving Party may disclose the Confidential Information of the Disclosing Party to its and its Affiliates, and their officers, employees, consultants, and legal advisors who have a "need to know", who have been apprised of this restriction, and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section 9;
- (b) to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations under the Agreement or, in the case of Customer, to make use of the Services and Deliverables; and



- (c) to immediately notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party.

**9.2 Compelled disclosure.** If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide: (a) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (b) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment. Rocket.Chat recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

**9.3** Nothing in this Agreement shall prevent either party from using any general methodologies or know-how contained in the unaided memory of such party's personnel or those of its Affiliates developed or disclosed under this Agreement, provided that in doing so it is not in breach of its obligations of confidentiality under this section or using any Intellectual Property Rights of the other party or any of its Affiliates.

## **10. Representations and Warranties.**

**10.1 Mutual.** Each party represents and warrants to the other party that: (a) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder; and (b) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

**10.2 Rocket.Chat.** Rocket.Chat represents and warrants to Customer that: (a) it shall perform the Services in a professional and workmanlike manner and in compliance with all applicable laws, and shall devote adequate resources to meet its obligations under this Agreement; (b) the Services and Deliverables shall conform in all respects with the specifications and will be performed to Customer's reasonable satisfaction; and (c) the Services and Deliverables, and Customer's use thereof, do not and will not infringe any third party rights.

**10.3** EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 10, (A) EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, AND (B) ROCKET.CHAT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY.

## **11. Indemnification.**

**11.1 General.** Rocket.Chat("Indemnifying Party") shall indemnify, have the right to intervene to defend, and hold harmless the Customer("Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs (collectively, "Losses"), relating to any claim of a third party arising out of or occurring in connection with: (a) bodily injury, death of any person or damage to real or tangible, personal property resulting from Indemnifying Party's willful, fraudulent or negligent acts or omissions; or (b) Indemnifying Party's negligence, willful misconduct, or material breach of this Agreement, including but not limited to material breach of any representation or warranty made by Indemnifying Party in this Agreement.

**11.2 Intellectual Property Infringement.** Rocket.Chat shall have the right to intervene to defend, indemnify, and hold harmless the Customer from and against all losses based on a claim that any of the Services or Deliverables or Customer's receipt or use thereof infringes any Intellectual Property Right of a third party; provided, however, that Rocket.Chat shall have no obligations under this Section 11.2 with respect to claims to the extent arising out of (a) any instruction, information, designs, specifications, or other materials provided by Customer in writing to Rocket.Chat; (b) Customer's use of the Deliverables in combination with any materials or equipment not supplied to Customer or specified by Rocket.Chat in writing; or (c) any modifications or changes made to the Deliverables other than by Rocket.Chat. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

## **12. LIMITATION OF LIABILITY.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (I) IN NO EVENT WILL ROCKET.CHAT AND ITS AFFILIATES, DIRECTORS, EMPLOYEES, OR AGENTS HAVE ANY LIABILITY, CONTINGENT OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, STATUTORY OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SERVICES, SOFTWARE, DOCUMENTATION, OR ANY OTHER PRODUCTS OR SERVICES PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, LOST OR CORRUPTED DATA, LOSS OF GOODWILL, WORK STOPPAGE, EQUIPMENT FAILURE OR MALFUNCTION, PROPERTY DAMAGE OR ANY OTHER DAMAGES OR LOSSES, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, STATUTE, INDEMNITY OR OTHERWISE) UPON WHICH ANY SUCH LIABILITY IS BASED; AND (II) THE AGGREGATE LIABILITY OF ROCKET.CHAT AND ITS AFFILIATES, DIRECTORS, EMPLOYEES, AND AGENTS, AND THE SOLE REMEDY AVAILABLE TO CUSTOMER ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SERVICES, SOFTWARE, OR ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER SHALL BE LIMITED TO TERMINATION OF THIS AGREEMENT AND DAMAGES NOT TO EXCEED THE TOTAL AMOUNT PAYABLE OR PAID TO ROCKET.CHAT BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO TERMINATION. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

## **13. Miscellaneous.**

**13.1 Independent Contractors.** The parties are independent contractors, and nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint





enterprise, employment, or fiduciary relationship between them. Neither party shall be authorized to contract for or bind the other party in any manner whatsoever

**13.2 Notices.** Except as otherwise set forth herein, all notices under this Agreement and its appendices shall be by email. Notices to customer shall be addressed to addresses set forth on the SOW, although Rocket.Chat may instead choose to provide notice to Customer through the Services (e.g., a bot notification). Notices to Rocket.Chat should be sent to **legal@rocket.chat** and include in copy Rocket.Chat's primary point of contact defined in the SOW. A notice will be deemed to have been duly given (a) the day after it is sent, in the case of a notice sent through email; and (b) the same day, in the case of a notice sent through the Services. Customer must keep all of its account information with Rocket.Chat current.

**13.3 Entire Agreement; Order of Precedence.** This Agreement, together with all schedules, exhibits, and Statements of Work, and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any schedule, exhibit or Statement of Work, the following order of precedence shall govern: (a) first, this Agreement, exclusive of its exhibits and schedules; (b) second, the applicable Statement of Work; and (c) third, any exhibits and schedules to this Agreement.

**13.4 Assignment and Subcontractors.** This Agreement shall be assignable by [Rocket.Chat in accordance with the provisions set forth in FAR 42.1204](#). Customer acknowledges that from time to time, Rocket. Chat may enlist a subcontractor to perform some of the Services provided to the Customer. In the event services to be performed as outlined in this Agreement are subcontracted to a third party, the third party shall accept responsibility for the performance of such activities. [Rocket.Chat](#) will cease to bear any responsibility related to the performance of subcontracted services; however [Rocket.Chat](#) will act as a liaison between the subcontractor and Customer, to monitor the performance of services to be provided by any third party.

**13.5 No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

**13.6 Amendment and Modification; Waiver.** As our business evolves, we may non-materially change this Agreement. If we make a material change to these provisions, we will provide you with reasonable notice prior to the change taking effect either by emailing the email address associated with your account or by messaging you through the Services.

No failure to exercise any right, remedy, power or privilege ("Rights") arising under this Agreement shall operate or be construed as a waiver thereof. No single or partial exercise of any Right hereunder precludes any other or further exercise thereof or the exercise of any other Right.

**13.7 Severability.** No invalidity, illegality, or unenforceability of any provision herein in any jurisdiction, shall affect any other term or provision of this Agreement or invalidate or render such provision unenforceable in any other jurisdiction. If any provision is determined to be invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible.





**13.8 Governing Law: Submission to Jurisdiction.** This Agreement shall be governed by the Federal laws of the United States, without regard to any conflict of law provisions, except that the United Nations Convention on the International Sale of Goods and the provisions of the Uniform Computer Information Transactions Act shall not apply to this Agreement. If this Agreement is translated into a language other than English and there are conflicts between the translations of this Agreement, Customer agrees that the English version of this Agreement shall prevail and control.

**13.9 Non-Exclusivity.** Rocket.Chat retains the right to perform the same or similar type of services for third parties during the term of this Agreement.

**13.10 Force Majeure.** In accordance with GSAR Clause 552.212-4(f), Neither Party will be liable for nonperformance or delays caused by acts of God, wars, riots, strikes, fires, floods, hurricanes, earthquakes, government restrictions, terrorist acts or other causes beyond its reasonable control. In addition, Rocket.Chat shall have no liability for any failure or delay of performance by Rocket.Chat that is caused by or results from any failure or delay of performance by the Customer of any obligations it is required to undertake or deliverables it is required to provide under this Agreement, an SOW or any applicable Supplement.

**13.11 Cumulative Remedies.** Except as expressly set forth in this Agreement, the rights and remedies under this Agreement are cumulative and in addition to any other rights or remedies available at law or in equity or otherwise.

**13.12 Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

**13.13 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.