



Terms of Service

DataRock Technologies, Inc. Version 2.1

Document Revision History

Version	Issue date	Description/Summary of changes
1.0	01/02/2025	Initial release
2.0	02/09/2026	General updates
2.1	05/20/2026	Link and general updates

Please read these terms of service (these "Terms", "Terms of Use", "Agreement" or "Service Agreement") carefully as they form a contract between you ("User") and DataRock Technologies, Inc. ("Company", "we", "us", or "our"). These Terms govern User access and use of: (i) the data protection solution provided by Company for the secure delivery and storage of data (collectively, "Encrypted Data"); (ii) software provided or made available by Company (the "Software"); (iii) the Company websites or applications; and (iv) any written or electronic use or features guides or other documentation provided or made available by Company (the "User Guides") (collectively the "Company Service(s)").

User access to and use of the Company Services is based on Users acceptance of and compliance with these Terms. These Terms apply to all visitors, Users, free trial Users, and others who access or use the Service.

By accessing or using the Services User agrees to be bound by these Terms and accept all legal consequences. IF USER DOES NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHOLE OR IN PART, DO NOT USE THE SERVICE.

1. Changes To Terms

Company reserves the right, at its sole discretion, to modify or replace these Terms at any time. If a revision is material, Company will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. Company will date and post the most current version of these Terms on the Company website. Any changes will be effective upon posting the revised version of these Terms on the Company Service (or such later effective date as may be indicated at the top of the revised Terms). What constitutes a material change will be determined at our sole discretion and we will notify User via the Company Service and/or by email to the email address associated with User's account. Notice of other changes may be provided via <https://datarock.biz/legal-documents> (the "Site") or related Company blogs.

By continuing to access or use our Services after those revisions become effective, User agrees to be bound by the revised terms. If User does not agree to the new terms, in whole or in part, User must stop using the website and the Company Services.

2. Services Updates

Company reserves the right, in its sole discretion to add, modify, change, update or discontinue the Services or any feature or functionality thereof at any time without notice. All rights, title and interest in and to the Services and any intellectual property rights therein will remain with and belong exclusively to Company, except for User's Encrypted Data, which shall remain the property of User. Any modifications to the Services are also subject to these Terms.

3. Privacy Policy

Click [here](#) to view the Privacy Policy, which is incorporated herein by reference and governs the collection, use, and disclosure of User information.

4. Encrypted Data

Except for material Company licenses to User, Company does not claim ownership of any Encrypted Data that is transmitted or processed in User account(s), and User retains all right, title, and interest in and to the Encrypted Data. Company also does not control, verify, or endorse the Encrypted Data User and others make available on the Company Services.

Company provides functions that allow User to control who may access User's Encrypted Data, subject to the technical limitations of the Services. If User enables the features that allow User to share the Encrypted Data with others, anyone User has shared content with (including the general public, in certain circumstances) may have access to User's Encrypted Data. User acknowledges and agrees that Company has no control over, and shall have no liability for, any use or disclosure of Encrypted Data by third parties with whom User has chosen to share such data.

User hereby grants Company and its contractors the right, to use, modify, adapt, reproduce, distribute, display and disclose Encrypted Data verification information posted on the Company Services solely to the extent necessary to provide Company Services or as otherwise permitted by these Terms. These representations and warranties shall survive termination of these Terms.

User represents and warrants that: (a) User has all the rights in the Encrypted Data necessary for User to use the Company's Services and to grant the rights in this Section; and (b) the storage, use or transmission of the Encrypted Data doesn't violate any law or these Terms.

User will: (a) be solely responsible for the nature, quality and accuracy of the Encrypted Data; (b) ensure that the Encrypted Data (including the storage or transmission thereof) complies with these Terms and any and all applicable laws, and regulations; (c) promptly handle and resolve any notices and claims relating to the Encrypted Data, including any notices sent to User by any person claiming that any Encrypted Data violates any person's rights, such as take-down notices pursuant to the Digital Millennium Copyright Act and any other notices; and (d) maintain appropriate security, protection and backup copies of the Encrypted Data, which may include, User use of additional encryption technology to protect the Encrypted Data from unauthorized access. Except to the extent caused by Company's gross negligence or willful misconduct, Company will have no liability of any kind as a result of the deletion of, correction of, destruction of, damage to, loss of or failure to store or encrypt any Encrypted Data.

5. United States Based Encrypted Service

User acknowledges and agrees that the Company Services originate from the United States and by accessing and using Company Services agrees to the storage and processing of Encrypted Data and other personal information in the United States. User also acknowledges the Company reserves the right to store and process personal information outside of the United States, including in countries that may not provide the same level of data protection as the United States or User's country of residence. Company will use commercially reasonable efforts to notify User at least 30 days in advance of any changes in processing location.

6. Software

Software received from Company is governed in one of two ways: If User is presented with license terms that the User must accept in order to use the Software, those terms apply; if no license is presented to User, these Terms apply. Company reserves all other rights to the Software.

Company may automatically check User's version of the Software. Company may also automatically download to User's computer or device new versions of the Software.

Any Software is licensed, not sold, and User receives only a limited, non-exclusive, non-transferable, revocable license to use the Software in accordance with these Terms. User must not: (i) work around any technical limitations in the Software; (ii) reverse engineer, decompile, or disassemble the Software, except to the extent applicable law expressly permits despite this limitation; (iii) remove, minimize, block, or modify any notices of Company or its suppliers in the Software; (iv) use the Software in any way that is against the law; or (v) share, publish, rent, or lease the Software, or provide the Software as a stand-alone offering for others to use.

The Software is subject to applicable U.S. export laws and regulations. User must comply with all domestic and international export laws and regulations that apply to the Software. These laws include restrictions on destinations, end Users, and end use. Without limitation, User may not transfer the Software or Company Services without U.S. government permission to anyone on U.S. government exclusion lists (see the Commerce Department's [compliance list](#)). User represents and warrants that they are not on any of those lists or under the control of or an agent for anyone on those lists or the entities listed above.

7. Subscriptions & Purchases

The Company Services are billed on a subscription basis ("Subscription(s)"). The price stated for the Company Service excludes all taxes and charges, unless stated otherwise. User will be billed in advance on a recurring and periodic basis ("Billing Cycle"). Billing cycles are set on a regular basis, either monthly or annually. At the end of each Billing Cycle, User Subscription will automatically renew under the same conditions unless User cancels the Subscription prior to the renewal date or Company cancels the Subscription in accordance with these Terms. User may cancel User Subscription renewal either through User's online account management page or by contacting Company's customer support team.

A valid payment method, including credit card, is required to process the payment for User's Subscription. User represents and warrants that: (i) User has the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information the User supplies to Company is true, correct and complete.

User shall provide Company or its third-party payment processor, with accurate and complete billing information including full name, address, state, zip code, email address, and valid payment method information. User agrees to promptly notify Company of any changes to such information. Company may update User's payment method information using information provided by User's financial institution or payment service provider to prevent interruption of service. By submitting such payment information, User authorizes Company, to charge all Subscription fees incurred through User's account to any such payment instruments. By submitting User information, User grants Company the right to provide the information to these third parties subject to our [Privacy Policy](#).

All amounts paid are non-refundable, except as required by applicable law or as otherwise expressly provided in this Agreement. User further agrees to be responsible for all taxes associated with the Services, along with any transaction fees and currency conversions added by User's financial institution and intermediaries. All amounts are in US Dollars. Company reserves the right to change the quoted currency at any time.

Payments for all User's subscriptions paid via credit card, are due the date the invoice is posted to User's accounts and all subscriptions registered to pay via check, wire-transfer, or Automated Clearing House (ACH), are due within thirty (30) days of billing date unless otherwise agreed-to by the parties in writing. If payment is not received by Company on the due date, User's account will revert to a Standard account. Users retain the responsibility for settling all outstanding balances in a timely manner and maintaining updated billing information.

User will keep all billing account information current. User may change payment method at any time. If User instructs Company to stop using User's payment method and Company no longer receives payment from User for the paid Company Services, Company may cancel Services. User notice to Company will not affect charges submitted User's billing account before Company reasonably can act on User's request.

Should automatic billing fail to occur for any reason, Company will issue an electronic invoice indicating User must proceed manually thirty (30) days from the date of the invoice, with the full payment corresponding to the billing period as indicated on the invoice.

Company reserves the right to refuse or cancel User's order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in User's order or other reasons.

We reserve the right to refuse or cancel User's order if fraud or an unauthorized or illegal transaction is suspected.

8. Fee Changes

The Company in its sole discretion, may modify the Subscription fees upon sixty (60) days' prior written notice to User. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.

The Company will provide User with at least sixty (60) days' prior written notice of any change in Subscription fees to give User an opportunity to terminate User's Subscription before such change becomes effective.

User's continued use of Company Services after the Subscription fee change comes into effect constitutes User's agreement to pay the modified Subscription fee amount.

If User does not agree to any fee changes within thirty (30) days of notice, Company will revert the account to a Standard account.

9. Refunds

Subject to applicable law, all amounts paid are non-refundable, except that certain refund requests for Subscriptions may be considered by Company on a case-by-case basis and granted in Company's reasonable discretion, subject to applicable consumer protection laws.

10. Free Trial

Company may, at its sole discretion, offer a Subscription with a free trial for a limited period of time ("Free Trial"). If required, User may be asked to enter User's billing information in order to sign up for the Free Trial.

If User does enter User's billing information when signing up for the Free Trial, User will not be charged by Company until the Free Trial has expired. Company will provide User with notice at least three (3) days before the Free Trial period expires. On the last day of the Free Trial period, unless User cancels User's Subscription prior to the end of the Free Trial period, User will be automatically charged the applicable Subscription fees for the type of Subscription User has selected.

Upon reasonable notice to User, Company reserves the right to (i) modify the terms and conditions of the Free Trial offer, or (ii) cancel such Free Trial offer.

11. Accounts

To obtain access to certain Company Services, User may be required to obtain an account with Company (become a "Registered User"), by completing a registration form and designating a User ID and password. Until User applies for and is approved for an account, User's access to the Company Services will be limited to the areas of the Company Services, if any, that Company makes available to the general public.

When registering an account with us, User represents and warrants that User is at least 18 years of age, and that the information User provided via Company's registration form is accurate, complete, and current at all times (such information being the "Registration Data"). User agrees to promptly update any changes to Registration Data, Materially inaccurate, incomplete, or obsolete information may result in the termination of User's account on the Service upon reasonable notice for cause, including but not limited to violation of these Terms, fraudulent activity, or illegal use of the Services. Company may withdraw such approval subject to reasonable notice except in cases of fraud or material breach.

Only a Registered User may use User's Company account and Company Services. Users are responsible for maintaining the confidentiality of User's account and password, including but not limited to the restriction of access to User's computer and/or account. User agrees to accept responsibility for any and all activities or actions that occur under User's account and/or password, whether User's password is with our Service or a third-party service. User must notify Company immediately upon becoming aware of any breach of security or unauthorized use of User's account. User is responsible for all activities that take place with User's account. Company will not be liable for any loss or damage arising from any unauthorized use of User's account, except to the extent such unauthorized use results from Company's gross negligence or willful misconduct.

Company reserves the right to refuse service, terminate accounts, remove, or edit content, or cancel orders at any time in its sole discretion with or without cause.

12. Acceptable Use

User will not (a) use Company's Software or Services other than as described in these Terms; (b) copy, modify, tamper, repair, create derivative works of, decompile or reverse engineer Company's Software or Services, or any portion of Company Software or Services; (c) use Company's Software or Services to store or transmit any malware, spyware, adware, or any other malicious programs or code; (d) sell, resell, license, sublicense, distribute, rent or lease Company's Software or Services or any access thereto or derive revenues from the use or provision of the Company's Software or Services, whether for direct commercial or monetary gain or otherwise; (e) attempt to cloak or conceal User's identity or User's application's identity when requesting authorization to use Company's Software or Services; (f) use Company's Software or Services in a manner that adversely impacts or disrupts the stability of Company's servers or network, adversely impacts the behavior of other applications or harass or interfere with another User's use of Company's Software or Services ; (g) give any third party access to Company's Software or Services without Company's prior written approval in each instance; (h) make any representations about User's use of Company's Software or Services and/or any and all applications developed in connection with User's use of Company's Software or Services that are false or misleading; (i) mislead, confuse, or surprise Users (i.e. any application developed in connection with User's use of Company's Software or Services should be transparent in terms of its functionality and should obtain all necessary and appropriate User consent including but not limited to any consent to store or share User's content or data); or (j) state or imply any endorsement by Company of User or User's applications developed in connection with Company's Software or Services.

User will not remove any trademark, copyright, or other proprietary rights notices which appears on Company's Software or Services.

User will not use Company's Software or Services for any unlawful or fraudulent purpose including, but not limited to: (i) impersonating any person or entity, (ii) harvesting or collecting any personal information in violation of applicable law or (iii) promoting any product, service or business that is unethical, obscene or in violation of any applicable law or regulation (iv) send unsolicited or unauthorized junk mail, spam, chain letters, pyramid schemes or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (v) advertise or promote a commercial product or service that is not available through Company unless User's account is subject to a Company authorized subscription; (vi) store or transmit inappropriate Encrypted Data, such as Encrypted Data: (1) containing unlawful, defamatory, threatening, pornographic, abusive, libelous or otherwise objectionable material of any kind or nature, (2) containing any material that encourages conduct that could constitute a criminal offense, or (3) that violates the intellectual property rights or rights to the publicity or privacy of others; (vii) store or transmit any Encrypted Data that contains or is used to initiate a denial of service attack, software viruses or other harmful or deleterious computer code, files or programs such as Trojan horses, worms, time bombs, cancelbots, or spyware; or (viii) abuse, harass, stalk or otherwise violate the legal rights of a third party.

If User's use of Company's Software or Services collects data or information about other Users, User agrees that such data will be collected, processed, transmitted, maintained, stored and used in

compliance with all applicable laws, industry standard security practices, and User's publicly posted and clearly available privacy policy.

13. Feedback

Any feedback that User provides in connection with User's use of Company's Software or Services may be used, modified and/or incorporated by Company in its sole discretion, including in Company's Software and Services and documentation and User grants to Company a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, sublicensable license to use any and all testimonials, feedback, comments, and/or suggestions in Company's sole discretion with no obligation to User. User retains all rights to testimonials and Company may only use testimonials with User's prior written consent, which may be revoked at any time upon thirty (30) days' written notice. User may grant to Company the right to display User's name and logo on Company's website as a client upon User's prior written consent. Company shall not share User's contact information with third parties without User's prior written consent, except as required by law.

14. Intellectual Property

Company's Software and Services and all contents, including but not limited to text, images, graphics or code are the property of Company and are protected by copyright, trademarks, database and other intellectual property rights (excluding User Data and User's pre-existing intellectual property). No title to or ownership of any proprietary rights related to Company's Software or Service is transferred to User pursuant to these Terms. All rights not explicitly granted to you are reserved by Company.

User may display, copy, download or print portions of the material from the different areas of the Services only for User's internal business use in connection with User's authorized use of the Services. Any other use is strictly prohibited and may violate copyright, trademark and other laws. These Terms do not grant User a license to use any trademark of Company or its affiliates. User further agrees not to use, change or delete any proprietary notices from materials downloaded from the Service.

15. User Data

"User Data" means any data and content which User uploads, stores, retrieves, or otherwise makes available through Company's Services. User retains all of the rights to User Data. User grants Company a limited, non-exclusive, non-transferable license to store, retrieve, backup, restore, and otherwise copy User's Data solely to the extent necessary to provide User with Company's Services and in accordance with Company's privacy policy. Company shall not use, disclose, or access User Data for any other purpose without User's prior written consent, except as required by law. Upon termination of this Agreement, Company shall, at User's election, return or securely delete all User Data within thirty (30) days, except as required by law or to the extent stored in backup systems, which shall be deleted in accordance with Company's standard backup retention policies.

16. Links To Other Websites

Company Services may contain links to third-party websites or services that are not owned or controlled by Company.

Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. User further acknowledges and agrees that Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such third-party content, goods, or services available on or through any such third-party websites or services. User accesses third-party websites and services at User's own risk and subject to the terms and conditions of such third-party websites and services.

Company advises User to read the terms and conditions and privacy policies of any third-party websites or services that User visit.

17. Consent To Electronic Communication & Solicitation

The Company may send operational emails including but not limited to: billing emails, account activity emails, and service updates. These are required to provide the Service. In addition, User understands Company may send User communications regarding Company Services that includes but limited to (1) notices about Users of use of Company Services, including notices concerning violations of use (b) Services updates, and (c) promotional information and materials regarding Company products and services, via electronic email.

18. User Termination & Suspension Of Company Service

User is entitled to cease using Company Services at any time and for any reason without notice to Company but will continue to be charged for Services until User cancels their account by logging in or contacting Company.

Company reserves the right to temporarily terminate or suspend User access to Company Services at any time in its sole discretion, with or without cause, with or without notice and without incurring liability of any kind. Company may suspend or terminate for: (a) actual or suspected breach or violations of these Terms, (b) User's use of Company Services causes or has caused a risk of harm or loss to either Company or other Users, (c) the suspicion or detection of any malicious code, virus or harmful code by User or in User's account, (d) schedule downtime or recurring downtime, (e) excessive bandwidth usage or (f) unplanned or unforeseen technical issues, problems or outages.

Company will use commercially reasonable efforts to notify User if Company's determines the suspension will be indefinite or terminated. User acknowledges if access to Company Services is suspended or terminated access to Encrypted Data will no longer be available. Notice will be via email to the Registered Users as they are listed in Users account at the time of notice. If User remedies the issues that cause Company to send the notice, to Company's satisfaction, then Company will not terminate Users access or license to Software and/or Services. If User does not remedy the outstanding causes of Company's suspension or termination notice in these circumstances, then Company will terminate User's account.

In certain circumstances Company may be unable to send notice to User prior to terminating User's access to Company Services. These may include (i) User is in material breach of these Terms in such a way as to immediately and seriously endanger Company and other Users; (ii) Company is unable to send User notice because this would cause Company legal liability or a disruption to our Services; and (iii)

Company is unable to notify User due to law. If Company terminates User's account for the reasons outlined in i-iii, then Company will work with User to ensure User retain copies of User's data, wherever permitted by law.

Upon termination by Company, for reasons other than cause, or at User's direction, User may request access to User's Encrypted Data, which Company will make available. User must make such request within thirty (30) days following termination. Company will maintain User's Encrypted Data for a period of sixty (60) days following termination to allow User reasonable opportunity to retrieve such data. After such sixty (60) day period, Company will have no obligation to maintain any data stored in User's account.

The following provisions of the Terms shall survive termination: ownership provisions, warranty disclaimers, indemnity, limitations of liability, governing law, dispute resolution, and any payment obligations accrued prior to termination. Upon termination, User's right to use Company's Software and Services will immediately cease.

19. Availability, Errors & Inaccuracies

Company is constantly updating product and service offerings on its Software and Services. Company may experience delays in updating information on its Software and Services and in its advertising on other websites. The information found on the Software and Service may contain errors or inaccuracies and may not be complete or current. Software or Services may be mispriced, described inaccurately, or unavailable, and cannot guarantee the accuracy or completeness of any information found on the Company Software and Services.

Company therefore reserves the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

20. Limitation Of Liability

Company, its directors, employees, partners, agents, suppliers, or affiliates, shall not be liable for (A) any indirect, incidental, special, consequential or punitive damages, including without limitation, economic loss, loss or damage to electronic media or data, goodwill, or other intangible losses, except to the extent caused by Company's gross negligence or willful misconduct, or (B) for any amount in the aggregate in excess of the fees actually paid by User in the six (6) months preceding the event giving rise to User's claim, resulting from (i) User's access to or use of the Software or Services; (ii) User's inability to access or use the Software or Services; (iii) any conduct or content of any third-party on or related to the Services; (iv) any content obtained from or through the Services; and (v) the unauthorized access to, use of or alteration of User's transmissions or content, whether based on warranty, contract, tort (including negligence) or any other claim in law, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

21. Disclaimer & Non-Waiver Of Rights

Company makes no guarantees, representations or warranties of any kind as regards to the website and associated technology. Any purportedly applicable warranties, terms and conditions are excluded, to

the fullest extent permitted by law. User's use of the Company's Software or Services is at User's sole risk.

Company Software and Services are provided on an "AS IS" and "AS AVAILABLE" basis. Company disclaims all warranties to the maximum extent permitted by applicable law including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance. Notwithstanding the foregoing, Company warrants that the Services will be provided in a professional and workmanlike manner consistent with industry standards. In such cases, the provincial law shall apply to the extent necessary.

Company, its subsidiaries, affiliates, and its licensors do not warrant that a) the Software or Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Software or Services are free of viruses or other harmful components; or d) the results of using the Software or Services will meet User's requirements. Notwithstanding the foregoing, Company will use commercially reasonable efforts to maintain the availability and security of the Services.

If User breaches any of these Terms and Company chooses not to immediately act, or chooses not to act at all, Company will still be entitled to all rights and remedies at any later date, or in any other situation, where User breaches these Terms. Company does not waive any of its rights. Company shall not be responsible for any purported breach of these Terms caused by circumstances beyond its control. A person who is not a party to these Terms shall have no rights of enforcement.

User may not assign, sub-license or otherwise transfer any of User's rights under these Terms.

22. Exclusions

As set out above, some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to User.

23. Governing Law

These Terms shall be governed by, and interpreted and enforced in accordance with, the laws of the State of Texas. The parties specifically exclude from application to these Terms the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. All other claims, including claims regarding consumer protection laws, unfair competition laws, and in tort, will, only to the extent required by applicable law, be subject to the laws of User's state of residence in the United States, or, if you live outside the United States, the laws of the country in which User's reside.

If any provision of these Terms is held to be invalid or unenforceable by a court of competent jurisdiction, then any remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between Company and User regarding its Software and Services, and supersede and replace any prior agreements, oral or otherwise, regarding the Software or Services.

24. Dispute Resolution

Any dispute, controversy, or claim (collectively, any "Dispute") arising between the Company and User relating to or arising in connection with this Agreement shall be submitted to and settled by binding arbitration in the Spring Branch, Texas office of the American Arbitration Association ("AAA"), or the office nearest in proximity to Spring Branch, Texas, conducted pursuant to the Commercial Arbitration Rules then in effect by the AAA, before one (1) neutral arbitrator licensed to practice law for at least eight (8) years and familiar with the relevant area of law of the dispute (or at any other place or under any other form of arbitration mutually acceptable to the parties so involved). Any award rendered in any Dispute shall be final and conclusive upon the parties to the arbitration, and the judgment thereon may be entered in the highest court of the forum (state or federal) having jurisdiction over the issues addressed in the arbitration. Company shall advance the administration fees and expenses of the arbitration, which fees shall be allocated between the parties as determined by the arbitrator based on the outcome of the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence and attorney's fees unless otherwise awarded by the arbitrator. In the discretion of the arbitrators, any award may include the cost of a party's counsel and/or its share of the expense of arbitration, if the arbitrators expressly determine that an award of such costs is appropriate to the party whose position prevails in such arbitration. To submit a matter to arbitration, the party seeking redress ("Claimant") shall notify in writing the party against whom such redress is sought ("Respondent"), describe the nature of such claim, the provision of this Agreement that has been violated by the Respondent and the material facts surrounding such claim. At any arbitration hearing, each of the parties shall have the right to make both written and oral presentations to the arbitrators. Within thirty (30) days of the conclusion of such arbitration hearing, the arbitrators shall render a single written decision. The decision of the arbitrators shall be binding upon the Claimant and Respondent, and after the completion of such arbitration, the Claimant and Respondent may only institute litigation regarding the Dispute for the sole purpose of enforcing the determination of the arbitration hearing. JURY TRIAL WAIVER. BY AGREEING TO ARBITRATION UNDER THIS SECTION, THE COMPANY AND USER UNDERSTAND THAT THEY ARE EACH WAIVING ANY RIGHT TO A TRIAL BY JURY. EACH PARTY ACKNOWLEDGES THAT IT HAS HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL REGARDING THIS WAIVER AND MAKES THIS WAIVER KNOWINGLY, VOLUNTARILY, AND WITH FULL CONSIDERATION OF THE RAMIFICATIONS OF SUCH WAIVER.

25. Assignment

Company may assign, transfer, or otherwise dispose of its rights and obligations under this Agreement, in whole or in part, at any time with prior written notice to User, provided that any such assignment shall not materially diminish the Services provided to User. User may not assign this Agreement or transfer any rights to use the Software or Services without Company's prior written consent, which consent shall not be unreasonably withheld.

26. Independent Contractors

Company and User are not legal partners or agents; instead, our relationship is that of independent contractors. This contract is solely for Company and User benefit. It is not for the benefit of any other person, except for permitted successors.

27. Waiver

The failure of either party to insist upon or enforce strict performance of any of the provisions of these Terms or to exercise any rights or remedies under these Terms will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will remain in full force and effect.

28. Claims

Each party must bring any claim related to these Terms, Software or Services within two (2) years of the date such party knew or should have known of the facts giving rise to the claim, unless applicable law requires a longer time to file claims. If a claim is not filed within the applicable limitations period, the claim is permanently barred.

29. Copyright Complaints & Removal Policy

Company does not tolerate content that appears to infringe any copyright or other intellectual property rights or otherwise violates these Terms and will respond to notices of alleged copyright infringement that comply with the law and are properly provided to us. Such notices can be reported via our support center. We reserve the right to delete or disable access to Encrypted Data alleged to violate these Terms and to terminate repeat infringers. Our designated agent for notice of alleged copyright infringement can be reached via our support center.

Federal law requires your DMCA Notice to include the following information:

Identification of the copyrighted work that you claim has been infringed;

Identification of the material, including URL, that you claim is infringing, with enough detail so that we may locate it;

Your address, telephone number, and email address;

A statement declaring under penalty of perjury that (a) you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (b) the above information in your notice is accurate, and (c) you are the owner of the copyright interest involved or you are authorized to act on behalf of that owner; and your physical or electronic signature.

30. Severability & Entire Agreement

These Terms apply to the maximum extent permitted by relevant law. If any part of these Terms is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other Terms or invalidate or render unenforceable such Terms in any other jurisdiction. Upon such determination that any Terms or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify those Terms to extent enforceable under relevant law.

These Terms constitute the entire agreement between Company and User regarding the Company's Software and Services. These Terms supersedes any prior contract or oral or written statements regarding your use of the Company Software or Services.

31. Contact Us

If you have any questions about these Terms, please visit: <https://datarock.biz/contact>.