

Appendix B - ZkyRocket Terms of Use

These ZkyRocket Ltd Terms of Use (this "**Agreement**") apply to your access or use of the ZkyRocket Ltd websites, mobile sites, and applications (collectively, the "**ZkyRocket Ltd Sites**") and the content, features, and services (the "**Services**") made available by ZkyRocket Ltd.

In this Agreement, "**ZkyRocket Ltd**" and "**we**" mean the ZkyRocket Ltd company that is providing the Services to you. ZkyRocket Ltd entity contact details are in Appendix A. The terms "**User**" and "**you**" mean any user of the Services. This Agreement incorporates ZkyRocket Ltd.'s standard policies, procedures, and terms and conditions for use of the Services that are referenced by name or by links in this Agreement (collectively, the "**ZkyRocket Ltd Policies**").

By accessing or using the Services you (1) acknowledge that you have read, understand, and agree to be bound by our terms and conditions which are all available for download on ZkyRocket.com and (2) you represent and warrant that you are of legal age and not prohibited by law from accessing or using the Services.

ZkyRocket Ltd may update or revise this Agreement (including any ZkyRocket Ltd Policies) from time to time. You agree that you will review this Agreement periodically. You are free to decide whether to accept a modified version of this Agreement, but accepting this Agreement, as modified, is required for you to continue using the Services. You may have to "agree" to show your acceptance of any modified version of this Agreement. If you do not agree to the terms of this Agreement or any modified version of this Agreement, you must terminate your use of the Services, in which case you will no longer have access to your Account (as defined below). Except as otherwise expressly stated by ZkyRocket Ltd, any use of the Services (e.g., the use of the Reservation Services (as defined herein), Request for Proposal (RFP) Services (as defined herein), Payment Services (as defined herein) is subject to the version of this Agreement in effect at the time of use.

Mission 1 – Waste to Energy Consultancy

1. ZkyRocket Ltd makes available waste to energy consultancy services to venues and suppliers who participate in the hospitality (MICE) marketplace
2. Please refer to the FAQ section on our website for more detail about how users and will receive updates, emails from us.

Mission 2 – Sustainable Reservation/ Event Planning Services

Updated Feb 24, 2023

3. **Sustainable Venue Reservations.** ZkyRocket Ltd makes available sustainable venue reservation services (the "**Venue Booking Services**") for assisting Clients in securing hotel room reservations, event space or joining a waitlist at participating third-party venues (each, a "**Venue**"). Please refer to the ZkyRocket Ltd [venue/event booking terms](#) on www.Zky-Rocket.com By using ZkyRocket Ltd User agrees to receive reservation and waitlist confirmations, updates, modifications and/or cancellations by email or other electronic messages.

4. **Usage Guidelines.** User agrees to use the ZkyRocket Ltd Site to send request for proposal (RFP). Please refer to our website policy terms.

Part II – Terms for All Services

5. **Privacy Policy.** ZkyRocket Ltd is committed to helping you safeguard your privacy online. Please review our [privacy policy](#) for details about how we collect, use, and disclose information in connection with the Services.
6. **Your Account.** You may (but are not required to) create a membership account with ZkyRocket Ltd through the ZkyRocket Ltd Site ("**Account**") to issue Request for Proposal (RFP). When registering for an Account, you must provide true, accurate, current, and complete data about yourself and/or venue to ZkyRocket Ltd. ("**Registration Data**"). You also agree to promptly update the Registration Data to keep it true, accurate, current, and complete. You are solely responsible for maintaining the confidentiality of your Account and the information in your Account, and, except as otherwise required by applicable law, you are solely responsible for all use of your Account, whether authorised by you. You agree to immediately notify ZkyRocket Ltd of any unauthorised use of your Account or any other breach of security related to your use of the Services.
7. **Communications from ZkyRocket Ltd.** If you use our Sites and Services, ZkyRocket Ltd may communicate with you via electronic messages, including email or text message/SMS, in accordance with our privacy policy.
8. **Technical Requirements.** Use of the Services requires Internet access through your computer or mobile device. You are responsible for all mobile carrier data or text message charges resulting from your use of the Services, including from any notifications provided by the Services. You may be required to have JavaScript (or similar technologies) enabled to use the ZkyRocket Ltd Site, and some features and portions of the ZkyRocket Ltd Site or partner sites (including, but not limited to, making, modifying, or cancelling reservations) may not be accessible with JavaScript disabled.
9. **Modifications to Services.** ZkyRocket Ltd reserves the right, in its sole discretion, to modify the Services from time to time and without notice, including, without limitation, by removing, adding, or modifying portions of the ZkyRocket Ltd Sites, Venues and/or Third-Party Suppliers. ZkyRocket Ltd shall have no liability to you for any of the foregoing actions. If you object to any such changes, your sole

recourse shall be to contact ZkyRocket or cease using the Services. Continued use of the Services following any such changes shall indicate your acknowledgment of such changes and satisfaction with all the Services.

10. **Intellectual Property Rights and Grant of Rights to User.** Please refer to the event software and website user policies on www.Zky-Rocket.com
11. **Application License.** Please refer to the event software and website user policies on www.Zky-Rocket.com
12. **Use Restrictions.** The Services and ZkyRocket Ltd Content are offered solely for User's personal use for the purposes described in this Agreement. All other uses are prohibited. ZkyRocket Ltd expressly reserves all its rights and remedies under applicable laws). ZkyRocket Ltd reserves the right, in its sole discretion, to refuse service, terminate Accounts, remove or edit content, or deny access to the Services. You agree not to (and not to allow any third party to): (1) use any deep-link, robot, spider, scraper, or other automatic or manual device, process, or means to access, copy, search, or monitor any portion of the Services or ZkyRocket Ltd Content, except as expressly authorised by ZkyRocket Ltd; (2) take any action that imposes or may impose (in ZkyRocket Ltd.'s sole determination) an unreasonable or a disproportionately large load on the Services or ZkyRocket Ltd.'s infrastructure; (3) utilize any device, software, or routine that will interfere or attempt to interfere with the functionality of the Services; (4) rent, lease, copy, provide access to or sublicense any portion of the Services or ZkyRocket Ltd Content to a third party; (5) use any portion of the Services or ZkyRocket Ltd Content to provide, or incorporate any portion of the Services or ZkyRocket Ltd Content into, any product or service provided to a third party; (6) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the Services, except to the extent expressly permitted by applicable law (and then only upon advance notice to ZkyRocket Ltd); (7) modify any Services or ZkyRocket Ltd Content or create any derivative product from any of the foregoing; (8) remove or obscure any proprietary or other notices contained in the Services or ZkyRocket Ltd Content; (9) use the Services or ZkyRocket Ltd Content for any illegal purpose; or (10) publicly disseminate information regarding the performance of the Services or ZkyRocket Ltd Content or access or use the Services or ZkyRocket Ltd Content for competitive analysis or benchmarking purposes. Although the ZkyRocket Ltd Sites may be accessible worldwide, not all features or services discussed, referenced, provided or offered through or on the ZkyRocket Ltd Sites are available to all persons. ZkyRocket Ltd reserves the right to limit, in its sole discretion, the provision and quantity of any feature or service to any person or geographic area. For more details, please refer to the event software and website user policies on www.Zky-Rocket.com
13. **Export Control.** Please refer to the event software and website user policies www.Zky-Rocket.com

14. **Termination.** ZkyRocket Ltd may suspend your ability to use all or any element of the Services or may terminate this Agreement effective immediately, without notice or explanation. Without limiting the foregoing, ZkyRocket Ltd may suspend your access to the Services if we believe you to be in violation of any part of this Agreement (including any ZkyRocket Ltd Policies). After any suspension or termination, you may or may not be granted permission to use the Services or re-establish a membership Account. You agree that ZkyRocket Ltd shall not be liable to you for any termination of this Agreement or for any effects of any termination of this Agreement. You are always free to discontinue your use of the Services at any time and/ or in line with the termination periods set out in the membership. You understand that any termination of your Account may involve deletion of any content stored in your Account for which ZkyRocket Ltd will adhere to their privacy policy. Please refer to the event software and website user policies and privacy policy at www.Zky-Rocket.com
15. **Reviews, Comments, Communications, and Other Content.** The Services may permit you to submit, transmit, post or otherwise provide content, including, but not limited to, reviews, comments, ratings, photos, images, videos, sounds, text, data, links and location information; send emails and other communications; and submit suggestions, ideas, comments, questions, or other information ("**User Content**"). Any such User Content must not be illegal, threatening, obscene, racist, defamatory, libellous, pornographic, infringing of intellectual property rights, promoting of illegal activity or harm to groups and/or individuals, invasive of a third party's publicity or privacy rights, purposely false or otherwise injurious to third parties, or objectionable and must not consist of or contain software, computer viruses, commercial solicitation, political campaigning, chain letters, mass mailings, any form of "spam" or references to illegal activity, malpractice, purposeful overcharging, false advertising, or health code violations (e.g., foreign objects in food, food poisoning, etc.). Your User Content should be unbiased and objective. You may not submit reviews, comments or ratings for which you are being compensated in any manner, or for your own venue or any venue of your employer, friend, relative or a competitor. You may not use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of User Content. The name or handle you choose to provide to ZkyRocket Ltd may be displayed publicly with such User Content. ZkyRocket Ltd reserves the right (but has no obligation) to monitor, remove, or edit User Content in ZkyRocket Ltd.'s sole discretion, including if User Content violates this Agreement (including any ZkyRocket Ltd Policies), but you acknowledge that ZkyRocket Ltd may not regularly review submitted User Content. If you do submit User Content, and

unless we indicate otherwise, you grant ZkyRocket Ltd a nonexclusive, perpetual, royalty-free, irrevocable, and fully sublicensable (through multiple tiers, including to venues, partners and other third party websites and feeds) right to use, modify, reproduce, adapt, translate, publish, create derivative works from, distribute, display, and otherwise exploit such User Content throughout the world in any media, and, where applicable, you hereby waive any privacy or publicity rights or any similar rights in an individual's name or likeness in addition to any moral or other rights you may have in the User Content you submit in favour of ZkyRocket Ltd. You represent that you own or have the necessary permissions to use and authorize the use of User Content as described herein. ZkyRocket Ltd takes no responsibility and assumes no liability for any User Content submitted by you or any other User or third party, nor do we guarantee any confidentiality with respect to User Content. Please refer to the event software and website user policies on www.Zky-Rocket.com

16. **Your Representations and Indemnity.** You represent and warrant that you own or otherwise control all of the rights to any User Content submitted by you; that all User Content submitted by you is accurate; and that exploitation of such User Content by ZkyRocket Ltd and its other Users, partners, and licensees will not violate this Agreement, cause injury to any person or entity, or infringe any third-party rights (including, without limitation, intellectual property rights and rights of privacy or publicity). You will indemnify, hold harmless, and (at ZkyRocket Ltd.'s request) defend ZkyRocket Ltd, its affiliates, and its and their representatives, agents, directors, managers, officers, employees, and shareholders (collectively, the "**ZkyRocket Ltd Parties**") from and against all claims resulting from (1) any User Content submitted by you, (2) your use of the Services, or (3) any breach or alleged breach by you of this Agreement.
17. **Liability Limitations.** Except as expressly specified herein, in no event shall the ZkyRocket Ltd parties be liable for any injuries, losses, claims, or direct damages or any special, exemplary, punitive, incidental, or consequential damages of any kind, whether based in contract, tort, or otherwise, and even if advised of the possibility of such damages, which arise out of or are any way connected with (1) this agreement (including any changes thereto), (2) any use of the ZkyRocket Ltd sites, services, the ZkyRocket Ltd content, or the user content, (3) any failure or delay (including, but not limited to, the use or inability to use any component of any of the services), or (4) your visit to any venue or the performance, non-performance, conduct, or policies of any venue in connection with the services. in addition, you specifically understand and agree that any third party directing you to the ZkyRocket Ltd site by referral, link, or any other means is not liable to user for any reason whatsoever, including, but not limited to, damages or loss associated with the use of the services or the ZkyRocket Ltd content. if you are a resident of the United Kingdom or European union, the limitation of liability in

this agreement shall not apply to any damage arising from our wilful misconduct and gross negligence, nor shall it apply to damage from injury to life, body or health. Please refer to the website user policies on www.Zky-Rocket.com

18. You and ZkyRocket Ltd understand and agree that the disclaimers, exclusions, and limitations in this Section 17 and in Section 19 are essential elements of this Agreement and that they represent a reasonable allocation of risk. You understand that ZkyRocket Ltd would be unable to make the Services available to you except on these terms and agree that this Agreement will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.
19. **Disclaimer of Warranties.** you understand that use of the services is at your own risk and ZkyRocket Ltd cannot guarantee that the services will be uninterrupted or error-free. The services, all ZkyRocket Ltd content, and any other information, products, and materials contained in or accessed through the services, are provided to user on an "as is" basis and without warranty of any kind. Bespoke sites are an exception, please refer to ZkyRocket Ltd expressly disclaims all representations, warranties, conditions, or indemnities, express or implied, including, without limitation, any warranty of merchantability, fitness for a purpose, title, or non-infringement, or any warranty arising from a course of dealing, performance, or trade usage. ZkyRocket Ltd does not warrant that your use of the services will be uninterrupted or error-free, that ZkyRocket Ltd will review the information or materials made available through the services for accuracy or that it will preserve or maintain any such information or materials without loss. ZkyRocket Ltd shall not be liable for delays, interruptions, service failures, or other problems inherent in use of the internet and electronic communications or other systems outside the reasonable control of ZkyRocket Ltd. Please refer to the event software and website user policies on www.ZkyRocket.com
20. the foregoing disclaimers apply to the maximum extent permitted by law. you may have other statutory rights. however, the duration of statutorily required warranties, if any, shall be limited to the maximum extent permitted by law.
21. **Third-Party Websites, Applications and Services.** The Services may contain hypertext links to websites and applications operated by parties other than ZkyRocket Ltd. Such hypertext links are provided for User's reference only, and ZkyRocket Ltd does not control such websites and is not responsible for their content. ZkyRocket Ltd.'s inclusion of any hypertext links to such websites or applications does not imply any endorsement of the material on such websites or applications or any association with their operators. ZkyRocket Ltd assumes no liability whatsoever for any such third-party websites, applications or any content, features, products, or services made available through such third-party websites or applications. Additionally, Apple Inc., Google, Inc., Microsoft Corporation or BlackBerry Limited will be a third-party beneficiary to this contract if you access the Services using applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third-party beneficiaries are not parties to this contract and are not responsible for the provision or

support of the Services in any manner. Your access to the Services using these devices are subject to terms set forth in the applicable third-party beneficiary's terms of service, including any license transferability and other usage rules therein. Please refer to the event software and website user policies on www.Zky-Rocket.com

22. **Release.** Venues and Third-Party suppliers are solely responsible for their interactions with you and all claims, injuries, illnesses, damages, liabilities, and costs ("**Claims**") suffered by you because of your (or such recipient's) interaction with or visit to any Venue or Third-Party Supplier. Users must resolve all disputes directly with Venues and may communicate any issues to admin@Zky-Rocket.com. Please refer to our venue booking policy www.Zky-Rocket.com

23. **Notify Us of Infringers.** If you believe any of the Services violate your copyright, notify our copyright agent in writing. The contact information for our copyright agent is at the bottom of this Section.

For us to act, you must do the following in your notice:

- (a) provide your physical signature.
- (b) identify the copyrighted work that you believe is being infringed.
- (c) identify the item that you think is infringing your work and include sufficient information about where the material is located so that we can find it.
- (d) provide us with a way to contact you, such as your address, telephone number, or email.
- (e) provide a statement that you believe in good faith that the item you have identified as infringing is not authorised by the copyright owner, its agent, or the law to be used in connection with the Services; and
- (f) provide a statement that the information you provide in your notice is accurate, and that (under penalty of perjury) you are authorised to act on behalf of the copyright owner whose work is being infringed.

Contact Us at the registered office
Meppershall Rd, Shillington, Hitchin SG5 3PF, UK

Or E-mail admin@Zky-Rocket.com

