

ADICTIC - Terms of Service and Privacy Policy
Last Updated and Effective Date: October 19, 2024

PLEASE READ THESE TERMS OF SERVICE ("AGREEMENT" OR "TERMS OF SERVICE") CAREFULLY BEFORE USING THE SERVICES OFFERED BY ROCKETS LAB THROUGH THE ADICTIC APPLICATION. THIS AGREEMENT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE ADICTIC APP AND ALL RELATED SERVICES, INCLUDING, WITHOUT LIMITATION, ANY FEATURES, CONTENT, WEBSITES, OR APPLICATIONS OFFERED FROM TIME TO TIME BY ROCKETS LAB IN CONNECTION WITH ADICTIC (COLLECTIVELY "SERVICE(S)"). BY USING THE SERVICES IN ANY MANNER, YOU AGREE TO BE BOUND BY THIS AGREEMENT.

1. Acceptance of Terms of Service

The Service is offered subject to acceptance without modification of all of these Terms of Service and all other operating rules, policies, and procedures that may be published from time to time in connection with the Services by ROCKETS LAB. Some services offered through the Service may be subject to additional terms and conditions which are incorporated into these Terms of Service by this reference.

ROCKETS LAB reserves the right to refuse to offer the Service to any person or entity and may change its eligibility criteria at any time. This provision is void where prohibited by law, and the right to access the Service is revoked in such jurisdictions.

2. Rules and Conduct

By using ADICTIC, you agree that the Service is intended solely for legal and ethical purposes. You commit not to use the app for any prohibited activities, including but not limited to:

1. Creating content that infringes on intellectual property or privacy rights of third parties.
2. Generating or distributing false, misleading, or illegal content.
3. Uploading or sharing photos or content depicting minors (under 18 years old) without explicit consent from their legal guardians.
4. Creating defamatory, offensive, obscene, or hate-inciting content.
5. Using the video creation functionality for any unauthorized purpose, including impersonation without explicit consent, engaging in fraudulent activities, producing misleading deepfakes, etc.

By using ADICTIC, you confirm that you are creating models of yourself or others for whom you have obtained explicit written consent. You must ensure all individuals depicted are over 18 or the legal age in their respective countries, and none are politically exposed persons.

3. Age Requirements

By accessing the Services of ADICTIC, you confirm that you are at least 18 years old or have reached the age of majority in your country of residence. If you are under 18, you must have parental or guardian consent to use this application. It is your responsibility to comply with local laws regarding age restrictions for digital services.

4. Prohibited Uses

You are fully responsible for your activities while using ADICTIC, including any content, information, or other materials you post or upload to the Service. You agree not to engage in any prohibited conduct, including:

- Violating these Terms or other policies and terms posted on or applicable to the Service.
- Including sensitive personal information (e.g., phone numbers, addresses, health information) without proper authorization.
- Uploading harmful or malicious software, such as viruses, worms, or spyware.
- Engaging in unauthorized data extraction methods, such as scraping or web harvesting, except through permitted APIs.
- Interfering with, disabling, or disrupting the Service or its connected networks.

5. Trademarks and Patents

All ADICTIC logos, marks, and designations are trademarks or registered trademarks of ROCKETS LAB. All other trademarks mentioned in this application are the property of their respective owners. The trademarks and logos displayed on this app may not be used without prior written consent from ROCKETS LAB or their respective owners. Portions, features, and/or functionality of ADICTIC's products may be protected under ROCKETS LAB patent applications or patents.

6. Licensing Terms

Subject to your compliance with this Agreement and applicable law, you are granted a non-exclusive, limited, non-transferable, non-sublicensable, freely revocable license to access and use the Service for business or personal use. You own all Assets you create with the Services, and ROCKETS LAB assigns to you all rights, title, and interest in such Assets for your personal or commercial use. However, ROCKETS LAB reserves all rights not expressly granted under these Terms of Service.

By using the Services, you grant to ROCKETS LAB a perpetual, worldwide, non-exclusive, sublicensable, no-charge, royalty-free, irrevocable copyright license to use, process, adapt, modify, publish, and distribute the Assets you create or input into the Services. This license authorizes ROCKETS LAB to make the Assets available generally and to use such Assets as needed to provide, maintain, promote, and improve the Services.

7. Fees and Payments

ADICTIC may offer paid services. By subscribing to any paid services, you agree to pay the corresponding fees. Subscriptions automatically renew until canceled, and you

can manage your payments through the ADICTIC website or app. Refunds are not provided for any billing periods that have already been processed.

- **Auto-Renewal:** Subscription fees will be automatically renewed for the same term. If you do not wish to renew, cancel before the renewal date.
- **Taxes:** Your subscription fees do not include taxes. You are responsible for any taxes associated with your purchase. If your fees are past due, we may suspend access to the Service until resolved.

8. DMCA and Takedown Policy

ROCKETS LAB respects the rights of copyright holders internationally and expects users to do the same. If you believe your copyright or trademark is being infringed by the Service, please contact hello@adictic.com. ROCKETS LAB will process and investigate requests and take appropriate actions under applicable intellectual property laws, including removing infringing content.

9. Modification of Terms of Service

ROCKETS LAB may modify or replace any part of these Terms of Service or change, suspend, or discontinue the Service (including the availability of any feature, database, or content) at any time by posting a notice or sending an email. Changes will take effect 14 days after they are posted. Continued use of the Service after changes constitutes acceptance of those changes.

10. Indemnification

You agree to indemnify and hold harmless ROCKETS LAB, its affiliates, employees, contractors, directors, and representatives from all liabilities, losses, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to your use or misuse of the Service, or your violation of the Terms of Service or any applicable law.

11. Limitation of Liability

IN NO EVENT SHALL ROCKETS LAB OR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM THE USE OF THE SERVICE. ROCKETS LAB'S TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNT PAID BY YOU IN THE PAST 12 MONTHS.

12. Disclaimer

ALL USE OF THE SERVICE AND CONTENT IS AT YOUR OWN RISK. THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

13. Privacy Policy

13.1 Information Gathering

We collect personal information that you provide directly, such as your name, email, and payment details, as well as information collected automatically, including IP address, device type, and usage data.

13.2 Use of Information

We use your information to provide, improve, and communicate our Services. Data is also used to comply with legal obligations.

13.3 Data Protection

We adhere to GDPR regulations. You have rights including access, rectification, erasure, portability, and the right to object to or restrict processing. Contact hello@adictic.com to exercise your rights.

14. Termination

ROCKETS LAB may terminate or suspend your access to the Service if you breach these Terms of Service. You may terminate your account at any time via the app.

15. Choice of Law and Jurisdiction

These Terms of Service are governed by Spanish law. Any disputes related to these Terms will be subject to the exclusive jurisdiction of the courts of Madrid, Spain.

16. Miscellaneous

These Terms of Service constitute the entire agreement between you and ROCKETS LAB regarding ADICTIC. If any provision is deemed unenforceable, the remaining provisions shall remain in full force. Notices under these Terms should be sent to hello@adictic.com.

Contact Us:

For questions regarding the Service, please contact hello@adictic.com.

Address: ROCKETS LAB, Calle Ejemplo 123, 28001 Madrid, Spain