Rocket.Chat Docs

Terms of Service

Effective date: May 4th, 2021

These Customer Terms of Service (the "Customer Terms") describe your rights and responsibilities pertaining to Rocket.Chat Services (the "Services"), such as Rocket.Chat Cloud Hosting, Support Plans, Marketplace, or any other services we may provide to you, the customer. Some sections of these Customer Terms only apply to specific Services, as indicated by the headings of the respective paragraph. These Customer Terms **do not** apply to the on-premises installation of Rocket.Chat. Please read the Customer Terms carefully and **note that these Customer Terms include auto-renewal provisions and may limit your rights and liabilities.**

"Rocket.Chat," "we," "us," or "our" means Rocket.Chat Technologies Corp. "Customer", "you" or "your" means the Customer indicated below, including its users, as applicable.

Legal Binding

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

"Customer" is the organization that you represent in agreeing to the Contract. If your Instance is being set up by someone who is not formally affiliated with or employed by an organization, Customer is the individual creating the Instance. When you create an Instance, invite users, or use or allow use of that Instance after being notified of a change to these Customer Terms, you acknowledge your understanding of the then-current Contract and agree to the Contract on behalf of Customer. Please make sure you have the necessary authority to enter into the Contract on behalf of Customer before proceeding, and you represent and warrant that you do.

Customer Data

When a Customer or any of its users submit 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.

With regards to Services operated directly by Rocket.Chat:

Customer hereby grants Rocket.Chat a worldwide license to use, host, store, reproduce, modify, create derivative works (e.g. as translations, adaptations or other changes we make so that the content in question works better with the Services), communicate, publish, perform, display and distribute User Data. Customer also represents and warrants it has the right to grant this license and has obtained any necessary consent from users and third parties regarding such User Data. The rights granted in this license are for the limited purpose of providing, operating and improving the Services, and to develop new ones. (For a more thorough description of the limited purposes we use personal data, please refer to our Privacy Policy.) This license does not expire even if you stop using the Services (for example, so that Rocket.Chat can deliver a message that you sent to another user before you stopped using our Services). If a user employs the Services to share content with others, anyone that user has shared content with (including the general public, in certain circumstances) may have access to the content, depending on the channels and the way the content was shared.

Rocket.Chat may provision or deprovision access to the Services, set the version of the Service and update the Service, enable or disable third party integrations, manage permissions, retention and export settings, transfer or assign workspaces, share channels, or consolidate this workspace or channels with other workspaces or channels, and these choices and instructions may result in the access, use, disclosure, modification or deletion of certain or all User Data.You may access, import, and export all your User Data, including private channels and direct messages through your account preferences panel. You may also request that your account is deleted, together with all the messages you have previously sent and your personal information, such as names and email addresses.

Legal Age

You (in case of a natural person) represent that you are over the legal age. You may not sign-up, access or use the Services for any purpose if the preceding sentence is not true. Without limiting the foregoing, you must be of legal working age.

Your Users may be above or under the legal age, as per Your determination. You are responsible to comply with applicable laws regarding the minimum age for Your Users , depending on the context you allow them to access or use the Services.

Duties and Unacceptable Conduct

You agree to abide by the following list of duties and unacceptable conduct for our Services. If we believe a violation of the policy 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.

You must:

- 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;
- upload and disseminate only Customer Data to which you own or have all required rights under law and under 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;
- keep passwords and all other login information confidential;
- monitor and control all activity conducted through your account in connection with the Services;
- use the proper functions that come with your account to interact with your workspace and subscription (e.g. renewal and cancellation of workspace), or - in emergency case these are not available to you - you must properly identify yourself to us before we can make these changes for you. We cannot make these changes just by receiving an email alone.
- 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; and
- comply in all respects with all applicable terms of the third party applications that you access or subscribe to in connection with the Services.

You may not:

- share, transfer or otherwise provide access to an account designated for you to another person;

- use the Services to store or transmit any Customer Data that may infringe upon or misappropriate someone else's trademark, copyright, or other intellectual property, or that may be tortious or unlawful;

- 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 a technology that unlawfully accesses or downloads content or information stored within the Services or on the hardware of Rocket.Chat or any third party;

- attempt to reverse engineer, decompile, hack, disable, interfere with, modify, 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);

- 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;

- use the Services in any manner that may harm minors or that interacts with or targets people under the age of thirteen;

- impersonate any person or entity, including, but not limited to, an employee of ours, an "Administrator", an "Owner", or any other User, or falsely state or otherwise misrepresent your affiliation with a person, organization or entity;

- 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;

- 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);

- send unsolicited communications, promotions or advertisements, or spam;

- place any advertisements within a Rocket.Chat client;

- send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";

- 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; or

- authorize, permit, enable, induce or encourage any third party to do any of the above.

API Fair Use Many of our services work via API calls managed under a central infrastructure of us. You may not place excessive API calls or otherwise deliberately try to overburden this API system. We may throttle your use of the APIs in case we deem it necessary to facilitate an overall acceptable service level across our infrastructure (e.g. such as in the case of continued, excessive API usage). We may monitor use of the APIs for compliance with these rules, and we may deny you access to the API or shut down your Integration if you try to go around or break the policies we set. If your Order Form includes a defined API limit or minimum, then the Order Form controls.

Supported and running versions

To provide you the Services in a consistent and secure manner, we regularly update our Services and 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 to stay within the supported version range and do not provide versions, that are beyond their End of Life term.

Limitation of Liability

If we believe that there is a violation of the Customer Terms or any of our other policies that can simply be remedied by removal of certain Customer Data or taking other action, 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. 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 YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR MAXIMUM AGGREGATE LIABILITY FOR ANY BREACH OR IN CONNECTION WITH THIS AGREEMENT OR ANY SERVICE IS ONE HUNDRED DOLLARS ($100) IN THE AGGREGATE OR THE AMOUNT YOU PAID US DURING THE PRIOR 12 MONTHS. 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.

Payment; Fees

All fees due to Rocket.Chat under these Terms are non-cancellable, and the sums paid are non-refundable and non-creditable, except as otherwise expressly provided in these Terms.

General Provisions

Email and Rocket.Chat Messages

Except as otherwise set forth herein, all notices under the Customer Terms will be by email, although we may instead choose to provide notice to Customers through the Services (e.g., a bot notification). Notices to Rocket.Chat should be sent to contact@rocket.chat. 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.

TERM; TERMINATION.

Term.

When Customer orders, activates, subscribes to, or uses any Services, such Services will be subject to an initial subscription term or period (the "Initial Subscription Period") and any renewal terms or periods applicable thereto (collectively, the "Subscription Period" or "Order Term"); unless expressly provided otherwise, the Initial Subscription Period is 12 months from the initial order, activation, subscription, or use date and automatically renews for successive 12 month periods thereafter, unless terminated or not renewed in accordance with these Customer Terms. **If you do not want to renew, you must following our non-renewal processes and stop using the applicable Services.**

These Customer Terms will begin on the Effective Date and will continue thereafter so long as one or more Subscription Period(s) remain in effect or until terminated by either party as outlined in this Section (the "**Term**").

Termination Rights.

a. Renewal. Unless a party gives written notice of non-renewal or termination at least thirty (30) days prior to the expiration of the relevant Term, this Agreement will automatically renew for a period equal to the previous Term. Any Fees for a renewed Term are due upon the date of renewal.

b. For Cause. Either party may terminate this Agreement and any Order Forms immediately upon 30 days' written notice to the other party in the event of any material breach of this Agreement (including without limitation, any failure to pay any amounts when due hereunder, your failure to comply with restrictions under this Agreement, including those set out in Section 3) by such party where such material breach is not cured during such notice period. Either party may also terminate this Agreement and all Order Forms, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings (provided such proceedings are not dismissed within one hundred twenty (120) days of such institution), (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business without a successor.

c. Vendors and Third Party Apps: Where Rocket.Chat relies on Vendors or Third Party Apps (as defined below) to provide 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 discontinue your use of the Services, function, or feature at any time (i) if the Vendor revokes the status of Rocket.Chat as an intermediary to provide You such Service, function, or feature; or (ii) at the request of the Vendor, such requests being at the discretion of the Vendor, without notice or liability.

Effect of Termination or Expiration. Termination or expiration shall not relieve You of the obligation to pay any fees or other amounts accrued or payable to Rocket.Chat including fees for the remainder of the Subscription Period(s) after an earlier termination. If Rocket.Chat terminates for cause, Customer will immediately pay all amounts due and payable for the remainder of the Subscription Period(s) without limiting Rocket.Chat's other rights and remedies. Without prejudice to any other rights, upon termination, You 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. You further acknowledge and agree that You will retrieve Your User Data or copies of Your User Data from Rocket.Chat within thirty (30) business days of the termination or expiration of these Customer Terms. Unless in accordance with our internal policies, contractual, legal, or other obligation, You acknowledge and agree that Rocket.Chat has the right to delete Your User Data, including any and all copies thereof. Your User Data, once deleted, will not be able to be recovered.

Privacy Policy

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

Modifications

As our business evolves, we may change these Customer Terms. If we make a material change to the Customer Terms, 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. You can review the most current version of the Customer Terms at any time by visiting this page. Any material revisions to these Customer Terms will become effective on the date set forth in our notice, and all other changes will become effective on the date we publish the change. If you use the Services after the effective date of any changes, that use will constitute your acceptance of the revised terms and conditions.

Waiver

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

Severability

The Customer Terms will be enforced to the fullest extent permitted under applicable law. If any provision of the Customer Terms 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 Customer Terms will remain in effect.

Assignment

You may not assign any of your rights or delegate your obligations under these Customer Terms, whether by operation of law or otherwise, without the prior written consent of us (not to be unreasonably withheld). We may assign these Customer Terms in their entirety (including all terms and conditions incorporated herein by reference), without your consent, to a corporate affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets.

Governing Law; Venue; Waiver of Jury Trial; Fees

Governing Law. Any dispute, controversy, or claim arising out of or in connection with these Terms shall be sought settled through negotiations in good faith. This Agreement and any disputes arising out of or related to this Agreement shall be governed by and construed in accordance with applicable law as outlined in Section, without regard to any conflict of law provisions. The terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to these Terms. The Uniform Computer Information Transactions Act (UCITA) will not apply to these Terms regardless of when or where adopted.

Applicable Law. All references to Rocket.Chat,' 'we,' or 'us' under the Contract, what law will apply in any dispute or lawsuit arising out of or in connection with the Contract, and which courts have jurisdiction over any such dispute or lawsuit, depending on where Customer is domiciled.

Domicile	Rocket.Chat Contract Entity	Governing Law	Venue
United States and other Countries	Rocketchat Technologies Corp.	Delaware, United States	Delaware, United States
Brazil	Rocketchat Tecnologia LTDA	Brazil	Porto Alegre, Rio Grande do Sul

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.

Attorneys' Fees. If any legal action or other proceeding is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and other costs incurred in the action or proceeding, in addition to any other relief to which the prevailing party may be entitled.

Dispute Resolution. In the event of any controversy or claim arising out of or relating to these Terms, the parties will consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties. If the parties do not reach a settlement within a period of sixty (60) days, either party may pursue relief as may be available under these Terms pursuant to Governing Law and Jurisdiction Sections. All negotiations pursuant to this Section will be confidential and treated as compromise and settlement negotiations for purposes of all rules and codes of evidence of applicable legislation and jurisdictions.

Injunctive Relief; Enforcement. Notwithstanding the provisions of Dispute Resolution and Governing Law Sections, nothing in these Terms will prevent us from seeking injunctive relief with respect to a violation of intellectual property rights, confidentiality obligations, or enforcement or recognition of any award or order in any appropriate jurisdiction.

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

Rocket.Chat Marketplace; Specific Provisions Rocket.Chat Marketplace is an online marketplace for plugins, addons and extensions ("Apps") that work with Rocket.Chat´s products. The following sections govern specific provisions regarding the Marketplace in the context of these Customer Terms.

App Listing The listing for each App will identify the provider of the App ("Vendor"), which may be Rocket.Chat or a third party. Apps for which Rocket.Chat is the Vendor are "Rocket.Chat Apps," and Apps for which the Vendor is a third party are "Third Party Apps".

Orders You can place Orders on the Marketplace. Your Order will identify the Vendor, your authorized scope of use of the App and license or subscription term, as applicable. For any Third Party App, you agree that Rocket.Chat is the Vendor's commercial agent and that you are required to make any related payments directly to Rocket.Chat, except where Third Party Apps may be enabled or paid for through a third party Vendor's own website and this is indicated in the App listing. Once you complete your Order, Rocket.Chat will provide you with access to the applicable Apps. Apps are provided on a license or subscription basis and you do not acquire any ownership rights in the Marketplace or the Apps. You may terminate your Order of an App under these Terms, for no reason or any reason, by providing notice of termination to us no later than fourteen (14) days after the Order date for such App. In the event you terminate your initial Order, we will refund you the amount paid under the Order for that App. This termination and refund right applies only to your initial Order of the App and only if you exercise your termination right within the period specified above, and does not apply to Additional Services or anything else. The Marketplace may also offer free trial periods for Apps. After expiration of the trial period, if you do not place an Order for the App, the App will cease to function and you must cease using and delete your copies of the App.

Usage of Apps Without limiting the disclaimers, restrictions or other provisions in these Terms of Use, usage of Apps is subject to license or subscription terms, privacy policies and other applicable terms specified by the Vendor ("Vendor Terms"). Vendor Terms are typically included on the App's listing page or presented through the Order process. You may not use an App if you do not agree to the relevant Vendor Terms.
Third Party Apps are subject to the third party's Vendor Terms, not Rocket.Chat Terms. By ordering, installing or enabling any Third Party App, you are entering into the Vendor Terms directly with the applicable third party Vendor. Any support and maintenance of Third Party Apps will be provided by the applicable Vendor to the extent described in the applicable Vendor Terms.

Access to Data If you place an Order for Apps, you authorize Vendors to access or use certain data in the applicable Rocket.Chat Products. This may include transmitting, transferring, modifying or deleting such data, or storing such data on Vendor or third party systems. For Rocket.Chat Apps, this access and use is covered by our privacy policy. Any third party Vendor's use of accessed data (whether data in the Rocket.Chat Products or separately collected from you or your device) is subject to the applicable Vendor Terms. You are solely responsible for your decision to permit any third party Vendor or Third Party App to access or use data to which you've granted access. It is your responsibility to carefully review the Vendor Terms, as provided by the applicable third party Vendor.

Notice Regarding Apple as a Third Party Vendor. You agree to be bound by the then-current Apple Business Register Terms of Use as found on Apple's website: https://register.apple.com/tou/abr/latest/en if you order, access, or use the applicable Apple services, functions, or features described therein in connection with Rocket.Chat Services. In addition, you acknowledge that these Terms are between You and Rocket.Chat only, not with Apple Inc. ("Apple"), and Apple is not responsible for the Services or the content thereof. Apple has no obligation to furnish any maintenance and support services with respect to the Services we provide you. To the maximum extent permitted by applicable law, Apple has no warranty obligations with respect to the Services. Apple is not responsible for addressing any claims by You or any third party relating to the Services or your possession and/or use of the Services, including: (a) product liability claims; (b) any claim that the Services fail to conform to any applicable legal or regulatory requirement; or (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third party claim that the Services and/or Your possession and use of the Services infringe a third party's intellectual property rights. Apple and Apple's subsidiaries are third party beneficiaries of these Terms, and upon Your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against You as a third party beneficiary of these Terms. You agree to comply with any applicable third party terms when using the Services. You hereby represent and warrant that: (i) You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties. At all times any personal information collected through use of the Services will be treated in accordance with Apple's Privacy Policy which can be viewed at: http://www.apple.com/legal/privacy/.

Responsibilities You represent and warrant that you have all necessary authority to enter into and be legally bound by these Customer Terms, Vendor Terms, to place any Orders and to authorize Vendors to access and use your data and information.

Marketplace Disclaimers and Liability Third party Vendors are solely responsible for their Apps and any related content or materials included in their Apps. Rocket.Chat has no liability or responsibility whatsoever for any Third Party Apps, even if Rocket.Chat has reviewed, certified, or approved the Third Party App. Any use of Third Party Apps is at your sole discretion and risk. Vendors are solely responsible for the information they provide. At any time, Rocket.Chat may remove an App from the Marketplace in accordance with applicable policies, and Vendors may also update, modify or remove their own Apps at any time. Rocket.Chat makes no guarantee that any Apps will work properly with Rocket.Chat Products as they change over time.

Entire Agreement

The Customer Terms, including any terms, subscriptions, or order forms incorporated by reference into the Customer Terms, constitute the entire agreement between you and us and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. To the extent of any conflict or inconsistency between the provisions in these Customer Terms and any pages referenced in these Customer Terms, the terms of these Customer Terms will first prevail, followed by the pages referenced in these Customer Terms (e.g., the Privacy Policy).

Contacting Rocket.Chat

Please also feel free to contact us if you have any questions about Rocket.Chat's Customer Terms. You may contact us at contact@rocket.chat or at our mailing address below:

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