Satellite Ground Station (SGS) User Agreement

Effective July 17th, 2023. Last Revised June 27th, 2025

This **Satellite Ground Station User Agreement** ("**Terms**") applies to your HBAR Satellite Ground Station system or any other satellite network or ground station available on the SpaceApp Connect® platform, data, and access of the SpaceApp websites, mobile apps, data, products, widgets, APIs, emails, online shopping and services (collectively, the "**Services**") including the offsite collection of data for those Services, such as our ads provided by SpaceApp.org ("**we**," "**us**," or "**our**"). Registered users of our Services are "Members" and unregistered users are "Visitors".

Before you begin using your **SGS** system and our services, please read and understand the terms and conditions outlined in this User Agreement carefully. By accessing or using the **SGS** equipment and platform at SpaceApp.org, you agree to be bound by the following terms and conditions:

1. Your Access to the Services.

No one under 18 is allowed to use or access the Services. Please read all notices and any Additional Terms carefully when you access the Services, Products and/or Forum.

By using the Services, you state that:

- You are at least 18 years old and over the minimum age required by the laws of your country of residence to access and use the Services.
- You are not barred from using the Services under all applicable laws; and
- You have not been permanently suspended or removed from the Services.

If you are accepting these Terms on behalf of another legal entity, including a business or government entity, you represent that you have full legal authority to bind such entity to these Terms.

2. Privacy.

Bahaus Dessau Informatika LLC (dba SpaceApp), **Privacy Policy** explains how and why we collect, use, and share information about you when you access or use our Services. You understand that through your use of the Services, you consent to the collection and use of this information as set forth in the **Privacy Policy**.

We do not require members to include sensitive data; you have choices about the information on your profile, such as your organization, education, work experience, photo, city or area and endorsements. You don't have to provide additional information on your profile; however, profile information helps you to get more from our Services. It's your choice whether to include sensitive information on your profile and to make that sensitive information public to other members or keep it private. Please do not post or add personal data to your profile that you would not want to be publicly available.

3. Your Use of the Services.

Subject to your complete and ongoing compliance with these Terms, Bahaus Dessau Informatika LLC (dba SpaceApp), grants you a personal, non-transferable, non-exclusive, revocable, limited license to: (a) install and use a copy of our mobile application associated with the Services that is obtained from a legitimate marketplace on a mobile device owned or controlled by you; and (b) access and use the Services. We reserve all rights not expressly granted to you by these Terms.

3.1. You agree to use our services only for lawful purposes and in accordance with all applicable laws and regulations.

3.2. You acknowledge and agree that the **HBAR SGS** platform involves the use of third-party satellite communications carrier data and that you are solely responsible for ensuring that your use of the data complies with all applicable laws and regulations.

3.3. You agree not to use our services in any manner that could damage, disable, overburden, or impair our **HBAR SGS** system and platform, or interfere with any other party's use and enjoyment of our services.

Except and solely to the extent such a restriction is impermissible under applicable law, you may not, without our written agreement:

3.4. license, sell, transfer, assign, distribute, host, or otherwise commercially exploit the Services or Content.

3.5. modify, prepare derivative works of, disassemble, decompile, or reverse engineer any part of the Services or Content; or

3.6. access the Services or Content to build a similar or competitive website, product, or service.

We are always improving our Services. This means we may add or remove features, products, or functionalities; we will try to notify you beforehand, but that won't always be possible. We reserve the right to modify, suspend, or discontinue the Services (in whole or in part) at any time, with or without notice to you. Any future release, update, or other addition to functionality of the Services will be subject to these Terms, which may be updated from time to time. You agree that we will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Services or any part thereof.

4. Your SpaceApp.org Account and Account Security.

To use certain features of our Services, you will be required to create an account at SpaceApp.org (an "**Account**") and provide us with a username, password, and certain other information about yourself as set forth in the **Privacy Policy**.

Members are account holders. You agree to: (1) use a strong password and keep it confidential; (2) not transfer any part of your account and (3) follow the law and our list of **Content Policy**.

You are solely responsible for the information associated with your Account and anything that happens related to your Account. However, if the Services were purchased by another party for you to use, the party paying for such Service has the right to control access to and get reports on your use of such paid Service; however, they do not have rights to your personal account

You must maintain the security of your Account and immediately notify SpaceApp.org if you discover or suspect that someone has accessed your Account without your permission. We recommend that you use a strong password that is used only with your Account.

You will not license, sell, or transfer your Account.

5. Notices and Messages.

You agree that we will provide notices and messages to you in the following ways: **(1)** within the Service, or **(2)** sent to the contact information you provided us (e.g., email, mobile number, physical address). You agree to keep your contact information up to date.

6. Members Services and Events.

SpaceApp may help connect Users or Members offering their products and services (software, apps, career coaching, technology, etc.) with Members seeking services or products. SpaceApp does not perform nor employs individuals to perform these services. You must be at least 18 years of age to offer, perform or procure these services. You acknowledge that SpaceApp.org does not supervise, direct, control or monitor Members in the performance of these services and agree that **(1)** SpaceApp is not responsible for the offering, performance or procurement of these services, **(2)** SpaceApp does not endorse any particular Member's offered services, and **(3)** nothing shall create an employment, agency, or joint venture relationship between SpaceApp and any Member offering services.

If you are a Member offering services, you represent and warrant that you have all the required licenses and will provide services consistent with our **Professional Community Policies**.

Similarly, SpaceApp.org may help you register for and/or attend events organized by Members and connect with other Users or Members who are attendees at such events. You agree that **(1)** SpaceApp.org is not responsible for the conduct of any of the Members or other attendees at such events, **(2)** SpaceApp.org does not endorse any particular event listed on our Services, **(3)** SpaceApp.org does not review and/or vet any of these events, and **(4)** that you will adhere to these terms and conditions that apply to such events.

7. Your Content.

The Services and Products may contain information, text, links, graphics, photos, videos, audio, streams, or other materials ("**Content**"), including Content created with or submitted to the Services and Products by you or through your Account ("**Your Content**"). We take no responsibility for and we do not expressly or implicitly endorse, support, or guarantee the completeness, truthfulness, accuracy, or reliability of any of Your Content.

By submitting Your Content to the Services and Products, you represent and warrant that you have all rights, power, and authority necessary to grant the rights to Your Content contained within these Terms. Because you alone are responsible for Your Content, you may expose yourself to liability if you post or share Content without all necessary rights.

You retain any ownership rights you have in Your Content, but you grant Bahaus Dessau Informatika LLC (dba SpaceApp), the following license to use that Content:

When Your Content is created with or submitted to the Services, you grant Bahaus Dessau Informatika LLC (dba SpaceApp), a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, transferable, and sublicensable license to use, copy, modify, adapt, prepare derivative works of, distribute, store, perform, and display Your Content and any name, username, voice, or likeness provided in connection with Your Content in all media formats and channels now known or later developed anywhere in the world. This license includes the right for us to make Your Content available for syndication, broadcast, distribution, or publication by other companies, organizations, or individuals who partner with SpaceApp.org You also agree that we may remove metadata associated with Your Content, and you irrevocably waive any claims and assertions of moral rights or attribution with respect to Your Content.

Any ideas, suggestions, and feedback about SpaceApp.org or our Services that you provide to us are entirely voluntary, and you agree that SpaceApp.org may use such ideas, suggestions, and feedback without compensation or obligation to you.

Although we have no obligation to screen, edit, or monitor Your Content, we may, in our sole discretion, delete or remove Your Content at any time and for any reason, including for violating these Terms, violating our **Content Policy** or if you otherwise create or are likely to create liability for us.

We may change, suspend or discontinue any of our Products and/or Services. We don't promise to store or keep showing any information and content that you've posted. SpaceApp is not a storage service. You agree that we have no obligation to store, maintain or provide you a copy of any content or information that you or others provide, except to the extent required by applicable law and as noted in our **Privacy Policy**.

8. Third-Party Content and Advertisements.

The Services may contain links to third-party websites, products, or services, which may be posted by advertisers, our affiliates, our partners, or other users ("**Third-Party Content**"). Third-Party Content is not under our control, and we are not responsible for any third party's websites, products, or services. Your use or buy of Third-Party Content is at your own risk and you should make any investigation you feel necessary before proceeding with any transaction in connection with such Third-Party Content.

The Services may also contain sponsored Third-Party Content or advertisements. The type, degree, and targeting of advertisements are subject to change, and you acknowledge and agree that we may place advertisements in connection with the display of any Content or information on the Services, including Your Content.

By using the Services, you may encounter content or information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. SpaceApp.org generally does not review all the content provided by our Members or others. You agree that we are not responsible for others' (including other Members') content or information. We cannot always prevent this misuse of our Services, and you agree that we are not responsible for any such misuse.

9. SpaceApp.org Don'ts.

When using or accessing SpaceApp.org, you must comply with these Terms and all applicable laws, rules, and regulations. In addition to what is prohibited in the **Content Policy**, you may not do any of the following:

9.1. Create a false identity on SpaceApp.org, misrepresent your identity, create a Member profile for anyone other than yourself (a real person), or use or attempt to use another's account;
9.2. Use the Services in any manner that could interfere with, disable, disrupt, overburden, or otherwise impair the Service;
9.3. Develop, support or use software, devices, scripts, robots or any other means or processes (including crawlers, browser plugins and add-ons or any other technology) to scrape the Services or otherwise copy profiles and other data from the Services;
9.4. Override any security feature or bypass or circumvent any access controls or use limits of the Service (such as caps on keyword searches or profile views);
9.5. Copy, use, disclose or distribute any information obtained from the Services, whether directly or through third parties (such as search engines), without the consent of SpaceApp.org
9.6. Disclose information that you do not have the consent to disclose (such as confidential information of others (including your employer));
9.7. Violate the intellectual property rights of others, including copyrights, patents, trademarks, trade secrets or other proprietary rights.
9.8. Violate the intellectual property or other rights of SpaceApp.org including, without limitation, (i) copying or distributing our learning videos or other materials or (ii) copying or distributing our technology, unless it is released under open-source licenses; (iii) using the word "SpaceApp.org I" or our logos in any business name, email;
9.9. Upload, transmit, or distribute to or through the Services any viruses, worms, malicious code, or other software intended to interfere with the Services, including its security-related features.
9.10. Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Services or any related technology that is not open source.
9.11. Rent, lease, loan, trade, sell/re-sell or otherwise monetize the Services or related data or access to the same, without SpaceApp consent.
9.12. Deep-link to our Services for any purpose other than to promote your profile or a Group on our Services, without SpaceApp.org 's consent;

9.13. Use bots or other automated methods to access the Services, add or download contacts, send or redirect messages;
9.14. Monitor the Services' availability, performance or functionality for any competitive purpose;
9.15. Engage in "framing," "mirroring," or otherwise simulating the appearance or function of the Services;
9.16. Overlay or otherwise modify the Services or their appearance (such as by inserting elements into the Services or removing, covering, or obscuring an advertisement included on the Services);
9.17. Interfere with the operation of, or place an unreasonable load on, the Services (e.g., spam, denial of service attack, viruses, gaming algorithms);
9.18. Violate the Professional Community Policies or any additional terms concerning a specific Service that are provided when you sign up for or start using such Service;
9.19. Gain access to (or attempt to gain access to) another user's Account or any non-public portions of the Services, including the computer systems or networks connected to or used together with the Services;
9.20. Use the Services to violate applicable law or infringe any person's or entity's intellectual property rights or any other proprietary rights;
9.21. Access, search, or collect data from the Services by any means (automated or otherwise) except as permitted in these Terms or in a separate agreement with SpaceApp.org; or
9.22. Use the Services in any manner that we reasonably believe to be an abuse of or fraud on SpaceApp.org or any payment system.

We encourage you to report content or conduct that you believe violates these Terms or our Content Policy. We also support the responsible reporting of security vulnerabilities. To report a security issue, please email customer.service@spaceapp.org

10. Moderators.

Moderating a Group(s) at SpaceApp Community is an unofficial, voluntary position that may be available to users of the Services. We are not responsible for actions taken by the moderators. We reserve the right to revoke or limit a user's ability to moderate at any time and for any reason or no reason, including for a breach of these Terms.

If you choose to moderate:

10.1 You agree that when you receive reports related to a Group you moderate, you will take appropriate action, which may include removing content that violates policy and/or promptly escalating to SpaceApp.org for review;
10.2 You are not, and may not represent that you are, authorized to act on behalf of SpaceApp.
10.3 You may not enter into any agreement with a third party on behalf of SpaceApp.org or any Group that you moderate, without our written approval;
10.4 You may not perform moderation actions in return for any form of compensation, consideration, gift, or favor from third parties;
10.5 If you have access to non-public information as a result of moderating a Group, you will use such information only in connection with your performance as a moderator; and
10.6 You may create and enforce rules for the Group(s) you moderate, provided that such rules do not conflict with these Terms.
10.7 Please provide an email address for us to contact you. While not always needed, certain security tools may require use of email address so that we can contact you and verify who you are as a moderator of your community.

SpaceApp reserves the right, but has no obligation, to overturn any action or decision of a moderator if SpaceApp in its sole discretion, believes that such action or decision is not in the interest of SpaceApp or the SpaceApp Community.

Where moderators consistently are in violation of these guidelines, SpaceApp may step in with actions to heal the issues, sometimes pure education of the moderator will do, but these actions could potentially include dropping you down the moderator list, removing moderator status, prevention of future moderation rights, as well as account deletion. We hope permanent actions will never become necessary.

11. Copyrights & Trademarks.

You agree to only provide content or information that does not violate the law nor anyone's rights (including intellectual property rights). You also agree that your profile information will be truthful. SpaceApp.org may be required by law to remove certain information or content in certain countries.

Bahaus Dessau Informatika LLC (dba SpaceApp), respects the intellectual property of others and requires that users of our Services do the same. We have a policy that includes the removal of any infringing material from the Services and for the termination, in appropriate circumstances, of users of our Services who are repeat infringers. If you believe that anything on our Services infringes a copyright or a trademark that you own or control, you may notify SpaceApp's by contacting:

Copyright Office Bahaus Dessau Informatika LLC (dba SpaceApp)
customer.service@spaceapp.org

If we remove Your Content in response to a copyright or trademark notice, we will notify you via SpaceApp.org's private messaging system. If you believe Your Content was wrongly removed due to a mistake or misidentification in a copyright notice, you can send a counter notification to our Copyright Office (contact information provided above).

12. Paid Services and Payment Information.

There are no fees for the use of many aspects of the Services. However, some services and products, may be available for purchase ("**Paid Services**").

If you purchase any of our paid Products and/or Services, you agree to pay us the applicable fees and taxes and to additional terms specific to the paid Services. Failure to pay these fees will result in the termination of your paid Services.

Also, you agree that: Your purchase may be subject to foreign exchange fees or differences in prices based on location (e.g. exchange rates). We may store and continue billing your payment method (e.g. credit card) even after it has expired, to avoid interruptions in your Services and to use to pay other Services you may buy.

If you purchase a subscription, your payment method automatically will be charged at the start of each subscription period for the fees and taxes applicable to that period. To avoid future charges, cancel before the renewal date.

We may calculate taxes payable by you based on the billing information that you provide us at the time of purchase.

SpaceApp may change the fees or benefits associated with the Paid Services from time to time with reasonable advance notice of material changes; provided, however, that no advance notice will be required for temporary promotions, including temporary reductions in the fees associated with the Paid Services. Notwithstanding the foregoing, any price changes or changes to your subscription plans will apply no earlier than 30 days following notice to you.

You may submit your debit card, credit card, or other payment information ("**Payment Information**") via our Services to purchase the Paid Services. We use third-party service providers to process your Payment Information. If you submit your Payment Information, you agree to pay all costs that you incur, and you give us permission to charge you when payment is due for an amount that includes these costs and any applicable taxes and fees. All transactions are final, and we do not refund or credit for partially used billing periods.

13. Intellectual Property.

The Services are owned and operated by Bahaus Dessau Informatika LLC (dba SpaceApp). The visual interfaces, graphics, design, compilation, information, data, computer code, products, services, trademarks, and all other elements of the Services ("**Materials**") provided by SpaceApp are protected by intellectual property and other laws.

All Materials included in the Services are the property of SpaceApp or its third-party licensors. You acknowledge and agree that you shall not acquire any ownership rights whatsoever by downloading Materials or by purchasing products. SpaceApp.org reserves all rights to the Materials not granted expressly in these Terms.

14. Indemnity.

Except to the extent prohibited by law, you agree to defend, indemnify, and hold SpaceApp its affiliates, and their respective, directors, officers, employees, affiliates, agents, contractors, third-party service providers, and licensors (the "SpaceApp.org Entities") harmless from and against any claim or demand made by any third party, and any related liability, damage, loss, and expense (including costs and attorneys' fees) due to, arising out of, or in connection with: (a) your use of the Services and Products, (b) your violation of these Terms, (c) your violation of applicable laws or regulations, or (d) Your Content. We reserve the right to control the defense of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims.

15. Disclaimers and Limitation of Liability.

Nothing in these Terms will prejudice the statutory rights that you may have as a user of the Services. Some countries, states, provinces or other jurisdictions do not allow the exclusion of certain warranties, or the limitation of liability as stated in this section, so the below terms may not fully apply to you. Instead, in such jurisdictions, the exclusions and limitations below shall apply only to the extent permitted by the laws of such jurisdictions.

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, LEGAL, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE SPACEAPP ENTITIES DO NOT WARRANT THAT THE SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR FREE. SPACEAPP DOES NOT CONTROL, ENDORSE, OR TAKE RESPONSIBILITY FOR ANY CONTENT AVAILABLE ON OR LINKED TO THE SERVICES OR THE ACTIONS OF ANY THIRD PARTY OR USER, INCLUDING MODERATORS AND/OR ADMINISTRATORS. WHILE SPACEAPP.ORG/ SPACEAPP ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF OUR SERVICES SAFE, WE DO NOT REPRESENT OR WARRANT THAT OUR SERVICES OR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

IN NO EVENT WILL ANY OF THE SPACEAPP.ORG/ SPACEAPP ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, OR LOST PROFITS ARISING FROM OR RELATING TO THESE TERMS OR THE SERVICES, INCLUDING THOSE ARISING FROM OR RELATING TO CONTENT MADE AVAILABLE ON THE SERVICES THAT IS ALLEGED TO BE DEFAMATORY, OFFENSIVE, OR ILLEGAL. ACCESS TO, AND USE OF, THE SERVICES IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR RESULTING LOSS OF DATA. IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE SPACEAPP ENTITIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS ($100) OR ANY AMOUNT YOU PAID SPACEAPP IN THE PREVIOUS SIX MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM.
THE LIMITATIONS OF THIS SECTION WILL APPLY TO ANY THEORY OF LIABILITY, INCLUDING THOSE BASED ON WARRANTY, CONTRACT, STATUTE, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF THE SPACEAPP ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF ANY REMEDY SET FORTH IN THESE TERMS IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE.

16. Governing Law and Venue.

To the fullest extent permitted by applicable law, any claims arising out of or relating to these Terms or the Services will be governed by the laws of the State of Delaware, without regard to its conflict of laws rules; all disputes related to these Terms or the Services will be brought solely in the federal or state courts located in the State of Delaware and you and SpaceApp.org consent to personal jurisdiction in these courts. If you are a U.S. city, county, or state government entity, then this Section 14 does not apply to you. If you are a U.S. federal government entity, any claims arising out of or relating to these Terms, or the Services will be governed by the laws of the United States of America without regard to its conflict of laws rules. To the extent permitted by federal law, the laws of Delaware (other than its conflict of law rules) will apply in the absence of applicable federal law. All disputes related to these Terms, or the Services will be brought solely in the federal or state courts located in the State of Delaware.

17. Changes to these Terms.

We may make changes to these Terms from time to time. If we make changes, we will post the revised Terms and update the Effective Date above. If the changes, in our sole discretion, are material, we may also notify you by sending an email to the address associated with your Account (if you have chosen to provide an email address) or by otherwise providing you with notice through our Services. By continuing to access or use the Services on or after the Effective Date of the revised Terms, you agree to be bound by the revised Terms. If you do not agree to the revised Terms, you must stop accessing and using our Services before the changes become effective.

18. Additional Terms.

Because we offer a variety of Services, you may be asked to agree to additional terms, policies, guidelines, or rules before using a specific product or service offered by SpaceApp.org (collectively, "**Additional Terms**").

19. Termination.

You may terminate these Terms at any time and for any reason by deleting your Account and discontinuing use of all Services. If you stop using the Services without deactivating your Account, your Account may be deactivated due to prolonged inactivity.

To the fullest extent permitted by applicable law, we may suspend or terminate your Account, moderator status, or ability to access or use the Services at any time for any or no reason, including for violating these Terms or our **Content Policy**.

20. Miscellaneous.

These Terms, together with the **Privacy Policy** and any other agreements expressly incorporated by reference into these Terms, constitute the entire agreement between you and us regarding your access to and use of the Services. Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect. You may not assign or transfer any of your rights or obligations under these Terms without our consent. We may freely assign any of our rights and obligations under these Terms.

These Terms are a legally-binding agreement between you and Bahaus Dessau Informatika LLC (dba SpaceApp), If you have any questions about these terms, please contact us

Bahaus Dessau Informatika LLC (dba SpaceApp),
customer.service@spaceapp.org