

INTUITIVE MACHINES TERMS & CONDITIONS OF USE

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PLEASE READ CAREFULLY BEFORE CONTINUING TO ACCESS, BROWSE OR USE THIS WEBSITE

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You accept these Terms by accessing or using this Website in any manner, even if you do not create an account at this Website. To respect the privacy of children and to comply with the Children's Online Privacy Protection Act, we do not knowingly provide products or services to children under the age of 18. This Website is a general audience site that is not designed nor intended to collect personal information from children. You represent and warrant that you are at least 18 years of age and of legal competence to enter into this agreement. If you are using this Website on behalf of your employer, you represent and warrant that you are authorized to accept these Terms on behalf of your employer.

THE SECTION OF THESE TERMS OF USE ENTITLED "BINDING ARBITRATION" CONTAINS A BINDING CLASS ACTION WAIVER. THIS SECTION AFFECTS YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES THAT YOU MAY HAVE WITH US. READ IT CAREFULLY.

Acceptance of Terms

These Terms of Use are a legally binding agreement between you, any third party to whom you provide or allow access to the Website or who otherwise benefits from your use of the Website (collectively, sometimes referred to herein as "you" or "your"), and Intuitive Machines. By accessing and using the Website and Services, you acknowledge that you have read, understood and agree to be bound by the Terms which form an agreement that is as effective as if you had signed it. If at any time you do not agree to the Terms, then you are not authorized to access, browse or use the Website and you must discontinue use of the Website immediately. Intuitive Machines may amend the Terms from time to time without notice to you, other than posting the amended Terms to the Website and changing the version number and date of the Terms of Use which is noted just below the first line of text that is the title of the Terms of Use. If you do not agree to the then-current Terms, you must immediately discontinue use of the Website. In addition, use of particular Services or information on the Website may be subject to additional terms and conditions that will be available in connection with such services and information. Unless otherwise agreed to in writing between you and Intuitive Machines, the Terms, as may be further amended, shall govern your use of the Website.

IF AT ANY TIME YOU DO NOT AGREE TO ALL OF THESE TERMS, THEN YOU ARE NOT AUTHORIZED TO ACCESS, BROWSE OR USE THE WEBSITE, AND YOU MUST DISCONTINUE USE OF THE WEBSITE IMMEDIATELY.

Use of the Website

We may terminate your right to and deny you access to the Website, or remove any material you have posted at the Website if, in our sole discretion, you fail to comply with any term or provision of these Terms, or for any other reason whatsoever. Except as otherwise provided herein, however, Intuitive Machines undertakes no obligation to police, supervise, or monitor materials posted to the Website by you or other third parties. In addition, use of particular

Services or information on the Website may be subject to additional terms and conditions that will be available in connection with such Services and information.

Prohibited Uses

Intuitive Machines imposes certain restrictions on your permissible use of the Website. You are prohibited from violating or attempting to violate any security features of the Website, including, without limitation, (a) accessing content or data not intended for you, or logging onto a server or account that you are not authorized to access; (b) attempting to probe, scan, or test the vulnerability of the Website, or any associated system, service or network, or to breach security or authentication measures without proper authorization; (c) interfering or attempting to interfere with service to any user, host, or network, including, without limitation, by means of submitting a virus to the Website, overloading, "flooding," "spamming," "mail bombing" or "crashing"; (d) using the Website to send unsolicited email, including, without limitation, promotions, or advertisements for products or services; (e) forging any TCP/IP packet header or any part of the header information in any email or post using the Website; or (f) attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by Intuitive Machines in providing the Website. Any violation of system or network security may subject you to civil and/or criminal liability. Without limiting the foregoing, you may not use "bots," spiders or intelligent agent software (or similar technologies) for any purposes other than accessing publicly posted portions of the Website and only for purposes consistent with these Terms. You may not circumvent any access or use restrictions, data encryption or content protection related to the Website. You may not data mine the Website or in any way cause harm to the Website.

Privacy Policy

Information that you provide to Intuitive Machines via the Website is subject to our Privacy Policy. For more information, please read our full [Privacy Policy \(link to Privacy Policy\)](#).

Disclaimer of Warranties

The content provided on the Website is intended for informational purposes only and is not intended to constitute an offer or solicitation. Intuitive Machines assumes no responsibility or liability for any actions taken as a result of using the Website, or for errors or omissions in the content of the Website.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. ALL USE OF THE WEBSITE, ANY INFORMATION, CONTENT, PRODUCTS, OR SERVICES HEREIN CONTAINED OR PROVIDED AT OR OBTAINED FROM THE WEBSITE, AND ANY FUNCTIONALITY OR SOFTWARE OR PROGRAMMING CONTAINED OR PROVIDED AT THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. INTUITIVE MACHINES EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF TITLE, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AS TO THE INFORMATION, MATERIALS, CONTENT, DATA, PRODUCTS OR SERVICES ON THE WEBSITE OR THE UNINTERRUPTED ACCESS PROVIDED TO OR IN CONNECTION WITH THE WEBSITE.

ALTHOUGH INTUITIVE MACHINES ATTEMPTS TO PROVIDE YOU WITH ACCURATE INFORMATION, THE WEBSITE IS INTENDED TO BE FOR INFORMATIONAL PURPOSES ONLY. PRODUCT AND OTHER INFORMATION, INCLUDING PRICING, AVAILABILITY, AND OTHER INFORMATION MADE AVAILABLE ON THE WEBSITE ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU AND MAY NOT BE ACCURATE, COMPLETE, CURRENT OR RELIABLE.

INTUITIVE MACHINES MAKES NO REPRESENTATION OR WARRANTY THAT (1) THE WEBSITE WILL MEET YOUR EXPECTATIONS, (2) THE WEBSITE CONTAINS ACCURATE, COMPLETE, CURRENT, ADEQUATE, USEFUL, CORRECT, TIMELY OR RELIABLE INFORMATION, (3) INTUITIVE MACHINES WILL UPDATE THE INFORMATION ON THE WEBSITE, (4) THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE (5) ANY ERRORS OR DEFECTS IN THE WEBSITE WILL BE CORRECTED, OR (6) THAT THE

WEBSITE IS SECURE, FREE FROM BUGS, VIRUSES, ERRORS, HARMFUL COMPONENTS OR OTHER ISSUES OR LIMITATIONS.

YOUR USE OF THE WEBSITE, PRODUCTS AND SERVICES ARE AT YOUR OWN RISK. WE EXPECT THAT YOU WILL USE CAUTION AND COMMON SENSE WHEN USING THE WEBSITE.

FURTHER, WITHOUT LIMITING THE FOREGOING, ALL INFORMATION PROVIDED ON THE WEBSITE IS WITHOUT WARRANTY AS TO ITS COMPLETENESS, TIMELINESS, ACCURACY, SUITABILITY OR AUTHENTICITY. YOU SHOULD CONDUCT YOUR OWN DUE DILIGENCE AS TO THE TRUTH, ACCURACY, COMPLETENESS, AND CONTINUING VALIDITY OF ANY INFORMATION SET FORTH IN OR REFERENCED ON THE WEBSITE. LIKEWISE, INTUITIVE MACHINES DOES NOT WARRANT THE ACCURACY OF ANY THIRD PARTY CONTENT CONTAINED WITHIN OR REFERRED TO ON THE WEBSITE, INCLUDING ANY LINKS TO THIRD PARTY WEBSITES. INTUITIVE MACHINES IS NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER.

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY IN WHOLE OR IN PART TO YOU. IN THAT EVENT, EXCEPT AS PROHIBITED BY LAW, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO 60 DAYS FROM THE DATE YOU FIRST ACCESS THE WEBSITE.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

THIS DISCLAIMER OF WARRANTIES AND LIABILITIES APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OR PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF OR USE OF RECORDS OR SERVICES, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE OR UNDER ANY OTHER CAUSE OF ACTION.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU AGREE THAT INTUITIVE MACHINES AND ITS AGENTS, DIRECTORS, SHAREHOLDERS, MEMBERS, PARTNERS, MANAGERS, OFFICERS, EMPLOYEES, INFORMATION PROVIDERS, VENDORS, ATTORNEYS OR AFFILIATES MAY NOT BE LIABLE TO YOU OR ANY THIRD PARTY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, GENERAL, COMPENSATORY, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE OF DATA, BUSINESS INTERRUPTION OR OTHER INTANGIBLE LOSSES (EVEN IF INTUITIVE MACHINES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (1) THE USE OR THE INABILITY TO USE THE WEBSITE; (2) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM THE USE OR INABILITY TO USE THE WEBSITE; OR (3) ANY OTHER MATTER RELATING TO THE WEBSITE, AND WITHOUT REGARD TO WHETHER SUCH DAMAGES, OR CLAIMS OF DAMAGES ARISE BASED IN CONTRACT, TORT OR OTHERWISE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. HOWEVER, IN THE EVENT THAT ANY OF THE ABOVE LIMITATIONS ARE HELD INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, INTUITIVE MACHINES' CUMULATIVE, AGGREGATE AND MAXIMUM LIABILITY FOR ANY CLAIMS SHALL NOT EXCEED \$1,000.

THE LIMITATIONS OF DAMAGES AND LIABILITY PROVIDED HEREIN ARE MATERIAL ELEMENTS OF THESE TERMS OF USE. YOU ACKNOWLEDGE AND AGREE THAT INTUITIVE MACHINES WOULD NOT BE ABLE TO PROVIDE THE WEBSITE WITHOUT SUCH LIMITATIONS.

If you are a California resident, you agree to waive California Civil Code Section 1542, and any similar provision in any other jurisdiction (if you are a resident of such other jurisdiction), which states: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Information Posted To The Website, Product Information, Specifications, Pricing, Renderings

Intuitive Machines' services, products and other information posted to the Website are subject to change at any time and may not be accurate, complete, current or reliable. You should not assume that Intuitive Machines has updated the information, materials or other content on the Website.

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Intuitive Machines, in its sole discretion, may terminate your license to use the Website for any reason without prior notice to you. You acknowledge and agree that Intuitive Machines may immediately bar your further access to the Website. Intuitive Machines will not be liable to you or any third party for any termination of your access and/or use of the Website.

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The Website may provide links to other World Wide Web sites or resources. Intuitive Machines has no control over or responsibility for such websites and resources. You agree that Intuitive Machines is not responsible for the availability of such external websites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, terms and conditions, or other Intuitive Machines content on or available from such websites or resources. However, we encourage you to read any applicable terms and conditions or privacy policies at such websites. Intuitive Machines provides these links to you only as a convenience and providing such links does not constitute an endorsement by Intuitive Machines of such websites or the content, products, advertising, or other materials presented on such websites, including any changes or updates thereto.

Notices

Notices to you may be delivered by email, by U.S. mail, or by general notice on the Website. The Website may also provide notices of changes to the Terms or other matters by posting notices or links to notices to you on the Website. Intuitive Machines is not responsible for keeping your email address, mailing address and/or phone number up to date and accurate.

Release and Indemnification

IN THE EVENT YOU HAVE A DISPUTE WITH ONE OR MORE USERS OF THE WEBSITE OR SERVICES (INCLUDING, BUT NOT LIMITED TO, ANY DISPUTE REGARDING ANY TRANSACTION OR USER GENERATED CONTENT) OR ANY THIRD PARTY WEBSITE THAT MAY BE LINKED TO OR OTHERWISE INTERACT WITH THE WEBSITE, INCLUDING, WITHOUT LIMITATION, ANY SOCIAL MEDIA SITE, YOU HEREBY AGREE TO RELEASE AND FOREVER DISCHARGE INTUITIVE MACHINES AND ITS AGENTS, DIRECTORS, SHAREHOLDERS, MEMBERS, PARTNERS, MANAGERS, OFFICERS, EMPLOYEES, INFORMATION PROVIDERS, SUPPLIERS, VENDORS, ATTORNEYS AND AFFILIATES (COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY AND ALL RIGHTS, CLAIMS, COMPLAINTS, DEMANDS, CAUSES OF ACTION, PROCEEDINGS, LIABILITIES, OBLIGATIONS, LEGAL FEES, COSTS AND DISBURSEMENTS OF ANY NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, WHICH NOW OR HEREAFTER ARISE FROM, RELATE TO, OR ARE CONNECTED WITH SUCH DISPUTE AND/OR YOUR USE OF THE WEBSITE AND/OR SERVICES, TO THE FULLEST EXTENT PERMITTED BY LAW.

YOU FURTHER AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, TO THE FULLEST EXTENT PERMITTED BY LAW, RELEASED PARTIES FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, EXPENSES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, UNLAWFUL USE OR OTHER MISUSE, OR INABILITY TO USE THE WEBSITE OR SERVICES, YOUR BREACH OF THESE TERMS, OR OTHERWISE RELATING TO THE BUSINESS WE CONDUCT ON THE WEBSITE (INCLUDING, WITHOUT LIMITATION, ANY POTENTIAL OR ACTUAL COMMUNICATION, TRANSACTION OR DISPUTE BETWEEN YOU AND ANY OTHER THIRD PARTY), ANY CONTENT POSTED BY YOU OR ON YOUR BEHALF TO THE WEBSITE, ANY USE OF ANY SERVICE PROVIDED BY A THIRD PARTY PROVIDER, OR ANY USE OF A SERVICE OFFERED BY US THAT INTERACTS WITH A THIRD PARTY WEBSITE, INCLUDING ANY SOCIAL MEDIA SITE. YOU SHALL COOPERATE AS FULLY AS REASONABLY REQUIRED IN THE DEFENSE OF ANY CLAIM. WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU AND YOU SHALL NOT SETTLE ANY MATTER WITHOUT OUR WRITTEN CONSENT. THIS SECTION SURVIVES TERMINATION OF THESE TERMS.

Force Majeure

We shall be not held liable for any delay or failure in performance of any part of these Terms from any cause beyond our control and without our fault or negligence, such as acts of God, pandemic, acts of civil or military authority, current laws and regulations and changes thereto, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, acts of hackers and other illegal activities of third

parties, inability to secure products or services of other persons or transportation facilities, acts or omissions of transportation or telecommunications common carriers, or acts, omissions, overloading, or slow-downs over the internet or any third party internet service providers.

Records

Except to the extent required by applicable law and as set forth in the Privacy Policy, Intuitive Machines has no obligation to store, maintain or provide to you any information that you provide to Intuitive Machines.

Disclosures

Intuitive Machines reserves the right to disclose any information, including personally identifiable information about you, as necessary to satisfy any applicable law, regulation, legal process or governmental request. Intuitive Machines reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing Intuitive Machines to disclose the identity of anyone publishing or otherwise making available any materials that are believed to violate this Agreement.

BY ACCEPTING THESE TERMS YOU WAIVE ALL RIGHTS AND AGREE TO HOLD INTUITIVE MACHINES HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY INTUITIVE MACHINES DURING OR AS A RESULT OF ITS INVESTIGATIONS OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER INTUITIVE MACHINES OR LAW ENFORCEMENT AUTHORITIES.

General Information

These Terms and the Privacy Policy constitute the entire agreement between you and Intuitive Machines and govern your use of the Website, superseding any prior proposal, representation, agreement, negotiation, offer, counteroffer, acceptance, understanding, or any contrary terms between you and Intuitive Machines. You also may be subject to additional terms and conditions that are applicable to certain services on the Website. These Terms and the Privacy Policy do not alter the terms and conditions of any other written or online agreement between you and Intuitive Machines. The failure of Intuitive Machines to exercise or enforce any right or provision of the Privacy Policy or these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use shall be found by a court of competent jurisdiction or otherwise deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity of the remaining Terms. You may not assign the Terms or any of your rights or obligations under the Terms without Intuitive Machines' express written consent. The Terms inure to the benefit of Intuitive Machines' successors, assigns and licensees. The section titles in these Terms of Use are for convenience only and have no legal or contractual effect.

Intuitive Machines shall be not held liable for any delay or failure in performance of any part of these Terms of Use from any cause beyond our control and without our fault or negligence, such as acts of God, acts of civil or military authority, current laws and regulations and changes thereto, embargoes, epidemics, pandemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, acts of hackers and other illegal activities of third parties, inability to secure products or services of other persons or transportation facilities, acts or omissions of transportation or telecommunications common carriers, or acts, omissions, overloading, or slow-downs over the internet or any third party internet service providers.

Except to the extent required by applicable law, you agree that any claim or cause of action arising out of or related to the use of the Website or the terms and conditions contained in these Terms of Use must be filed within one year after such claim or cause of action arose or the claim or cause of action shall be forever barred.

Governing Law and Venue for Resolving Disputes

These Terms of Use shall be governed by, and will be construed under, the laws of the State of Texas, U.S.A., without regard to choice of law principles. Those who choose to access the Website from locations outside of the United States do so on their own initiative, and are responsible for compliance with local laws if and to the extent local laws are applicable, including, without limitation, all applicable laws, rules and regulations regarding the transmission of data exported from the United States or the country in which you reside (if different from the United States).

BY AGREEING TO THESE TERMS YOU ARE: (1) WAIVING CLAIMS THAT YOU MIGHT OTHERWISE HAVE AGAINST INTUITIVE MACHINES BASED ON THE LAWS OF OTHER JURISDICTIONS, INCLUDING YOUR OWN; (2) IRREVOCABLY CONSENTING TO THE EXCLUSIVE JURISDICTION OF, AND VENUE IN, STATE AND FEDERAL COURTS IN THE STATE OF TEXAS OVER ANY DISPUTES OR CLAIMS YOU HAVE WITH US; AND (3) SUBMITTING YOURSELF TO THE PERSONAL JURISDICTION OF COURTS LOCATED IN HARRIS COUNTY, TEXAS FOR THE PURPOSE OF RESOLVING ANY SUCH DISPUTES OR CLAIMS.

Binding Arbitration

1. Arbitration Procedures. You and Intuitive Machines agree that, except as provided in Paragraph 4 below, all disputes, controversies and claims related to these Terms of Use, the Terms or your use of this Website (each a "Claim"), will be finally and exclusively resolved by binding arbitration, which may be initiated by either party by sending a written notice requesting arbitration to the other party. Any election to arbitrate by one party will be final and binding on the other. The arbitration will be conducted under the Streamlined Arbitration Rules and Procedures of AAA that are in effect at the time the arbitration is initiated (the "AAA Rules") and under the terms set forth in these Terms of Use. In the event of a conflict between the terms set forth in this Binding Arbitration Section and the AAA Rules, the terms in this Binding Arbitration Section will control and prevail.
2. Except as otherwise set forth in Paragraph 4 below, you may seek any non-injunctive remedies available to you under state or local laws in an arbitration action. As part of the arbitration, both you and we will have the opportunity for discovery of non-privileged information that is relevant to the Claim. The arbitrator will provide a written statement of the arbitrator's decision regarding the Claim, the award given and the arbitrator's findings and conclusions on which the arbitrator's decision is based. The determination of whether a Claim is subject to arbitration will be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Except as otherwise provided in these Terms of Use, (i) you and Intuitive Machines may litigate in court to compel arbitration, stay proceedings pending arbitration, or confirm, modify, vacate or enter judgment on the award entered by the arbitrator; and (ii) the arbitrator's decision will be final, binding on all parties and enforceable in any court that has jurisdiction, provided that any award may be challenged if the arbitrator fails to follow applicable law.

BY AGREEING TO THIS ARBITRATION PROVISION, YOU UNDERSTAND THAT YOU AND INTUITIVE MACHINES WAIVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.

3. Location. The arbitration will be conducted in Harris County, Texas, unless the parties agree to video, phone and/or internet connection appearances.
4. Limitations. You and Intuitive Machines agree that any arbitration will be limited to the Claim between Intuitive Machines and you individually. YOU AND INTUITIVE MACHINES AGREE THAT (A) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; (B) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY OR AS A PRIVATE ATTORNEY GENERAL; AND (C) NO ARBITRATION WILL BE JOINED WITH ANY OTHER ARBITRATION.
5. Arbitration Fees. The party seeking the Claim is responsible for the initial fees to AAA. All other fees and costs of the arbitration will be charged pursuant to the AAA Rules.
6. Severability. You and Intuitive Machines agree that if any portion of this Section is found illegal or unenforceable, except any portion of Paragraph 4, that portion will be severed and the remainder of the Paragraph will be given full force and effect. If Paragraph 4 is found to be illegal or unenforceable, then neither you nor Intuitive Machines will elect to arbitrate any Claim falling within that portion of the Section found to be illegal or unenforceable and such Claim will be exclusively decided by a court of competent jurisdiction within Harris County, Texas, and you and Intuitive Machines agree to submit to the personal jurisdiction of that court.

EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR YOUR USE OF THE SERVICE OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Modifications to the Website or Services

Intuitive Machines reserves the right at any time to modify or discontinue, temporarily or permanently, the Website and/or Services (or any part thereof) with or without notice in our sole discretion. You agree that Intuitive Machines shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Website and/or Services.

Changes to Terms of Use

As Intuitive Machines' business changes from time to time, these Terms of Use are expected to change. Intuitive Machines reserves the right to amend these Terms of Use at any time as provided herein. You should check the Website frequently to see the current Terms of Use in effect and any changes that may have been made to it. Your use of the Website is subject to these Terms of Use and Privacy Policy in effect at the most recent time of use. The provisions contained herein supersede all previous notices or statements regarding the Terms or use of the Website.

Questions or Concerns Regarding The Website

If you have any questions, concerns or comments about the Website or these Terms of Use, please contact us at privacy@intuitivemachines.com or you can write to us at Intuitive Machines, 3700 Bay Area Blvd., Sixth Floor – Suite 600, Houston, TX 77058, Attention: Privacy Team. For California residents, the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs may be contacted by telephone at (800) 952-5210 or (916) 445-1254 or by writing to the California Department of Consumer Affairs, Consumer Information Center at 1625 North Market Blvd., Suite N-112, Sacramento, California 95834.