

BLUFFS TERMS OF SERVICE

Last Amended: April 20th, 2026

IMPORTANT NOTICES – PLEASE READ CAREFULLY

PLEASE NOTE THAT THE TERMS OF SERVICE INCLUDES A PROVISION WAIVING THE RIGHT TO PURSUE ANY CLASS, GROUP OR REPRESENTATIVE CLAIM AND REQUIRING YOU TO PURSUE PAST, PENDING, AND FUTURE DISPUTES BETWEEN YOU AND US THROUGH INDIVIDUAL ARBITRATION UNLESS YOU OPT OUT WITHIN THE SPECIFIED TIME FRAME. FOR FURTHER DETAILS PLEASE SEE SECTION 21 (BINDING ARBITRATION AND CLASS ACTION WAIVER) BELOW.

PLEASE NOTE THAT THESE TERMS OF SERVICE INCLUDE A WAIVER OF THE RIGHT TO A JURY TRIAL. PLEASE SEE SECTION 22.2 BELOW.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICES OR THE TERMS MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM AROSE.

THE SERVICES (AS DEFINED IN SECTION 1.1) ARE ONLY AVAILABLE TO PERSONS WHO ARE AT LEAST EIGHTEEN (18) YEARS OF AGE AND WHO ARE PHYSICALLY LOCATED WITHIN THE UNITED STATES. HOWEVER, THE SERVICES ARE NOT AVAILABLE TO PERSONS PHYSICALLY LOCATED IN, THE FOLLOWING STATES: ARIZONA, LOUISIANA, MICHIGAN, AND SOUTH CAROLINA. PLEASE SEE SECTION 3 (ELIGIBILITY) FOR FURTHER ELIGIBILITY DETAILS.

THE SERVICES ARE NOT “REAL MONEY GAMBLING”. A DEPOSIT OF ANY KIND WILL NOT INCREASE YOUR CHANCE OF WINNING. THE SERVICES WHICH INCLUDE WITHOUT LIMITATION THE GAMES ARE INTENDED FOR RECREATIONAL AND ENTERTAINMENT PURPOSES ONLY AND ARE VOID WHERE PROHIBITED.

THE GAMES OFFERED BY THE COMPANY WHICH ARE LINKED TO THE APP ARE STRUCTURED AND ARE INTENDED TO CONSTITUTE CONTESTS OF SKILL AND THE OUTCOMES ARE DETERMINED BY SKILL ONLY AND NOT BY CHANCE. YOU CAN IMPROVE YOUR PERFORMANCE OVER TIME AND YOU ARE ABLE TO USE STRATEGY AND ANALYSIS WHEN PARTICIPATING IN THE GAMES. THERE IS A RISK OF FINANCIAL LOSS IN PARTICIPATING IN THE GAMES AND THERE ARE NO GURANTEED RETURNS. PLEASE PLAY RESPONSIBLY. PLEASE SEE SECTION 13 (RESPONSIBLE GAMEPLAY POLICY) FOR FURTHER DETAILS.

THE SERVICES ARE NOT TO BE USED FOR ANY FORM OF GAMBLING, WAGERING, SPORTS BETTING, OR ANY GAMES OF CHANCE. BY ACCESSING AND USING THE SERVICES, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE SERVICES WHICH INCLUDES WITHOUT LIMITATION THE GAMES DO NOT CONSTITUTE GAMBLING, WAGERING, SPORTS BETTING, OR ANY OTHER GAME OF CHANCE. YOU FURTHER AGREE NOT TO ASSERT, AND NOT TO PERMIT ANY THIRD PARTY TO ASSERT ON YOUR BEHALF, ANY CLAIM OR POSITION TO THE CONTRARY.

1. INTRODUCTION AND ACCEPTANCE OF TERMS

1.1 These Terms of Service ("**Terms**") constitute a legally binding agreement between you ("**you**," "**your**," or "**User**") and Damnbruh LLC, a Wyoming limited liability company ("**Damnbruh**," "**Operator**" "**Company**," "**we**," "**us**," or "**our**"). These Terms govern your access to and use of the Bluffs mobile application (the "**App**"), including any iMessage integration features, services, content, features, and functionality offered through the App (the "**App Services**") as well as the games provided by the Company through iMessage which is linked to the App (the "**Games**") which you can challenge your existing contacts directly through iMessage to play. In the Terms, the App, the App Services and the Games shall be collectively and individually referred to as the "**Service**" or "**Services**".

The Terms incorporate by reference the Game Rules , Responsible Gameplay Policy and all such other of our terms and conditions, rules or policies as they relate to any applicable part of the Services (e.g., rules for a particular Game, or any other condition of your use of the Services from time to time as made available by us).

In addition to the Terms of Service, you should also read our Privacy Policy carefully, which sets out how we collect and use your personal information.

1.2 On the earlier of, your: (i) download or installment of the App on your mobile or tablet device; (ii) access or use of the App Services or the Games; (iv) creation of an Account (as defined in Section 5.1); or (v) clicking "I Accept the Terms of Service" (or any other similar wording), you: (a) acknowledge that you have read and understood these Terms; (b) agree to be bound by these Terms and our Privacy Policy, (c) represent and warrant that you meet all eligibility requirements set forth in Section 3 (ELIGIBILITY).

1.3 IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT ACCESS OR USE THE SERVICE.

2. AMENDMENT OF TERMS AND SERVICES AMD MAINTENANCE

2.1 Damnbruh reserves the right, at its sole discretion, to amend these Terms at any time and any such amendment shall be binding and effective immediately. The most current version of these Terms will be posted on the App and will indicate the date of the last amendments and shall come into effect immediately.

2.2 If we amend the Terms, in a way that would limit your then current rights, or which is to your detriment, at our discretion, we may:

- (i) notify you by e-mail (to the email address associated with your Account at the time of such amendment),
- (ii) notify you through a notice on the App; or
- (iii) request your acceptance of the amended Terms.

If we notify you of any amendments in accordance with (1) or (2) above, your continued use of the Services will be deemed to be your acceptance of the amendments.

For the avoidance of doubt, if we amend the Terms in a way that would limit your then current rights, or which is to your detriment, we may still do so in accordance with Section 2.2

2.3 If you do not agree to any amendment of the Terms, your sole remedy is to uninstall the App, discontinue using the Service and close your Account.

2.4 It is your responsibility to ensure that you are aware of the correct, current terms and conditions of the Terms and we advise you to check for updates on a regular basis.

2.5 We may at any time add, modify, remove, discontinue or suspend the Services or any part thereof (including without limitation the Games) with immediate effect and without notice to you. In no event will we be liable to you for any loss, damage or liability suffered by you which results from any addition, modification, removal or suspension of the Services or any part thereof and for the avoidance of doubt you will have no claims with respect to such.

2.6 We may suspend access to parts of the Services or the entire Services for maintenance purposes. We will not be liable if, for any reason, any or the entire Services are unavailable at any time or for any period.

3. ELIGIBILITY

3.1 Age Requirements. You must be at least eighteen (18) years of age or the age of majority in your jurisdiction (whichever is higher) to use the Service, which includes without limitation, registering an Account. By using the Service, you represent and warrant that you meet this age requirement.

3.2 Geographic Restrictions. The Service is only available to persons who are physically located within the United States. However, the Service is not available to persons physically located in, the following states: Arizona, Louisiana, Michigan, and South Carolina.

3.3 Verification of Location. Damnbruh uses various methods to verify your location, which may include using GPS data, IP address verification, and other geolocation technologies. You must enable location services on your device to use the Service. If you disable location services, or if we are unable to verify your location, you will not be able to access certain features of the Service, including the ability to participate in the Games. You agree not to use VPNs, proxy servers, or any other methods to disguise or misrepresent your actual location.

3.4 Additional Eligibility Requirements. In addition to the age and geographic requirements above, you represent and warrant that: (a) you are a natural person (not a corporation, partnership, or other legal entity); (b) you can form legally binding contracts under applicable law; (c) you are legally allowed to use the Service; (d) you are not listed on any U.S. Government list of prohibited or restricted parties; (e) 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; (f) you are not listed on any relevant politically exposed persons (PEP) or sanctions lists; (g) you have not been previously suspended or removed from the Service; (h) you are using the Service for your own behalf and not on the behalf of any other person or entity; (i) you will use the Service only for your personal, non-commercial use and (j) you are not subject to backup withholding tax because: (i) you are exempt from backup withholding, (ii) you have not been notified by the Internal Revenue Service (IRS) that you are subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified you that you are no longer subject to backup withholding.

3.5 One Account Policy. You may only register and maintain one (1) Account. If we discover that you have registered or are using multiple Accounts ("**Duplicate Accounts**"), we reserve the right to: (a) suspend or terminate your original Account and all Duplicate Accounts; (b) suspend or terminate your Duplicate Accounts; and (c) take any other action we deem appropriate at our discretion.

3.6 Employees and Affiliates. You shall not use the Service if: (i) you are an employee, officer director, contractor, supplier, vendor, consultant, service provider, representative, or agent of Damnbruh (the restriction applies during the period of your engagement and one year thereafter); or (ii) you are an immediate family member (spouse, parents, siblings, children) or a household member of any of the foregoing in 3.6 (i).

3.7 No Legal Advice or Assurances. You acknowledge and agree that we are unable to provide you with any legal advice or assurances and that registering an Account or using the Services is lawful in the jurisdiction which applies to you. It is solely your responsibility to always ensure that you comply with the laws which apply to you. You are subject to the laws of the jurisdiction in which you reside as well as the jurisdiction from which you access or use the Services. Access and use of the Services may not be legal for some or all residents of, or persons present in, certain jurisdictions. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

3.8 We do not intend for the Services to be used by persons present in jurisdictions in which participation may be prohibited or restricted. You agree that the availability of the Services does not constitute an offer, solicitation, or invitation by us for the use of the Services in any jurisdiction in which such activities are prohibited or restricted. If you choose to access the Services, you do so at your own risk. You hereby agree that we cannot be held liable if laws applicable to you restrict or prohibit your participation in any of the Services. If you open an Account or access or use the Services while located in a jurisdiction that prohibits such activities, you will be in violation of the law of such jurisdiction and the Terms, and we may terminate or suspend your Account.

4. SKILL-BASED GAMING DISCLAIMER

4.1 Nature of Service. THE GAMES OFFERED ARE SKILL-BASED. THE GAMES ARE NOT "REAL MONEY GAMBLING". A DEPOSIT OF ANY KIND WILL NOT INCREASE YOUR CHANCE OF WINNING.

All Games offered through the Service are games of skill in which the outcome is determined entirely by the relative skills of the participants, not by chance. The Games include, but may not be limited to, pool, cup pong, golf, and chess simulations.

4.2 How Skill Determines Outcomes. In each Game offered, success depends upon the participants' ability to apply strategy, critical thinking, aim, timing, and decision-making skills. Participants who practice and develop their skills will have a significant advantage over less skilled participants. There are no random number generators, dice rolls, card shuffles, or any other chance-based mechanisms that can determine the outcome of the Games.

4.3 Acknowledgment of Risk. YOU ACKNOWLEDGE AND AGREE THAT: (a) PARTICIPATING IN SKILL-BASED GAMES FOR REAL MONEY INVOLVES A RISK OF FINANCIAL LOSS; (b) YOUR SUCCESS DEPENDS ON YOUR SKILL RELATIVE TO OTHER PARTICIPANTS; (c) THERE IS NO

GUARANTEE THAT YOU WILL WIN ANY GAME OR RECOVER ANY FUNDS WHICH YOU DEPOSIT OR USE FOR THE PARTICIPATION COST ON THE GAMES; (d) YOU SHOULD ONLY PLAY WITH FUNDS YOU CAN AFFORD TO LOSE; AND (e) DAMNBRUH MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING YOUR LIKELIHOOD OF WINNING OR LOSING.

5. ACCOUNT REGISTRATION, ACCOUNT SECURITY

5.1 Account Creation. To access and use the App Services and the Games, you must register an account with the Company through the App ("**Account**"). We do not charge you for registering an Account.

5.2 Provision of Registration Information. When you register an Account, you must provide us with the information which we request or which you are prompted to complete. You must ensure that the information provided when registering an Account is accurate and truthful. Furthermore, you agree that you shall keep such registration information up to date, and you agree that if any of the registration information has changed you will promptly update the registration information. You can access and amend your own Account information on the App.

If you provide any information that is untrue, inaccurate, not current, or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, we reserve the right to suspend or terminate the Account, in addition to any other actions that we may deem necessary.

5.3 Only you may use your Account Your Account must only be used by you and you agree that that you will not transfer or share your Account username or password with another person, nor will you let anyone else access or use your Account. You may not "co-own" or "co-use" an Account. You shall not allow or permit anyone to use your Account. We shall not be liable for any loss or damage resulting from another person using your Account.

5.4 You do not own your Account. You understand that you have no right, title or property interest in or to your User Account.

5.5 Account Limits. We may apply a limit to account registrations, for example one account per tablet, personal computer, IP address or mobile device. Furthermore, we may place additional limits on your Account, at our discretion.

5.6 Confidentiality. It is your responsibility to maintain the confidentiality of your Account (including without limitation your username and password), the payment and deposit instruments which you use, and you are responsible for ensuring that they are only accessible by you. We shall not be liable for any loss or damage resulting from your failure to maintain such confidentiality.

5.7 Two-Factor Authentication. Damnbruch may offer or require two-factor authentication ("**2FA**") for your Account. If 2FA is offered, we strongly encourage you to enable it. If 2FA is required, you must set up and maintain 2FA .

5.8 You are Responsible for the activities through your Account. You understand that you accept full responsibility for all activities through your Account which includes without limitation any unauthorized use of your Account and any activity linked to your Account. Any activity carried out through your Account shall be deemed to have been carried out by you.

5.9 Communications through your Account. You acknowledge and agree that we may assume that any communications received through your Account or the email address associated with your Account have been made by you.

5.10 Account Security. If you become aware that or have reasons to believe that the security of your User Account is threatened or may have been compromised or breached (which includes without limitation any loss, theft or unauthorized disclosure of your password or username), you agree that you shall notify us immediately via email at support@damnbruh.com.

5.11 Refusal of Registration. We reserve the right to refuse to register an Account or suspend or terminate an Account at our discretion including without limitation if we suspect or determine that the Account registered by you is not in your name.

5.12. Limits and Refusal to accept entrance into Games. Furthermore, we may place limits on your Account, at our discretion which includes without limitation refusing your entry into any of the Games.

5.13. Circumvention. You agree that you shall not circumvent or attempt to circumvent these Terms or the Service or otherwise interrupt or attempt to interrupt the operations of the Services (collectively and individually, a "Circumvention Act"). If we determine, at our sole discretion, that you have engaged, or attempted to engage, in any Circumvention Act, or to commit fraud with regard to the Service, then, in such an event, we reserve the right to institute civil or criminal proceedings against you and to report you to the relevant authorities.

6. VERIFICATION CHECKS

6.1 You agree that at any time, which includes without limitation, when you register an Account, we shall be entitled to conduct any verification checks (including, but not limited to, identification checks, age verification checks, know your customer checks, credit background checks, source of wealth checks, Politically Exposed Persons checks, sanction checks, deposit method checks, withdrawal method checks and prevention of financial crime checks) that we deem necessary or that are required under applicable laws or regulations. You agree that we may use third party service providers to run the verification checks.

6.2 You may be required to provide us with information and documentation which we request, which may include without limitation information regarding your location, a valid mailing address, date of birth, government identifiers, proof of your address, source of wealth, source of funds, passport identification, governmental issued identification documents and social security number.

6.3 You acknowledge and agree that the information and documentation which you provide to the Company (at any time) is true, accurate and complete and you will immediately inform us of any change to such information and documentation. If the information or documentation is not true, accurate and complete we may terminate or suspend your Account.

6.4 Pending our completion of the verification checks to our satisfaction, we may suspend or terminate your Account or your access to the App Services and Games.

6.5 In the event that any verification checks are not completed to our satisfaction, including but not limited to, due to your failure to provide any documentation or information and in the form required by us which we require within 20 days of our request for such documentation or information or you fail any verification checks, we may at our discretion, terminate, suspend or otherwise restrict your Account or your access to the App Services and Games.

7. DEPOSITS AND WITHDRAWALS

Deposits

7.1 To participate in the Games you must deposit real money in your Account. You may only pay the Entry Fee with respect to a Game if you have sufficient cleared real money funds in your Account.

7.2 You can find the payment instruments by which we accept deposits in the Help and Support section of the App. We are entitled to withdraw or restrict deposit instruments at any time without notice or liability to you.

7.3 You can only deposit into your Account in United States Dollars.

7.4. There may be a minimum deposit amount placed by your payment instrument.

7.5 We may impose minimum and maximum deposit limits, including without limitation which may vary based on your Account status, verification level, or other factors. There is a current general deposit minimum of \$5. We reserve the right to modify deposit limits at any time.

7.6 Your payment instrument may charge you a fee for depositing with us.

7.7 You agree that you will not make or attempt to make any charge-backs or deny or reverse any payment that you have made to us and you hereby agree that you will reimburse the Company for any charge-backs, denial or reversal of payments you make and any loss suffered by the Company as a consequence thereof.

7.8 We are not a bank, and you may not use your Account to hold funds which are not intended to be used to play on the Games. Funds in your Account do not bear interest and no credit will be offered by us.

7.9 You may only deposit funds into your Account from a payment instrument where you are the named account holder and that you are legally authorized to use.

7.10 Should you make repeated deposits and withdrawals without commensurate participation in the Games we reserve the right to pass on to your Account, without prior notice, any bank charges we have incurred before closing the Account.

7.11 Account facilities are provided to you solely to enable you to participate in the Games. If you, for whatever reason, appear to be depositing or withdrawing money without genuine play, you will be liable to have your Account suspended and the circumstances investigated. This may result in a report to the necessary authorities and the Account being closed.

7.12 Except as required by applicable law, all deposits are final and non-refundable. However, we reserve the right to issue refunds or credits at our sole discretion in exceptional circumstances, but we are under no obligation to do so.

7.13 Funds held in your Account do not earn interest. We are not a bank or other financial institution, and your Account is not a bank account or other type of financial account.

Withdrawals

7.14 You cannot withdraw your deposits. Deposits must be used to participate in the Games and won to be eligible for withdrawal.

7.15 You can only withdraw your cleared real money winnings. provided that: (i) all deposits made into your Account have been confirmed as cleared and have not been charged-back, reversed or otherwise cancelled; (ii) the amount that you request to withdraw is less than or exactly equal to the cleared real money winnings in your Account;

(ii) we have completed our Verification Checks to our satisfaction (please see Section 6 (Verification)). Where we have requested information from you to carry out these Verification Checks any delay in providing this information may cause delay when withdrawing funds;

(iii) we are not required to withhold payments of your winnings by applicable law; (iv) there is currently no ongoing, or completed (except where completed and decided in your favour), investigation:

(a) into an error, interruption or malfunction involving any aspect of the Services which you have used; or (b) where we have reasonable grounds to believe you have engaged in a Prohibited Activity (as defined in Section 12).

7.16 Subject to Section 7.15, your bank and other factors beyond our control, we may process your withdrawal within 1-3 working days from when we receive your withdrawal request has been made to process your withdrawal.

7.17 You can find the payment instruments by which we accept withdrawals in the Help and Support section of the App. We are entitled to withdraw or restrict withdrawal instruments at any time without notice or liability to you.

7.18 You can only withdraw from your Account in United States Dollars.

7.19 There is a minimum withdrawal amount of ten (10) United States Dollars. In addition, there may be a minimum and maximum withdrawal amount placed by your payment instrument.

7.20 We may impose minimum and maximum withdrawal limits, including without limitation, which may vary based on your Account status, verification level, or other factors. In addition, we reserve the right to impose a limit on the number of withdrawal requests that may be submitted by you within any 24-hour period.

7.21 We reserve the right to modify withdrawal limits at any time.

7.22 Your payment instrument may charge you a fee for withdrawing from your Account. We do not charge processing fees for withdrawing from your Account.

7.23 Withdrawal payments can only be made in the name of and to the registered Account holder..

7.24 **Payment Method Verification.** Damnbruh reserves the right to verify that any payment method used to deposit funds into your Account or to withdraw funds from your Account is legally owned by you. If we are unable to verify ownership of a payment method, or if we have reason to believe a payment method is being used fraudulently, we may suspend or terminate your Account.

8. DORMANT ACCOUNT

We shall deem your account as dormant if you have not participated in a Game, made a deposit or made a withdrawal from your Account (the "Account Actions") for a period of 18 (eighteen) consecutive months or to the extent permitted by applicable state law ("Dormant Account"). Subject to applicable law if your Account is deemed by us as Dormant Account, we will charge you an administration fee of two (2) United States Dollars a month ("Dormant Account Administration Fee") until the earlier of: (i) you participating in a Game, making a deposit or making a withdrawal from your account; or (ii) the Account balance reaching 0.00 USD. We will make reasonable efforts to inform you that your account shall be deemed by us as a Dormant Account through either the email address associated with your Account or to the physical address associated with your Account, at least thirty (30) days prior to implementing the first Dormant Account Administration Fee.

Please Note: If you are registered in the state of Colorado, Indiana or Massachusetts, your account shall be deemed by us to be a Dormant Account if you have failed to engage in any Account Actions for three (3) consecutive years, rather than the eighteen (18) consecutive months as stated in the paragraph above.

Funds remaining in a Dormant Account that is legally determined to be abandoned, pursuant to the applicable laws of the relevant state, shall be deemed to be in an "Abandoned Account". Funds in the Abandoned Account will be reported and remitted in accordance with state law. Once funds have been remitted to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must comply with applicable laws governing the same.

9. NO LEGAL ADVICE; WE ARE NOT A FINANCIAL INSTITUTION

9.1 You acknowledge and agree that we are unable to provide you with any legal advice or assurances and that registering an Account and using the Services are lawful in the jurisdiction you are located in. It is solely your responsibility to always ensure that you comply with the laws which apply to you.

9.2 We are not a financial institution, and you will not treat us as a financial institution. You will not receive any interest on your deposits and the funds held in your Account. You are strictly prohibited from utilizing the Services to facilitate arbitrage through currency exchange transactions, and a violation of this prohibition may result in any winnings being forfeited and deducted from your balance without warning or notification.

10. TAX; NO TAX ADVICE

10.1 **Payment of Taxes.** You are solely responsible for reporting and paying any taxes owed or imposed on any of your deposits and winnings to the appropriate governmental or tax authorities. This includes without limitation any taxes, duties, levies, imposts, fines or similar governmental assessments, including sales and use taxes, value-added taxes, goods and services taxes, excise, business, service, and similar transactional taxes imposed by any jurisdiction and the interest and penalties thereon (collectively and individually the "Taxes"). Taxes shall not be deducted or withheld by you from your deposits, except as required by law or regulation, in which case you shall increase the amount deposited as necessary so that after making all required deductions and withholdings, we receive and retain (free from any Tax liability) an amount equal to the amount we would have received had no such deductions or withholdings been made.

We reserve the right to withhold and deduct from your winnings or withdrawals all amounts as we are required by applicable law or regulation. Any such amount deducted and withheld by the Company shall be deemed paid to you for all purposes hereunder.

10.2 **Tax Reporting.** Each year all winners who have won 2,000 USD (two thousand United States Dollars) or more during the previous year must provide to us updated address and social security details as well as any other information or documentation we require. These details will be used to allow us to comply with tax regulations and may be shared with appropriate tax authorities. By agreeing to the Terms, you agree to provide us with any such documentation and information as may reasonably be required by us.

10.3 **No Tax Advice.** We do not provide advice regarding tax matters nor should any statement in the Terms be construed as tax advice. If you wish to seek advice regarding tax matters, please contact appropriate advisors.

11. HOW TO PLAY THE GAMES, GAME RULES, ENTRY FEE AND OPERATOR FEE

11.1 **Game Rules.** The Game Rules explain to you how the Games operate and how they are played.

11.2 **Entry Fee.** Information regarding the entry fee which you place, with respect to the Games ("**Entry Fee**") is located in the Game Rules.

11.4 **Operator Fee Charged to You.** Information regarding the Operator Fee which we will charge you for participating in the Games is located in the Game Rules.

12. PROHIBITED ACTIVITY

12.1 Prohibited Activity. You shall not use the Services for any fraudulent, illegal or unlawful activity ("**Prohibited Activity**"). A non-exhaustive list of examples of Prohibited Activity can be found below (the list also applies to any attempt to engage in any of the following activities):

(1) if we discover or have reason to believe that you have engaged in any fraud or attempted to defraud with respect to the Services;

(2) if we discover or have reason to believe that you have used IP proxying (for example using a VPN or similar technology) or other methods to disguise your location or the place of your location;

(3) if we discover or have reason to believe that you have used the Services commercially, for benchmarking or to compile information for a product or service which includes but is not limited to a competing product or service to the Services;

(4) if we discover or have reason to believe that you have circumvented geographical restrictions placed by us;

(5) if we discover or have reason to believe that you introduced viruses, Trojans, worms, logic bombs, spyware, malware, malicious code, or other similar material to the Services;

(6) if we discover or have reason to believe that you have scraped, indexed, framed or copied the Services or any part thereof;

(7) if we discover or have reason to believe that you have used any assistance programs or software including without limitation the use of artificial intelligence, automated players (bots) or player assistance software with respect to the Services;

(8) if we discover or have reason to believe that you have engaged in any form of cheating or collusion with respect to the Services;

(9) if we discover or have reason to believe that you have taken advantage of any error, malfunction or bug in the Services

(10) if we discover or have reason to believe that your deposits or withdrawals are linked to any money laundering;

(11) if we discover or have reason to believe that you have in any way interfered, interrupted, or manipulated the operation of the Services or the normal running of any of the Services;

(12) if we discover or have reason to believe that you have used the Services in an unfair manner, including without limitation if you have cheated, colluded, or taken unfair advantage of us, the Services, or any other end-user of the Services;

(13) if we discover or have reason to believe that you are depositing or withdrawing money, or otherwise using the Services, without genuine play on the Games;

(14) if we discover or have reason to believe that your Account is being used for the benefit or on behalf of a third party or if you are using the Services other than for your own private and non-commercial use (including without limitation if you are using any third party's account);

(15) if we discover or have reason to believe that you have used the Services in a fraudulent manner, for illegal or unlawful purposes;

(16) if the name on your Account differs from the name on the payment method used to make deposits or withdrawals to your Account;

(17) if we discover or have reason to believe that you have in any way interfered, interrupted, or manipulated the operation of the Services or the normal running of any of the Services;

(18) if we discover or have reason to believe that you have sought to make commercial use of the whole or any part of the Services including without limitation the information or data provided through the Services;

(19) if we discover or have reason to believe that you have in any way interfered, interrupted, or manipulated the operation of the Services or the normal running of any of the Services;

(20) if we have received a "charge back", "denial", "reversal" or "return" notification via a deposit instrument with respect to a deposit which you make;

(21) if you provide incorrect, incomplete, or misleading information or documentation while registering for an Account or afterwards;

(21) if we discover or have reason to believe that you have allowed or enabled someone else to use or access your Account;

(23) if we discover or have reason to believe that you have opened Duplicate Accounts; or

(23) if we discover or have reason to believe that you are depositing money into your Account which originates from criminal or other illegal activities.

12.2 Investigation of Prohibited Activity. We reserve the right to investigate suspected Prohibited Activity, and you will fully co-operate with us with respect to such investigation.

12.3 Consequences of Prohibited Activity. If we discover or have reason to believe (at our sole discretion), that you have engaged or attempted to engage in any Prohibited Activity, we may take any action we deem appropriate, including but not limited to: (a) issuing a warning; (b) suspending or terminating your Account; (c) reporting your conduct to law enforcement authorities, online service providers, banks, credit card companies, electronic payment providers or other financial institutions of your identity; (d) pursuing any other legal remedies available to us; and (e) take any other action we deem appropriate at our discretion.

12.4 No Liability for Prohibited Activity. We cannot guarantee that we will be able to detect and prevent Prohibited Activity. You acknowledge and agree that you use the Services at your own risk, and we shall not be liable for any losses you may suffer as a result of another end-user's Prohibited Activity.

13. RESPONSIBLE GAMEPLAY POLICY

For more information about Responsible Gaming please see the Responsible Gameplay Policy.

14. INTELLECTUAL PROPERTY

14.1 Damnbruh Intellectual Property. You acknowledge and agree that all intellectual property rights in and to the Service including without limitation all software, content, features, functionality, graphics, designs, text, images, logos, trademarks, service marks, trade names, design rights, database rights, layout, look and feel, gameplay data and other materials made available through the Service (collectively and individually, "**Damnbruh Content**") are owned by Damnbruh or its licensors and are protected by copyright laws, international copyright treaties, and other intellectual property laws and treaties.

14.2 Limited License. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to: (a) download, install, and use the App on a mobile device or tablet device that you own or control; and (b) access and use the Service for your personal, non-commercial purposes. This license does not include the right to: (i) modify, adapt, translate, or create derivative works of the Services which for the avoidance of doubt includes without limitation the Damnbruh Content; (ii) reverse engineer, disassemble, decompile, or attempt to derive the source code of the Services which for the avoidance of doubt includes without limitation the Damnbruh Content; (iii) remove, alter, or obscure any copyright, trademark, or other proprietary notices found on the Services; (iv) use the Service which for the avoidance of doubt includes without limitation the Damnbruh Content, for any commercial purpose or for the benefit of any third party; (v) copy, redistribute, publish, reverse engineer, decompile, disassemble, modify, translate or make any attempt to access the source code to create derivative works of the source code with respect to the Service which for the avoidance of doubt includes without limitation the Damnbruh Content; (vi) sell, assign, sublicense, transfer, distribute or lease the Service which for the avoidance of doubt includes without limitation the Damnbruh Content; and (vi) use the Service in any manner that could damage, disable, overburden, or impair the Service.

14.3 User Generated Content. You may be able to submit, post, upload, share, or transmit content or materials through the Service (by way of example only, profile information, communications with other end-users of the Services, with our end-user support, whether privately or publicly, music, text, graphics, software, video clips, photographs, public messages, ideas, and comments) ("**User Generated Content**"). Any User Generated Content will be considered non-confidential and non-proprietary. By providing User Generated Content, you grant us, our affiliates, and either of the foregoing's successors and assigns, as well as any of their service providers, licensees and partners and each of the foregoing's licensors, successors, and assigns the right to use, reproduce, modify, perform, create derivative works, translate display, distribute, sell, exploit, perform and otherwise disclose to third parties any such User Generated Content for any purpose, without restriction, and without compensation to you. You represent and warrant that: (i) you own or control all rights in and to your User Generated Content; (ii) you have the right to grant the license

granted above to us our affiliates and each of the foregoing's licensees, successors and assigns; and (iii) all of your content does and will comply with the Terms.

You understand and acknowledge that you are solely responsible for any User Generated Content you submit or contribute, and you, not the Company, has full responsibility for such User Generated Content, including without limitation its legality, reliability, accuracy, and appropriateness. User Generated Content becomes public information and can be collected, and used by others, and may result in the receipt of unsolicited messages from third parties. We discourage you from posting any personal information that can be used to identify or locate you or others, such as user addresses, e-mail addresses, or phone numbers. IF YOU CHOOSES TO POST ANY PERSONALLY IDENTIFABLE INFORMATION ON OR THROUGH THE SERVICES, YOU DO SO AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE ARE NOT RESPONSIBLE OR LIABLE TO ANY PERSON OR THIRD-PARTY FOR THE USER GENERATED CONTENT OR ACCURACY OF ANY CONTRIBUTIONS POSTED BY ANY END-USER OF THE SERVICES.

14.4 Chat Feature. As part of your use of the Services, the Company may provide you with a chat feature via which you will be able to communicate with our end-user support. The Company reserves the right to review the chat and to keep a record of all statements made on such facility. Your use of the chat facility is subject to the following rules: (i) you shall not make any statements that are sexually explicit or offensive, including without limitation those relating to bigotry, racism, hatred or profanity; (ii) you shall not make statements that are intimidating, abusive, defamatory or harassing or insulting; (iii) you shall not make any statements that are fraudulent, unlawful or which breach any law or regulation.

14.5 Feedback. If you provide Damnbruh with any suggestions, ideas, comments, feedback, or other information regarding the Service ("**Feedback**"), you assign to Damnbruh all rights in such Feedback and agree that Damnbruh shall have the right to use and fully exploit such Feedback in any manner without any obligation, royalty, or restriction.

14.6 Publicity and Release. By using or engaging with the Service, unless prohibited by law, you irrevocably permit, authorize, grant, and license to the Company, its affiliates and either of the forgoing's successors and assigns, as well as any of their service providers, licensees and partners the right to display, publicly perform, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, exploit, sell, rent, license, otherwise use, and permit others to use, your name, username, image, likeness, age, appearance, avatar, voice, opinions, videos, User Generated Content and photographs in perpetuity and all materials created by or on behalf of the Company that incorporate any of the foregoing in perpetuity throughout the universe in any medium or format whatsoever now existing or hereafter created in connection with: (i) the marketing or promotion of any entity of the Company's services, activities or offerings; or (ii) the development, production, distribution, marketing, promotion or exploitation of the Services as well as any of our future offerings.

You agree that engaging with the Service, constitutes complete compensation for the permit, authorization, grant, and license provided by you in this Section 14.6 and you agree not to seek any further consent or any royalty, payment, or other compensation.

14.7 Trademarks. The trademarks, registered trademarks, tradenames and any product or service names, logos, or slogans that may appear on the Services are the property of Damnbruh or its licensors and shall not be copied, altered, imitated, or used, in whole or in part, by you, without the prior written permission of Damnbruh. You shall not remove any trademarks, registered trademarks, tradenames, any product or service names, logos, slogans, copyright or other proprietary notices, legends, symbols or labels that may appear on the Services

15. TERMINATION AND SUSPENSION

15.1 Termination by You. You may terminate your Account by using the account closure feature within the App. Any negative balance on your Account will become immediately due and payable to us, and your Account will not be closed until the relevant amount owed to us is paid in full. If there is no negative balance on your Account, upon closure of your Account, you may request the withdrawal of any positive balance of real money funds in your Account. Such funds shall be remitted to you through a payment instrument we determine subject to us completing any verification and compliance checks we deem necessary including but not limited to whether there has been an error, interruption or malfunction involving any aspect of the Services which you have used; or where we believe you have engaged in a Prohibited Activity. If our verification and compliance checks conclude that any sums should be deducted from your real money funds balance on your Account, you acknowledge and agree that we may deduct such sums. In the event that following the deduction, you have a negative balance on your Account, such negative balance will become immediately due and payable to us. You shall be responsible for all activity on your Account, until your Account has been terminated.

15.2 Termination or Suspension by Us. In addition, to the provisions under which we have the right to terminate or suspend your Account, we reserve the right to suspend or terminate your Account if:

(i) for any reason we decide to discontinue to provide the Services in general or specifically to you;

(ii) you are in breach of any provision in the Terms or we reasonably suspect that you are in breach of any provision of the Terms (including without limitation any breach of any warranty, representation undertaking and covenant, acknowledgement or agreement which you provide); or

(iii) we are required to do so by law or legal process.

15.3 Effects of Termination by Us.

15.3.1 If we terminate the Terms under Section 15.2(i), any negative balance on your Account will become immediately due and payable to us. If there is no negative balance on your Account, upon closure of your Account, we shall remit to you any positive balance of real money funds in your Account. Such funds shall be paid to you through a payment instrument we determine subject to us completing any verification and compliance checks we deem necessary including but not limited to whether there has been an error, interruption or malfunction involving any aspect of the Services which you have used or

where we believe you have engaged in a Prohibited Activity. If our verification and compliance checks conclude that any sums should be deducted from your real money funds balance on your Account, you acknowledge and agree that we may deduct such sums. In the event that following the deduction, you have a negative balance in your Account such negative balance will become immediately due and payable by you to us.

15.3.2 If we terminate the Terms under Sections 3.5 (a) or (b), 3.8, 5.2, 5.11, 6.3, 6.4, 6.5, 7.23, 12.3 (b), 15.2 (ii) or 15.2 (iii) we may withhold and retain and you shall forfeit all funds in your Account.

15.5.3 If we do not withhold and retain the funds in your Account under Section 15.3.2, we may withhold and retain the funds in your Account which are in any way related to the reason for termination. In such event, any negative balance in your Account will become immediately due and payable to us. If there is no negative balance in your Account, upon closure of your Account, we shall remit to you any positive balance of real money funds in your Account (minus any funds withheld and retained by us under this Section). Such funds shall be paid to you through a payment instrument we determine subject to us completing any verification and compliance checks we deem necessary including but not limited to whether there has been an error, interruption or malfunction involving any aspect of the Services which you have used; or;

where we believe you have engaged in a Prohibited Activity. If our verification and compliance checks conclude that any further sums should be deducted from your real money funds balance on your Account, you acknowledge and agree that we may deduct such sums. In the event that following the deductions detailed in this Section, you have a negative balance in your Account such negative balance will become immediately due and payable by you to us.

15.4 Further consequences of termination of your Account. In the event of termination of your Account: (i) all licenses granted to you under the Terms shall immediately terminate; (ii) you must cease using the Services; (iii) all Games which you are playing and are still in progress will be terminated; and (iv) you must delete the App from your devices. For the avoidance of doubt, if your Account is terminated, the Terms will automatically terminate with respect to you and if the Terms are terminated with respect to you, your Account will automatically terminate.

15.5 This Section 15 does not prejudice any of our rights. The rights set out in in this Section 15 are without prejudice to any other rights or remedies that we may have under the Terms or otherwise.

15.6 Suspension of your Account. If we suspend your Account, you will not be able to play the Games, deposit into your Account and withdraw from your Account. For the avoidance of doubt, if your Account is suspended we may still terminate your Account under the Terms.

15.7 Surviving provisions. Any provisions hereof which expressly or by their nature are required to survive termination or expiration of the Terms in order to achieve their purpose shall so survive until it shall no longer be necessary for them to survive in order to achieve that purpose. Without derogating from the generality of the foregoing Sections 9 (NO LEGAL

ADVICE; WE ARE NOT A FINANCIAL INSTITUTION), 10 (TAX; NO TAX ADVICE). 14.1 and 14.3-14.7 (INTELLECTUAL PROPERTY), 15.1 (if applicable), 15.3 (if applicable), 15.4 and 15.5 (Effects of Termination by Us), 16 (DISPUTES), 17 (ERRORS AND MALFUNCTIONS), 18 (DISCLAIMERS), 19 (LIMITATION OF LIABILITY), 20 (INDEMNIFICATION), 21 (BINDING ARBITRATION AND CLASS ACTION WAIVER), 22 (GENERAL PROVISIONS) and 23 (APPLE-SPECIFIC TERMS) of the Terms of Service as well as any provisions relating to our ownership rights, our warranty disclaimers and any of our limitations of liability and exclusions of our liability, shall survive termination of the of the Terms.

16. DISPUTES

16.1 In the event of a discrepancy between the result showing on your device and the result shown on our records, the result showing on our records will be the official and governing result.

16.2 In the event that you have a complaint you can contact our Customer Support by e-mail: support@damnbruh.com. When contacting Customer Support, you must use the email address associated with your Account at the time you send the complaint or claim (as applicable). You must also include your username, your full name associated with the Account, a detailed explanation of your complaint or claim (as applicable) and all relevant information and supporting materials relating to your complaint or claim (as applicable) including any relevant dates, times and screenshots. Your failure to submit such details may result in a delay in our ability to identify and respond to your complaint or claim (as applicable) in a timely manner.

16.3 Customer Support will review your claim and will endeavor to provide you with its decision within 20 days of you submitting your claim or complaint (as applicable). In exceptional circumstances, we may take a further 20 days (i.e. 40 days in total) to review your claim and provide you with the Company's decision.

16.4 Our decisions shall be final and binding, subject to your right to invoke the process detailed in Section 21 (BINDING ARBITRATION AND CLASS ACTION WAIVER).

17. Errors and Malfunctions

17.1 Error or Malfunction. In the event of any error made by us or on our behalf (whether, technical, human or otherwise) or any malfunction we reserve the right to: (i) to correct the error relating to the amount of the Entry Fee for the Game and resettle the Entry Fee at the correct amount; or (ii) declare the relevant Game void and return to your Account the Entry Fee you have placed on such voided Game.

17.2. Incorrect Crediting of Funds. If funds are incorrectly credited to your account as a result of an error or malfunction (or if any sum is otherwise incorrectly credited to your Account)): (i) you are obliged to notify us, as soon as you become aware of this; (ii) we reserve the right to deduct or reverse any incorrectly applied funds from your Account; (iii) If you use incorrectly credited funds to place any Entry Fee on any Game, we reserve the right to void such Entry Fee and deduct or reverse any winnings from your Account; (iv) you agree

to repay to us immediately upon request from us the amount which has been incorrectly credited or over credited to you and any related winnings.

17.3 Incorrect Deduction of Entry Fees. If any Entry Fee is incorrectly deducted from your Account: (i) you are obliged to notify us, as soon as you become aware of this; (ii) we reserve the right to void such Entry Fees and deduct or reverse any winnings from your Account; (iii) if any Entry Fee is placed using winnings related to any Entry Fee which have been incorrectly deducted from your Account, we reserve the right to void such Entry Fee and deduct or reverse any winnings; (iv) you agree to repay to us immediately upon request from us the amount which has been incorrectly credited or over credited to you and any related winnings; (v) you agree to repay to us immediately upon request from us the amount of winnings related to the incorrect deduction of any Entry Fee.

17.4 No liability for loss of Winnings. We shall not be liable for any loss of winnings (and any other loss) resulting from an error or malfunction.

18. DISCLAIMERS

18.1 AS-IS AND AS-AVAILABLE. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED AND STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT OR PROPRIETARY RIGHTS. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICES, SECURITY OF THE SERVICES, OR OTHERWISE.

18.2 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE MAKE NO WARRANTY: (I) THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (II) THAT THE SERVICES WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE BASIS; (III) THAT THE SERVICES WILL BE FREE FROM VIRUSES, WORMS, TROJAN HORSES, KEYBOARD LOGGERS, SPYWARE, ADWARE, MALWARE, OTHER HARMFUL OR MALICIOUS COMPONENTS, OR OTHER DEFECTS; (IV) THAT DEFECTS OR ERRORS IN THE SERVICES WILL BE CORRECTED; (V) AS TO THE ACCURACY, RELIABILITY OR USE OF ANY INFORMATION, CONTENT OR DATA PROVIDED ON OR THROUGH THE SERVICES; (VI) THAT THE SERVICE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

18.3 NO GUARANTEE OF WINNINGS. DAMNBRUH MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING YOUR LIKELIHOOD OF WINNING OR LOSING ANY GAMES.

18.4 Third-Party Websites, Services or Applications. The Service may contain links to third-party websites, services, or applications that are not owned or controlled by Damnbruh. Damnbruh has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party applications, websites or services. You acknowledge and agree that Damnbruh shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such websites, applications or services. A link from the Services does not constitute an

endorsement by us of the use of that link, the company or organization behind that link or the contents of the application, website or services reached using that link.

18.5 Technical Issues and Disconnections. Damnbruh is not responsible for any technical issues or disruptions, including but not limited to failures of internet connectivity issues, disconnections (whether caused by internet service provider outages, network failures, wi-fi interruptions, cellular data disruptions, device connectivity issues, server maintenance, or any other cause), device malfunctions or hardware failures. You acknowledge that you are solely responsible for ensuring a stable internet connection and that Damnbruh shall not be liable for any loss, damage, cost, expense, or other consequence arising from any disconnection or technical issue. If you experience a disconnection or technical issue during your participation in a Game, you assume all risk of any resulting adverse outcome, including but not limited to loss of fees, forfeiture of the Game, or other financial loss. Damnbruh is under no obligation to refund, credit, or otherwise compensate you for any losses arising from disconnections or technical issues, regardless of the cause. Notwithstanding the foregoing, if a technical issue affects a Game, Damnbruh may, in its sole discretion, declare the relevant Game void and return to your Account the Entry Fee you have placed on such voided Game.

19. LIMITATION OF LIABILITY

19.1 USE OF THE SERVICES IS AT YOUR SOLE RISK. YOU AGREE THAT YOUR ACCESS AND USE OF THE SERVICE IS AT YOUR SOLE RISK.

19.2 LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DAMNBRUH, BE RESPONSIBLE OR LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS AND LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOST REVENUE, ATTORNEY'S FEES, INCOME, GOODWILL, USE OF DATA OR OTHER INTANGIBLE LOSSES INCLUDING WITHOUT LIMITATION WITH RESPECT TO:

- (I) YOUR ACCESS, USE, OR THE INABILITY TO USE, THE SERVICES;**
- (II) ANY ACT OR OMISSION BY US;**
- (III) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER END-USERS OF THE SERVICES OR THIRD PARTIES;**
- (IV) ANY CONTENT OBTAINED FROM THE SERVICES;**
- (V) ANY UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR DATA;**
- (VI) ANY OPINIONS, VIEWS, ADVICE, STATEMENTS OR OTHER CONTRIBUTIONS POSTED ON OR THROUGH THE SERVICES (INCLUDING, WITHOUT LIMITATION, ANY USER GENERATED CONTENT OR IN ANY INTERACTIVE AREAS OF THE SERVICES BY ANY PERSON OR ENTITY; OR**
- (VII) ANY OTHER MATTER RELATING TO THE SERVICES.**

19.3 LIMITATION OF LIABILITY BY AMOUNT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY'S AGGREGATE LIABILITY TO YOU FOR ANY CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES SHALL EXCEED THE GREATER OF: (I) THE TOTAL AMOUNT OF THE OPERATOR FEE WHICH WE HAVE CHARGED YOU WITH RESPECT TO THE GAMES IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM; OR (B) ONE HUNDRED UNITED STATES DOLLARS (\$100.00).

19.4 YOU HAVE ONE YEAR TO FILE A CLAIM AFTER SUCH CLAIM AROSE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICES OR THE TERMS MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM AROSE.

19.5 ADDITIONAL LIMITATION OF LIABILITY. THE LIMITATIONS AND EXCLUSIONS OF LIABILITY IN THIS SECTION 19 (LIMITATION OF LIABILITY) SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE.

19.6 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ALL RIGHT TO HAVE DAMAGES MULTIPLIED OR INCREASED.

19.7. ADDITIONAL DISCLAIMERS WITHIN THE SERVICES. ADDITIONAL DISCLAIMERS MAY APPEAR WITHIN THE SERVICES AND ARE INCORPORATED HEREIN BY REFERENCE. TO THE EXTENT ANY SUCH DISCLAIMERS PLACE GREATER RESTRICTIONS ON YOUR USE OF THE SERVICES, SUCH GREATER RESTRICTIONS SHALL APPLY.

19.8 STATE/JURISDICTION VARIATIONS. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH STATES/JURISDICTIONS, OUR LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

19.9 CALIFORNIA RESIDENTS. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES:

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.

19.10 IF YOU ARE NOT A CALIFORNIA RESIDENT. IF YOU ARE NOT A CALIFORNIA RESIDENT, YOU WAIVE YOUR RIGHTS UNDER ANY STATUTE OR COMMON LAW PRINCIPLE SIMILAR TO CALIFORNIA CIVIL CODE SECTION 1542 THAT GOVERNS YOUR RIGHTS IN THE JURISDICTION OF YOUR RESIDENCE.

19.11 WHAT HAPPENS IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATIONS OF LIABILITY TO APPLY TO YOU. IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATIONS OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

20. INDEMNIFICATION

20.1 You agree to indemnify, defend, and hold harmless the Company and its affiliates and each of the foregoing's officers, directors, employees, shareholders, stockholders, agents, partners, licensors, subcontractors, suppliers and representatives from and against all claims, demands liabilities, damages, losses, costs and expenses (whether direct, indirect, special, consequential, exemplary or punitive or other and including legal fees and attorney fees) and any other charges whatsoever, howsoever caused arising out of or relating to:

(a) your access of the Service;

(b) your use of the Service;

(b) your breach of these Terms (including without limitation any breach of any warranty, representation undertaking and covenant, acknowledgement or agreement which you provide);

(c) your User Generated Content or its use;

(d) your communications with other end-users of the Services or any other engagement between you and any other end-users of the Services;

(e) your breach of applicable laws or regulations;

(f) any activity on your Account;

(g) your infringement of any third party rights including without limitations any intellectual property rights,

(h) your violation of any rights of any other person or entity; or

(i) the payment of any funds from you to us.

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 claim without our prior written consent.

21. BINDING ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THIS SECTION 21 CAREFULLY BECAUSE IT MAY SIGNIFICANTLY IMPACT YOUR LEGAL RIGHTS, INCLUDING REQUIRING YOU AND THE COMPANY TO ARBITRATE CERTAIN DISPUTES AND CLAIMS ON AN INDIVIDUAL BASIS AND LIMITS THE MANNER IN WHICH YOU AND THE COMPANY CAN SEEK RELIEF FROM EACH OTHER.

THIS SECTION 21 (BINDING ARBITRATION AND CLASS ACTION WAIVER) SHALL BE CONSTRUED UNDER AND BE SUBJECT TO THE FEDERAL ARBITRATION ACT, NOTWITHSTANDING ANY OTHER CHOICE OF LAW SET OUT IN THE TERMS OF SERVICE.

By agreeing to the Terms and to the extent permitted by applicable law, you and the Company agree that any and all past, present and future disputes, claims or causes of action between you and the Company arising out of or relating to the Terms, the Services, the formation of the Terms or any other dispute between you and the Company and whether arising prior to or after your agreement to this Section 21, (each a "Dispute") will be governed by the procedure detailed below in this Section 21.

You and the Company further agree that any arbitration pursuant to this Section 21 shall not proceed as a class, group or representative action.

21.1 Informal Dispute Resolution. Prior to your filing of a claim against the Company, you hereby agree that you will try and resolve the Dispute informally by contacting us at support@damnbruh.com. Similarly, prior to the Company filing a claim against you, the Company agrees that the Company will try and resolve the Dispute informally by contacting you through the e-mail address associated with your Account at the time of the Dispute (if such email has been provided). If a Dispute has not been resolved within 45 days of the email stating that there is a Dispute is sent, you or the Company, may start the arbitration proceeding as detailed below.

21.2 Agreement to Arbitrate. By agreeing to the Terms, and to the extent permitted by applicable law, you and the Company each and both agree to resolve any Dispute – including any Dispute concerning the enforceability, validity, scope or severability of this agreement to arbitrate – through final and binding arbitration as detailed in this Section 21.

30 Day Opt-Out of the Agreement to Arbitrate. YOU HAVE THE RIGHT TO OPT-OUT OF THE BINDING ARBITRATION AND CLASS ACTION WAIVER PROVISION SET FORTH ABOVE WITHIN THIRTY (30) DAYS FROM THE DATE YOU FIRST CONSENT TO THE Terms (the "Opt-Out Deadline"). You may, at your discretion, opt out by sending written notice by e-mail to support@damnbruh.com with the subject line "ARBITRATION OPT-OUT" and including your first and last name, email address and postal address stating that you reject this arbitration agreement.

By opting out of the agreement to arbitrate in this Section 21, you will not be prevented from playing the Games, but you and the Company will not be allowed to invoke the mutual agreement to arbitrate to resolve any Dispute under the Terms otherwise provided herein.

In the event you exercise your right to opt out of the agreement to arbitrate, the limitations and restrictions applicable to litigation that are set out in this Section 21 shall continue to apply to you.

If you opt out of this agreement to arbitrate and at such time, you were bound by an existing agreement to arbitrate any Dispute arising out of or related to the Terms or your use of or access to the Services, that existing arbitration agreement will remain in full force and effect.

This means that if you are bound by an agreement to arbitrate at the time you opt out of this one, that prior agreement to arbitrate will continue to apply to you.

ANY OPT-OUT REQUEST RECEIVED AFTER THE OPT-OUT DEADLINE WILL NOT BE VALID AND USERS MUST PURSUE THEIR DISPUTE THROUGH BINDING ARBITRATION.

21.4 Arbitration Procedures and Fees. You and the Company agree that JAMS ("JAMS") will administer the arbitration under its Comprehensive Arbitration Rules and Procedures ("JAMS Rules") in effect at the time the arbitration is sought. The JAMS Rules are available at www.jamsadr.com.

Except as provided in Section 21.6, the arbitration shall proceed on an individual basis and shall be handled by a sole arbitrator in accordance with those rules; provided that the parties shall be presented with a list of five potential arbitrators and shall rank those potential arbitrators in order of preference. JAMS shall select the arbitrator with the highest combined preference.

You and the Company agree that, unless and only to the extent prohibited under JAMS Rules or applicable law, the arbitration will be held in Wilmington, the State of Delaware in the USA or, at either party's election, the arbitration will be conducted telephonically or through other remote electronic means.

The JAMS Rules will govern payment of all arbitration fees. The arbitrator shall be authorized to award any remedies, including injunctive relief, that would be available to you in an individual lawsuit and that are not waivable under applicable law.

EXCEPT AS OTHERWISE PROVIDED BELOW, NO DISPUTE MAY BE BROUGHT AS A CLASS ACTION AND YOU DO NOT HAVE THE RIGHT TO PARTICIPATE AS A MEMBER OF A CLASS ACTION WITH RESPECT TO ANY DISPUTE.

The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. The arbitrator's decision shall be final and binding on You and the Company and may be entered as a judgment in any court of competent jurisdiction. Each party shall bear its own costs in connection with any arbitration proceedings. The parties shall equally share the fees of the arbitration and the arbitrator.

21.5 Proceedings Requiring Three Arbitrators. Notwithstanding anything to the contrary in Section 21.4 if either party either seeks a monetary award in excess of five hundred thousand dollars (\$500,000) or seeks an equitable form of relief that would significantly impact other Company end-users, in each case as reasonably determined by either party, the parties agree that such arbitration will proceed on an individual basis but will be handled by a panel of three (3) arbitrators and take place pursuant to the JAMS Rules .

Each party shall select one neutral arbitrator, with the third neutral arbitrator selected in accordance with the JAMS Rules. That third arbitrator shall serve as chair of the arbitral panel and must be a retired judge with experience in arbitrating or mediating disputes.

In the event of disagreement as to whether the threshold for a three-arbitrator panel has been met, the sole arbitrator appointed in accordance with this Section 21.5 shall make that determination. If the arbitrator determines a three-person panel is appropriate, the

arbitrator may – if selected by either party or through the JAMS selection process – participate in the arbitral panel. You and the Company agree that any award issued by a three-arbitrator panel may be appealed in accordance with the JAMS Optional Arbitration Appeal Procedures at either party's election.

21.6 Batch Arbitration. To increase the efficiency of administration and resolution of arbitrations, in the event 25 (twenty five) or more similar arbitration demands against the Company are presented by or with the assistance or coordination of the same law firm or organization or group of law firms or organizations working in coordination are submitted to JAMS, the JAMS Mass Arbitration Procedures and Guidelines ("JAMS Mass Arbitration Rules") shall apply. In such event, the JAMS Process Administrator (as described in the JAMS Mass Arbitration Rules) shall have the authority to implement the procedures set forth in the JAMS Mass Arbitration Rules, including the authority to batch, consolidate, or otherwise group together individual arbitration demands into a single coordinated proceeding.

All provisions of this Section 21 that are not in conflict with the JAMS Mass Arbitration Rules, including the qualifications for the arbitrators, shall continue to apply.

21.7 Class Action and Collective Arbitration Waiver. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR THE COMPANY SHALL BE ENTITLED: TO CONSOLIDATE, JOIN OR COORDINATE DISPUTES BY OR AGAINST OTHER INDIVIDUALS OR ENTITIES; TO PARTICIPATE IN ANY GROUP, CLASS, COORDINATED, CONSOLIDATED, OR COLLECTIVE OR MASS ARBITRATION OR LITIGATION (EXCEPT SOLELY AS JUST STATED IN SECTION 21.6); TO ARBITRATE OR LITIGATE ANY DISPUTE IN A REPRESENTATIVE CAPACITY, INCLUDING AS A REPRESENTATIVE MEMBER OF A CLASS; TO ARBITRATE OR LITIGATE ANY DISPUTE IN A PRIVATE ATTORNEY GENERAL CAPACITY; OR OTHERWISE TO SEEK TO RECOVER LOSSES OR DAMAGES (WHETHER FOR YOURSELF OR OTHERS) INCURRED BY A THIRD PARTY. IN CONNECTION WITH ANY DISPUTE (AS DEFINED ABOVE), ANY AND ALL SUCH RIGHTS ARE HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVED.

NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THE TERMS, IN THE EVENT ALL OR ANY PORTION OF SECTIONS 21.5, 21.6 OR 21.7 OF THIS SECTION 21 (BINDING ARBITRATION AND CLASS ACTION WAIVER) ARE FOUND TO BE INVALID OR LESS THAN FULLY ENFORCEABLE IN A PARTICULAR DISPUTE, THEN THE PARTIES' AGREEMENT TO ARBITRATE (BUT NOT THOSE PROVISIONS OF SECTION 21 APPLICABLE TO LITIGATION) MAY BE DEEMED VOID AND AS HAVING NO EFFECT FOR PURPOSES OF THAT DISPUTE, UPON EITHER PARTY'S ELECTION.

21.8. Confidentiality. Except as may be required by law, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without prior written consent of both parties.

21.9 Exceptions to Agreement to Arbitrate for Temporary Relief. NOTWITHSTANDING THE OTHER PROVISIONS OF THIS SECTION 21 (BINDING ARBITRATION AND CLASS ACTION WAIVER), EITHER YOU OR WE MAY BRING AN ACTION IN A COURT AS AUTHORIZED BY SECTION 22.2 (GENERAL PROVISIONS) FOR TEMPORARY INJUNCTIVE RELIEF UNTIL AN ARBITRATOR HAS BEEN EMPANELED AND CAN DETERMINE WHETHER TO CONTINUE, TERMINATE OR MODIFY SUCH RELIEF.

22. GENERAL PROVISIONS

22.1 **Governing Law.** The parties agree that their entire relationship, the Terms (including without limitation their construction, validity, interpretation and enforceability) and your use of the Services are governed by and shall be construed in accordance with the laws of the State of California, USA without regard to its principles of conflicts of law. The application of the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded.

22.2 **Venue.** Subject to Section 21 (BINDING ARBITRATION AND CLASS ACTION WAIVER), the parties agree that any dispute will be submitted exclusively to the courts in Los Angeles, in the State of California, USA and you and we consent to the venue and personal jurisdiction of those courts. Notwithstanding the foregoing, the parties agree that either party may move to compel arbitration or to enforce an arbitral award issued here under, before any court of competent jurisdiction.

EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE TERMS OR THE SERVICES OR ANY TRANSACTIONS BETWEEN THE PARTIES, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY.

22.3 **Interpretation.** In the Terms (i) The Section titles and sub headings are for ease of reference only and shall not affect its construction or interpretation nor do they have any legal or contractual effect; (ii) any phrase introduced by the terms "including", "include", "such as", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; (iii) if the context so requires, references to the singular shall include the plural and vice versa; and (iv) no provision will be interpreted against us, because we (or our legal representatives) drafted such provision.

22.4 **Governmental Compliance.** Our performance of the Terms are subject to existing laws, regulations and legal process, and nothing contained in the Terms are in derogation of our right to comply with governmental, regulatory, court, and law enforcement requests or requirements relating to use of the Service or information provided to or gathered by us with respect to such use.

22.5 **No Agency.** Nothing in the Terms will be construed as creating any agency, partnership, trust arrangement, fiduciary relationship or any other form of joint enterprise between you and us.

22.6 **Business Transfers.** In the event we undergo a change of control, merger, acquisition, or sale of assets, your Account and associated data may be part of the assets transferred to the purchaser or acquiring party.

22.7 **Entire Agreement.** These Terms, and any other documents incorporated by reference, constitute the entire agreement between you and Damnbruh regarding the Service and

supersede all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning the subject matter of these Terms.

22.8 Conflict. In the event of any conflict between the Terms of Service and the Game Rules and all such other of our terms and conditions, rules or policies as they relate to any applicable Services (e.g., rules for a particular Game, or any other condition of your use of the Services from time to time, the Terms of Service will govern solely to the extent necessary to necessary to resolve the conflict, unless there is an express statement to the contrary.

22.9 Severability. If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, or if modification is not possible, such provision shall be severed from these Terms, and the remaining provisions shall continue in full force and effect.

22.10. No Waiver. The failure of Damnbruh to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by Damnbruh.

22.11 Assignment. You may not assign, charge, delegate, sublicense or transfer these Terms, by operation of law or otherwise, without Damnbruh's prior written consent. Any attempt by you to assign, charge, delegate, sublicense or transfer these Terms without such consent will be null and void. Damnbruh may freely assign, charge, delegate, sublicense or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties and their respective successors and permitted assigns.

22.12 Force Majeure. Damnbruh shall not be liable for any failure or delay in performance under these Terms arising out of any cause beyond Damnbruh's reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, earthquakes, accidents, pandemics, epidemics, strikes, labor disputes, or failures of the internet or telecommunications infrastructure.

22.13 No Third-Party Beneficiaries. Except as expressly provided in Section 23 (Apple-Specific Terms), these Terms do not create any third-party beneficiary rights in any person or entity.

22.14 Severability. Any provision in the Terms which is found by any competent authority to be to be invalid, illegal or unenforceable, shall be amended in a manner consistent with applicable laws to reflect, as closely as possible, the original import of the invalid, illegal or unenforceable provision (or deleted if no such amendment is feasible), and such amendment or deletion shall not affect the enforceability of the other provisions of the Terms .

22.15 Electronic Communications. By using the Service, you consent to receive communications from Damnbruh electronically, including emails, texts, in-App notifications, and other electronic messages. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

22.16 Export Compliance. The Service may be subject to U.S. export control laws and regulations. You agree not to export, re-export, or transfer, directly or indirectly, the Service or any technical data acquired through the Service to any country, individual, or entity to which such export, re-export, or transfer is restricted or prohibited by U.S. law.

23. APPLE-SPECIFIC TERMS

The following terms apply to your use of the App on any Apple device:

23.1 Acknowledgment. You acknowledge that these Terms are entered into between you and Damnbruh only, and not with Apple Inc. ("**Apple**"). Damnbruh, not Apple, is solely responsible for the App and the content thereof.

23.2 Scope of License. The license granted to you for the App is limited to a non-transferable license to use the App on any Apple-branded products that you own or control and as permitted by the usage rules set forth in the Apple Media Services Terms and Conditions.

23.3 Maintenance and Support. Damnbruh is solely responsible for providing any maintenance and support services with respect to the App, as specified in these Terms, or as required under applicable law. We and you acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.

23.4 Warranty. Damnbruh is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App (if any) to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be Damnbruh's sole responsibility.

23.5 Product Claims. You and the Company acknowledge that Damnbruh, not Apple, is responsible for addressing any claims you or any third party may have relating to the App or your possession or use of the App, including but not limited to: (a) product liability claims; (b) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection, privacy, or similar legislation.

23.6 Intellectual Property Rights. You acknowledge that, in the event of any third-party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, Damnbruh, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim.

23.7 Legal Compliance. You represent and warrant that: (a) 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 (b) you are not listed on any U.S. Government list of prohibited or restricted parties.

23.8 Developer Contact Information. For any questions, complaints, or claims regarding the App, please contact Damnbruh at: Damnbruh LLC, 30 N Gould St Ste N, Sheridan, WY 82801; Email: support@damnbruh.com.

23.9 Third-Party Terms of Agreement. You must comply with applicable third-party terms of agreement when using the App. For example, if you have a wireless data service agreement, you must not be in violation of such agreement when using the App.

23.10 Third-Party Beneficiary. You acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms, and that, upon your acceptance of the terms and conditions 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 thereof.

BY USING ANY OF THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE.