

The Roll Play
End User License Agreement

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Version Number: v2

AN AGREEMENT BETWEEN YOU AND US

This Mobile Application End User License Agreement ("License Agreement") is a binding agreement between The Roll Play, Inc. ("The Roll Play," "we," "us," or "our") and you ("you," "your," or "End User"). This License Agreement governs your use of **The Roll Play Application** (the "Application"), as well as all related documentation and services (collectively, the "Services"), which is made available through third-party application stores and is available for download, installation, and use on a mobile phone, or tablet device ("Mobile Device").

For purposes of clarity, THIS APPLICATION IS LICENSED, **NOT SOLD**, TO YOU. Read this License Agreement carefully before you begin using the Services. The terms contained herein apply to all End Users of the Services.

BY CHECKING THE BOX, DOWNLOADING, INSTALLING, OR USING THE APPLICATION, YOU: (A) ACKNOWLEDGE THAT YOU HAVE READ AND THAT YOU UNDERSTAND THIS LICENSE AGREEMENT; AND (B) ACCEPT THIS LICENSE AGREEMENT AND ACKNOWLEDGE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THIS LICENSE AGREEMENT, DO NOT DOWNLOAD, INSTALL, OR USE THE APPLICATION. IF YOU HAVE ALREADY DOWNLOADED AND/OR INSTALLED THE APPLICATION, BUT YOU DO NOT AGREE TO THIS LICENSE AGREEMENT, THEN YOU SHOULD DELETE THE APPLICATION FROM YOUR MOBILE DEVICE.

Note that the License Agreement may be updated from time to time, and any End User's continued use of the Services after we have made updates to the terms shall be considered acceptance of those updates. For clarity, all updates are effective immediately when posted. It is your responsibility to check the License Agreement periodically for updates.

1. Scope of License Grant.

Subject to the terms of this License Agreement, The Roll Play grants you a limited, non-exclusive, and non-transferable license to download, install, and use the Services for your personal, non-commercial use on a single Mobile Device, strictly in accordance with this License Agreement. This License Agreement does not allow you to use the Services on any electronic device that is not owned or otherwise controlled by you.

This License Agreement does not allow you to use the Services on any electronic device that is not owned or otherwise controlled by you. This License Agreement shall govern any upgrades provided by The Roll Play to the Services, unless otherwise specified by The Roll Play at the time the upgrade is made available to an End User.

2. Term.

This License Agreement shall commence on the date that you install the Services and is perpetual until: (a) you or The Roll Play provides to the other with a notification of an intent to terminate this License Agreement; (b) the End User ceases use of and deletes and/or otherwise removes the Services from the End User's Mobile Device; or (c) the License Agreement otherwise terminates pursuant to *Section 9* below.

3. End User Restrictions.

Access to certain portions of the Services is restricted to registered users. When you create an account or process a transaction on our Services, you may be required to provide your first and last name, zip code, and email address, as well as other personally identifiable information ("Personal Data"). By providing such information, you acknowledge and agree that we may, and you specifically authorize us or permitted third parties to, process all transactions related to these Services and their operation, including without limitation, support and/or registration. You agree to pay all fees and charges, including applicable taxes and surcharges, incurred through your activity on or through these Services.

- a. Registration and Security.** You agree, represent, warrant, and guarantee that all Personal Data provided by you, either through our Services or when communicating with a The Roll Play representative, is true, accurate, complete, up-to-date, and solely yours. You may not impersonate, imitate, or pretend to be somebody else when registering for our Services or making a purchase. When you create an account and subsequently log in, you will be asked to choose a password. You are responsible for safeguarding and maintaining the confidentiality of your password, and you agree not to disclose your password to any third party. You will be solely responsible for any activities or actions taken under your account, whether you have authorized such activities or actions. You must notify us immediately if you know or suspect that any unauthorized person is using your password or your account (for example, your password has been lost or stolen, someone has attempted to use the Services through your account without your consent or your account has been accessed without your permission). We also recommend that you do not store your password through your web browser or other software.
- b. Limitations on Use.** The Services may be used and accessed for lawful purposes only. You agree to abide by all applicable local, state, national, and foreign laws, treaties, and regulations in connection with your use of the Services and their content. In addition, without limitation, you agree that you will not do any of the following while using or accessing the Services:
 - a) Download and/or install the Services onto a Mobile Device that is not owned or otherwise controlled by the End User.
 - b) Rent, lease, lend, sell, sublicense, assign, distribute, re-distribute, publish, transfer, or otherwise make available the Services, or any features or functionality of the Services, to any third party for any reason, including but not limited to, making the Services available on a network where it is capable of being accessed by more than one (1) Mobile Device at any time;
 - c) In any manner transmit or submit any content to which you do not have the lawful right to copy, transmit, and display (including any content that would violate any confidentiality or fiduciary obligations that you might have with respect to the content).
 - d) In any manner transmit or submit any content that infringes the intellectual property rights or violates the privacy rights of any third party (including, without limitation, copyright, trademark, patent, trade secret, or other intellectual property right, or moral right, or right of publicity).

- e) In any manner transmit or submit harmful, threatening, abusive, harassing, defamatory, deceptive, fraudulent, obscene, indecent, lewd, violent, hateful, or otherwise objectionable content or material;
- f) Copy, reproduce, republish, upload, post, transmit, or distribute the Application, the Services, or any content thereof.
- g) Share or sell information derived from or related to the Services, the Application, or any content thereof.
- h) Modify, translate, alter, adapt, decompile, disassemble (except to the extent applicable laws specifically prohibit such restrictions), reproduce, distribute, or display, or create derivative works, compilations, or collective works based on the Services, the Application, or any content thereof.
- i) Knowingly or negligently permits other individuals or entities to use or copy the Service or “frame” or “mirror” the Service on any other server or wireless or Internet-based device.
- j) Circumvent, disable, or otherwise interfere with security-related features on the Services or features that prevent or restrict use or copying of any content.
- k) Use the Services to collect or store Personal Data about other users.
- l) Knowingly include or use any false or inaccurate information in any information form.
- m) In any way transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, “pyramid schemes,” or any other form of solicitation, as well as viruses or other computer code that may interrupt, destroy, limit the functionality of the Services, or interfere with the access of any other user to the Services.
- n) Attempt to probe, scan, or test the vulnerability of any system or network operated by us, or breach or impair or circumvent any security or authentication measures protecting the Services.
- o) Attack the Services via a denial-of-service attack or a distributed denial-of-service attack or otherwise attempt to interfere with the proper working of the Services, or transmit or upload any material to the Services that contains viruses, Trojan horses, worms, time bombs, or any other harmful or deleterious programs.
- p) Attempt to decipher, decompile, disassemble, reverse engineer, or otherwise attempt to discover or determine the source code of any software or any proprietary algorithm used to provide the Services.
- q) Use the Services in any way that competes with us; or
- r) Encourage, collaborate, or instruct any other person or entity to do any of the foregoing.

DO NOT USE THE APPLICATION IN, OR IN ASSOCIATION WITH, THE DESIGN, CONSTRUCTION, MAINTENANCE, OR OPERATION OF ANY HAZARDOUS ENVIRONMENTS OR SYSTEMS, INCLUDING ANY POWER GENERATION SYSTEMS; AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, OR ANY OTHER TRANSPORT MANAGEMENT SYSTEMS; ANY SAFETY-CRITICAL APPLICATIONS, INCLUDING MEDICAL OR LIFE-SUPPORT SYSTEMS, VEHICLE OPERATION APPLICATIONS OR ANY POLICE, FIRE, OR OTHER SAFETY RESPONSE SYSTEMS; AND ANY MILITARY OR AEROSPACE APPLICATIONS, WEAPONS SYSTEMS, OR ENVIRONMENTS.

ANY ATTEMPT TO DO ANY OF THE FOREGOING PROHIBITED ACTS OR TO OTHERWISE UNDERMINE THE OPERATION OF THE SERVICES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, WE RESERVE THE RIGHT, IN ADDITION TO OUR OTHER REMEDIES, TO SEEK DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS’ FEES) FROM ANY SUCH INDIVIDUAL OR ENTITY TO THE FULLEST EXTENT PERMITTED BY LAW.

We reserve the right, in our sole discretion, to audit or otherwise monitor any communication transmitted using the Services. We reserve the right at all times to review, retain, and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process, governmental request, or business assessment. NOTWITHSTANDING THE FOREGOING, WE HEREBY DISCLAIM ANY OBLIGATION TO MONITOR USE OF THE SERVICES OR TO RETAIN THE CONTENT ON THE SERVICES UNLESS OTHERWISE AGREED OR REQUIRED BY LAW.

- c. User Feedback and Suggestions.** All feedback, suggestions, ideas, and other submissions disclosed, submitted, or offered to The Roll Play or otherwise disclosed, submitted, or offered concerning the Services in connection with your use of the Services (collectively, “Feedback”) will be The Roll Play property. Such disclosure, submission, or offer of any Feedback will constitute an assignment to The Roll Play of all worldwide rights, titles, and interests in all copyrights and other intellectual property in the Feedback. The Roll Play will be under no obligation to (i) maintain any Feedback in confidence; (ii) pay any compensation for any Feedback; or (iii) respond to any Feedback.
- d. Cancellation, Termination, and Account Deletion.** You may cancel your account at any time by emailing us at support@therollplay.com. At cancellation, your account will be inactivated, and you will no longer be able to log into your account. Alternatively, users can delete their account and all stories, posts, images, and account information through the ‘Delete my Account’ option located on the ‘Settings’ page accessible in The Roll Play app. The Roll Play may terminate your password, account, or use of the Services at any time if you breach or otherwise fail to comply with this License Agreement or The Roll Play’s then-current payment or refund policies, if any and as applicable. In addition, The Roll Play may terminate your account at any time in its sole discretion.
- e. Links to Third-Party Websites.** The Services may contain links to other websites on the Internet, which are not maintained by us. When you leave the Services, you do so at your own risk. By providing a link to a third-party website, we are not endorsing or attempting to associate with any other entity. Other websites are not under our control, and you acknowledge that we shall not be responsible or liable for any of the text, images, videos, or any other content or information from a third-party website. You also acknowledge that we shall not be responsible or liable for any damage or loss caused or alleged to be caused by, or in connection with, your reliance on any information, any good, any service, or any other material provided through a third-party website.
- f. Reliance on Information Posted.** We reserve the right to modify the Services and any content or information therein, whether posted by or supplied by you or us, at any time, in our sole discretion, without notice. The Roll Play is not responsible for any content on the Services, including without limitation, the content of any podcasts or any information contained therein, and you assume all risks for decisions based on information contained within the Services. We do not guarantee the accuracy, completeness, or usefulness of this information. Any reliance you place, or decisions you make, on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on these Services materials by you or any other user of the Services, or by anyone who may be informed of any of its contents. 4. **Intellectual Property**
- a. Reservation of Rights.** You DO NOT acquire any ownership interest in the Services under this License Agreement, or any other rights thereto, other than to use the Services in accordance with

the limited license granted hereunder, and subject to all terms, conditions, and restrictions, under this License Agreement. The Services, including all text, images, designs, graphics, content, source code, object code, data, features, and functionality (including but not limited to all information, software, displays, enablement of video and audio, and the design, selection, and arrangement thereof) are owned by us, our licensors, or other providers of such materials. This material, collectively, is protected by United States copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. All the Services and their content is copyrighted material and is protected by the Copyright Act of 1976. The Roll Play reserves and shall retain its entire right, title, and interest in and to the Services, including all patent, copyright, trademark, trade secret, and other intellectual property rights therein or relating thereto, except as expressly granted to you under this License Agreement. You are not permitted to republish, reproduce, transmit, transfer, prepare derivative versions or works, or otherwise use any content on the Services without our prior, express, and written permission.

- b. Your Responsibility.** When you post or otherwise submit information to the Services, you represent and warrant that you have ownership, authority, or permission to post the information. YOU FURTHER REPRESENT AND WARRANT THAT YOU ARE THE SOLE OWNER OF SUCH INFORMATION. You agree that you will not post any information to the Services, in any format, including but not limited to text, image, video, or audio that you do not own.
- c. User-Submitted Website Content and License of Intellectual Property Rights.** You grant us a worldwide, non-exclusive, royalty-free, sub-licensable, and transferable license to copy, publish, display, reproduce, or otherwise use in any manner, all the User-Submitted Content that you put into the Services. **YOU HEREBY REPRESENT AND WARRANT THAT YOU WILL NOT UPLOAD, PLACE, POST, OR OTHERWISE PUT ANY INFORMATION, INCLUDING BUT NOT LIMITED TO, ANY TEXT, DOCUMENT, IMAGE, VIDEO, OR CONTENT ONTO THE SERVICES (“User-Submitted Content”) THAT INFRINGES THE RIGHT(S) OF ANY OTHER PARTY.** You further agree that you will indemnify, defend, and hold harmless The Roll Play, from and against any and all third-party demands, claims, actions, proceedings, damages, liabilities, losses, fees, costs, or expenses (*including without limitation reasonable attorneys’ fees and the costs of any investigation*) arising out of, in connection with, or resulting from any violation or alleged violation regarding your User-Submitted Content and a third party’s proprietary or intellectual property rights

5. Collection and Use of Your Information; Consent.

You acknowledge that when you download, install, and/or subsequently use the Services, we will collect information about you and about your Mobile Device. We may use automatic means (by way of example only, phone number tracking, geolocation software, cookies, web beacons, and/or software command scripts) to collect information about your use of the Services. Additionally, you may be required to provide certain information as a condition to downloading, installing, or using the Services, and you may choose to share additional information about yourself or your use of the Services, periodically, through the Services itself.

YOU AGREE THAT THE ROLL PLAY MAY COLLECT AND USE TECHNICAL DATA AND RELATED INFORMATION, INCLUDING BUT NOT LIMITED TO, INFORMATION ABOUT YOUR MOBILE DEVICE AND ASSOCIATED COMPUTING DEVICE, SYSTEM, SOFTWARE, AND PERIPHERALS, AS IT IS GATHERED AUTOMATICALLY,

PERIODICALLY, AND ON A CYCLICAL BASIS BY THE APPLICATION. We utilize this data to facilitate your use of the Services, as well as the provision of software updates, Services support, and other related services for the benefit of maintaining and operating the Services.

You further agree that The Roll Play may collect and use information about you, in accordance with the terms set forth in our Privacy Policy www.TheRollPlay.com/privacy. For purposes of clarity, ANY AND ALL INFORMATION THAT WE COLLECT THROUGH OR IN CONNECTION WITH THIS APPLICATION, IS SUBJECT TO OUR PRIVACY POLICY. By downloading, installing, using, or providing information to or through Services, you consent to all actions taken by us with respect to your information in compliance with our Privacy Policy and all applicable laws and regulations.

6. Security.

You are responsible for implementing sufficient procedures and security mechanisms to satisfy your requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to and separate from this Services to reconstruct any lost data.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of the Services or to your download of any material posted on it, or on any third-party website linked to it.

Some jurisdictions do not permit us to exclude warranties in these ways, so it is possible that these exclusions will not apply to our agreement with you. In such an event, the exclusions shall apply to the fullest extent permitted under applicable law.

7. Updates; Outages.

It may be necessary for The Roll Play to perform scheduled or unscheduled repairs, maintenance, or upgrades and such activities may temporarily degrade the quality of the Services or result in a partial or complete outage of the Services. The Roll Play provides no assurance that you will receive advance notification of such activities or that the Services will be uninterrupted or error-free. Any degradation or interruption of the Services will not give rise to a refund or credit of any fees paid by you. Additionally, from time to time, in its sole discretion, The Roll Play may develop and make available software updates to the Services, which could include upgrades, bug fixes, patches, error corrections, new features, and/or modification or deletion of existing features and functionality (collectively, including related documentation, "Update(s)"). You acknowledge and agree that The Roll Play has no obligation to provide any Updates or to continue to provide or enable any features or functionality. Updates shall be delivered to you based on the Mobile Device settings, when the Mobile Device is connected to the Internet, by either: (a) an automatic Update initiated by the Services, which shall download and install any available Update; or (b) a notification Update in which you receive notice of the availability of an Update prior to choosing to download and install the Update accordingly. Your decision not to Update, or your failure to promptly update the Services may result in the inability of the Services, or portions thereof, to operate properly. YOU HEREBY ACKNOWLEDGE AND AGREE THAT ALL UPDATES WILL BE DEEMED TO BE PART OF THE APPLICATION AND, AS SUCH, ALL UPDATES ARE SUBJECT TO THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT.

8. Geographic Restrictions.

The Roll Play is based in the United States. Anyone outside the United States may not be able to access certain features of the Services, and such access may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you are responsible for compliance with local laws. By using the Services, you represent and warrant that you are a lawful End User of the Services.

9. Termination.

The term of this License Agreement commences and continues as set forth in *Section 2*. When this License Agreement is terminated, you agree that you shall delete the Services and all copies thereof from your Mobile Device. Notwithstanding the provisions of *Section 2*, The Roll Play may terminate this License Agreement at any time without notice and without any obligations to you whatsoever. In addition, this License Agreement will terminate immediately and automatically without any notice, if you violate any of the terms and conditions of this License Agreement. Upon termination: (i) all rights granted to you under this License Agreement will also terminate; and (ii) you must cease all use of the Services and delete all copies of the Services from your Mobile Device. TERMINATION WILL NOT LIMIT ANY OF THE ROLL PLAY RIGHTS OR REMEDIES AT LAW OR IN EQUITY.

10. Disclaimer of Warranties.

THE SERVICES AND ALL INFORMATION CONTAINED HEREIN ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND.

THE ROLL PLAY, TOGETHER WITH ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, AND REPRESENTATIVES, HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF TITLE, MERCHANTABILITY, AND NON-INFRINGEMENT OF THIRD PARTIES’ RIGHTS, AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. WE DISCLAIM ALL WARRANTIES WHETHER ARISING OUT OF LAW, STATUTE, COURSE OF DEALING, TRADE USAGE, OR ANY OTHER RELATIONSHIP. WE MAKE NO WARRANTIES OF ANY KIND REGARDING THE SERVICES OR INFORMATION FOUND ON THE SERVICES. WE MAKE NO WARRANTIES WITH REGARD TO ACCURACY, RELIABILITY, COMPLETENESS, QUALITY, FUNCTIONALITY, TIMELINESS, SPEED, OR ACCESSIBILITY OF ANY INFORMATION SUPPLIED WITHIN THE SERVICES. WE DO NOT WARRANT THAT THE SERVICES WILL BE OPERATIONAL, SECURE, ERROR-FREE, OR VIRUS-FREE. TO THE EXTENT ANY JURISDICTION DOES NOT PERMIT US TO DISCLAIM WARRANTIES IN THESE WAYS, WE DISCLAIM WARRANTIES TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.

11. Limitation of Liability.

TO THE EXTENT PERMITTED BY LAW, YOU HEREBY RELEASE THE ROLL PLAY, TOGETHER WITH ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, AND REPRESENTATIVES, FROM ALL LIABILITY ASSOCIATED WITH YOUR USE OF THE SERVICES AND THE SERVICES.

You acknowledge that you are responsible for any actions you take, as well as any actions taken on your account, while on the Services. You recognize that your use of the Services and any subsequent actions arising from your use of the Services are taken solely at your own risk.

IN NO EVENT WILL THE ROLL PLAY, OUR DIRECTORS, OUR OFFICERS, OUR EMPLOYEES, OUR

CONTRACTORS, OUR AGENTS, OR OUR REPRESENTATIVES BE LIABLE FOR DAMAGES OF ANY KIND UNDER ANY LEGAL THEORY OR UNDER ANY EQUITABLE THEORY ARISING OUT OF OR IN CONNECTION WITH YOUR USE OR INABILITY TO USE THE APPLICATION OR THE SERVICES, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE SERVICES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, CLINICAL OUTCOMES, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF BUSINESS OPPORTUNITIES, OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. NO CAUSE OF ACTION, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR THE SERVICES MAY BE BROUGHT BY YOU MORE THAN ONE (1) YEAR AFTER SUCH ACTION HAS ACCRUED.

12. Indemnification.

You will indemnify, defend, and hold harmless The Roll Play, our licensors and affiliates, and our and their respective directors, officers, employees, contractors, agents, and representatives, from and against any and all claims, causes of action, demands, liabilities, losses, costs, or expenses (including, but not limited to, reasonable attorneys' fees and expenses) arising out of, in connection with, or resulting from:

- a. your access to or use of the Services, including but not limited to its information and its content.
- b. your violation of any of the provisions of this License Agreement.
- c. any activity related to your accessing the Services, including, without limitation, negligent or wrongful conduct; or
- d. your violation of any third-party right, including, without limitation, any intellectual property right, publicity, confidentiality, property, or privacy right.

For purposes of clarity, these indemnification obligations apply to your use of the Services, along with your use of the Services' content and Services, other than as expressly authorized in this License Agreement, and your use of any information obtained from the Services or any information you provide to the Services.

We reserve the right, at your expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

13. COPPA.

THE SERVICES IS NOT INTENDED FOR USERS WHO ARE YOUNGER THAN THIRTEEN (13) YEARS OF AGE. You can learn more about our compliance with the Children's Online Privacy Protection Act ("COPPA") by reviewing our Privacy Policy www.TheRollPlay.io/privacy.

14. Additional Terms for Users Who Download The Services through the Apple Store.

The following additional terms apply to you, if you download the Services through the Apple Store:

- a. This License Agreement is applicable between The Roll Play and you, but not Apple, Inc. ("Apple"). The Roll Play, not Apple, offers the Services to you, and Apple has no responsibility to you for any use of, or information related to, the Services and this License Agreement.

- b. Apple has no obligation to provide maintenance and support services with respect to the Services, as used on your iPhone or iPod touch Mobile Devices. In the event of any failure of the Services to conform with any applicable warranty, you may notify Apple regarding a refund of your purchase price of the Services; Apple shall have no other obligations with respect to failures of the Services. For reference, review *Section 10*, above, for our “Disclaimer of Warranties.”
- c. Should you have any claim, whether your own claim or whether a third-party claim has been filed against you, relating to your possession or use of Services, Apple shall have no responsibility to you.
- d. You and The Roll Play hereby acknowledge and agree that Apple and its subsidiaries are third-party beneficiaries of this License Agreement. Upon your acceptance of this License Agreement, Apple, as a third-party beneficiary, will receive (and otherwise shall be deemed to have received) the right to enforce this License Agreement against you. Additionally, you agree to comply with applicable third-party terms of agreement when using the Services.
- e. You represent and warrant that (a) you are not located in a country that is subject to a United States Government embargo, or that has been designated by the United States Government as a “terrorist supporting” country; and (b) you are not listed on any United States Government list of prohibited or restricted parties.

15. Additional Terms for Users Who Download the Services through Google Play.

The following additional terms apply to you, if you download the Services through Google Play:

- a. This License Agreement is applicable between The Roll Play and you, but not Google, Inc. (“Google”). The Roll Play, not Google, offers the Services to you, and Google has no responsibility to you for any use of, or information related to, the Services and this License Agreement.
- b. Google has no obligation to undertake or provide maintenance or support services with respect to the Services. In the event of any defect or performance issue in the Services, the End User should notify The Roll Play, not Google. Google shall not be responsible to you for any complaints you have regarding the Services, as used on your Android Mobile Device.

16. Miscellaneous.

- a. **Export Regulation.** The Services may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Services to, or make the Services accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation (including but not limited to any U.S.-embargoed countries, to anyone on the U.S. Treasury Department’s Specially Designated Nationals List, or the U.S. Department of Commerce Denied Persons List or Entity List). You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Services available outside the United States.
- b. **U.S. Government Rights.** The Services are commercial computer software, as such term is defined in 48 C.F.R. § 2.101. Any End User who is an agency of the U.S. Government, or any contractor

therefor, shall receive only those rights with respect to the Services as are granted to all other End Users under this License Agreement, in accordance with (a) 48 C.F.R. §§ 227.7201 - 7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other U.S. Government licensees and their contractors.

- c. Severability; Waiver.** If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity so that the remainder of that provision and all remaining provisions will continue in full force and effect. No waiver by us of any term or condition set forth herein shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure by us to assert a right or provision shall not constitute a waiver of such right or provision.
- d. Governing Law.** The construction, interpretation and performance of this License Agreement shall be construed in accordance with and governed by the laws of the State of Tennessee, and any dispute regarding this License Agreement or arising hereunder shall be resolved in the state courts, located in the Middle District of Tennessee, or the federal court located in the Middle District of Tennessee.
- e. Entire Agreement.** This License Agreement and the associated Privacy Policy constitutes the entire agreement between you and The Roll Play, relating to the subject matter hereof. BY USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS LICENSE AGREEMENT, AND YOU AGREE TO BE BOUND BY ALL APPLICABLE TERMS AND CONDITIONS.
- f. Assignment.** An End User may not assign, transfer, or delegate any of its obligations under this License Agreement, without the prior written consent of The Roll Play. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void.
- g. Notices.** The Roll Play may give notice by means of a general notice via the Services, electronic mail to your e-mail address on record in The Roll Play's account information, or by written communication sent by first class mail or pre-paid post to your address on record in The Roll Play's account information. Such notice will be deemed to have been given upon the expiration of forty-eight (48) hours after mailing or posting (if sent by first class mail or pre-paid post) or twelve (12) hours after sending (if sent by email). You may give notice to The Roll Play (such notice will be deemed given when received by The Roll Play) at any time by any of the following: e-mail delivered to support@therollplay.com; or by letter delivered by nationally recognized overnight delivery service or first-class postage prepaid mail to: 2456 Carrol Ridge Ln., Cordova, TN 38016
- h. Force Majeure.** No party to this License Agreement will be liable to the other party for any failure to perform any of its obligations, except payment obligations, under the License Agreement during any period in which such performance is delayed by circumstances beyond its reasonable control, including, but not limited to, disease, outbreak, pandemic, and/or related government recommendations and/or orders, fire, flood, war, embargo, strike, riot, unavailability of the Internet, or the intervention of any governmental authority.
- i. Changes to Terms.** Note that the License Agreement may be updated from time to time, and any End User's continued use of the Services after we have made updates to the terms shall be

considered acceptance of those updates. For clarity, all updates are effective immediately when posted. It is your responsibility to check the License Agreement periodically for updates.

j. Contact Us. To ask questions or comment about this License Agreement, you may contact us:

By e-mail: support@TheRollPlay.com

By telephone: 901.491.9049

By regular mail: 2456 Carrol Ridge Ln Cordova, TN 38016