

Jet Play Terms of Service and End User License Agreement
Effective Date: March 1, 2021

Jet Play (“*Jet Play*”) offers a service that allows Jet Play users (“*you*”) to (the “*Site(s)*”) (collectively, the “*Services*”). Jet Play’s Services include access to an online database of games and corresponding code (“*Materials*”) for you to download and use to develop your own games. PLEASE READ THESE TERMS OF SERVICE AND END USER LICENSE AGREEMENT (“*TERMS*”) CAREFULLY BEFORE USING OUR SERVICES.

1. Acceptance of Terms

THESE TERMS, AS AMENDED FROM TIME TO TIME AND PUBLISHED AT [HTTP://WWW.JETPLAY.IO], AND AS INCORPORATING THE JET PLAY PRIVACY POLICY AVAILABLE AT [HTTP://WWW.JETPLAY.IO]; THE COOKIE POLICY AVAILABLE AT [WWW.JETPLAY.IO] AND THE PRIVACY NOTICE FOR CALIFORNIA RESIDENTS AVAILABLE AT [WWW.JETPLAY.IO], ARE A LEGAL AGREEMENT BETWEEN JET PLAY, AND YOU (“*YOU*”).

YOU MUST READ AND AGREE TO THESE TERMS OF SERVICE, INCLUDING THE PRIVACY POLICY, BEFORE USING THE SITES AND/OR SERVICES CONTROLLED BY JET PLAY. BY USING THE SITES AND/OR THE SERVICES, YOU AGREE TO THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, DO NOT USE THE SITES AND/OR THE SERVICES.

You are responsible for regularly reviewing the Terms, as the Terms may be modified at any time. All such modifications will be effective immediately upon posting. If You are dissatisfied with any modification to the Terms, Your only remedy is to terminate Your use of the Sites and/or the Services, as described in Section 10 (Termination and Survivability) of these Terms. Your continued use of the Sites and/or the Services after a change or update has been made to the Terms constitutes Your acceptance of such change or update.

2. Eligibility

YOU MUST BE AT LEAST 18 YEARS OF AGE TO USE THE SERVICE. By using the Services, You represent and warrant that

- (a) You are 18 years of age or older;
- (b) All registration information You submit to Jet Play is truthful and accurate;
- (c) You will maintain the accuracy of such information; and
- (d) Your use of the Services does not violate any applicable law or regulation.

3. License to Use the Services and Materials

Provided that you comply with these Terms, Jet Play grants you a limited, revocable, nonexclusive, nonassignable, nonsublicensable license and right to access the Services and use the Site(s), through a generally available web browser or mobile device, to view information and use the Services and Site(s) offered by Jet Play. You are further granted a nonexclusive worldwide license and right to use, modify, distribute and create derivative works of the Materials available through the Services.

4. User Accounts

To use the Services, You may be required to create a user account (“*Account*”). If You create an Account, You agree to provide Jet Play current, complete, true and accurate information, and to update this information should it change. Jet Play may suspend, terminate, modify, or delete Your Account with or without notice to You, at any time for any reason or for no reason, including but not limited to for violation of the Terms of Service.

Some Services may require payment of fees to Jet Play; if You purchase any goods or services that require payment of fees to Jet Play, You agree to provide Jet Play (or Jet Play’s payment agent) with current, complete, true and accurate billing information, such as Your credit card or other payment system number and expiration date.

YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR PASSWORD AND FOR ANY AND ALL ACTIVITIES THAT OCCUR IN ASSOCIATION WITH YOUR ACCOUNT, WHETHER OR NOT AUTHORIZED BY YOU. You agree to notify Jet Play immediately of any unauthorized use of Your Account or any other breach of security and to provide properly documented evidence as requested by Jet Play. You may not use anyone else’s Account at any time and You may not allow anyone else to use Your Account at any time. You agree that Jet Play will not be liable for any loss You may incur as a result of someone else using Your password or Account, either with or without Your knowledge, and You further agree that You will be liable for losses incurred by Jet Play or another party due to someone else using Your Account or password.

JET PLAY RESERVES THE RIGHT TO TERMINATE OR SUSPEND YOUR ACCOUNT AND/OR ACCESS TO THE SERVICES AT ANY TIME, FOR ANY REASON OR NO REASON, WITH OR WITHOUT NOTICE TO YOU. JET PLAY ALSO RESERVES THE RIGHT TO CHANGE OR DISCONTINUE ANY SERVICE OR FEATURE PROVIDED BY JET PLAY, INCLUDING, WITHOUT LIMITATION, THE SITES AND THE SERVICES, AT ANY TIME AND WITHOUT NOTICE. YOU AGREE THAT JET PLAY SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED, DIRECTLY OR INDIRECTLY, BY ANY SUCH TERMINATION, SUSPENSION, CHANGE OR DISCONTINUANCE.

In the event that Your Account is terminated, suspended or canceled, no refund will be granted and no other credits will be credited to You or converted to cash or other form of reimbursement, and You will have no further access to Your Account, the Services or anything associated with it.

5. Ownership of Services

YOU ACKNOWLEDGE AND AGREE THAT ALL SERVICES ARE THE PROPERTY OF JET PLAY AND/OR ITS LICENSORS AND THAT YOU HAVE NO INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS IN ANY SERVICES.

You acknowledge that the Services are protected by copyrights, trademarks, and other proprietary rights owned by Jet Play, and/or its licensors, including rights to the selection, coordination, arrangement and enhancement of such Services, and that these rights are valid and protected in all media existing now or later developed. Except as expressly provided herein, Jet Play and its licensors do not grant You any express or implied rights, and all right, title and interest that Jet Play has in the Services, that are not expressly granted by Jet Play to You are retained by Jet Play. No Services may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted or sold in any form or by any means, in whole or in part, without Jet Play's prior written permission, except that the foregoing does not apply to Your own posted submission.

You agree that You may not upload or otherwise transmit on or through the Services content that is subject to any third-party rights unless any holder of such rights has given express authorization for distribution through the Services.

You agree that any content You submit does not create an obligation for Jet Play to provide You any payment or other remuneration.

6. Acceptable Use

ANY USE OF THE SERVICES IN VIOLATION OF THESE TERMS WILL BE REGARDED AS AN INFRINGEMENT OF JET PLAY'S COPYRIGHT RIGHTS IN AND TO THE SERVICES.

You Must:

- comply with all posted terms of service, including these Terms;
- comply with all applicable laws and regulations, including, but not limited to, all intellectual property, data, privacy, and export control laws, and regulations promulgated by any government agencies;
- upload and disseminate only data that you own or have obtained all required rights to and do so only consistent with applicable law;
- use commercially reasonable efforts to prevent unauthorized access to or use of the Services;
- keep passwords and all other login information confidential;
- monitor and control all activity conducted through your account in connection with the Services; and
- promptly notify Jet Play if you become aware of or reasonably suspect any illegal or unauthorized activity or a security breach involving your account.

You may not, under any circumstances, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, adapt, translate, transfer, buy, auction,

rent, lease, loan or sell any of the Services, or other materials (besides Materials) appearing in the Services, or any information obtained from the Sites or the Services, without the prior express written consent of Jet Play.

You will refrain from posting any information to the Services which are copied, in whole or in part, from third party sources without authorization

You may not, under any circumstances, use the Services in any manner that is

- (a) Unlawful;
- (b) That could damage, disable, overburden, or impair any Jet Play server or the network(s) connected to any Jet Play server;
- (c) That could interfere with any other party's use and enjoyment of the Services;
- (d) That collects or aggregates information regarding other users' actions relating to the Services; or
- (e) That gains or attempts to gain unauthorized access to any Services, unpublished information or material, other users' Accounts, or computer systems and/or networks connected to any Jet Play server, or to any of the Services, through hacking, password mining or any other means; or
- (f) That reverse engineers, decompiles, disassembles or attempts to reverse engineer, decompile, or disassemble any part of the Services.

JET PLAY RESERVES THE RIGHT TO REMOVE ANY MATERIAL POSTED THROUGH THE SERVICE THAT IT DETERMINES IN ITS SOLE DISCRETION IN VIOLATION OF ANY LAW OR RIGHT OF ANY PERSON, INFRINGES THE RIGHTS OF ANY PERSON, OR IS OTHERWISE INAPPROPRIATE FOR POSTING.

7. Communications

By providing Your email address to Jet Play and subscribing to Jet Play communications, You understand You may receive periodic information regarding current and future services offered on through the Service. You may unsubscribe at any time by terminating Your Account as described in Section 10 (Termination and Survivability).

8. Privacy/Security

You understand that any information provided by You or collected by Jet Play in connection with Your use of the Services will be used in the manner described in these Terms and in Jet Play's **Privacy Policy**:[\[www.jetplay.io\]](http://www.jetplay.io), such privacy policy being incorporated into and made a part of these Terms by this reference. If You do not agree to the Privacy Policy you may not use the Services. Without limiting the terms of the Privacy Policy, You understand that Jet Play does not guarantee that Your use of the Services and/or the information provided by You will be private or

secure, and Jet Play is not responsible or liable to You for any lack of privacy or security You may experience. You are fully responsible for taking precautions and providing security measures best suited for Your situation and intended use of the Services.

9. Jurisdictional Issues and Export Control Laws

The Services are controlled and operated by Jet Play from its offices within the United States. Jet Play makes no representation that the Services are appropriate or available for use in any other locations. Those who choose to access the Services from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

You agree to abide by applicable export control laws and not to transfer, by electronic transmission or otherwise, any materials subject to restrictions under such laws to a national destination prohibited by such laws, without first obtaining, and then complying with, any requisite government authorization. You further agree not to upload to the Services any data or software that cannot be exported without prior written government authorization, including, but not limited to, certain types of encryption software.

The Services may not be re-exported, downloaded or otherwise exported into (or to a national or resident of) any country to which the U.S. has embargoed goods, or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. You represent and warrant that You are not located in, under the control of, or a national or resident of any country or on any such list.

10. Termination and Survivability

These Terms are effective until terminated. Jet Play may terminate these Terms with or without notice to You by terminating Your Account as set forth in Section 4 (User Accounts). You may terminate these Terms and Your Account by sending an email stating Your intention to terminate these Terms to Jet Play at: privacy@jetplay.io, Attn: Accounts Department with the subject line "Account Termination". Such termination will not be effective until acknowledged by Jet Play but not more than twenty (20) business days after sending such termination email.

The provisions of Sections 5 (Ownership of Services), 10 (Termination and Survivability), 12 (Disclaimer of Warranty; Limitation of Liability), 13 (Indemnity), 14 (Jurisdiction and Choice of Law), 16 (Infringement Acknowledgement), and **Error! Reference source not found.** (Charges and Billing shall survive any termination of these Terms.

11. Links to Third-Party Sites

The Sites may link to third party sites ("**Linked Sites**"). These Linked Sites are not controlled by Jet Play. Jet Play is not responsible for the information of the Linked Sites, for the business practices or privacy policies of the Linked Sites, or for the collection, use or disclosure of any information by the Linked Sites. Jet Play provides links to the Linked Sites only as a matter of convenience, and the inclusion of any link does not imply an endorsement by Jet Play of any

Linked Site. Additionally, Jet Play is not involved in any way in the actual transaction between the Linked Sites and You. Jet Play acts solely as a passive conduit for the Linked Sites' sales, distribution and the communication of Your information with regards to transaction with Linked Sites.

You acknowledge and agree that Jet Play does not endorse, and 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 use of or reliance on any such information, goods or services available on or through any Linked Sites. You agree that Your use of the Linked Sites, including without limitation Your use of any information, data, advertising, products, or other materials on or available through the Linked Sites, is at Your own risk and is subject to the term and conditions or use applicable to the Linked Sites.

You assume any and all risks, known or unknown, now existing or hereafter arising, related to the transactions with the Linked Sites' items, including, but not limited to, completing transactions, default, negligence, unauthorized use of Your Account and password and other users acting under false identity.

You acknowledge that Jet Play is not a part to any possible future disputes between You and the Linked Sites. Resolution of any dispute is the full and sole responsibility of the involved parties and Jet Play will not act as a mediator between them. You release Jet Play, its agents, representatives and employees, from any and all claims, demands and damages, direct and indirect, suspected and unsuspected, arising from such dispute.

12. Disclaimer of Warranty; Limitation of Liability

To the maximum extent allowed by law, neither Jet Play nor its affiliates, subsidiaries, officers, directors, stockholders, employees, licensors, distributors, sublicensees, agents or subcontractors (collectively, the "*Jet Play Parties*")

YOU EXPRESSLY AGREE THAT THE USE OF THE SITES AND/OR SERVICES IS AT YOUR SOLE RISK. THE SITES AND/OR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS FOR YOUR USE, WITHOUT WARRANTIES (INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE) OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, UNLESS SUCH WARRANTIES OR CONDITIONS ARE LEGALLY INCAPABLE OF EXCLUSION.

JET PLAY PROVIDES THE JET PLAY SITES AND/OR JET PLAY SERVICES ON A COMMERCIALY REASONABLE BASIS AND DOES NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE JET PLAY SITES AND/OR JET PLAY SERVICES AT TIMES OR LOCATIONS OF YOUR CHOOSING, OR THAT JET PLAY WILL HAVE ADEQUATE CAPACITY FOR THE JET PLAY SITES AND/OR JET PLAY SERVICES AS A WHOLE OR IN ANY SPECIFIC GEOGRAPHIC AREA. JET PLAY DOES NOT WARRANT THAT YOUR USE OF THE JET PLAY SITES OR THE JET PLAY SERVICES WILL BE

UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE JET PLAY SERVICES (OR ANY PART THEREOF), THE SERVER(S) ON WHICH THE JET PLAY SITES ARE HOSTED OR CONTENT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE JET PLAY PARTIES ASSUME NO RESPONSIBILITY FOR ANY DAMAGES SUFFERED BY YOU, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, GAME PLAY, ITEMS OR CHARACTERS FROM DELAYS, NONDELIVERIES, ERRORS, SYSTEM DOWN TIME, MISDELIVERIES OR SERVICE INTERRUPTIONS CAUSED BY THE JET PLAY PARTIES, OR BY YOUR OR OTHER USERS' ERRORS AND/OR OMISSIONS.

YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL COMPUTER HARDWARE AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE THE JET PLAY SERVICES AND ALL CHARGES RELATED THERETO. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE JET PLAY SERVICES AND YOUR RELIANCE THEREON. NO OPINION, ADVICE OR STATEMENT OF JET PLAY OR ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, AGENTS, MEMBERS, EMPLOYEES OR VISITORS, WHETHER MADE THROUGH THE JET PLAY SERVICES OR OTHERWISE, SHALL CREATE ANY WARRANTY.

YOUR USE OF THE SITES, SERVICES AND ANY MATERIAL ARE ENTIRELY AT YOUR OWN RISK.

THE DISCLAIMERS OF LIABILITY CONTAINED IN THIS SECTION APPLY TO ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS) OR INJURY CAUSE BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION.

YOU ACKNOWLEDGE AND AGREE THAT TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW THE JET PLAY PARTIES ARE NOT LIABLE FOR ANY ACT OR FAILURE TO ACT BY THEM OR ANY OTHER PERSON REGARDING CONDUCT, COMMUNICATION OR MATERIALS ON THE JET PLAY SITES AND/OR JET PLAY SERVICES OR USE OF THE JET PLAY SITES AND/OR JET PLAY SERVICES. YOU ACKNOWLEDGE AND AGREE THAT YOUR EXCLUSIVE REMEDY FOR ANY DISPUTE WITH JET PLAY IS TO STOP USING THE SITES AND/OR SERVICES, AND TO CANCEL YOUR ACCOUNT(S).

IN NO CASE SHALL THE LIABILITY OF THE JET PLAY PARTIES TO YOU EXCEED THE AMOUNT THAT YOU PAID TO JET PLAY OR ITS DESIGNEES DURING THE PRIOR ONE (1) MONTH PERIOD FOR THE APPLICABLE SERVICES GIVING RISE TO ANY SUCH LIABILITY. IN NO CASE SHALL THE JET PLAY PARTIES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF THE SITES, SERVICES, OR THE MATERIALS, OR FOR

ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SITES, SERVICES, OR THE MATERIALS, OR INTERACTIONS WITH JET PLAY.

BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, THE LIABILITY OF JET PLAY AND THE JET PLAY PARTIES SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. JET PLAY DOES NOT ENDORSE, WARRANT OR GUARANTEE ANY THIRD-PARTY PRODUCT OR SERVICE OFFERED THROUGH THE SITES AND/OR SERVICES AND WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

THE JET PLAY PARTIES MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION CONTAINED IN THE DOCUMENTS AND RELATED GRAPHICS PUBLISHED AS PART OF THE JET PLAY SITES AND/OR JET PLAY SERVICES FOR ANY PURPOSE. THE DOCUMENTS AND RELATED GRAPHICS PUBLISHED ON THE JET PLAY SITES AND/OR JET PLAY SERVICES MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS.

JET PLAY EXPRESSLY DISCLAIMS ALL REPRESENTATION AND WARRANTIES REGARDING GOODS OR SERVICES YOU OBTAIN FROM THIRD PARTIES DURING YOUR USE OF THE JET PLAY SITES AND/OR JET PLAY SERVICES. YOU AGREE TO LOOK SOLELY TO THIRD PARTIES FOR ANY AND ALL CLAIMS REGARDING SUCH TRANSACTIONS WITH THIRD PARTIES. YOU FURTHER AGREE THAT THIRD PARTY ITEMS PURCHASED ARE DONE SO VIA AN AGREEMENT BETWEEN YOU AND THE THIRD PARTY.

ANY REFERENCE TO A PERSON, ENTITY, PRODUCT, OR SERVICE ON THE JET PLAY SITES DOES NOT CONSTITUTE AN ENDORSEMENT OR RECOMMENDATION BY JET PLAY OR ANY OF ITS EMPLOYEES. NO COMMUNICATION OF ANY KIND BETWEEN YOU AND JET PLAY OR A REPRESENTATIVE OF JET PLAY SHALL CONSTITUTE A WAIVER OF ANY LIMITATIONS OF LIABILITY HEREUNDER OR CREATE ANY ADDITIONAL WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF USE.

JET PLAY RESERVES THE RIGHT TO REMOVE ANY MATERIAL POSTED ON THE MESSAGE BOARDS OR OTHER AREAS OF THIS WEBSITE THAT IT DETERMINES IN ITS SOLE DISCRETION IN VIOLATION OF ANY LAW OR RIGHT OF ANY PERSON, INFRINGES THE RIGHTS OF ANY PERSON, OR IS OTHERWISE INAPPROPRIATE FOR POSTING ON THE WEBSITE.

13. Indemnity

You agree to defend, indemnify and hold harmless Jet Play and its directors, officers, employees, agents, shareholders, licensors, parent companies and representatives, from and against all claims, losses, costs and expenses (including without limitation reasonable attorneys' fees) arising out of

- (a) Your use of, or activities in connection with the Services;
- (b) Any violation of these Terms by You or through Your Account or using Your user name; or
- (c) Any allegation that any information, messages, or materials that You make available or create through the Services infringe or otherwise violate the copyright, trademark, trade secret, privacy or other intellectual property or other rights of any third party.

14. Jurisdiction and Choice of Law

These Terms, and any disputes arising from or relating to the conduct covered by the Terms, are governed by the laws of the State of Washington. You hereby submit to the exclusive jurisdiction, including waiving any objection to personal jurisdiction, of the federal and State courts residing in Seattle, WA without regards to any principles of conflicts of laws and the United Nations Convention on Contracts for the International Sale of Goods. Those who choose to access the Sites and/or the Services from locations outside of Washington do so on their own initiative contrary to the terms of these Terms, and are responsible for compliance with local laws if and to the extent local laws are applicable.

15. User Submissions. Jet Play does not accept or consider unsolicited ideas, including ideas for new promotions, products, technologies or processes (collectively, “**User Submissions**”). You must not transmit any User Submission to or through the Jet Play Sites or to Jet Play through email that you consider to be confidential or proprietary, and any User Submissions shall be deemed non-confidential. You are responsible and liable for any User Submissions. You agree, represent and warrant that any User Submission is:

- (a) Truthful, accurate, and not misleading,
- (b) Offered in good faith, and
- (c) That you have the right to transmit such information.

Certain information submitted by you, or otherwise collected from you, is subject to Jet Play’s Privacy Policy. Except as expressly provided in Jet Play’s Privacy Policy, you agree that by submitting User Submissions to Jet Play, including any concepts, know-how or ideas, you hereby grant Jet Play a perpetual, worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of and display the User Submissions in connection with the Jet Play Sites and Jet Play’s (and its successor’s) business, including without limitation for promoting and redistributing part or all of the User Submission (and derivative works thereof) in any media formats and through any media channels whether now known or hereafter developed, without payment or accounting to you or others.

16. Infringement Acknowledgement.

You and Jet Play acknowledge and agree that, in the event of a third party claim that the Services or Your possession or use of the Services infringes any third party’s intellectual property rights,

You (and not Jet Play) will be responsible for the investigation, defense, settlement, and discharge of any such claim of intellectual property infringement. You will, however, notify Jet Play in writing of such a claim.

17. Charges and Billing

You agree to pay all fees or charges incurred by Your Account, including applicable taxes, in accordance with these Terms of Service and the billing terms that are in effect at the time that the fee or charge becomes payable. Unless otherwise indicated, all prices are in US Dollars and do not include Internet service provider, telephone, and other connection charges. Jet Play may add new services for additional fees and charges, or proactively amend fees and charges for existing services, at any time in its sole discretion. You represent to Jet Play that You are an authorized user or an authorized user of the chosen method of payment used to pay all fees You incur plus all applicable taxes. **YOU ARE FULLY LIABLE FOR ALL CHARGES TO YOUR ACCOUNT.**

17.1 Fees Charged by Third-Party Sites

Jet Play may provide links to other websites. Some of these websites may charge separate fees, which are not included in any subscription or other fees that You may pay to Jet Play. Jet Play may also provide access to third-party vendors who provide information, goods and/or services on the Jet Play Sites or the Internet. Any separate charges or obligations You incur in Your dealings with these third parties are Your responsibility. Jet Play makes no representation or warranty regarding any information, goods and/or services provided by any third-party.

17.2 No Purchases by Minors

Jet Play may offer products or other services for purchase online from Jet Play. You must be at least 18 years of age or older to purchase such products or other services. By ordering a product or service online from Jet Play, You represent that You are 18 years of age or older. If a person under the age of 18 orders a product or service from Jet Play, then the parent or guardian of that person may return the product or service for a refund according to the posted returns and exchanges policy related to that specific order.

18. Assignment

Jet Play may assign these Terms, in whole or in part, at any time. You may not assign, transfer or sublicense these Terms or any or all of Your rights or obligations under these Terms without Jet Play's express prior written consent.

19. Waiver

No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default.

20. Headings

Any heading, caption or Section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any Section or provision hereof.

21. Notice

Notices to You may be made via posting to the Sites, by email, or by regular mail, in Jet Play's discretion. Jet Play may also provide notices of changes to these Terms or other matters by displaying such notices or by providing links to such notices on through the Service. Without limitation, You agree that a printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

22. Severability

If any part of these Terms are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms shall continue in effect.

23. Complete Agreement

These Terms, including the documents expressly incorporated by reference, constitute the entire agreement between You and Jet Play with respect to its subject matter. These Terms supersede all prior or contemporaneous communications, whether electronic, oral or written, between You and Jet Play with respect to its subject matter and You represent that You have not relied on any such communications in accepting these Terms.

24. Notice for California Users.

Under California Civil Code Section 1789.3, California Website users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

25. Questions

If you have any questions, comments or complaints regarding these Terms or the Sites or Services, feel free to contact us at: privacy@jetplay.io.

26. General Provisions

A printed version of these Terms and of any notices given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

The parties agree that all correspondence relating to these Terms, shall be written in the English language.

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