

LvlUpGames L.L.C. Terms of Service

This document establishes the legal terms between LvlUpGames L.L.C. (“LvlUp”) and users engaging with our digital services, including the website hosted at <https://lvlupgames.vercel.app/dashboard/my-team/team-profile/player> (the “Site”) and the gaming performance and analytic services, collectively referred to as the “Services.” Users are advised to carefully read and understand the following legally binding terms and conditions, herein referred to as the “Terms,” alongside our Privacy Policy, which governs data collection and usage.

1. Acceptance of Terms

By using our Services, users expressly agree to be legally bound by the conditions outlined in these Terms. Users who do not agree should refrain from participating in the Services.

2. Data Privacy Agreement

For an explanation of how we collect, use, and disclose user information, please refer to our [privacy policy](#). Using the Services implies acknowledgment and agreement to abide by the rules set out in the Privacy Policy.

3. Changes to Terms and Services

LvlUp has the authority to modify the Terms at its discretion. Notice of such modifications will be provided through visible posting on the Site or alternative communication methods. Continued use of the Services after modifications indicates user acceptance of the revised Terms. Users who disagree with the amended Terms are encouraged to stop using the Services. Additionally, LvlUp has the authority to make changes or terminate any aspect of the Services without prior notice, as determined by its discretion. The dynamic journey continues within the framework of legal requirements.

4. Who May Use The Services

A. Eligibility

Usage of the Services is contingent upon meeting specific eligibility criteria. You may access and use the Services only if you are 13 years of age or older and are not prohibited by applicable law from utilizing the Services. Notably, the age requirement aligns with the prerequisites imposed by most, if not all, games for which our Services are tailored. This age threshold should be anticipated and is not unexpected.

B. Registration And User Information

To access certain features of the Services, you are required to create an account (“Account”). Account creation can be accomplished through the Site or by utilizing third-party services like Google, Facebook, Twitter, Twitch, Steam, or RIOT. If you opt for the third-party account creation method, we will generate your Account by extracting specific personal information, such as your name and email address, from the chosen third-party account, as permitted by your privacy settings. Providing accurate, comprehensive, and current information for your Account is imperative, and you commit to updating such information as necessary to ensure accuracy and completeness. Failure to do so may result in the suspension or termination of your Account. You undertake not to disclose your Account password to any third party and agree to promptly notify us of any unauthorized use of your Account. You are accountable for all activities conducted under your Account, whether or not you are cognizant of them.

5. Feedback

We appreciate and encourage users to provide feedback, comments, and suggestions for enhancing the Services (“Feedback”). Feedback can be submitted by emailing us at rayjorgensen@lvlupgames.net. By submitting Feedback, you grant us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicensable, and transferable license under any and all intellectual property rights you own or control. This license allows us to use, copy, modify, create derivative works, and exploit the Feedback for any purpose.

6. Subscription

To access certain features of the Services, a fee is required for specific portions, such as premium and “collector’s edition” versions. Users can acquire access through a subscription (“Subscription”).

A. General

When you initiate a purchase (each, a “Transaction”), you expressly authorize us (or our third-party payment processor) to charge you for the Transaction. Additional information, termed “Payment Information,” may be required, including credit card details, expiration date, and billing addresses. You assert that you possess the legal right to use the provided payment method(s). Initiation of a Transaction authorizes us to share your Payment Information with third parties to complete the Transaction and charge your payment method for the selected Transaction type (plus applicable taxes and charges).

B. Subscriptions

If you opt for a Subscription, you will be charged the monthly, quarterly, or annual Subscription Fee, along with applicable taxes and charges, at the start and subsequent

periods. The charge will be automatic until you cancel your Subscription. By accepting these Terms and purchasing a Subscription, you acknowledge the recurring payment feature and accept responsibility for all recurring payment obligations until cancellation.

C. Cancelling Subscription

Transactions can be canceled for a full refund within seven (7) calendar days of the initial purchase. After this period, purchases are final, and refunds or cancellations are not available. Unexpected circumstances may lead to Transaction cancellations, with a refund of any payment already remitted. Subscription cancellation is possible at any time, effective at the end of the current Subscription period. Refunds for the current Subscription period are not provided upon cancellation, except within the initial Subscription purchase period. To cancel, use the "cancel subscription" button in your account settings. You are responsible for Subscription Fees (plus applicable taxes and charges) for the current period. Upon cancellation, your right to use the Services persists until the end of the current subscription period, terminating without additional charges.

7. Content And Content Rights

For the purposes of these Terms: (i) "Content" encompasses text, graphics, images, music, software, audio, video, works of authorship, information related to your gaming experience, and any materials posted, generated, provided, or made available through the Services. (ii) "User Content" refers to any Content provided by Account holders, including Highlights (as defined below). User Content is a subset of Content.

A. Content Ownership, Responsibility, And Removal

LvlUpGames L.L.C. does not assert ownership rights over User Content. These Terms do not limit your rights to use and exploit your User Content. However, LvlUpGames L.L.C. and its licensors exclusively own all rights, title, and interest in the Services and Content, including associated intellectual property rights. The Services and Content are protected by copyright, trademark, and other applicable laws. You agree not to alter or obscure any copyright, trademark, service mark, or other proprietary rights notices accompanying the Services or Content.

B. Rights In User Content Granted By You

By making User Content available through the Services, you grant LvlUpGames L.L.C. a non-exclusive, transferable, sublicensable, worldwide, royalty-free license to use, copy, modify, create derivative works, distribute, publicly display, and perform your User Content. This license facilitates the operation of the Services and provision of Content to you and other Account holders. You are solely responsible for your User Content, affirming

ownership or necessary rights for the granted license. You further warrant that your User Content, its use, and provision through the Services will not infringe on third-party intellectual property rights, rights of publicity or privacy, or violate any applicable law or regulation.

8. Links To Third-Party Websites Or Resources

The Services may include links to third-party websites or resources. These links are provided solely for convenience, and we are not accountable for the content, products, or services offered on or through those websites or resources, or any links displayed on such websites. You acknowledge full responsibility for and assume all risks associated with your use of any third- party websites or resources.

9. Termination

We reserve the right to terminate your access to and use of the Services at our discretion, without notice. You have the option to cancel your Account at any time by notifying us via email at rayjorgensen@lvlupgames.net

10. Indemnity

You agree to indemnify and hold L.L.C. and its officers, directors, employees, and agents harmless from any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including reasonable legal and accounting fees. This indemnification pertains to:

(i) Your access to or use of the Services or Content.(ii) Your User Content and Highlights.(iii) Your violation of these Terms.

11. Limitation Of Liability

Neither LvlUpGames L.L.C. nor any other party involved in creating, producing, or delivering the Services or Content will be liable for any incidental, special, exemplary, or consequential damages. This includes damages for lost profits, lost revenues, lost savings, lost business opportunity, loss of data or goodwill, service interruption, computer damage, or system failure. It also covers the cost of substitute services of any kind arising out of or in connection with these Terms or the use of, or inability to use, the Services or Content. This limitation applies whether the claim is based on warranty, contract, tort (including negligence), product liability, or any other legal theory. It applies whether or not LvlUpGames L.L.C. or any other party has been informed of the possibility of such damage. Even if a limited remedy set forth herein is found to have failed its essential purpose, some jurisdictions may not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you. In no event will

LvlUpGames L.L.C.'s total liability arising out of or in connection with these Terms or the use of, or inability to use, the Services or Content exceed the amounts you have paid to LvlUpGames L.L.C. for use of the Services or Content, or one hundred dollars (\$100), if you have not had any payment obligations to LvlUpGames L.L.C. as applicable. The exclusions and limitations of damages outlined above are fundamental elements of the basis of the bargain between LvlUpGames L.L.C. and you.

12. Governing Law

These Terms and any action related to them will be governed by the laws of United States of America, without regard to its conflict of laws provisions. Unless explicitly stated otherwise in Section 14, "Dispute Resolution for Consumers," all Disputes (defined below) not mandated for arbitration will fall under the exclusive jurisdiction of the courts in United States of America. You and LvlUpGames L.L.C. each waive any objection to jurisdiction and venue in such courts. Note: The term "Disputes" refers to any claim, controversy, or dispute between you and LvlUpGames L.L.C.

13. General Terms

These Terms constitute the entire and exclusive understanding and agreement between LvlUpGames L.L.C. and you concerning the Services and Content, superseding any prior oral or written understandings or agreements. In the event that an arbitrator or a court of competent jurisdiction holds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will continue to be valid and enforceable. You may not assign or transfer these Terms without the prior written consent of LvlUpGames L.L.C. Any attempt to do so without such consent will be void. LvlUpGames L.L.C. may freely assign or transfer these Terms without restriction. Notwithstanding, these Terms will bind and benefit the parties, their successors, and permitted assigns. Any notices or communications provided by LvlUpGames L.L.C. under these Terms, including modifications to these Terms, will be given: (i) via email; or (ii) by posting to the Services. By accepting these terms, you also accept to receive emails from LvlUpGames L.L.C. For notices sent via email, the date of receipt will be deemed the date on which such notice is transmitted. The failure of LvlUpGames L.L.C. to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. Any waiver of such right or provision will be effective only if in writing and signed by an authorized representative of LvlUpGames L.L.C. Unless expressly set forth in these Terms, the exercise of any remedy by either party under these Terms will not prejudice its other remedies under these Terms or otherwise.

14. General Terms

For any inquiries about these Terms or the Services, please contact LvlUpGames L.L.C. at rayjorgensen@lvlupgames.net