

# SERVICES TERMS OF USE

Last updated [December 26, 2022]

***PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY***

## AGREEMENT TO TERMS

These Terms and Conditions constitute a legally binding Agreement made between you and JollyCo LLC (“JollyCo”, “we”, “us” or “our”), concerning your access to and use of our Services. For purposes of this Agreement, "Services" means all software programs made available by JollyCo LLC including, but not limited to mobile games, downloadable/installable games for personal computers, and consoles, websites.

You agree that by accessing the Services, you have read, understood, and agree to be bound by all of these Terms and Conditions Use. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS and CONDITIONS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.

We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of these Terms and Conditions and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms and Conditions to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms and Conditions by your continued use of the Services after the date such revised Terms are posted.

You should also read our Privacy Policy to understand how we and third party services collect and use your personal and non-personal data: <https://jollyco.us/docs/privacypolicy.pdf>

## INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Services are our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Services (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, foreign jurisdictions, and international conventions. The Content and the Marks are provided “AS IS” for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Services and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold,

licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Services, you are granted a limited license to access and use the Services and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Services, Content and the Marks.

## **USER REPRESENTATIONS**

By using the Services, you represent and warrant that: [(1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary;] (3) you have the legal capacity and you agree to comply with these Terms of Use; [(4) you are not under the age of 6;] (5) not a minor in the jurisdiction in which you reside[, or if a minor, you have received parental permission to use the Services]; (6) you will not access the Services through automated or non-human means, whether through a bot, script or otherwise; (7) you will not use the Services for any illegal or unauthorized purpose; and (8) your use of the Services will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

## **PROHIBITED ACTIVITIES**

Unless you have received prior written authorization from us, you agree not to:

- use cheats, automation software, bots, hacks or any other unauthorized software designed to modify or interfere with the Services and/or any files that are part of the Services ;
- commercially exploit our Services, its Gameplay, Characters, Design, 2D or 3D models, Artwork or any other part of the Services;
- create Derivative Works of the Services;
- access or use the Services with any technology or means other than those provided in the Services, or through other explicitly authorized means that we may designate;
- make a copy of the Services available on a network where it could be used by multiple users;
- register domain names, social media accounts or related addresses that include our trademarks;

- use the Services or related assets and/or our trademarks on or in connection with content that (i) promotes cheats, hacks, violence, discrimination, inappropriate themes, illegal activities, or sexually explicit content; (ii) makes untrue, dishonest, disparaging, or libelous statements about our and/or its products, employees, and agents; and/or (iii) contains other objectionable content;
- resell, copy, transfer, distribute, display, translate, or modify the Services or make derivative works of the Services or any part thereof;
- re-use, copy, or distribute text, pictures, music, barcodes, video, data, hyperlinks, displays or any other content provided by the Services ;
- redistribute, sublicense, rent, publish, perform, sell, assign, lease, market, transfer, or otherwise make the Services available to third parties;
- seek to disable, reverse engineer, decompile or otherwise attempt to extract the source code of the Services or any part thereof, unless this is expressly permitted or required by applicable law or by the licensing terms governing the use of any open-sourced components included within the Services;
- delete, obscure, or in any manner alter any warning, notice (including but not limited to any copyright or other proprietary rights notice), or link that appears in the Services;
- use the Services when operating vehicles;
- remove or alter our trademarks or logos or legal notices included in the Services or related assets;
- use the service to try to gain unauthorized access to any service, data, account or network by any means;
- post any information that contains nudity, violence, or offensive subject matter or that contains a link to such content;
- make an attempt to or harass, abuse, threaten, defame or otherwise infringe or violate the rights of any other party;
- use the Services in any way that is unlawful, fraudulent, or deceptive;
- use technology or any other means to access our proprietary information not authorized by us;
- use or launch any automated system to access our website or computer systems;
- attempt to introduce viruses or any other malicious computer code that interrupts, destroys, or limits the functionality of any computer software, hardware, or telecommunications equipment;
- attempt to gain unauthorized access to our computer network or user accounts;
- encourage conduct that would constitute a criminal offense, or would give rise to civil liability; or
- use the Services in any manner not expressly allowed in this agreement.

We reserve the right to determine in our sole discretion what kind of conduct is considered to be in violation of the terms of this agreement. Furthermore, we reserve the right to take appropriate action as a result of your violation of the terms of this agreement, including but not limited to prohibiting you from using our Services in whole or in part.

# **THIRD-PARTY SERVICES AND CONTENT**

The Services may contain (or you may be sent via the Services) links to other services ("Third-Party Services") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Services and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Services accessed through the Services or any Third-Party Content posted on, available through, or installed from the Services, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Services or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Services or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Services and access the Third-Party Services or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms of Use no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any service to which you navigate from the Services or relating to any applications you use or install from the Services. Any purchases you make through Third-Party Services will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Services and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Services.

## **SOCIAL MEDIA**

As part of the functionality of the Services, you may link your account with online accounts you have with third-party service providers (each such account, a "Third-Party Account") by either: (1) providing your Third-Party Account login information through the Services; or (2) allowing us to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent and warrant that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account, without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the third-party service provider of the Third-Party Account. By granting us access to any Third-Party Accounts, you understand that (1) we may access, make available, and store (if applicable) any content that you have provided to and stored in your Third-Party Account (the "Social Network Content") so that it is available on and through the Services via your account, including without limitation any friend lists and (2) we may submit to and receive from your

Third-Party Account additional information to the extent you are notified when you link your account with the Third-Party Account. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your account on the Site. Please note that if a Third-Party Account or associated service becomes unavailable or our access to such Third-Party Account is terminated by the third-party service provider, then Social Network Content may no longer be available on and through the Services. You will have the ability to disable the connection between your account on the Services and your Third-Party Accounts at any time. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS. We make no effort to review any Social Network Content for any purpose, including but not limited to, for accuracy, legality, or non-infringement, and we are not responsible for any Social Network Content. You acknowledge and agree that we may access your email address book associated with a Third-Party Account and your contacts list stored on your mobile device or tablet computer solely for purposes of identifying and informing you of those contacts who have also registered to use the App. You can deactivate the connection between the Services and your Third-Party Account by contacting us using the contact information below or through your account settings (if applicable).

## **SUBMISSIONS**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Services ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

## **IN-APP PURCHASES**

Our Mobile games may offer in-app purchases. Even though our Mobile games offer In-App Purchases, in a limited timeframe, you can play and access all levels of Mobile games without making any In-App Purchases by using real money. Limited timeframe is set by us.

By completing an In-App Purchase you obtain a limited, personal, non-transferable, non-sublicensable, revocable license to use virtual currency, virtual items, and other virtual content («Virtual Items») within our Mobile games. Virtual Items are not redeemable or subject to refund and cannot be traded outside of the Mobile games for money or other items of value. We may manage, regulate, control, modify or eliminate Virtual Items and the price for Virtual Items at any time, with or without notice. We shall have no liability to you or any third party in the event that we exercise any such rights.

In-App Purchases are subject to the payment terms and conditions of the platform (e.g. iOS Platform, Android Platform, Windows Platform, etc.) from which You make Your purchase. We do not control or manage the payment process. Please review the relevant terms and conditions of the applicable platform provider before making any In-App Purchases.

ALL PURCHASES ARE FINAL. YOU HEREBY ACKNOWLEDGE THAT WE ARE NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL ITEMS/SUBSCRIPTIONS WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY, UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW.

## **SOFTWARE MANAGEMENT**

We reserve the right, but not the obligation, to: (1) monitor the Services for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

## **USER DATA COLLECTION AND USAGE**

We do not collect classical Personal Data through our Services (such as you name, address, email or phone number) and you can use our Services without providing us with your classical Personal Data. We will receive your classical Personal Data (such as you name, address, email or phone number) only when you contact us directly and will use such Personal Data only to respond to your inquiry.

To facilitate Services support, Services development and improvement as well as other services to you, you agree that we or other third parties may use analytic technologies to collect, use, store and transmit non-personally identifiable technical and related data regarding your device (including unique device ID or UDID), IP address, geolocation, device maker and model, operating system. In addition, we and/or third parties may collect, store, use and transmit non-personally identifiable game play data, session data, carrier information as well as online and Services usage metrics, statistics and/or analytics. The Personal Data collected by third parties will be collected, used, stored, transferred and disclosed pursuant to the third party's Privacy Policy.

The Services do use third-party services that may use and handle end-user Personal Data. Links to privacy policy of third party service providers used by the Services:

- [Apple Privacy Policy](#)
- [Google Privacy Policy](#)
- [Unity Analytics](#)
- [Firebase Analytics](#)
- [Photon Privacy Policy](#)
- [AppsFlyer](#)
- [Meta](#)
- [Meta Platforms Technologies](#)
- [Oculus](#)

The Services may use the following ad serving services:

- [AdMob](#)
- [Unity Ads](#)

The ad serving services may collect and use your Personal Data, such as advertising ID, IDFA, IP address and other information that may be personal to you for the purpose of interest-based advertising.

By installing, accessing or using the Services, you consent to these information collection and usage terms, including (where applicable) the transfer of data into a country outside of the European Union and/or the European Economic Area or the United States.

## PRIVACY POLICY

We respect your privacy rights and recognize the importance of protecting any

information collected about you. Please review our Privacy Policy [<https://jollyco.us/docs/privacypolicy.pdf>]. By using the Services, you agree to be bound by our Privacy Policy, which is incorporated into these Terms of Use.

## **TERM AND TERMINATION**

The term of this agreement shall commence on the date you install or otherwise use the Services and shall end on the earlier of the date of your disposal of the Services or our termination of this agreement. You may terminate this agreement by uninstalling the Services.

Uninstalling the Services does not result in a refund of the amount paid for the Services. We reserve the right, using our sole discretion, to terminate this agreement, or request that you remove the Services from your device for any reason, including but not limited to our reasonable conclusion that you have violated this agreement. Promptly upon termination, you must cease all use of the Services and destroy all copies of the Services in your possession or control.

Termination will not limit any of our other rights or remedies at law or in equity. If any of the platforms disable the ability to use the Services on your device pursuant to your agreement with such platform, any associated license rights with us will terminate as well.

## **MODIFICATIONS AND INTERRUPTIONS**

We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Services. We also reserve the right to modify or discontinue all or part of the Services without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services.

We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.



# DISCLAIMER

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE SERVICES ARE PROVIDED TO YOU «AS IS», WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND, WITHOUT PERFORMANCE ASSURANCES OR GUARANTEES OF ANY KIND, AND YOUR USE IS AT YOUR SOLE RISK. THE ENTIRE RISK OF SATISFACTORY QUALITY AND PERFORMANCE RESIDES WITH YOU. JOLLYCO AND JOLLYCO'S LICENSORS (COLLECTIVELY «JOLLYCO» FOR PURPOSES OF THIS SECTION) DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, INCLUDING IMPLIED WARRANTIES OF CONDITION, UNINTERRUPTED USE, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD-PARTY RIGHTS, AND WARRANTIES (IF ANY) ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

JOLLYCO DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SERVICES; THAT THE SERVICES WILL MEET YOUR REQUIREMENTS; THAT OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; THAT THE SERVICES WILL INTEROPERATE OR BE COMPATIBLE WITH ANY OTHER SOFTWARE; THAT ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED; OR THAT THE SERVICES WILL BE AVAILABLE FOR REINSTALLS TO THE SAME OR MULTIPLE DEVICES.

NO ORAL OR WRITTEN ADVICE PROVIDED BY JOLLYCO OR ANY AUTHORIZED REPRESENTATIVE OR THIRD PARTY SHALL CREATE A WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF, OR LIMITATIONS ON, IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

# LIMITATIONS OF LIABILITY

TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IN NO EVENT SHALL JOLLYCO, ITS SUBSIDIARIES OR ITS AFFILIATES BE LIABLE TO YOU FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER FORM OF DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES FROM ANY CAUSES OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE, WHETHER OR NOT JOLLYCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND WHETHER OR NOT

REPAIR, REPLACEMENT, OR A REFUND (IF AWARDED AT OUR SOLE DISCRETION) FOR THE SERVICES DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES.

SOME JURISDICTIONS DO NOT ALLOW A LIMITATION OF LIABILITY FOR DEATH, PERSONAL INJURY, FRAUDULENT MISREPRESENTATIONS OR CERTAIN INTENTIONAL OR NEGLIGENT ACTS, OR VIOLATION OF SPECIFIC STATUTES, OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. In no event shall JOLLYCO's total liability to you for all damages (except as required by applicable law) exceed the amount actually paid by you for the Services. THIS LIMITATION APPLIES BUT IS NOT LIMITED TO ANYTHING RELATED TO THE SERVICES, OR CONTENT MADE AVAILABLE THROUGH THE SERVICES. You agree that the provisions in this agreement that limit liability are essential terms of this agreement.

## **INDEMNIFICATION**

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) [your Contributions]; (2) use of the Services; (3) breach of these Terms of Use; (4) any breach of your representations and warranties set forth in these Terms of Use; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Services with whom you connected via the Services. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

## **GOVERNING LAW**

This Agreement is governed by, and shall be interpreted, construed and enforced in accordance with, the laws of the state of Florida, without giving effect to any choice of law or conflict of laws provisions that would cause the application of the law of any other State or jurisdiction. The Parties acknowledge and agree that the state of Florida has a substantial relationship to the circumstances, transactions and events giving rise to this Agreement.

# **CHOICE OF FORUM**

The Parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of, and venue in, any state or federal court in City of Miami, Florida (Miami-Dade County) (“a Permitted Court”) for the purposes of any legal action or lawsuit arising out of this Agreement or any of the transactions or obligations contemplated thereby, and in each case appropriate appellate courts therefrom. Neither Party shall commence any such legal action or lawsuit in a court other than a Permitted Court. The Parties hereby irrevocably and unconditionally waive any objection that such Party might now have or in the future have, and shall not plead or claim, that any such legal action or lawsuit brought in a Permitted Court has been brought in an inconvenient forum. The Parties further irrevocably and unconditionally waive any objection to the laying of venue of such legal action or lawsuit in a Permitted Court.

# **CONTACT INFORMATION**

In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us at:

Corporate Name: JollyCo LLC

Corporate Address: 601 Heritage Drive, STE 207 Jupiter, FL, 33458-2777

Corporate Phone Number: Tel. 786- 812-1555

Email: [jollybattle.com@gmail.com](mailto:jollybattle.com@gmail.com)