

Platform Terms of Use

JOIN ROLL, LLC

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THESE TERMS OF USE CONTAIN A BINDING, INDIVIDUAL ARBITRATION AND CLASS-ACTION WAIVER PROVISION. IF YOU ACCEPT THESE TERMS, YOU AND COMPANY AGREE TO RESOLVE DISPUTES IN BINDING, INDIVIDUAL ARBITRATION AND GIVE UP THE RIGHT TO GO TO COURT INDIVIDUALLY OR AS PART OF A CLASS ACTION.

TO ENTER INTO THE CONTRACT CREATED BY THESE TERMS OF USE, YOU MUST BE AN ADULT OF THE LEGAL AGE OF MAJORITY IN YOUR COUNTRY OF RESIDENCE. YOU ARE LEGALLY AND FINANCIALLY RESPONSIBLE FOR ALL ACTIONS USING OR ACCESSING OUR SOFTWARE, INCLUDING THE ACTIONS OF ANYONE YOU ALLOW TO ACCESS TO YOUR ACCOUNT. YOU AFFIRM THAT YOU HAVE REACHED THE LEGAL AGE OF MAJORITY, UNDERSTAND AND ACCEPT THESE TERMS (INCLUDING ITS DISPUTE RESOLUTION TERMS). IF YOU ARE UNDER THE LEGAL AGE OF MAJORITY, YOUR PARENT OR LEGAL GUARDIAN MUST CONSENT TO THESE TERMS.

Acceptance of the Terms of Use

These terms of use are entered into by and between You and Join Roll, LLC (“**Company**,” “**we**,” or “**us**”). The following terms and conditions, together with any documents they incorporate by reference (collectively, “**Terms of Use**”, “**Terms**”), govern your access to and use of the Join Roll, LLC content viewing and sponsor platform, which may be referred to as “<NAME>”, including any related software applications, mobile applications, or websites, including the website at JoinRoll.com, and including any content, functionality, and services offered on or through JoinRoll.com (collectively, the “**Platform**”), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Platform. **By using the Platform or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at <https://joinroll.com/privacy-policy.pdf>, incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Platform.

Registration for the Platform is offered and available to users who are 13 years of age or older, and reside in the United States or any of its territories or possessions. In order to purchase or use any paid services through the Platform, you must be at least 18 years old or have your parent’s permission. By using this Platform, you represent and warrant that you are of legal age to form a binding contract with Company and, if you are under the age of 18, that you do so with your parent’s permission and on behalf of your parents, with such permission extending both to use of the Platform, as well as use of any Payment Method (as defined below) provided to the Platform, and that you additionally meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Platform.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Platform thereafter. Your continued use of the Platform following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

Accessing the Platform and Account Security

We reserve the right to withdraw or amend this Platform, and any service or material we provide on the Platform, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Platform is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Platform, or the entire Platform, to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Platform.
- Ensuring that all persons who access the Platform through your internet connection are aware of these Terms of Use and comply with them.
- Anything that occurs on or through your account, regardless of who is using your account.
- Anything illegal, abusive to others, or abusive to the Company or Platform, if occurring on the Platform or using information from the Platform.
- All changes made to your Account Settings (as defined below), whether or not made by you or with your permission.

To access the Platform or some of the resources it offers, you may be asked to provide certain registration details or other information. This may include granting the Platform access to your third-party accounts, such as Google or Facebook, in order to register for the Platform, or to enable some features of the Platform. Your registration for the Platform using a third-party account may be subject to the terms of use and policies of those third-parties, which you should review and understand. It is a condition of your use of the Platform that all the information you provide on the Platform is correct, current, and complete. You agree that all information you provide to register with this Platform or otherwise, including, but not limited to, through the use of any interactive features on the Platform, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Platform or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Subscribing to the Platform

Company has selected content creators and influencers (“**Creators**”) to create content, including exclusive content, that may be made available via the Platform. Your use of the Platform may give you access to certain content, including audio, video, images, text descriptions, and other content that is created by Creators (collectively, “**Content**”). Company strives to ensure that Creators and their Content meet Company’s Content Standards and provide Content that is high quality and compelling, but Company does not review all Content that is posted by Creators.

Based upon your selections and choices made when creating and using your account, your account will be configured with certain information, subscriptions, features, or other characteristics (“**Account Settings**”). When configuring your Account Settings, you may have the option to subscribe to certain paid features of the Platform, which may include features, tools, functions, areas, or other portions or uses of the Platform (“**Subscription Features**”). In some cases, the Subscription Features may include access to certain non-public Content of one or more Creators (a “**Creator Subscription**”).

Subject to these Terms of Use, Subscription Features will be provided to you for the period of time that you have selected and configured when configuring your Account Settings (the “**Subscription Period**”), and you will be charged certain fees based on the selected Subscription Features and Subscription Periods (“**Subscription Fees**”). The Subscription Fees that will be charged to you and the dates that you will incur such charges may be reviewed in your Account Settings. You may cancel any Subscription Feature at any time by changing your Account Settings, with such changing taking effect after the end of the then current Subscription Period, at which time you will no longer have access to the Subscription Feature.

Company and/or Creators may change the Subscription Fees for Creator Subscriptions or other Subscription Features in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in these Terms of Use, any price changes or changes to your Subscription Fees will take effect following notice to you, and you will have the option to cancel the affected Subscription Feature prior to incurring any subsequent Subscription Fees.

All Subscription Fees are non-refundable once charged to you. You acknowledge that Company makes no guarantee of your satisfaction, enjoyment, or use of your Creator Subscription or other Subscription Features, and that there is no guarantee that a particular Creator for whom you have a Creator Subscription will provide a type, volume, frequency, or quality of Content that meets your expectations. You acknowledge that your only remedy for dissatisfaction with any Content is cancelation of that Creator Subscription.

Payment of Fees

When registering for the Platform or selecting Subscription Features, you are required to provide a current, valid, accepted method of payment, as may be updated from time to time and which may include payment through a third party (a “**Payment Method**”). You hereby grant Company the permission use your Payment Method for completion of any payments associated with the Platform, and to provide your Payment Method to a third-party for completion of any payments associated with the Platform as may be needed. You agree that Company and its third-party payment processors may use your Payment Method both for any newly added Subscription Feature, as well as for any subsequent renewal of any Subscription Feature upon the end of each Subscription Period.

The Subscription Fees and any other charges you may incur in connection with your use of the Platform, such as taxes and possible transaction fees, will be charged to your Payment Method on the date(s) indicated in your Account Settings. Different Subscription Fees may be charged to you on different days of a month depending upon the dates at which you initially selected certain Subscription Features. If your Payment Method is provided through a third party, additional details related to your Payment Method and the Subscription Fees may be available from the applicable third party.

You authorize us to charge any Payment Method associated to your account. If a payment is not successful for any reason, we may suspend your access to the Platform. You can update your Payment Methods by changing your Account Settings. Following any update to your Payment Methods, you authorize us to continue to charge any newly added or modified Payment Methods.

Payments are nonrefundable and there are no refunds or credits for partially used Subscription Periods.

Intellectual Property Rights

The Platform and its entire contents, features, and functionality (including but not limited to the Content, as well as all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Platform for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Platform. You must not access or use for any commercial purposes any part of the Platform or any services or materials available through the Platform.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Platform in breach of the Terms of Use, your right to use the Platform will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Platform or any content on the Platform is transferred to you, and all rights not expressly granted are reserved by Company. Any use of the Platform not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Trademarks

The name, logo, related terms, product and service names, designs, and slogans are trademarks of Company or its affiliates or licensors. You must not use such marks without the prior written permission of Company. All other names, logos, product and service names, designs, and slogans on this Platform are the trademarks of their respective owners.

Prohibited Uses

You may use the Platform only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Platform:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Platform, or which, as determined by us, may harm Company or users of the Platform, or expose them to liability.

Additionally, you agree not to:

- Use the Platform in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Platform, including their ability to engage in real time activities through the Platform.
- Use any robot, spider, or other automatic device, process, or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform.
- Use any manual process to monitor or copy any of the material on the Platform, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Platform.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Platform, the server on which the Platform is stored, or any server, computer, or database connected to the Platform.
- Attack the Platform via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Platform.

User Contributions

The Platform may contain, from time to time, message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, tools, and other interactive features (collectively, “**Interactive Services**”) that allow users create, post, submit, publish, display, store, transmit, or otherwise create content or materials that are intended to be shared with other users, or are otherwise of a non-confidential nature (collectively, “**User Contributions**”) on or through the Platform.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you create through the Platform will be considered non-confidential and non-proprietary. By creating any User Contribution on the Platform, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose/ according to your account settings.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you Create, and you, not Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions created by you or any other user of the Platform.

Interactions with Creators or Other Users

Your interactions (e.g., viewing, commenting, liking, following, sharing, contacting, participating in giveaways, contests, or other events and interactions, collectively, “**Interactions**”), if any, with Creators or other users of the

Platform are at your own risk, whether or not those interactions occur over or through the Platform, or are based upon information gained from the Platform. While Company provides some oversight of users, Interactions, Creators, Content, and User Contributions, Company cannot and does not review all materials and interactions occurring on the Platform or based upon information gained from the Platform. Company expressly disclaims any and all liability that may arise from any of your Interactions, whether or not the event giving rise to such liability was foreseeable, and whether or not such liability arose from Company's negligence, gross negligence, violation of law, misconduct, or otherwise.

Company makes no representation or warranty on any information provided by any Creator as part of Content accessed through the Platform, or other content of the Creator accessed elsewhere. Any suggestions, recommendations, instructions, or other information, whether or not related to an activity, product, service, or other subject, are made solely by the Creator of such Content or other information in their own capacity, and are not presented on behalf of Company, nor is any such information recommended, sponsored, endorsed, or otherwise supported by Company, whether or not such information is viewed on or through the Platform or in some other context.

Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Platform or the public, or could create liability for Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Platform.
- Terminate or suspend your access to all or part of the Platform for any or no reason, including without limitation, any violation of these Terms of Use.
- Remove any Content from the Platform, or prevent your access to any Content on the Platform, for any or no reason in our sole discretion.
- Remove any Creator from the Platform, or prevent your access to any Creator on the Platform, for any or no reason in our sole discretion.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Platform. YOU WAIVE AND HOLD HARMLESS COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we cannot review material before it is posted on the Platform, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Reliance on Information Posted

The information presented on or through the Platform is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Platform, or by anyone who may be informed of any of its contents.

This Platform may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Changes to the Platform

We may update the content on this Platform from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Platform may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Platform

All information we collect on this Platform is subject to our Privacy Policy. By using the Platform, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Linking to the Platform and Social Media Features

You may link to portions of the Platform where such functionality is provided, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part.

This Platform may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Platform.
- Send emails or other communications with certain content, or links to certain content, on this Platform.
- Cause limited portions of content on this Platform to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Platform or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Platform other than the homepage.
- Otherwise take any action with respect to the materials on this Platform that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

Links from the Platform

If the Platform contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Platform, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

We provide this Platform for use only by persons located in the United States. We make no claims that the Platform or any of its content is accessible or appropriate outside of the United States. Access to the Platform may not be legal by certain persons or in certain countries. If you access the Platform from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Platform will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, 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 PLATFORM OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE PLATFORM, ITS CONTENT, THE CONTENT PROVIDED BY CREATORS, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM IS AT YOUR OWN RISK. THE PLATFORM, ITS CONTENT, THE CONTENT PROVIDED BY CREATORS, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER COMPANY NOR ANY PERSON ASSOCIATED WITH COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE PLATFORM. WITHOUT LIMITING THE FOREGOING, NEITHER COMPANY NOR ANYONE ASSOCIATED WITH COMPANY REPRESENTS OR WARRANTS THAT THE PLATFORM, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE PLATFORM OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE PLATFORM, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE PLATFORM OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS 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. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF COMPANY AND ITS SUBSIDIARIES AND AFFILIATES, AND THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS,

TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE AMOUNT YOU HAVE PAID TO COMPANY, FOR THE APPLICABLE PRODUCT OR SERVICE OUT OF WHICH LIABILITY AROSE, IN THE LAST 6 MONTHS.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold harmless Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Platform, including, but not limited to, your User Contributions, any use of the Platform's content, services, and products other than as expressly authorized in these Terms of Use, your use of any Content, any Interactions that you have with Creators or other users, whether or not through the Platform, or your use of any other information obtained from the Platform.

Governing Law and Jurisdiction

All matters relating to the Platform and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Platform shall be instituted exclusively in the federal courts of the United States or the courts of the Ohio, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE PLATFORM MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Binding Individual Arbitration; No Class Actions

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

Most issues can be resolved by contacting Company's customer support at help@joinroll.com. If an issue cannot be resolved through customer support, you and Company agree to resolve any such dispute as described herein, including (where applicable) by binding, individual arbitration. Arbitration is an alternative dispute-resolution procedure where the dispute is submitted to a neutral arbitrator (not a judge or jury) for fair and fast resolution.

If you have an issue that our customer support can't resolve, prior to starting arbitration, you and Company agree to attempt to resolve the dispute informally. You and Company agree to make a good-faith effort to negotiate any dispute between us for at least 30 days ("Informal Resolution"). Those informal negotiations will start on the day You or Company receive a written notice of such dispute. You will send written notice of such

dispute to help@joinroll.com. Include your name, any relevant account name you use, address, how to contact you, what the problem is, and what you want Company to do. If Company has a dispute with you, Company will send our written notice to your registered email address and any billing address you have provided us. If the dispute isn't resolved within by Informal Resolution or small-claims court, You or Company may start an arbitration in accordance with these Terms.

Binding Individual Arbitration

THE ARBITRATION PROCEEDINGS IN THIS SECTION WILL BE CONDUCTED ON AN INDIVIDUAL BASIS ONLY.

You and Company agree that Disputes will be settled final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Ohio law. This means that you and Company agree to a dispute-resolution process where we submit any Dispute to a neutral arbitrator (not a judge or jury) that makes the final decision to resolve the Dispute. The arbitrator may award the same remedies to you individually as a court could, but only to the extent required to satisfy your individual claim. The arbitrator's decision is final, except for a limited review by courts under the U.S. Federal Arbitration Act, and can enforced like any other court order or judgment.

Disputes We Agree to Arbitrate

You and Company agree to submit all Disputes between you and Company to individual binding arbitration. "Dispute" means any dispute, claim, or controversy (except those specifically exempted below) between you and Company that relates to your use or attempted use of Company's products or services and Company's products and services generally, including without limitation the validity, enforceability, or scope of this Binding Individual Arbitration section. You and Company agree to arbitrate all Disputes regardless of whether the Dispute is based in contract, statute, regulation, ordinance, tort (including fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory. The Informal Resolution and Arbitration sections do not apply to (1) individual actions in small-claims court; (2) pursuit of enforcement actions through a government agency if the law allows; (3) an action to compel or uphold any prior arbitration decision; (4) Company's right to seek injunctive relief against You in a court of law to preserve the status quo while an arbitration proceeds; (5) claims of piracy, creation, distribution, or promotion of Cheats, and intellectual-property infringement, and (6) the enforceability of the Class Action Waiver clause below. You and Company agree that whether a dispute is subject to arbitration under these Terms will be determined by the arbitrator rather than a court.

Arbitration Procedure

The arbitrator (not a judge or jury) will resolve the Dispute. Unless you and Company agree otherwise, any decision or award will include a written statement stating the decision of each claim and the basis for the award, including the arbitrator's essential factual and legal findings and conclusions. The arbitrator may only award legal or equitable remedies that are requested by you or Company to satisfy one of our individual claims (that the arbitrator determines are supported by credible relevant evidence). The arbitrator may not award relief against Company respecting any person other than you. Any decision or award may be enforced as a final judgment by any court of competent jurisdiction or, if applicable, application may be made to such court for judicial acceptance of any award and an order of enforcement. If you start the arbitration, you must pay any filing fees required for consumer arbitrations. These costs do not include your Attorneys' fees and costs.

Class Action Waiver

To the maximum extent permitted by applicable law, you and Company agree to only bring Disputes in an individual capacity and shall not:

seek to bring, join, or participate in any class or representative action, collective or class-wide arbitration, or any other action where another individual or entity acts in a representative capacity (e.g., private attorney general actions); or

consolidate or combine individual proceedings or permit an arbitrator to do so without the express consent of all parties to these Terms and all other actions or arbitrations.

ADDITIONAL ARBITRATION TERMS

If a Dispute must be arbitrated, you or Company must start arbitration of the Dispute within one (1) year from when the Dispute first arose. If applicable law requires you to bring a claim for a Dispute sooner than one year after the Dispute first arose, you must start arbitration in that earlier time period. Company encourages you to tell us about a Dispute as soon as possible so we can work to resolve it. The failure to provide timely notice shall bar all claims.

If all or any provision of this Binding Individual Arbitration agreement is found invalid, unenforceable, or illegal, then you and Company agree that the provision will be severed and the rest of these Terms shall remain in effect and be construed as if any severed provision had not been included. The sole exception is that if the Class Action Waiver is found invalid, unenforceable, or illegal, You and Company agree that it will not be severable; this entire Binding Individual Arbitration section will be void and unenforceable and any dispute will be resolved in court subject to the venue and choice of clauses specified in these Terms. Under no circumstances shall arbitration be conducted on a class basis without Company's express consent.

This Binding Individual Arbitration section survives any termination of these Terms or Company's provision of services to you.

Although Company may revise these Terms in its discretion, Company does not have the right to alter these Terms to arbitrate or the rules specified herein with respect to any Dispute once that Dispute arises.

Waiver and Severability

No waiver by Company of any term or condition set out in these Terms of Use 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 of Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Company regarding the Platform and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Platform.

Your Comments and Concerns

The Platform, including any software applications, websites, or other services, is operated by Join Roll, LLC, and all feedback, comments, requests for technical support, and other communications relating to the Platform should be directed to: help@joinroll.com.