

Terms of Service

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General Information

Welcome to Get Slapped. These Terms governs your access to and use of the Services, as defined herein, and any associated content related updates, upgrades, and features. These Terms are a legally binding agreement between you and Get Slapped, LLC. Read these Terms carefully before using the Services. By accessing or using the Services, you hereby agree and assent to all terms, conditions, and obligations herein. IF YOU DO NOT AGREE WITH THESE TERMS OR ANY PORTION THEREOF, YOU MAY NOT USE OR OTHERWISE ACCESS THE SERVICES.

We may amend these Terms at any time by posting a revised version on the Website and within the Game's settings. Each revised version will state its effective date, which will be effective on or after the date in which it is posted or sent. Your continued use of the Services after the effective date of such revision constitutes your acceptance of the revised Terms.

These Terms include, by reference, Get Slapped, LLC's Privacy Policy, as amended from time to time.

BY USING THE SERVICES, YOU CONFIRM THAT YOU ARE ABOVE THE MINIMUM AGE AND ARE NOT BARRED FROM USING THE SERVICES UNDER APPLICABLE LAW.

THE SERVICES CONTAIN CRUDE HUMOR AND REFERENCES ARE NOT DIRECTED TO CHILDREN UNDER 18 AND YOU MAY NOT USE THE SERVICES IF YOU ARE UNDER 18 YEARS OLD. BY ACCESSING AND/OR USING THE SERVICES YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OF AGE.

1. Definitions

"Account" means any individual User account that is created when you use the Services.

"Company" means Get Slapped, LLC. References to "us" "we," or "our" means Company, including any and all subsidiaries, parent companies, joint ventures, and other corporate entities under common ownership and/or any of their agents, consultants, employees, officers, and directors. Company does not include affiliates or third parties (analytics or ad tech companies, or similar organizations).

"Dispute" means any controversy related to this agreement, including without limitation claims arising out of or relating to any aspect of the relationship between you and Company, claims that arose before these Terms, and claims that may arise after the termination of these Terms;

however, this does not include claims related to or arising from the enforcement or protection of Intellectual Property Rights, and is subject to any applicable statutory consumer rights laws in your local jurisdiction.

“Game” means the game *Get Slapped* inclusive of all underlying images, characters, literary works, source code, object code, musical compositions, sound recordings, audiovisual works, and any other materials and Intellectual Property Rights therein as well as any updates or other DLC.

“Intellectual Property Rights” means, any and all right, title, and interest of every kind whatsoever, whether now known or unknown, in and to patents, trade secret rights, copyrights, trademarks, service marks, trade dress and similar rights of any type under the laws of any governmental authority, including, without limitation, all applications and registrations relating to the foregoing.

“Notice” means a delivered writing by e-mail, courier, or postal delivery to the other party at their respective address and will be effective upon receipt.

“Privacy Policy” means our policy regarding data collection and processing, which also governs your use of the Services and is incorporated herein by reference.

“Protected Content” means all content, included as part of the Services and any compilation thereof including, without limitation, the look and feel of the Services, the text, graphics, source code, sound recordings, musical composition, narrative, characters, literary works, and any other works of authorship or other materials contained therein, whether or not protectable by copyright, trademark, or other applicable law or legal theory.

“Services” means the Website, the Game, and all other applications, content, tools, features, and functionality offered on or through our Website and the Game and any associated services or materials thereon.

“Terms” means these terms of service and any terms, conditions, covenants, representations, warranties, obligations, and licenses contained herein.

“User,” “you” or “your” means any user of the Services, or any owner, officer, employee, affiliate, or agent of the same that uses the Services or any portion thereof.

“Website” means the online website “<https://getslappedgame.com/>” including all sub-pages, sub-domains, and associated domains thereof.

2. License

The Services are licensed to you for your personal use and entertainment only. Company hereby grants you a personal, limited, non-transferable, fully, revocable, and non-exclusive License to use the Services for your non-commercial use, subject to your compliance with these Terms and subject to the limitations set forth in Section 3. Company or its licensors own and reserve all

other rights, including all right, title and interest in the Services and all materials or content therein, and all associated Intellectual Property Rights.

3. License Restrictions and Prohibited Conduct

You may not do any of the following with respect to the Services or any components thereof:

- a. Use the Services commercially or for a promotional purpose, except as otherwise authorized herein;
- b. Copy, reproduce, distribute, display, publicly perform, publish, or use the Services or any portion or aspect thereof, in any way that is not expressly authorized in these Terms;
- c. Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Services or any part thereof, except and only to the extent that this activity is expressly permitted by the applicable law of your country of residence;
- d. Modify, adapt, translate or create derivative works based upon the Services or any part thereof, except and only to the extent that such activity is expressly permitted by these Terms or by applicable law notwithstanding this limitation;
- e. Remove, circumvent, disable, damage or otherwise interfere with security-related features of the Services;
- f. Access any the Services or any website, server, software application, or other computer resource owned, used and/or licensed by Company, by means of any robot, spider, scraper, crawler or other automated means for any purpose, or bypass any measures Company may use to prevent or restrict access to any website, server, software application, or other computer resource owned, used and/or licensed to Company;
- g. Interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services;
- h. Harvest or collect the email addresses or other contact information of other Users;
- i. Use the Services for any illegal purpose, or in violation of any local, state, national, or international law or regulation, including, without limitation, laws governing intellectual property and other proprietary rights, data protection and privacy.

4. Account

You must have a valid Account to use the Services. You may create an account via your Epic Games Store account.

You acknowledge and agree that by using the Epic Games Store to create an Account, you may be subject to an agreement(s) with Epic Games, Inc. ("Epic"). For your reference, Epic's terms and conditions are available [here](#). You acknowledge and agree that Company is not a party to any of the foregoing agreements or any other agreements between you and Epic and compliance with such agreements is not monitored, enforced, or controlled by Company. If Company receives notice that your activity violates any of the foregoing or any similar agreement between you and Epic or any other third party, Company may, in our sole discretion

take action to bring you into compliance with such agreements. Such actions may include suspending or terminating your Account or access privileges.

You further acknowledge and agree that by accessing the Services via your existing Epic Games Store account, you are providing Company with limited access to any information including any personal information about you contained within in your Epic Game Store account and associated credentials for the purpose of logging into the Website.

You may deactivate your Account at any time by deleting your Epic Games Store Account or by contacting us at.

5. Electronic Communication

Each and every time you send an email or other electronic communication to Company, such communication will constitute an electronic communication. By using the Services, you consent to receive electronic communications and you agree that all agreements, Notices, disclosures and other communications that Company provides to you via electronic communication, individually and collectively, satisfy any legal requirement that such communications be in writing.

6. Intellectual Property Ownership

All Protected Content is the property of Company or its third-party suppliers and protected by copyright, trademark, and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright, trademark and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto. All names and characters in the Game are fictitious and any resemblance to persons living or dead is purely coincidental.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the Protected Content, in whole or in part, found within the Services. Your use of the Services does not entitle you to make any unauthorized use of any of the Protected Content, and in particular you shall not delete or alter any proprietary rights or attribution notices in any Protected Content. You shall use Protected Content solely for your personal use, as outlined in these Terms, and will make no other use of the Protected Content without the express written permission of Company and/or Protected Content's third-party owner, if applicable. You acknowledge and agree that you do not acquire any ownership rights in any Protected Content. Except as provided for herein, these Terms do not grant any licenses, express or implied, to the Protected Content or any other intellectual property of Company, our licensors, or any third-party.

7. Service Availability and Termination

You acknowledge and agree that:

- a. Company has the discretion to immediately terminate or restrict access to the Services or any portion thereof, at any time, for any reason, without Notice and without liability to you;
- b. Access to the Services may be interrupted for reasons within or beyond the control of Company and that Company cannot and does not guarantee you will be able to use the Services whenever you wish to do so; and
- c. The Services may not be offered in all countries or geographic locations.

8. Company Disclaimer and Limitation of Liability and Remedies

COMPANY IS NOT A BROKER, FINANCIAL INSTITUTION, CREDITOR, INSURER OR CHARITABLE ORGANIZATION.

All information and content provided by Company through the Services is for informational and entertainment purposes only and Company does not guarantee the accuracy, completeness, or timeliness or reliability of any such information or content.

No content or information is intended to provide financial, legal, tax, or other professional advice. Before making any decisions regarding use of the Services or the purchase any other good or service, whether virtual or tangible, offered by the Services or any third party, you should consult your financial, legal, tax, or other professional advisers as appropriate. You acknowledge that you access content or information through the Services at your own risk and you are solely responsible for making the final determination as to the value and appropriateness of using the same.

USERS ARE NOT EMPLOYEES, PARTNERS, AGENTS, JOINT VENTURES, OR FRANCHISEES OF COMPANY. COMPANY DOES NOT PROVIDE FINANCIAL SUPPORT OR ASSISTANCE TO USERS. YOU HEREBY ACKNOWLEDGE THAT COMPANY DOES NOT SUPERVISE, DIRECT, CONTROL OR USERS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF GOOD AND WORKMANLIKE QUALITY, WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY AS TO THE VALIDITY OF ANY PATENTS OR THE NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES.

YOU UNDERSTAND AND AGREE THAT THERE ARE RISKS INVOLVED WITH AND INHERENT TO PLAYING ANY COMPUTER GAME INCLUDING, BUT NOT LIMITED TO, MOTION SICKNESS, REPETITIVE STRESS INJURY, OR SIMILAR. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY WILL NOT BE RESPONSIBLE TO ANY USER FOR ANY PHYSICAL INJURIES, LOSS OF LIFE, DISMEMBERMENT SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR LOSS OF DATA, REGARDLESS OF FORESEEABILITY AND COMPANY'S MAXIMUM LIABILITY UNDER THIS AGREEMENT WILL AT ALL TIMES BE LIMITED TO

A REFUND OF ANY MONIES SPENT BY AN APPLICABLE USER HEREUNDER WITHIN THE SIX (6) MONTHS PRECEDING ANY ALLEGED BREACH OF THIS AGREEMENT BY COMPANY.

YOU FURTHER ACKNOWLEDGE AND AGREE THAT IN THE EVENT OF ANY BREACH OF THIS AGREEMENT BY COMPANY, YOUR REMEDIES SHALL BE LIMITED TO AN ACTION FOR DAMAGES, IF ANY AND AS LIMITED ABOVE AND IN NO EVENT SHALL YOU BE ENTITLED TO SEEK TO ENJOIN OR RESTRAIN COMPANY'S PERFORMANCE IN ANY MANNER. ACCORDINGLY, YOU EXPRESSLY AGREE THAT ANY DAMAGE TO YOU WILL NOT BE IRREPARABLE OR OTHERWISE INCALCULABLE SO AS TO ENTITLE YOU TO SEEK AND/OR OBTAIN EQUITABLE OR INJUNCTIVE RELIEF.

9. Prohibited Conduct

You are granted a non-exclusive, non-transferable, revocable License to access and use the Services, strictly in accordance with these Terms. As a condition of your use of the Services, you represent and warrant to Company that you will not use the Services for any purpose that is unlawful or prohibited by these Terms. Further, you agree that you will comply with these Terms and will not:

- a. Use the Services in any manner which could damage, disable, overburden, or impair the Website, Game or Website/Game servers, or otherwise interfere with any other party's use and enjoyment of the Services;
- b. Obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Services;
- c. Impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the Services accounts of others without permission, forge another person's digital signature, misrepresent the source, identity, or content of information transmitted via the Services, or perform any other similar fraudulent activity;
- d. Defame, harass, abuse, threaten or defraud users of the Services, or collect, or attempt to collect, personal information about users or third parties without their consent;
- e. Attempt to indicate in any manner that you have a relationship with Company or that Company has endorsed you or any products or services for any purpose;

Company also reserves all available legal rights and remedies to prevent the unauthorized use of the Services, including, but not limited to, technological barriers, IP mapping, and contacting your internet service provider.

10. Representations and Warranties

In addition to any other representations and warranties made herein, you hereby represent and warrant that (a) you are not prohibited from receiving or using any aspect of the Services under applicable laws and (b) Company has not previously disabled your access to the Services for a violation of the law or these Terms or other applicable agreements.

11. Third Parties

The Services may contain links to third-party websites including those that may allow you to purchase certain goods and services related to the Services, such as Epic. The third-party websites are not under the control of Company and Company is not responsible for the contents of the same, including without limitation any link contained therein. Company is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Company of the third-party website or any association with its operators.

12. Device and Internet Connection

Use and Access of the Services may require the use of your personal computer, laptop, tablet, or mobile device, as well as communication with or use of space on such device. You are solely responsible for all internet and/or mobile data connection and all associated fees that you incur when accessing the Services.

13. International Users

The Services are controlled, operated and administered by Company from our offices within the United States. If you access the Services from a location outside the United States, you are responsible for compliance with all local laws. You agree that you will not use the Services in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

14. Release

You hereby agree to release Company from all damages (whether direct, indirect, incidental, consequential or otherwise), losses, liabilities, costs and expenses of every kind and nature, known and unknown, arising out of a dispute between you and a third-party (including other Users) in connection with the Services and any content therein. In furtherance of the foregoing, you hereby waive any applicable law or statute, which says, in substance: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED THE SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

15. Indemnification

To the maximum extent permitted by applicable law, you agree to indemnify, defend and hold harmless Company, its officers, directors, employees, agents and assigns from and against any and all claims, losses, costs, debt, liabilities and expenses (including, but not limited to attorney's fees) arising from (i) your misuse of and access to the Services; (ii) your violation of these Terms; (iii) your violation of any third-party right, including without limitation any copyright, intellectual property, or privacy right; (iv) your use of or inability to use the Services; and (v) any claim that you caused damage to a third-party.

16. Dispute Resolution

In the event the parties are not able to resolve any Dispute between them arising out of or concerning these Terms, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then, except as provided below, the parties hereby agree to submit any Dispute they cannot resolve informally to final and binding arbitration. The arbitration will be conducted in Sacramento County, California before a single neutral arbitrator in accordance with the rules of JAMS. The arbitrator will follow California law in adjudicating the Dispute. The arbitrator will provide a detailed written statement of decision, which will be part of the arbitration award and admissible in any judicial proceeding to confirm, correct or vacate the award. Interpretations of these Terms, including determinations of unconscionability, will be determined by the arbitrator selected through this provision. The Arbitrator shall determine the scope and enforceability of this agreement to arbitrate, including whether any Dispute is subject to arbitration and shall rule on any defense, raised by a party hereto, that the claim(s) in question is exempt from this arbitration requirement. As part of the arbitration, the parties shall engage in the exchange and/or discovery of non-privileged information relevant to the Dispute, in accordance with JAMS rules.

The parties acknowledge and agree that any action with respect to your infringement or alleged infringement of any Intellectual Property Rights, claims that can be tried in small claims court, any action in which Company seeks equitable relief, or any other action that may not be submitted to arbitration under applicable law, including the enforcement of any arbitration ruling, shall be tried by a court of competent jurisdiction located in Sacramento County, California For that limited purpose, you hereby consent to the jurisdiction of the State of California and agree that its laws will be used to resolve any Disputes hereunder.

17. Class Action Waiver

Any arbitration under these Terms will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Company agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

18. Access Restriction

Use of the Services is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

19. Severability

In the event that any provision of these Terms are determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms, such determination shall not affect the validity and enforceability of any other remaining provisions.

20. Unreal Engine

The Game uses the Unreal Engine, as developed, produced, and distributed by Epic Games, Inc. The Unreal Engine and all underlying code and related content therein, along with all Epic trademarks, logos, service marks, and trade dress are the property of Epic. We have no affiliation with Epic (collectively the Epic Content). To the maximum extent permitted by applicable law, Company and Epic hereby disclaim any representations, warranties, conditions, and liabilities, expressed or implied, related to the Epic Content.

21. Miscellaneous

Company's performance of the obligations described herein is subject to existing laws and legal process, and nothing contained in these Terms are in derogation of Company's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Services or information provided to or gathered by Company with respect to such use.

These Terms, the Privacy Policy, and any other document incorporated herein by reference constitute the entire agreement between you and Company with respect to the Services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Company with respect to the Services. A printed version of these Terms and of any Notice given in electronic form will 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. It is the express wish to the parties that these Terms and all related documents be written in English.

These Terms are non-transferable, and you may not assign your rights and obligations under these Terms without the express written consent of Company.

If you have any questions regarding your use of the Services or compliance with these Terms, please contact us at info@getslappedgame.com .