

## PlayCre8te LLC, Terms of Service/use and Conditions Agreement

Effective Date: February 7, 2026

THIS CREATOR TERMS OF SERVICE AGREEMENT (this "Agreement") is entered into by and between PlayCre8te, LLC, a New Mexico limited liability company ("PlayCre8te LLC") and PlayCre8te LLC Creator ("Creator"). PlayCre8te LLC and Creator may each be referred to in this Agreement as a "Party" and collectively as the "Parties."

### RECITALS:

WHEREAS, PlayCre8te LLC, which may also be referred to herein as "we," "us" or "our") provides an online platform that enables companies, community groups and individuals to publish to publish, distribute, and monetize Creator Content through PlayCre8te-operated experiences, which may include web pages, branded sites, mobile experiences, applications, embeddable players, APIs, feeds, and related technology (collectively, "Creator Experiences") for their stakeholders (collectively, the "Services"), which Services are accessible at [www.PlayCre8te.com](http://www.PlayCre8te.com) and any other websites through which PlayCre8te LLC makes the Services available (collectively, the "Site") and as applications for mobile, tablet and other smart devices and application program interfaces (collectively, the "Application");

WHEREAS, Creator desires to utilize the Site, Services and Application of PlayCre8te LLC;

WHEREAS, PlayCre8te desires to provide such Site, Services and Application to Creator.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Creator, the Parties agree as follows:

References to "mobile applications" or "Content Distribution Applications" include web-based Creator Experiences, branded sites, and other distribution formats supported by the platform.

### KEY TERMS

PlayCre8te LLC (hereinafter referred to as "PlayCre8te, LLC," "we," "us" or "our") provides an online platform

"Affiliates" means companies related by common ownership or control. They can be financial and non-financial companies.

"Aggregated Information" means information about all of our users or specific groups or categories of users that we combine together so that it no longer identifies or references an individual user.

"Collective Content" means Creator Content and PlayCre8te LLC Content.

"Communication" means an email, message via the Application, text message or message to a Social Media or Messaging account.

"Content" means text, graphics, images, music, software (excluding the Application), audio, video, information or other materials.

"Data Controller" means PlayCre8te LLC, the company responsible for the use and processing of Personal Information.

"PlayCre8te LLC Content" means all Content that PlayCre8te LLC makes available through the Site, Application, Services, or its related promotional campaigns and official social media channels, including any Content licensed from a third party, but excluding Creator Content.

"Payment Services" means payment processing and related services provided by third-party processors and financial partners used to facilitate transactions on the Services.

"Personal Information" means information (which may include sensitive information) relating to a living individual who is or can be identified either from that information or from that information in conjunction with other information that is in, or is likely to come into, the possession of the Data Controller.

"Creator" means a person who completes PlayCre8te LLC's account registration process and publish, distribute, and monetize Creator Content through PlayCre8te-operated experiences, which may include web pages, branded sites, mobile experiences, applications, embeddable players, APIs, feeds, and related technology (collectively, "Creator Experiences") via the PlayCre8te LLC publishing platform, including but not limited to Companies, Government bodies, Community Groups and Individuals, as described under "Account Registration"

below.

“Creator Content” means all Content that a Creator posts, uploads, publishes, submits, transmits, or includes in their mobile application, Creator profile or PlayCre8te LLC promotional campaign to be made available through the Site, Application or Services.

“Stakeholder” means any end user who accesses Creator Experiences, including fans, subscribers, customers, or viewers of Creator Content.. These may include, but are not limited to a Creators: subscribers, customers, employees, business partners, students, family or friends.

“Tax” or “Taxes” mean any sales taxes, value added taxes (VAT), goods and services taxes (GST), or fees that partners may be required by law to collect and remit to governmental agencies, and other similar municipal, state, federal and national indirect or other withholding and personal or corporate income taxes.

“Third Parties” means companies or persons not related by common ownership or control (i.e. non-affiliates) or other unrelated individuals. Third Parties can be financial and non-financial companies, or persons other than you and PlayCre8te LLC.

“Website and Content Distribution Application Fees” means any fees the Creator charges to subscribers to access the website, the mobile applications, and any content contained in the website and mobile applications including but not limited to a set amount per period of time, a set amount per download, or other variations, and are sometimes called “paid app downloads,” or “in-app transactions”.

## TERMS OF SERVICE

By using the Site, Application or Services, you agree to comply with and be legally bound by the terms and conditions of these Terms of Service (“Terms”), whether or not you become a registered user of the Services. These Terms govern your access to and use of the Site, Application and Services and all Collective Content (defined below) constitute a binding legal agreement between you and PlayCre8te LLC. Please also read carefully our Privacy Policy (Please review our Privacy Policy, available on the Site).

In addition, certain areas of the Site and Application (and your access to or use of certain aspects of the Services or Collective Content) may have different terms and conditions, standards, guidelines, or policies posted or may require you to agree with and accept additional terms and conditions. If there is a conflict between these Terms and terms and conditions posted for a specific area of the Site, Application, Services, or Collective Content, the latter terms and conditions will take precedence with respect to your use of or access to that area of the Site, Application, Services, or Collective Content.

Failure to use the Site, Application or Services in accordance with these Terms may subject you to civil and criminal penalties.

These Creator Terms apply only to Creators. End users (Fans/Stakeholders) are governed by separate end-user terms. If there is a conflict, the Creator Terms control for Creator activities.

IF YOU CHOOSE TO CREATE A MOBILE APPLICATION ON PlayCre8te LLC, YOU UNDERSTAND AND AGREE THAT YOUR RELATIONSHIP WITH PlayCre8te LLC IS LIMITED TO BEING A CREATOR AND AN INDEPENDENT, THIRD-PARTY CONTRACTOR, AND NOT AN EMPLOYEE, AGENT, JOINT VENTURER OR CREATOR OF PlayCre8te LLC FOR ANY REASON, AND YOU ACT EXCLUSIVELY ON YOUR OWN BEHALF AND FOR YOUR OWN BENEFIT, AND NOT ON BEHALF OF OR FOR THE BENEFIT OF PlayCre8te LLC. PlayCre8te LLC DOES NOT CONTROL, AND HAS NO RIGHT TO CONTROL YOUR MOBILE APPLICATION, YOUR OFFLINE ACTIVITIES ASSOCIATED WITH YOUR MOBILE APPLICATION, OR ANY OTHER MATTERS RELATED TO ANY MOBILE APPLICATION THAT YOU PROVIDE. AS A CREATOR YOU AGREE NOT TO DO ANYTHING TO CREATE A FALSE IMPRESSION THAT YOU ARE ENDORSED BY, OR ACTING ON BEHALF OF OR FOR THE BENEFIT OF PlayCre8te LLC, INCLUDING BY INAPPROPRIATELY USING ANY PlayCre8te LLC [INTELLECTUAL PROPERTY](#).

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE SITE, APPLICATION OR SERVICES OR BY DOWNLOADING OR POSTING ANY CONTENT FROM OR ON THE SITE, VIA THE APPLICATION OR THROUGH THE SERVICES, YOU ARE INDICATING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS AND RECEIVE OUR SERVICES, WHETHER OR NOT YOU HAVE REGISTERED WITH THE SITE AND APPLICATION. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SITE, APPLICATION, SERVICES, OR COLLECTIVE CONTENT. If you accept or agree to these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, “you” and “your” will refer and apply to that company or other legal entity.

## MODIFICATION

PlayCre8te LLC reserves the right, at its sole discretion, to modify the Site, Application or Services or to modify these Terms, including the fees, at any time and without prior notice. If we modify these Terms, we will post the modification on the Site or via the Application and/or provide you notice of the modification by email. We will also update the “Last Updated” date at the top of these Terms. Changes to the Terms will be effective at the time of posting. Your continued access or use of the Site, Application or Services will constitute acceptance of the modified Terms. Additionally,

if the modified Terms contain material changes applicable to existing Creators (by decreasing your rights or increasing your responsibilities), we will provide you with notice prior to the changes taking effect. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site, Application and Services. If you do not close your PlayCre8te LLC Account you will be deemed to have accepted the changes.

## ELIGIBILITY

While your Creator Content may be intended for younger audiences, the Site, Application and Services are intended solely for persons who are 13 years of age or older. Any access to or use of the Site, Application or Services by anyone under 13 is expressly prohibited. By accessing or using the Site, Application or Services you represent and warrant that you are 13 or older.

For users in the United States, PlayCre8te LLC may, where required by law or payment providers, request identity verification information or perform compliance checks. PlayCre8te LLC does not conduct credit checks or background investigations as a condition of using the Services. As a condition of using the Services. We may, at our discretion, perform identity verification, fraud screening, or compliance checks required by payment providers, app stores, or applicable law. For users outside the United States, we may, to the extent permitted by applicable laws and if we have sufficient information to identify a user, obtain the local version of background or registered sex offender checks in our sole discretion. You agree and authorize us to use your personal information, such as your full name and date of birth, to obtain such reports, including from PlayCre8te LLC’s vendors.

## HOW THE SITE, APPLICATION AND SERVICES WORK

The Site, Application, and Services provide a hosted platform that enables Creators to publish, distribute, and monetize Creator Content through PlayCre8te-operated experiences, which may include web pages, branded sites, mobile experiences, applications, embeddable players, APIs, feeds, and related technology (collectively, “Creator Experiences”). Creator Experiences may be accessible through PlayCre8te domains, creator-branded domains, app stores, third-party platforms, or other distribution channels supported by PlayCre8te.

You may browse certain Creator Experiences as an unregistered visitor; however, if you wish to create, publish, administer, or modify Creator Experiences or Creator Content, you must register for a PlayCre8te LLC Account (defined below).

As between the Parties, **Creator retains ownership of Creator Content**, and **PlayCre8te retains ownership of the PlayCre8te platform**, including the Site, Applications, Services, underlying software, templates, tools, workflows, APIs, and platform features (collectively, “Platform Technology”). PlayCre8te may provision, host, operate, and maintain Creator Experiences using Platform Technology and may control the technical implementation, availability, delivery mechanisms, performance, and distribution methods of the Platform Technology and Creator Experiences.

Creator is solely responsible for (i) the operation of Creator’s business, (ii) Creator Content, (iii) ensuring Creator Content complies with these Terms, PlayCre8te policies, payment provider and app store requirements, and applicable law, and (iv) Creator’s interactions with Stakeholders/Fans, including customer service, communications, and any Creator-specific policies, subject to these Terms.

PLEASE NOTE THAT THE SITE, APPLICATION, AND SERVICES ARE INTENDED TO FACILITATE CREATORS AND THEIR STAKEHOLDERS/FANS CONNECTING AND TRANSACTING DIRECTLY WITH EACH OTHER THROUGH CREATOR EXPERIENCES. PLAYCRE8TE DOES NOT CONTROL AND DOES NOT ASSUME RESPONSIBILITY FOR CREATOR CONTENT, INCLUDING ITS ACCURACY, LEGALITY, QUALITY, SUITABILITY, OR NON-INFRINGEMENT. PLAYCRE8TE DISCLAIMS ANY AND ALL LIABILITY RELATED TO CREATOR CONTENT AND CREATOR EXPERIENCES, EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW. NOTWITHSTANDING THE FOREGOING, PLAYCRE8TE RESERVES THE RIGHT TO REMOVE OR DISABLE ACCESS TO CREATOR CONTENT, SUSPEND OR TERMINATE CREATOR EXPERIENCES, AND/OR TERMINATE OR SUSPEND CREATOR ACCOUNTS THAT VIOLATE THESE TERMS OR PLAYCRE8TE POLICIES OR THAT CREATE RISK FOR PLAYCRE8TE, USERS, OR THIRD PARTIES.

## ACCOUNT REGISTRATION

In order to access certain features of the Site and Application, and to create or edit a mobile application, you must register to create an account ("PlayCre8te LLC Account") and become a Creator. You may register to join the Services directly via the Site or Application or as described in this section.

At such time as the feature becomes available, you can also register to join by logging into your account with certain third-party social networking sites ("SNS") (including, but not limited to, Facebook, Twitter, Google and Yahoo; each such account, a "Third-Party Account"), via our Site or Application, as described below. As part of the functionality of the Site, Application and Services, you may link your PlayCre8te LLC Account with Third-Party Accounts, by either: (i) providing your Third-Party Account login information to PlayCre8te LLC through the Site, Services or Application; or (ii) allowing PlayCre8te LLC to access your Third-Party Account, as permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent that you are entitled to disclose your Third-Party Account login information to PlayCre8te LLC and/or grant PlayCre8te LLC access to your Third-Party Account (including, but not limited to, for use for the purposes described herein), without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating PlayCre8te LLC to pay any fees or making PlayCre8te LLC subject to any usage limitations imposed by such third-party service providers. By granting PlayCre8te LLC access to any Third-Party Accounts, you understand that PlayCre8te LLC will access, make available and store (if applicable) any Content that you have provided to and stored in your Third-Party Account ("SNS Content") so that it is available on and through the Site, Services and Application via your PlayCre8te LLC Account and PlayCre8te LLC Account profile page. Unless otherwise specified in these Terms, all SNS Content, if any, will be considered to be Creator Content for all purposes of these Terms. 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 will be available on and through your PlayCre8te LLC Account on the Site, Services and Application. Please note that if a Third-Party Account or associated service becomes unavailable or PlayCre8te LLC's access to such Third-Party Account is terminated by the third-party service provider, then SNS Content will no longer be available on and through the Site, Services and Application. You have the ability to disable the connection between your PlayCre8te LLC Account and your Third-Party Accounts, at any time, by accessing the "Settings" section of the Site and Application. 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. PlayCre8te LLC

makes no effort to review any SNS Content for any purpose, including but not limited to for accuracy, legality or non-infringement and PlayCre8te LLC is not responsible for any SNS Content.

Your PlayCre8te LLC Account and your PlayCre8te LLC Account profile page will be created for your use of the Site and Application based upon the personal information you provide to us or that we obtain via an SNS as described above. You may not have more than one (1) active PlayCre8te LLC Account. You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. PlayCre8te LLC reserves the right to suspend or terminate your PlayCre8te LLC Account and your access to the Site, Application and Services if you create more than one (1) PlayCre8te LLC Account, or if any information provided during the registration process or thereafter proves to be inaccurate, fraudulent, not current, incomplete, or otherwise in violation of these Terms of Service.

You are responsible for safeguarding your password. You agree that you will not disclose your password to any third party.

Unless expressly authorized by a specific feature on PlayCre8te LLC, you are not permitted to share your PlayCre8te LLC Account with anyone or allow others to access or use your PlayCre8te LLC Account. PlayCre8te LLC may enable features, in our discretion, that allow other content publishers to take certain actions associated with your PlayCre8te LLC Account, on your behalf with your express authorization, such as having your executive assistant, or employer publish on your behalf or adding a family member to your account as an additional content publisher. You agree that you will take sole responsibility for any activities or actions under your PlayCre8te LLC Account, whether or not you have authorized such activities or actions. You will immediately notify PlayCre8te LLC of any unauthorized use of your PlayCre8te LLC Account.

## FEE REVENUE SHARE, AND PAYOUTS ARRANGEMENT

### 1. Platform Fees for Paid Content

PlayCre8te LLC ("PlayCre8te," "we," "us," or "our") provides a platform that enables creators ("Creators," "you," or "your") to distribute digital content

and experiences to fans (“Fans”) through subscriptions, one-time purchases, rentals, and other access models.

For paid content distributed through the PlayCre8te platform, PlayCre8te retains a twenty percent (20%) platform fee on gross revenues generated from the following monetization models:

- Subscriptions (including, but not limited to, weekly, monthly, quarterly, semi-annual, and annual plans)
- One-time content unlocks or purchases
- Time-limited rentals (including, but not limited to, 72-hour access)

The remaining balance, after deduction of the platform fee and all other applicable fees described below, constitutes your Net Revenues.

Creators retain full control over whether content is gated, ungated, added, removed, or modified at any time, subject to platform policies and applicable law.

## 2. Free Content and Advertising

PlayCre8te may allow Creators to offer free or ungated content on the platform. In connection with free content:

- PlayCre8te reserves the right to display, deliver, or insert advertising, promotional materials, platform messaging, or other commercial content across Creator experiences.
- Where applicable and explicitly enabled by PlayCre8te, Creators may participate in advertising revenue-sharing programs, which may be calculated on a CPM or similar basis.

Unless expressly stated otherwise in writing by PlayCre8te:

- PlayCre8te retains thirty percent (30%) of any applicable advertising revenue share.
- PlayCre8te is not obligated to share advertising revenue for platform-served advertisements delivered as part of the core service offering.

Advertising monetization features may be introduced, modified, suspended, or discontinued at PlayCre8te’s discretion and may not be available during MVP or early platform phases.

## 3. Payment Processing Fees and Chargebacks

All payment transactions processed through the platform are subject to third-party payment processor fees, which are borne by the Creator and deducted from gross revenues prior to calculation of Net Revenues.

As of the Effective Date, payment processing fees typically include, but are not limited to:

- A processing fee of approximately 2.9% of the transaction amount plus \$0.30 per transaction
- Currency conversion fees, where applicable
- Chargeback, dispute, and reversal fees
- Fraud-related, network-imposed, or compliance-related fees

Payment processing fees and related costs are subject to change at any time based on third-party processor pricing, network rules, or regulatory requirements.

**Reserves; Offsets; Negative Balances.** PlayCre8te may establish and maintain reserves to cover chargebacks, refunds, disputes, reversals, fraud losses, and other risks. If Creator’s account reflects a negative balance for any reason, PlayCre8te may (i) deduct amounts owed from current or future payouts, (ii) offset amounts against any sums payable to Creator, and/or (iii) require Creator to reimburse PlayCre8te upon demand.

FEES / PAYOUTS (FUNDS HOLDS, DAMAGES, OFFSETS) - Funds Holds; Damages; Offsets.

PlayCre8te LLC may withhold, delay, suspend, or offset payouts and may maintain reserves where reasonably necessary to address chargebacks,

refunds, disputes, fraud, policy violations, legal claims, damages, penalties, or other liabilities arising from Creator Content or Creator's use of the Site, Application, or Services.

If PlayCre8te LLC incurs costs, losses, damages, fines, penalties, legal fees, or other expenses arising from or related to Creator Content, Creator's breach of these Terms, or Creator's violation of applicable law or third-party rights, PlayCre8te LLC may deduct such amounts from current or future payouts or require Creator to reimburse PlayCre8te LLC upon demand.

Creators are solely responsible for all chargebacks, refunds, disputes, and associated fees, which may be deducted from current or future payouts.

#### 4. Payouts and Reporting

Net Revenues owed to you will be remitted on a periodic basis determined by PlayCre8te, subject to minimum payout thresholds, account verification, compliance checks, fraud review, reserves, and payment processor requirements.

PlayCre8te may provide earnings statements, dashboards, or reports summarizing transaction activity and payouts. Reporting timing, format, and availability may change as the platform evolves.

##### Payout Timing and Settlement

Net Revenues are paid out on a periodic basis, subject to applicable settlement delays, payment processor requirements, fraud review, chargebacks, refunds, reserves, and compliance checks.

PlayCre8te generally processes payouts up to twice per month. Payouts include only transactions that have successfully settled and cleared applicable risk, refund, and dispute review periods.

For clarity:

- Transactions must fully settle before becoming eligible for payout.
- Settlement timing may vary based on payment method, region, processor policies, and account standing.
- PlayCre8te may delay or withhold payouts to address chargebacks, refunds, suspected fraud, compliance reviews, negative balances, or minimum payout thresholds.
- Specific payout dates, settlement cutoffs, and reporting periods may be displayed in your Creator dashboard or communicated separately and may change from time to time.

PlayCre8te does not guarantee same-day, next-day, or fixed-date payouts.

As of the Effective Date, PlayCre8te generally targets a settlement delay of approximately 10–14 days between transaction processing and payout eligibility; however, this timeframe is not guaranteed and may change.

#### 5. Future Fees, Products, and Platform Tools

PlayCre8te may introduce additional products, services, tools, features, or monetization models in the future, including but not limited to:

- Platform subscription plans
- One-time fees for premium tools or features
- Advertising and promotional programs
- Analytics, distribution, or discovery enhancements
- Infrastructure-based or usage-based services

Fees associated with such offerings, if any, will be disclosed prior to use and may be governed by supplemental terms.

PlayCre8te reserves the right to modify its fee structure upon reasonable notice, subject to applicable law.

## 6. Refunds

All fees paid to PlayCre8te are non-refundable, except where required by law or expressly stated otherwise.

**End-User Refunds.** Creator is responsible for Creator's refund, cancellation, and customer service policies for transactions involving Creator Content, subject to platform requirements and applicable law. PlayCre8te may issue refunds to end users to comply with law, card network rules, payment provider requirements, or to mitigate risk, and may deduct refunded amounts and associated fees from Creator's payouts.

PlayCre8te may, at its sole discretion, issue refunds, credits, or other accommodations. The issuance of any refund or credit does not obligate PlayCre8te to provide similar relief in the future.

## APPLICATION SUBMISSION

If PlayCre8te assists with submission or distribution through app stores or similar platforms, submission details (including developer/vendor attribution, branding, required disclosures, and metadata) may vary by platform requirements and PlayCre8te configuration. Creator authorizes PlayCre8te to include "Powered by PlayCre8te" branding and to reference PlayCre8te as a technology provider where required or reasonably necessary to operate the Services.

Creators are required by these Terms to provide accurate information. Although PlayCre8te LLC may, for transparency or fraud prevention or detection purposes, directly or through third parties, ask you to provide a form of government identification, your date of birth, and other information, or undertake additional checks and processes designed to help verify or check the identities or backgrounds of Creators and/or screen Creator information against third party databases or other sources, we do not make any representations about, confirm, or endorse any Creator or the Creator's purported identity or background.

By registering for an PlayCre8te LLC Account, you agree that PlayCre8te LLC may - but is not obligated to - request a consumer report on you from a Consumer Reporting Agency. If we do request a consumer report, we'll request and use it in compliance with applicable law, including the Fair Credit Reporting Act.

Any references in the Site, Application or Services to a Creator being "verified" or "connected" (or similar language) only indicate that the Creator has completed a relevant verification or identification process, and does not represent anything else. Any such description is not an endorsement, certification or guarantee by PlayCre8te LLC about any Creator, including of the Creator's identity and whether the Creator is trustworthy, safe or suitable. Instead, any such description is intended to be useful information for you to evaluate when you make your own decisions about the identity and suitability of others whom you contact or interact with via the Site, Application and Services. We therefore recommend that you always exercise due diligence and care when deciding whether to download, install or use a mobile application on your mobile device, tablet or computer. PlayCre8te LLC are not responsible for any damage or harm resulting from your interactions with other Creators.

By using the Site, Application or Services, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Creators or other third parties will be limited to a claim against the particular Creators or other third parties who caused you harm. You agree not to attempt to impose liability on or seek any legal remedy from PlayCre8te LLC with respect to such actions or omissions. Accordingly, we encourage you to communicate directly with other Creators on the Site and Services regarding any content contained within associated Content Distribution Applications.

## NO ENDORSEMENT

PlayCre8te LLC does not endorse any Creator or Content Distribution Application. TAXES

Tax regulations may require us to collect appropriate tax information from our Creators, or to withhold taxes from payouts to Creators, or both. For instance, IRS regulations stipulate that we must collect an IRS Form W-9 from certain US Creators, and an appropriate IRS Form W-8 (e.g. Form W-8BEN) from non-US Creators with at least one Content Distribution Application in the US. You as a Creator are solely responsible for keeping the information in your tax forms current, complete and accurate. If you as a Creator fail to provide us with documentation that we determine to be sufficient to alleviate our obligation (if any) to withhold taxes from payments to you (e.g. where you are a US Creator and you fail to provide us with a completed IRS Form W-9), we reserve the right in our sole discretion to freeze all payouts to you until resolution, to withhold such amounts as required by law, or to do both.

You as a Creator understand and agree that you are solely responsible for determining (i) your applicable Tax reporting requirements, and (ii) the Taxes that should be included, and for including Taxes to be collected or obligations relating to applicable Taxes in Content Distribution Applications. You are also solely responsible for remitting to the relevant authority any Taxes included or received by you. PlayCre8te LLC cannot and does not offer Tax-related advice to any Creators.

Where applicable, or based upon request from a Creator, PlayCre8te LLC may issue a valid VAT invoice to such Creator.

You understand and acknowledge that appropriate governmental agencies, departments or authorities (the "Tax Authority") where your Website and Content Distribution Application is located may require Taxes to be collected from Stakeholders or Creator on the amount paid for the right to download and/or use of the Website and Content Distribution Applications, and to be remitted to the respective Tax Authority. The laws in jurisdictions may vary, but these taxes may be required to be collected and remitted as a percentage of the Website and Content Distribution Application Fees set by Creators (hereafter, "Usage Taxes").

## CURRENCY CONVERSION

PlayCre8te LLC's online platform facilitates mobile interactions and transactions between Stakeholders and Creators who may pay in a currency different from their destination currency, which may require currency conversions to accommodate these differing currency preferences. Although the PlayCre8te LLC platform allows Stakeholders and Creators to view the price of Content Distribution Applications and in-app transactions in a number of currencies, the currencies available for Stakeholders and Creators to make and receive payments may be limited, and may not include the default currency in any given geographic location.

## USER CONDUCT

You understand and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of the Site, Application, Services and Collective Content. In connection with your use of the Site, Application, Services and Collective Content, you may not and you agree that you will not:

- violate any local, state, provincial, national, or other law or regulation, or any order of a court, including, without limitation, zoning restrictions and Tax regulations;
- use manual or automated software, devices, scripts, robots, backdoors or other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in the Site, Application, Services or Collective Content;
- access or use our Site, Application or Services to use, expose, or allow to be used or exposed, any PlayCre8te LLC Content: (i) that is not publicly displayed by PlayCre8te LLC in its search results pages or Content Distribution Application pages before a Content Distribution Application is downloaded and installed; (ii) in any way that is inconsistent with the PlayCre8te LLC Privacy Policy or Terms of Service; or (iii) in any way that otherwise violates the privacy rights or any other rights of PlayCre8te LLC's users or any other third party;
- use the Site, Application, Services or Collective Content for any commercial or other purposes that are not expressly permitted by these Terms or in a manner that falsely implies PlayCre8te LLC endorsement, partnership or otherwise misleads others as to your affiliation with PlayCre8te LLC;
- dilute, tarnish or otherwise harm the PlayCre8te LLC brand in any way, including through unauthorized use of Collective Content, registering and/or using PlayCre8te LLC or derivative terms in domain names, trade names, trademarks or other source identifiers, or registering and/or using domain names, trade names, trademarks or other source identifiers that closely imitate or are confusingly similar to PlayCre8te LLC domains, trademarks, taglines, promotional campaigns or Collective Content
- copy, store or otherwise access or use any information contained on the Site, Application, Services or Collective Content for purposes not expressly permitted by these Terms;
- infringe the rights of PlayCre8te LLC or the rights of Creators or any other person or entity, including without limitation, their intellectual property, privacy, publicity or contractual right;
- interfere with or damage our Site, Application or Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
- use our Site, Application or Services to transmit, distribute, post or submit any information concerning any other person or entity,

including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;

- use our Site, Application, Services or Collective Content in connection with the distribution of unsolicited commercial email (“spam”) or advertisements unrelated to the content contained within our Creators’ Content Distribution Applications;
- “stalk” or harass any other user of our Site, Application, Services or Collective Content, or collect or store any personally identifiable information about any other user other than for purposes of transacting as an PlayCre8te LLC Stakeholder or Creator;
- offer, as a Creator, any Content Distribution Application or Content therein, that you do not yourself own or have permission to Publish (without limiting the foregoing, you will not list Content Distribution Applications as a Creator if you are serving in the capacity of an agent for a third party);
- offer, as a Creator, any Content within a Content Distribution Application that may not be Published pursuant to the terms and conditions of an agreement with a third party;
- register for more than one PlayCre8te LLC Account or register for an PlayCre8te LLC Account on behalf of an individual other than yourself;
- contact another Creator for any purpose other than asking a question related to a Content Distribution Application published by said Creator, or the Creator’s use of the Site, Application and Services;
- recruit or otherwise solicit any Creator or other Creator to join third-party services or websites that are competitive to PlayCre8te LLC, without PlayCre8te LLC’s prior written approval;
- recruit or otherwise solicit any Creator to join third-party services, applications or websites, without our prior written approval;
- impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
- use automated scripts to collect information from or otherwise interact with the Site, Application, Services or Collective Content;
- use the Site, Application, Services or Collective Content to find a Creator or Stakeholder and then complete the creation of a Content Distribution Application independent of the Site, Application or Services, in order to circumvent the obligation to pay any fees related to PlayCre8te LLC’s provision of the Services or for any other reasons;
- as a Creator, submit any Content Distribution Application with false or misleading information, including price information, or submit any Content Distribution Application with a price that you do not intend to honor;
- engage in disruptive, circumventive, abusive or harassing behavior in any area or aspect of our Platform, Application, or Services;
- post, upload, publish, submit or transmit any Content that: (i) infringes, misappropriates or violates a third party’s patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; or (vii) promotes illegal or harmful activities or substances;
- systematically retrieve data or other content from our Site, Application or Services to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;
- use, display, mirror or frame the Site, Application, Services or Collective Content, or any individual element within the Site, Application, Services or Collective Content, PlayCre8te LLC’s name, any PlayCre8te LLC trademark, logo or other proprietary information, or the layout and design of any page, Content Distribution Application or form contained on a page in the Site, Application or Services, without PlayCre8te LLC’s express written consent;
- access, tamper with, or use non-public areas of the Site, Application or Services, PlayCre8te LLC’s computer systems, or the technical delivery systems of PlayCre8te LLC’s providers;
- attempt to probe, scan, or test the vulnerability of any PlayCre8te LLC system or network or breach any security or authentication measures;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by PlayCre8te LLC or any of PlayCre8te LLC’s providers or any other third party (including another user) to protect the Site, Services, Application or Collective Content;
- use the Site, Services, Application or Collective Content to send altered, deceptive or false source-identifying information;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site, Services, Application or Collective Content;
- advocate, encourage, or assist any third party in doing any of the foregoing; or ● accept or make a payment for Website and Content Distribution Application Fees outside PlayCre8te LLC payments. If you do so, you acknowledge and agree that you: (i) would

be in breach of these Terms; (ii) accept all risks and responsibility for such payment, and (iii) hold PlayCre8te LLC harmless from any liability for such payment.

PlayCre8te does not permit adult-only, sexually explicit, pornographic, or NSFW content intended primarily for sexual arousal on the platform.

PlayCre8te LLC has the right to investigate and prosecute violations of any of the above to the fullest extent of the law. In addition, and as set in these Terms, PlayCre8te LLC may take a range of actions against you, including but not limited to removing or disabling access to any or all of your Creator Content or deactivating or canceling your Content Distribution Application(s) or PlayCre8te LLC Account, for a violation of this Section or these Terms.

PlayCre8te LLC may access, preserve and disclose any of your information if we are required to do so by law, or if we believe in good faith that it is reasonably necessary to (i) respond to claims asserted against PlayCre8te LLC or to comply with legal process (for example, subpoenas or warrants), (ii) enforce or administer our agreements with users, such as these Terms, (iii) for fraud prevention, risk assessment, investigation, customer support, product development and debugging purposes, or (iv) protect the rights, property or safety of PlayCre8te LLC, its users, or members of the public. You acknowledge that PlayCre8te LLC has no obligation to monitor your access to or use of the Site, Application, Services or Collective Content or to review, remove, disable access to or edit any Creator Content, but has the right to do so for the purpose of operating and improving the Site, Application and Services (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes), to ensure your compliance with these Terms, to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body, to respond to content that it determines is otherwise objectionable or as set forth in these Terms. PlayCre8te LLC reserves the right, at any time and without prior notice, to remove or disable access to any Collective Content that PlayCre8te LLC, at its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Site, Application or Services.

## REPORTING MISCONDUCT

If you use a Content Distribution Application from a Creator on the PlayCre8te LLC platform or find anyone associated with PlayCre8te LLC who you feel is acting or has acted inappropriately, including but not limited to anyone who (i) engages in offensive, violent or sexually inappropriate behavior, (ii) you suspect of stealing from you, or (iii) engages in any other disturbing conduct, you should immediately report such person to the appropriate authorities and then to PlayCre8te LLC by contacting us with your police station and report number; provided that your report will not obligate us to take any action beyond that required by law (if any) or cause us to incur any liability to you.

## PRIVACY

You agree that PlayCre8te LLC's [Privacy Policy](#) (as may be updated from time to time) governs PlayCre8te LLC's collection and use of your personal information. This Privacy Policy is intended to inform you about how we treat Personal Information that we process about you. If you do not agree to any part of this Privacy Policy, then we cannot provide the Platform or Services to you, and you should stop accessing the Platform and deactivate your PlayCre8te Account.

What information do we collect?

Information that you give us

We receive, store and process information, including Personal Information, that you make available to us when accessing or using our Platform and Services. Examples include when you:

- fill in any form on the Platform, or within a Content Distribution Application, such as when you register or update the details of your user account, or when you supply ID and other verification information;
- access or use the Platform, such as to create a new Content Distribution Application, edit an existing Content Distribution Application, or download and install an existing Content Distribution Application, pay for a Content Distribution Application, or pay for any associated services that may be available, post comments or reviews, or

- communicate with other users;
- link your account on a Third-Party site (e.g. Facebook) to your PlayCre8te Account, in which case we will obtain the Personal Information that you have provided to the Third-Party site, to the extent allowed by your settings with the Third-Party site and authorized by you;
  - communicate with PlayCre8te; and
  - share information with another Creator or Stakeholder.

Information we get from your use of our Platform

We also receive, store and process information, possibly including Personal Information, when you access or use our Platform and Services, including but not limited to:

- *Mobile Data*

When you use certain features of the Platform, in particular our mobile applications we may receive, store and process different types of information about your location, including general information (e.g. IP address, zip code) and more specific information (e.g. GPS-based functionality on mobile devices used to access the Platform or specific features of the platform). If you access the Platform through a mobile device and you do not want your device to provide us with location-tracking information, you can disable the GPS or other location-tracking functions on your device, provided your device allows you to do this. See your device manufacturer's instructions for further details.

- *Contact Information*

You may use your contact information, such as your email address, phone number or Social account ID to create or customize your account or to enable certain account features, for example, for login verification. If you provide us with your email address, phone number or Social account ID, you agree to receive emails to that email address, text messages to that phone number or messages to that Social account, as the case may be. We may use your contact information to send you information about our Platform and Services, to market to you, and to help prevent spam, fraud, or abuse.

- *Log Data*

We may also receive, store and process log data, which is information that is automatically recorded by our servers whenever you access or use the Platform, regardless of whether you are registered with PlayCre8te or logged in to your PlayCre8te Account, such as your IP Address, the date and time you access or use the Platform, the hardware and software you are using, referring and exit pages and URLs, the number of clicks, device event information, pages viewed and the order of those pages, and the amount of time spent on particular pages.

- *Cookies and other Tracking Technologies*

PlayCre8te may use cookies and other similar technologies, such as mobile application and other device identifiers, on the Platform. We may also allow our business partners to use their cookies and other tracking technologies on the Platform. As a result, when you access or use the Platform, you will provide or make available certain information to us and to our business partners.

While you may disable the usage of cookies through your browser settings, we do not change our practices in response to a "Do Not Track" signal in the HTTP header from your browser or mobile application. We track your activities if you click on advertisements for PlayCre8te services on Third-Party platforms such as search engines and

social networks, and may use analytics to track what you do in response to those advertisements.

We may, either directly or through Third Parties we engage to provide services to us, also continue to track your behavior on our own Platform for purposes of our own customer support, analytics, research, product development, fraud prevention, risk assessment, regulatory compliance, investigation, as well as to enable you to use and access the Platform

and pay for your activities on the Platform. We may also, either directly or through Third-Parties we engage to provide services to us, track your behavior on our own Platform to market and advertise our services to you on the Platform and Third-Party websites. Third Parties that use cookies and other tracking technologies to deliver targeted advertisements on our Platform and/or Third-Party websites may offer you a way to prevent such targeted advertisements by opting-out at the websites of industry groups such as the [Network Advertising Initiative](#) and/or the [Digital Advertising Alliance](#). You may also be able to control advertising cookies provided by publishers, for example Google's [Ad Preference Manager](#). Please note that even if you choose to opt-out of receiving targeted advertising, you may still receive advertising on or about the Platform – it just will not be tailored to your interests. In addition, if you disable cookies, you may lose some of the features and functionality of using our Platform, Application and Services, as cookies are necessary to track and enhance your use and access.

Third Parties may not collect information about users' online activities on the Platform except as described in this policy.

- *Third-Party social plugins*

Our Platform may use social plugins which are provided and operated by Third-Parties, such as Facebook's Like Button.

As a result of this, you may send to the Third-Party the information that you are viewing on a certain part of our Platform. If you are not logged into your account with the Third-Party, then the Third Party may not know your identity. If you are logged into your account with the Third Party, then the Third Party may be able to link information about your visit to our Platform to your account with them. Similarly, your interactions with the social plugin may be recorded by the Third Party.

Please refer to the Third Party's privacy policy to find out more about its data practices, such as what data is collected about you and how the Third Party uses such data.

What do we use your information for?

Any of the information we collect from you may be used in one of the following ways: •

- To personalize your experience

Your information helps us to better respond to your individual needs) • ● To process transactions

Your information, whether public or private, will not be sold, exchanged, transferred, or given to any other company for any reason whatsoever, without your consent, other than for the express purpose of delivering the purchased product or service requested.

- To send periodic emails

The email address you provide may be used to send you information, respond to inquiries, and/or other requests or questions.

How do we protect your information?

We implement a variety of security measures to maintain the safety of your personal information when you place an order or enter, submit,

or access your personal information. After a transaction, your private information (credit cards, social security numbers, financials, etc.) will not be stored on our servers.

Do we use cookies?

Yes. Cookies are small files that a site or its service provider transfers to your computers hard drive through your Web browser (if you allow) that enables the sites or service providers systems to recognize your browser and capture and remember certain information. We use cookies to help us remember and process the items in your shopping cart.

Do we disclose any information to outside parties?

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information. This does not include trusted third parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others rights, property, or safety. However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

Third party links

Occasionally, at our discretion, we may include or offer third party products or services on our website. These third party sites have separate and independent privacy policies. We therefore have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these sites.

New Mexico Online Privacy Protection Act Compliance

Because we value your privacy we have taken the necessary precautions to be in compliance with the New Mexico Online Privacy Protection Act. We therefore will not distribute your personal information to outside parties without your consent. As part of the New Mexico Online Privacy Protection Act, all users of our site may make any changes to their information at anytime by logging into their control panel and going to the 'Edit Profile' page.

Children's Online Privacy Protection Act Compliance

We are in compliance with the requirements of COPPA (Children's Online Privacy Protection Act), we do not collect any information from anyone under 13 years of age. While the content provided by Creators may be directed towards younger audiences, our website, products and services are all directed to people who are at least 13 years old or older.

Your Consent

By using our site, you consent to our privacy policy.

Changes to our Privacy Policy

If we decide to change our privacy policy, we will post those changes on this page, and/or update the Privacy Policy modification date below.

INTELLECTUAL PROPERTY OWNERSHIP AND RIGHTS NOTICES

The Site, Application, Services, and Collective Content are protected by copyright, trademark, and other laws of the United States and

foreign countries. You acknowledge and agree that the Site, Application, Services and PlayCre8te LLC Content, including all associated intellectual property rights, are the exclusive property of PlayCre8te LLC and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, Application, Services, or PlayCre8te LLC Content. All trademarks, service marks, logos, trade names, and any other proprietary designations of PlayCre8te LLC used on or in connection with the Site, Application, Services, and PlayCre8te LLC Content are trademarks or registered trademarks of PlayCre8te LLC in the US and abroad. Trademarks, service marks, logos, trade names and any other proprietary designations of third parties used on or in connection with the Site, Application, Services, and PlayCre8te LLC Content are used for identification purposes only and may be the property of their respective owners. As a Creator or a Stakeholder, you understand and agree that you are bound by the additional Terms, Guidelines and Policies that apply to your use of the Site, Application, Services and Collective Content, including PlayCre8te LLC's Trademarks.

## ADDITIONAL TERMS

Our Site, Application and Services have different products, features and offerings, so sometimes additional terms or product requirements may apply to your use of those products, features or offerings. If additional terms are available for the relevant product or Services you use, those additional terms become part of these Terms.

## APPLICATION LICENSE

Subject to your compliance with these Terms, PlayCre8te LLC grants you a limited non-exclusive, non-transferable license to download and install a copy of the Content Distribution Application on each mobile device or computer that you own or control and run such copy of the Content Distribution Application solely for your own personal use. Furthermore, with respect to any Apple App Store Sourced Application (defined below), you will only use the App Store Sourced Application (i) on an Apple-branded product that runs the iOS (Apple's proprietary operating system) and (ii) as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Service. PlayCre8te LLC reserves all rights in the Application not expressly granted to you by these Terms.

## PlayCre8te LLC CONTENT AND CREATOR CONTENT LICENSE

Subject to your compliance with these Terms and PlayCre8te LLC's Trademark, PlayCre8te LLC grants you a limited, non-exclusive, non-transferable license, to (i) access and view any Content published via the PlayCre8te LLC Platform solely for your personal and non-commercial purposes and (ii) access and view any Creator Content to which you are permitted access, solely for your personal and non-commercial purposes. You have no right to sublicense the license rights granted in this section.

You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Site, Application, Services, or Collective Content, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by PlayCre8te LLC or its licensors, except for the licenses and rights expressly granted in these Terms.

## CREATOR CONTENT

We may, in our sole discretion, permit you to post, upload, publish, submit or transmit Creator Content. By making available any Creator Content on or through the Site, Application, Services, or through PlayCre8te LLC promotional campaigns, you hereby grant to PlayCre8te LLC a worldwide, irrevocable, perpetual (or for the term of the protection), non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, translate, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such Creator Content on, through, by means of or to promote or market the Site, Application and Services. PlayCre8te LLC does not claim any ownership rights in any such Creator Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such Creator Content.

PlayCre8te may apply reasonable storage, bandwidth, or usage limits based on Creator's plan, add-ons, or fair use thresholds, as described in the Creator dashboard or supplemental terms.

**Content Review and Enforcement.** PlayCre8te may remove, disable access to, or restrict distribution of any Creator Content or Creator

Experience at any time if we believe, in our discretion, that it violates these Terms, our policies, payment provider or app store requirements, or applicable law, or presents risk to PlayCre8te, users, or third parties. PlayCre8te may suspend payouts or terminate accounts associated with excessive chargebacks, fraud, or policy violations.

**CREATOR CONTENT (OWNERSHIP + AUTHORIZATION WARRANTY)** - Creator represents, warrants, and agrees that all Creator Content published, distributed, or monetized through the Site, Application, or Services is owned by Creator or that Creator has obtained all necessary rights, licenses, consents, permissions, and releases required to lawfully publish, distribute, display, perform, and monetize such Creator Content. Creator may not publish, distribute, or monetize any content that Creator does not own or does not have express legal authorization to use.

**CREATOR CONTENT (PLATFORM TAKEDOWN AUTHORITY)** - PlayCre8te LLC reserves the right, at its sole discretion and without prior notice, to remove, disable access to, restrict distribution of, or otherwise take action with respect to any Creator Content or Creator Experience for any reason, including but not limited to violations of these Terms, PlayCre8te policies, payment provider or app store requirements, legal or regulatory concerns, intellectual property claims, excessive disputes or chargebacks, reputational risk, or operational risk to the platform.

Creator further represents and warrants that Creator Content does not infringe, misappropriate, or violate any intellectual property rights, rights of publicity or privacy, contractual rights, or other rights of any third party, and does not violate any applicable law, regulation, payment provider requirements, or PlayCre8te policies.

You acknowledge and agree that you are solely responsible for all Creator Content that you make available or access through the Site, Application, Services or through PlayCre8te LLC promotional campaigns. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Creator Content that you make available through the Site, Application, Services or through PlayCre8te LLC promotional campaigns or you have all rights, licenses, consents and releases that are necessary to grant to PlayCre8te LLC the rights in such Creator Content, as contemplated under these Terms; and (ii) neither the Creator Content nor your posting, uploading, publication, submission or transmittal of the Creator Content or PlayCre8te LLC's use of the Creator Content (or any portion thereof) on, through or by means of the Site, Application, the Services or PlayCre8te LLC promotional campaigns will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

## LINKS

The Site, Application and Services may contain links to third-party websites or resources. You acknowledge and agree that PlayCre8te LLC is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by PlayCre8te LLC of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the Content, products or services on or available from such websites or resources.

## FEEDBACK

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Site, Application and Services ("Feedback"). You may submit Feedback by emailing us, through the Support section of the Site and Application, or by other means of communication. You acknowledge and agree that all Feedback you give us will be the sole and exclusive property of PlayCre8te LLC and you hereby irrevocably assign to PlayCre8te LLC and agree to irrevocably assign to PlayCre8te LLC all of your right, title, and interest in and to all Feedback, including without limitation all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein, and waive any moral rights you may have in such Feedback. At PlayCre8te LLC's request and expense, you will execute documents and take such further acts as PlayCre8te LLC may reasonably request to assist PlayCre8te LLC to acquire, perfect, and maintain its intellectual property rights and other legal protections for the Feedback.

## COPYRIGHT POLICY

PlayCre8te LLC respects copyright law and expects its users to do the same. It is PlayCre8te LLC's policy to terminate in appropriate circumstances the PlayCre8te LLC Accounts of Creators or other account holders who infringe or are believed to be repeatedly infringing the rights of copyright holders.

**DMCA Notices.** If you believe content on the Services infringes your copyright, you may submit a notice to our designated agent at: [product@playcre8te.com](mailto:product@playcre8te.com) with (i) identification of the copyrighted work, (ii) identification of the allegedly infringing material and its location, (iii) your contact information, (iv) a statement of good-faith belief, and (v) a statement under penalty of perjury that the notice is accurate and you are authorized to act. PlayCre8te may remove or disable access to material upon receipt of a compliant notice and may terminate repeat infringers.

## TERM AND TERMINATION, SUSPENSION AND OTHER MEASURES

### Term

These Terms remain in effect until terminated by you or PlayCre8te LLC in accordance with this section. Any paid plan, subscription, or fee-based feature offered through the Services may have its own billing period, renewal terms, or usage conditions, which will be presented at the time of purchase and incorporated by reference.

### Creator Termination for Convenience

Creators may terminate their PlayCre8te LLC Account for convenience; however, because Creator Content may be accessed by Fans through subscriptions, rentals, or other paid access models, **Creators are required to provide at least thirty (30) days' advance notice prior to terminating their Creator Account or discontinuing paid Creator Experiences.**

During the notice period:

- Creator must continue to honor all active subscriptions, rentals, and paid access granted to Fans
- Creator may not charge new users for access that cannot be fulfilled during the notice period
- Creator must not remove access to paid content except as permitted by platform tools or policies

PlayCre8te may, at its discretion, provide notice to Fans regarding Creator termination, subscription changes, or service discontinuation.

Failure to provide the required notice may result in delayed payouts, withheld funds, refunds to Fans, account suspension, or other enforcement actions.

Creator termination requests may be submitted through account settings or by written notice to PlayCre8te.

### PlayCre8te Termination for Convenience

PlayCre8te LLC may terminate these Terms for convenience by providing at least thirty (30) days' notice to the Creator using the registered email address, except where immediate termination is permitted under the suspension and enforcement provisions below.

### Suspension, Termination for Breach, and Enforcement Measures

PlayCre8te LLC may immediately suspend, restrict, or terminate access to the Services, Creator Experiences, payouts, or Creator Accounts, with or without notice, if PlayCre8te determines in good faith that:

- Creator has violated these Terms, PlayCre8te policies, or applicable law
- Creator has published prohibited content, including sexually explicit, pornographic, or obscene material

- Creator has infringed or misappropriated intellectual property or third-party rights
- Creator has engaged in fraud, deception, or abuse of the platform
- Creator has excessive chargebacks, disputes, refunds, or payment reversals
- Creator poses legal, financial, reputational, operational, or security risk to PlayCre8te, Fans, payment providers, app stores, or third parties
- Immediate action is required to comply with legal, regulatory, or payment provider obligations

Enforcement actions may include, without limitation:

- Removal or disabling of Creator Content or Creator Experiences
- Suspension or termination of Creator Accounts
- Suspension, delay, or withholding of payouts
- Refunds issued to Fans, in whole or in part
- Permanent removal from the platform

PlayCre8te is not obligated to provide prior notice where immediate action is reasonably necessary.

#### Cure Period for Non-Material Breaches

Where appropriate and in PlayCre8te's sole discretion, Creators may be given notice of non-material breaches and an opportunity to cure within a reasonable timeframe. Nothing in this section limits PlayCre8te's right to take immediate enforcement action where required.

#### Consequences of Termination or Suspension

Upon termination or suspension:

- Creator access to the Services may be limited or revoked
- Creator Content may be removed, retained, or disabled at PlayCre8te's discretion
- PlayCre8te may retain records and data as required for legal, operational, or compliance purposes
- Creator is not entitled to restoration of their account or Creator Content
- Creator may not attempt to re-register or access the Services through alternate accounts

**TERMINATION / ENFORCEMENT (EXPLICIT AUTHORITY)** - PlayCre8te LLC may immediately suspend or terminate Creator Accounts, Creator Experiences, payouts, or access to the Services for violations involving prohibited content, intellectual property infringement, unauthorized content distribution, fraud, or conduct that creates legal, financial, reputational, or operational risk to PlayCre8te LLC.

Termination does not relieve Creator of obligations incurred prior to termination, including refund obligations, chargebacks, negative balances, or indemnification responsibilities.

#### Survival

All provisions of these Terms that by their nature should survive termination shall survive, including but not limited to provisions relating to fees, payment obligations, ownership, licenses, indemnification, limitation of liability, dispute resolution, and governing law.

#### DISCLAIMERS

IF YOU CHOOSE TO USE THE SITE, APPLICATION, SERVICES OR COLLECTIVE CONTENT, YOU DO SO AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT PlayCre8te LLC DOES NOT HAVE AN OBLIGATION TO CONDUCT BACKGROUND OR REGISTERED SEX OFFENDER CHECKS ON ANY CREATOR, INCLUDING, BUT NOT LIMITED TO, STAKEHOLDERS AND CREATORS. BUT MAY CONDUCT SUCH BACKGROUND OR REGISTERED SEX OFFENDER CHECKS, IN OUR SOLE DISCRETION, TO THE EXTENT PERMITTED BY APPLICABLE LAWS AND IF WE HAVE SUFFICIENT INFORMATION TO IDENTIFY A CREATOR. IF WE CHOOSE TO CONDUCT SUCH CHECKS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED,

THAT SUCH CHECKS WILL IDENTIFY PRIOR MISCONDUCT BY A USER OR GUARANTEE THAT A USER WILL NOT ENGAGE IN MISCONDUCT IN THE FUTURE.

THE SITE, APPLICATION, SERVICES AND COLLECTIVE CONTENT ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, PlayCre8te LLC EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. PlayCre8te LLC MAKES NO WARRANTY THAT THE SITE, APPLICATION, SERVICES, COLLECTIVE CONTENT, INCLUDING, BUT NOT LIMITED TO, THE MOBILE APPLICATIONS OR ANY MOBILE APPLICATIONS, WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. PlayCre8te LLC MAKES NO WARRANTY REGARDING THE QUALITY OF ANY MOBILE APPLICATIONS, MOBILE APPLICATIONS, CREATORS, STAKEHOLDERS, THE SERVICES OR COLLECTIVE CONTENT OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY COLLECTIVE CONTENT OBTAINED THROUGH THE SITE, APPLICATION, SERVICES.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM PlayCre8te LLC OR THROUGH THE SITE, APPLICATION, SERVICES OR COLLECTIVE CONTENT, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE, APPLICATION OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, APPLICATION OR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY CREATORS OR STAKEHOLDERS. YOU UNDERSTAND THAT PlayCre8te LLC DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SITE, APPLICATION OR SERVICES OR TO REVIEW OR VISIT ANY MOBILE APPLICATIONS. PlayCre8te LLC MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SITE, APPLICATION OR SERVICES OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF THE SITE, APPLICATION OR SERVICES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE, APPLICATION OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, APPLICATION OR SERVICES, INCLUDING, BUT NOT LIMITED TO, STAKEHOLDERS AND CREATORS, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON REGARDLESS OF WHETHER SUCH MEETINGS ARE ORGANIZED BY PlayCre8te LLC. PlayCre8te LLC EXPLICITLY DISCLAIMS ALL LIABILITY FOR ANY ACT OR OMISSION OF ANY STAKEHOLDER OR OTHER THIRD PARTY.

#### LIMITATION OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SITE, APPLICATION, SERVICES AND COLLECTIVE CONTENT, YOUR MOBILE APPLICATION OR DOWNLOADING AND INSTALLATION OF ANY MOBILE APPLICATIONS VIA THE SITE, APPLICATION AND SERVICES AND ANY CONTACT YOU HAVE WITH OTHER USERS OF PlayCre8te LLC WHETHER IN PERSON OR ONLINE REMAINS WITH YOU. NEITHER PlayCre8te LLC NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE, APPLICATION, SERVICES OR COLLECTIVE CONTENT WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, FROM THE USE OF OR INABILITY TO USE THE SITE, APPLICATION, SERVICES OR COLLECTIVE CONTENT, FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SITE, APPLICATION, OR SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, APPLICATION, SERVICES OR FROM YOUR MOBILE APPLICATION OR INSTALLATION OF ANY MOBILE APPLICATION VIA THE SITE, APPLICATION AND SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT PlayCre8te LLC HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

EXCEPT FOR OUR OBLIGATIONS TO PAY AMOUNTS TO APPLICABLE CREATORS PURSUANT TO THESE TERMS IN NO EVENT WILL PlayCre8te LLC'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND YOUR USE OF THE SITE, APPLICATION AND SERVICES INCLUDING, BUT NOT LIMITED TO, FROM YOUR MOBILE APPLICATION OR DOWNLOADING OF ANY MOBILE APPLICATION VIA THE SITE, APPLICATION AND SERVICES, OR FROM THE USE OF OR INABILITY TO USE THE SITE, APPLICATION, SERVICES, OR COLLECTIVE CONTENT AND IN CONNECTION WITH ANY MOBILE APPLICATION OR INTERACTIONS WITH ANY OTHER CREATORS, EXCEED THE AMOUNTS YOU HAVE PAID OR OWE FOR DOWNLOADING MOBILE APPLICATIONS VIA THE SITE, APPLICATION AND SERVICES AS A STAKEHOLDER IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR IF YOU ARE A CREATOR, THE AMOUNTS PAID BY PlayCre8te LLC TO YOU IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR ONE HUNDRED U.S. DOLLARS (US\$100), IF NO SUCH PAYMENTS HAVE BEEN MADE, AS APPLICABLE.

THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN PlayCre8te LLC AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

## INDEMNIFICATION

You agree to release, defend, indemnify, and hold PlayCre8te LLC and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (a) your access to or use of the Site, Application, Services, or Collective Content or your violation of these Terms; (b) your Creator Content; (c) your (i) interaction with any Creator, (ii) Downloading of a Content Distribution Application, or (iii) creation of a Content Distribution Application and (d) the use, condition or Editing of an Content Distribution Application by you, including but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of a Downloading or use of an Content Distribution Application.

## EXPORT CONTROL AND RESTRICTED COUNTRIES

You may not use, export, re-export, import, or transfer the Application except as authorized by United States law, the laws of the jurisdiction in which you obtained the Application, and any other applicable laws. In particular, but without limitation, the Application may not be exported or re-exported: (a) into any United States embargoed countries; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Persons List or Entity List. By using the Site, Application and Services, you represent and warrant that (i) neither you nor your listed Content Distribution Application is located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Site, Application and Services for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, or nuclear, chemical or biological weapons. PlayCre8te LLC does not permit Content Distribution Applications associated with certain countries due to U.S. embargo restrictions. In addition to complying with the above, you must also comply with any relevant export control laws in your local jurisdiction.

## ACCESSING AND DOWNLOADING THE APPLICATION FROM ITUNES

The following applies to any Application accessed through or downloaded from the Apple App Store ("App Store Sourced Application"):

- You acknowledge and agree that (i) these Terms are concluded between you and PlayCre8te LLC only, and not Apple, and (ii) PlayCre8te LLC, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Services.
- You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.
- In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between PlayCre8te LLC and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of PlayCre8te LLC.
- You and PlayCre8te LLC acknowledge that, as between PlayCre8te LLC and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- You and PlayCre8te LLC acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your

possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between PlayCre8te LLC and Apple, PlayCre8te LLC, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms.

- You and PlayCre8te LLC acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.
- Without limiting any other terms of these Terms, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

## ENTIRE AGREEMENT

Except as they may be supplemented by a document referenced and incorporated herein or by additional PlayCre8te LLC policies, guidelines, standards, or terms for a specific product, feature, service or offering, these Terms constitute the entire and exclusive understanding and agreement between PlayCre8te LLC and you regarding the Site, Application, Services, Collective Content (excluding Payment Services), and any Content Distribution Applications made via the Site, Application and Services (excluding Payment Services), and these Terms supersede and replace any and all prior oral or written understandings or agreements between PlayCre8te LLC and you regarding Content Distribution Applications, the Site, Application, Services, and Collective Content (excluding Payment Services).

## ASSIGNMENT

You may not assign or transfer these Terms, by operation of law or otherwise, without PlayCre8te LLC's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. PlayCre8te LLC may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

## NOTICES

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by PlayCre8te LLC (i) via a Communication (in each case to the address or phone number that you provide) or (ii) by posting to the Site or via the Application. For notices made via a Communication, the date of receipt will be deemed the date on which such notice is transmitted.

## CONTROLLING LAW AND JURISDICTION

These Terms and your use of the Services will be interpreted in accordance with the laws of the State of New Mexico and the United States of America, without regard to its conflict-of-law provisions. You and we agree to submit to the personal jurisdiction of a state court located in Albuquerque, New Mexico, or a United States District Court, for any actions for which the parties retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights, as set forth in the Dispute Resolution provision below.

## DISPUTE RESOLUTION

If you reside in the United States, you and PlayCre8te LLC agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof, or to the use of the Services or use of the Site, Application or Collective Content (collectively, "Disputes") will be settled by binding arbitration, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. You acknowledge and agree that you and PlayCre8te LLC are each waiving the right to a trial by jury or to participate as a plaintiff or class Creator in any purported class action lawsuit, class-wide arbitration, private attorney-general action, or any other representative proceeding. Further, unless both you and PlayCre8te LLC otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms.

- *Arbitration Rules and Governing Law*

This agreement to arbitrate evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at [www.adr.org/arb\\_medi](http://www.adr.org/arb_medi) or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.

- *Arbitration Process*

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a [form Demand for Arbitration](#).) The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of New Mexico and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

- *Arbitration Location and Procedure*

Unless you and PlayCre8te LLC otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and PlayCre8te LLC submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

- *Arbitrator's Decision*

The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. PlayCre8te LLC will not seek, and hereby waives all rights it may have under applicable law to recover, attorneys' fees and expenses if it prevails in arbitration.

- *Fees*

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed \$75,000, you agree to pay all such fees including but not limited to if the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

- *Changes*

Notwithstanding the provisions of the "Modification" section above, if PlayCre8te LLC changes this "Dispute Resolution" section

after the date you last accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email) within 30 days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of PlayCre8te LLC's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and PlayCre8te LLC in accordance with the provisions of this "Dispute Resolution" section as of the date you last accepted these Terms (or accepted any subsequent changes to these Terms).

## GENERAL

The failure of PlayCre8te LLC to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of PlayCre8te LLC. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

## THIRD PARTY BENEFICIARY

These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties.

## CONTACTING PlayCre8te LLC

If you have any questions about these Terms or any App Store Sourced Application, please contact PlayCre8te LLC via the below contact details:

E-Mail: [product@playcre8te.com](mailto:product@playcre8te.com)

Postal: 6801 Jefferson ST NE, STE150 PMB4125, Albuquerque NM 87109