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1. The App

The eATLAS App allows CUSTOMERS to participate in eATLAS ADVENTURES ("ADVENTURES") created by BUILDER PARTNERS. ADVENTURES are Guided Tours, Scavenger Hunts, and similar events made up of a mix of audio & video clips, geocoordinates, maps, photos, and text clues or information. Only registered BUILDER PARTNERS are granted access to the Platform and permitted to create and publish ADVENTURES. The ADVENTURES are accessible from a CUSTOMER'S personal mobile device if the CUSTOMER has downloaded the App to their device.

2. Age of CUSTOMERS

The ADVENTURES are designed to be used by CUSTOMERS who are over the age of thirteen. The ADVENTURES are not intended to be used by CUSTOMERS under the "**Designated Age**", which shall be the greater of thirteen or the age designated in your local jurisdiction in respect of processing personal data. If you are a CUSTOMER then you represent and warrant that you are over the Designated Age in your jurisdiction or your legal guardian has approved your use of the ADVENTURES.

3. DISCLAIMER OF ADVENTURES

ALL ADVENTURES (INCLUDING WITHOUT LIMITATION ANY CONTENT, TASKS, ACTIVITIES, EVENTS, LOCATIONS, LOCAL CONDITIONS AND CIRCUMSTANCES) ARE THE SOLE RESPONSIBILITY OF THE BUILDER PARTNER WHO CREATED AND PUBLISHED THEM. THIS MEANS THAT THE BUILDER PARTNER, AND NOT INCITEFUL GAMES, IS ENTIRELY RESPONSIBLE FOR ALL ADVENTURES PUBLISHED BY THAT BUILDER PARTNER, AND THE CUSTOMER IS ENTIRELY RESPONSIBLE FOR PARTICIPATING IN THAT ADVENTURE AND ANY CONSEQUENCE THAT MAY ARISE FROM THEIR PARTICIPATION IN THAT ADVENTURE.

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 - i. is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, or racially or

ethnically objectionable, encourages criminal behavior, gives rise to civil liability, violates any law, or is otherwise objectionable;

- ii. BUILDER PARTNERS or CUSTOMERS do not have a right to make available under any law or under a contractual relationship;
 - iii. infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party (including privacy rights);
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 - vi. contains any falsehoods or misrepresentations or create an impression that You know is incorrect, misleading, or deceptive, or any material that could damage or harm minors in any way;
- c. impersonate any person or entity or misrepresent their affiliation with a person or entity;
 - d. forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted to or through the Website, Platform, or App or impersonate another person or organization;
 - e. interfere with or disrupt the Website or Platform or servers or networks connected to the Website or Platform, or disobey any requirements, procedures, policies or regulations of networks connected to the Website or Platform or probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;
 - f. intentionally or unintentionally violate any applicable local, state, national or international law or regulation;
 - g. collect or store personal data about other BUILDER PARTNERS or CUSTOMERS or viewers;
 - h. license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Website, Platform, or App; or
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BUILDER PARTNERS and CUSTOMERS also agree not to access the Website in a manner that utilizes the resources of the Website more heavily than would be the case for an individual person using a conventional web browser. Notwithstanding the foregoing, operators of public search engines may use

spiders or other bots for the purpose of creating publicly available searchable indices of the materials on this Website.

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- a. **Fees.** If there is a payment fee for a specific ADVENTURE, payment is due before the CUSTOMER starts that specific ADVENTURE. BUILDER PARTNERS may be charged a monthly or annual fee for access to and use of the Platform.
- b. **Payment & Charges.** Your access to and use of the App may be subject to Your payment of the applicable fees due for the ADVENTURE selected by You ("**Fees**") as specified in the App and all other applicable amounts, charges and taxes indicated to You when You purchase an ADVENTURE (or otherwise notified to You by Inciteful Games from time to time) when you use

the App or noted on and viewable in Your account profile. Receipts for purchased ADVENTURES will be delivered to You electronically.

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If You provide Inciteful Games with any suggestions, comments or other feedback relating to any aspect of the Website, Platform, or App ("**Feedback**"), Inciteful Games may use such Feedback in the Website, Platform, or App or in any other Inciteful Games products or Apps (collectively, "**Inciteful Games Offerings**"). Accordingly, You agree that: (a) Inciteful Games is not subject to any confidentiality obligations in respect to the Feedback; (b) the Feedback is not confidential or proprietary information of You or any third party and You have all of the necessary rights to disclose the Feedback to Inciteful Games; (c) Inciteful Games (including all of its successors and assigns and any successors and assigns of any of the Inciteful Games Offerings) may freely use, reproduce, publicize, license, distribute, and otherwise commercialize Feedback in any Inciteful Games Offerings; (d) You are not entitled to receive any compensation or re-imbursement of any kind from Inciteful Games or any of the other BUILDER PARTNERS or CUSTOMERS of the Website, Platform, or App in respect of the Feedback; and (e) Inciteful Games reserves the right to delete at our discretion any feedback on our App, Website, Platform, or other forum within which we have the authority to do so.

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17. Choice of Law

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18. General

These Terms of Use, together with any privacy policy that may be published on the Website, constitutes the entire agreement between the parties relating to the Website, Platform, or App and all related activities. These terms of use shall not be modified except in writing signed by both parties or by a new posting of these terms of use issued by Inciteful Games. If any part of these Terms of Use is held to be unlawful, void, or unenforceable, that part shall be deemed severed and shall not affect the validity and enforceability of the remaining provisions. The failure of Inciteful Games to exercise or enforce any right or provision under these Terms of Use shall not constitute a waiver of such right or provision. Any waiver of any right or provision by Inciteful Games must be in writing and shall only apply to the specific instance identified in such writing. You may not assign the terms of use, or any rights or licenses granted hereunder, whether voluntarily, by operation of law, or otherwise without Inciteful Games' prior written consent.

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Effective Date: February 9th, 2023