

Effective Date: August 8, 2019

TERMS OF SERVICE

Welcome to our Website (our “Website” or “site”), owned and operated by Limitless Gaming, LLC, together with various service providers operating under the direction of Limitless Gaming, LLC. By using our Website or any service owned or maintained by Limitless Gaming LLC (such as game services, discord servers, etc, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE, OUR PRIVACY POLICY and all the terms, conditions, disclaimers and limitations that appear or are made available to you on our site (for example, in connection with special offers or promotions) and all of these, as they may be amended from time to time, we may refer to collectively as your “Agreement” with us. We may refer to anyone using, registering, visiting or taking advantage of any of the features, functions, offers or links made available, on or through our Website, as “you” or “your” in our Agreement and we may refer to Limitless Gaming, LLC as “we”, “us” or “our” (or, of course “Limitless Gaming, LLC”).

Acceptance of and Changes to Terms of Service:

This is a contract between you and Limitless Gaming, LLC, a Kentucky Limited Liability Company located at 650 S Highway 27 Ste 5 # 211 Somerset, KY, USA. By using our Website and services, you signify your acceptance of the Agreement, including, without limitation, all the terms and conditions in these Terms of Service. If you do not agree completely with any terms, conditions, disclaimers, limitations or other provisions in your Agreement with us, your only remedy is to discontinue use of our Website. We reserve the right to modify our Agreement with you, including, without limitation, these Terms of Service at any time. Your continued use of any portion of our Website following the effective date contained in the notification or the posting of such changes on our Website, if no other effective date is specified, will constitute your acceptance of those changes and your agreement to comply with all the current terms and conditions of the Agreement.

If you have questions or concerns about our specific terms, please send an e-mail to josh@limitlessrp.net.

User Obligations

You agree not to do any of the following while using the Website or any of our other sites:

- * Intentionally or knowingly violate any applicable law, regulation, or agreement that you are bound by – including this Agreement – nor the rights of any other party;
- * Misrepresent or try to deceive us as to your identity or the identity of anyone else, use buying agents or conduct fraudulent activities;
- * Access, tamper with, or use any areas of the Website or Limitless Gaming, LLC’s computer systems, resources, programming, code or communications capabilities, nor any features or functions of our sites.
- * Frame or link to the Website or any of our other sites, unless permitted in writing by Limitless Gaming, LLC.

Additional Rules of Conduct

You may violate the Terms of Service if, as determined by Limitless Gaming, LLC in its sole discretion, you:

- * Post, transmit, promote, or distribute Content that is illegal.
- * Harass, threaten, embarrass, spam or do anything else to another player that is unwanted, such as repeatedly sending unwanted messages or making personal attacks or statements about race, sexual orientation, religion, heritage, etc.
- * Organize, effectuate or participate in any activity, group, guild that is harmful, abusive, hateful, racially, ethnically, religiously or otherwise offensive, obscene, threatening, bullying, vulgar, sexually explicit, defamatory, infringing, invasive of personal privacy or publicity rights, encourages conduct that would violate a law or in a reasonable person's view, objectionable and/or inappropriate. Hate speech is not tolerated.
- * Use abusive, offensive, or defamatory screen names and/or personas.
- * Engage in disruptive behavior in chat areas, game areas, forums, or any other area or aspect of the Website. Disruptive behavior includes but is not limited to conduct which interferes with the normal flow of gameplay or dialogue within the Website. Disruptive behavior shall also include, but not be limited to, commercial postings, solicitations and advertisements.
- * Disrupt the flow of chat in chat rooms with vulgar language, abusiveness, hitting the return key repeatedly or inputting large images so the screen goes by too fast to read, use of excessive shouting [all caps] in an attempt to disturb other users, "spamming" or flooding [posting repetitive text].
- * Impersonate another person (including celebrities), indicate falsely that you are a Limitless Gaming, LLC employee or a representative of Limitless Gaming, LLC, or attempt to mislead users by indicating that you represent Limitless Gaming, LLC or any of Limitless Gaming, LLC's partners or affiliates.
- * Attempt to get a password, account information, or other private information from anyone else on the Website.
- * Upload any software or Content that you do not own or have permission to freely distribute.
- * Promote, encourage or take part in any activity involving hacking, cracking, phishing, taking advantage of exploits or cheats and/or distribution of counterfeit software and/or virtual currency/items.
- * Upload files that contain a virus, worm, spyware, time bombs, corrupted data or other computer programs that may damage, interfere with or disrupt the Website.
- * Post messages for any purpose other than personal communication, including advertising or promotional messaging, chain letters, pyramid schemes, or other commercial activities.
- * Improperly use in-game support or complaint buttons or make false reports to Limitless Gaming, LLC staff.
- * Use or distribute unauthorized "auto" software programs, "macro" software programs or other "cheat utility" software program or applications.
- * Use any game hacking/altering/cheating software or tools.
- * Modify or attempt to modify any file or any other part of the Website that Limitless Gaming, LLC does not specifically authorize you to modify.
- * Post or communicate any person's real-world personal information using the Website.
- * Attempt to interfere with, hack into or decipher any transmissions to or from the servers for the Website.
- * Use and communicate exploits and/or cheats.
- * Attempt to use the Website on or through any service that is not controlled or authorized by Limitless Gaming, LLC. Any such use is at your own risk and may subject you to additional or different terms. Limitless Gaming, LLC takes no responsibility for your use of the Website on or through any service that is not controlled by Limitless Gaming, LLC.

- * Interfere with the ability of others to enjoy playing on the Website or take actions that interfere with or materially increase the cost to provide the Website for the enjoyment of all its users.
- * Unless expressly authorized by Limitless Gaming, LLC, you may not sell, buy, trade or otherwise transfer your Account or any personal access to the Website, its Content or Entitlements, including by use of auction websites.
- * You may not conduct any activities that violate the laws of any jurisdiction including but not limited to copyright infringement, trademark infringement, defamation, invasion of privacy, identity theft, hacking, stalking, fraud and the distribution of counterfeit software.
- * Post or transmit unsolicited advertising, promotional materials or other forms of solicitation in-game or in the forums.
- * Abuse or exploit bugs, undocumented features, design errors or problems in the game.
- * “Role-playing” is not an excuse for violating this or any other policy.

Specific Website Services may also post additional rules that apply to your conduct on those services.

Unless otherwise specified, there is no requirement or expectation that Limitless Gaming, LLC will monitor or record any online activity on the Website, including communications. However, Limitless Gaming, LLC reserves the right to access and/or record any online activity on the Website and you give Limitless Gaming, LLC your express consent to access and record your activities. Limitless Gaming, LLC reserves the right to remove any content from the Website at Limitless Gaming, LLC’s sole discretion. Limitless Gaming, LLC has no liability for your or any third party’s violation of this Agreement.

Website Account

In order to purchase from our Website you are required to register with the Website and create a unique account. You agree to provide and maintain accurate, current and complete information, including your contact information for notices and other communications from us and your payment information. You agree not to impersonate or misrepresent your affiliation with any person or entity, including using another person’s username, password or other account information, or another person’s name or likeness, or provide false information or details in any way. You agree that we may take steps to verify the accuracy of information you provide.

We have adopted and implemented a policy that provides for the terminations, in appropriate circumstances, of the accounts of users who are repeatedly violate this Agreement. In addition, we may suspend or terminate your account and your ability to use the Website if you engage in, encourage, or in any way advocate for illegal conduct, whether intentional or unintentional.

You are responsible for taking reasonable steps to maintain the confidentiality of your username and password, and you are responsible for all activities under your account that you can reasonably control. You agree to promptly notify us of any unauthorized use of your username, password or other account information, or of any other breach of security that you become aware of involving the Website.

The security, integrity and confidentiality of your information are extremely important to us. We have implemented, through a third party provider, technical, administrative and physical security measures

that are designed to protect your information from unauthorized access, disclosure, use and modification.

Privacy Policy

Your use of our Website is also subject to our Privacy Policy, which forms a part of your Agreement with us, as noted above.

Third Party Content and Monitoring: Any opinions, advice, statements, services, offers, events or other information or content expressed or made available on our Website by any third parties are those of the respective author(s) or distributor(s) and not ours. We neither endorse nor are responsible for these, in any way, including, without limitation, the accuracy or reliability of any opinion, advice, information or statement made by anyone other than our employee who is authorized by us and is acting in her or his official capacity.

Parental Control Protections: As required by the Communications Decency Act of 1996, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to information and content that may be objectionable or harmful to minors as specified by law. Among the many companies that provide Internet blocking and screening software are CyberPatrol, NetNanny, SurfWatch and GuardOne. We do not sponsor or endorse or control any of these companies or their services.

Links:Our site may contain links to other websites and/or resources. You acknowledge and agree that we are not responsible or liable for their (1) availability or accuracy; or any (2) content, advertising, or products on or made available on such an external site. The inclusion of any link on our site does not imply that we endorse, verify, have reviewed or monitor the link or the site reached through the link.

Mobile Use

When you access the Website through a mobile network, your network or roaming provider's messaging, data and other rates and fees will apply. Downloading, installing or using certain parts of the Website may be prohibited or restricted by your network provider and not all parts of the Website may work with your network provider or device.

Copyright Notice

All text, graphics, logos, icons, images, audio clips and software on the site ("Content") are copyrighted materials owned by or licensed to us. Content may contain trademarks, service marks and trade names which are owned by us and may also contain brand and product names which are trademarks, service marks or trade names which are owned us or by third parties and the term "Content" will be used and mean to include these as well. Unless authorized in writing by a Company Official of Limitless Gaming, LLC, you may not use any Content without our consent and, even if we consent, you may not use any Content in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits us. You may not sell, reproduce, distribute, copy, duplicate, resell, modify, display, publicly perform, prepare derivative works based on, frame, mirror, repost, exploit for any commercial purpose, or otherwise use any of the Content in any way for any public or commercial purpose without our prior written consent or the consent of the rights holder if not us. You may not use the Content on any other Web site or medium or in a networked computer environment for any

purpose. If you violate any of these terms, your permission to use the Content will automatically terminate, you must immediately destroy Content in your possession or under your control and any copies you have made, and we may end your authorization to use our site. Nothing shall be construed as conferring any license or right under any copyright, trade secret, patent, trademark or other intellectual property rights to you and we expressly reserved all such rights.

Notices:We will give you any necessary notices by posting them on our site. You authorize us to send notices via electronic mail or by other electronic or digital means (e.g., wireless, web, etc.), in our sole discretion. You agree to check our site for notices, and that you will be deemed to have received a notice when it is made available to you by posting on the site or sent to you via electronic mail or made available in any other reasonable means consistent with the terms of this Agreement.

Disclaimer of Warranties:Although we endeavor to provide current, accurate and reliable information on our site, we cannot and do not warrant, promise, guarantee or make any representations regarding the accuracy, reliability or any use of the functions, features, operations, Content, or information. We cannot and do not warrant that your use of our site, or the operation or function of the site, any component, feature, function, capability, offer, product, software, or services, will be uninterrupted or error free or that defects or malfunctions will be corrected or that the site is free of viruses or other harmful elements.

Your use of our site is solely and fully at your own risk and you assume full responsibility for all costs and expenses associated with servicing and/or repair in any way connected or arising from attempted, alleged or actual use or access of our site. We make no representations about the suitability, reliability, availability, timeliness, and/or accuracy of our site.

OUR SITE AND THE CONTENT IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY EXPRESS, IMPLIED OR STATUTORY WARRANTY OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR FITNESS FOR ANY PARTICULAR PURPOSE. WE DISCLAIM ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES NOT EXPRESSLY SET OUT IN THESE TERMS.

Limitation of Liability

In no event shall Limitless Gaming, LLC, its members, managers, company officials, partners, owners, agents, contractors, and/or representatives be liable to you or anyone else for any indirect, punitive, incidental, special or consequential damages or any damages whatsoever, including, without limitation, damages for loss of use, data or profits, or damages for personal injury, arising out of or in any way connected with our Website, this Agreement, the use or performance of our Website, the delay or inability to use our Website, the provision of, or failure to, provide services, or for any events, information, software, products, services and related graphics obtained through the Website, or otherwise arising out of the use of our Website, whether based on contract, tort, negligence, strict liability or otherwise, even if we or any other party may have been advised of the possibility of damages.

If you are dissatisfied with any portion of our Website, or with any part of this Agreement or your transactions with us, your sole and exclusive remedy is to discontinue using our Website. This sole and exclusive remedy is separate and independent of any other provision that limits our liability or your remedies under this Agreement.

Binding Arbitration and Class Action Waiver: You and Limitless Gaming, LLC agree to arbitrate all disputes between you and Limitless Gaming, LLC or its affiliates, except disputes relating to the enforcement of any intellectual property rights. "Dispute" includes any dispute, action or other controversy between you and us concerning the Website, any product or service ordered or purchased, or these terms, whether such an action sounds in contract, tort, warranty, statute or regulation, or other legal or equitable basis.

In the event of a dispute, you or Limitless Gaming, LLC must send to the other party a notice of dispute, which is a written statement that sets forth the name, address and contact information of the party giving the notice, the facts giving rise to the dispute, and the relief requested. You must send any notice of dispute to Limitless Gaming, LLC, 650 S Highway 27 Ste 5 # 211 Somerset, KY 42501, USA, Attn: Legal Dispute. We will send any notice of dispute to you at the contact information we have for you. You and Limitless Gaming, LLC will attempt to resolve a dispute through informal negotiation within sixty (60) days from the date the notice of dispute is sent. After sixty (60) days, you or we may commence arbitration. You may also litigate a dispute in small claims court if the dispute meets the requirements to be heard in small claims court, whether or not you negotiated informally first.

If you and Limitless Gaming, LLC do not resolve a dispute by informal negotiation or in small claims court, the dispute shall be settled by binding arbitration before a neutral arbitrator whose decision will be final except for a limited right of appeal under the U.S. Federal Arbitration Act. **YOU ARE GIVING UP THE RIGHT TO LITIGATE A DISPUTE IN COURT BEFORE A JUDGE OR JURY.** Arbitration will be administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules and its Supplementary Procedures for Consumer Related Disputes. For more information, visit www.adr.org or, in the United States, call 800-778-7879. Arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator may award damages to you individually as a court could, including declaratory or injunctive relief, but only to the extent required to satisfy your individual claim.

Arbitration shall be initiated in the City of Somerset, Kentucky United States of America, and you and Limitless Gaming, LLC agree to submit to the personal jurisdiction of the federal or state courts located there, in order to compel arbitration, stay proceedings pending arbitration, or confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

PROCEEDINGS TO RESOLVE OR LITIGATE A DISPUTE IN ANY FORUM WILL BE CONDUCTED ON AN INDIVIDUAL BASIS. Neither you nor Limitless Gaming, LLC will seek to have a dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding can be combined with another without the prior written consent of all parties to the arbitration or proceeding. If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration.

Termination of Use

We may terminate your www.limitlessrp.net or your in-game account with or without cause at any time effective immediately. You are personally liable for any orders that you place or charges that you incur prior to termination. We reserve the right to change, suspend or discontinue all or any aspects of the Website at any time without prior notice.

Force Majeure: We shall be excused from performance under this Agreement if we fail or are prevented, forbidden or delayed from performing by reason of: (a) any provision of any present or future law or regulation or order of any court, the United States of America, or any State or local government body, (b) any act or omission of a third party, or (c) any act, emergency condition, war, computer or telecommunications failure or other circumstance beyond our control.

General Provisions

You agree that we and our agents, representatives, contractors, suppliers and others working on our behalf, may make improvements and/or changes in the Content on our sites, and all features, functions and/or services may change at any time without notice and without liability of any kind. You are responsible for compliance with applicable laws and regulations that apply to you, keeping in mind that access to our site may not be legal by certain persons or in certain countries. A failure or delay in exercising any right, power or privilege occurring upon any default by the other party with respect to any of the terms in this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege, unless otherwise specifically articulated elsewhere in this Agreement. If any provision of our Agreement is held by a court of competent jurisdiction to be contrary to law, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties, with all other provisions remaining in full force and effect. These Terms of Service, along with the Privacy Policy and any other terms, conditions or provisions specifically referred to herein, comprises the entire agreement between you and us regarding the subject matter and supersedes all prior or contemporaneous negotiations, discussions or agreements, if any, between the parties with respect to same.

These Terms of Service, and our Agreement with you, is personal to you and you may not transfer, assign, or delegate any of them to anyone without our express written permission and any attempt to do so without prior written permission will be void ab initio. These Terms of Service will inure to the benefit of our successors, assignees, and licensees. Unless the context clearly indicates otherwise, when used in this Agreement the singular shall include the plural and vice versa. Whenever the masculine, feminine or neuter gender is used inappropriately in this Agreement, this Agreement shall be read as if the appropriate gender was used. The headings are included for reference only and have no effect on the meaning of any provision. This Agreement shall be construed as though drafted by both parties. Commonwealth of Kentucky law, and controlling U.S. federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, will govern any action related to these Terms of Service and our Agreement with you. You agree to submit to the personal jurisdiction of the courts located in Pulaski County, in the Commonwealth of Kentucky, for the resolution of all disputes arising from or related to these Terms of Service, our Agreement with you and/or your use of the Site. The provisions of these terms which by their nature should survive the termination of these terms shall survive such termination.

Digital Rights Protection

Any and all code (Websites, FiveM Resources, Discord Bots), documentation, graphics, or **anything else** created for use on Limitless Gaming, Limitless Roleplay, or any other subsidiary of Limitless Gaming, LLC by any developer, member, player, administrator, or anyone else providing code to or appointed by Limitless Gaming, LLC is the sole property of Limitless Gaming, LLC. You agree that you will not release, re-use, share, or retain any code, resource, website, etc belonging to Limitless Gaming, LLC, Limitless Roleplay, or any of Limitless Gaming, LLC's other subsidiaries. Failure to abide by this will be grounds for suit in the courts of Pulaski County, The Commonwealth of Kentucky.

Refund Policy

Limitless Gaming LLC is 100% ran on donations, and do not offer refunds for any reason.

Customers are responsible for any paypal or credit card charge backs, dishonored checks, and any related fees that we incur with respect to your account. You agree to pay all subscription fees when due according to these billing terms. All fees are nonrefundable. We reserve the right to contract with a third party to process all payments. Such third party may impose additional terms and conditions governing payment processing. Your card issuer agreement may contain additional terms with respect to your rights and liabilities as a card holder. We reserve the right to make changes to our fees and billing methods, including the addition of supplemental charges for any content or services provided by us, with or without prior notice to you, at any time.