

TERMS AND CONDITIONS

Effective as of August 10 2021

IMPORTANT - PLEASE READ THE FOLLOWING TERMS AND CONDITIONS BEFORE DOWNLOADING AND/OR USING ANY **BACKBYTE LLC** ("**BACKBYTE**") WEBSITE AND/OR MOBILE APPLICATION(S), OR ANY BACKBYTE ONLINE SERVICE(S) (referenced collectively herein as the "Solution"). BACKBYTE IS WILLING TO PERMIT USE OF THE SOLUTION SUBJECT AT ALL TIMES TO AGREEMENT WITH THESE TERMS AND CONDITIONS. BY ACCESSING, DOWNLOADING, AND/OR USING THE SOLUTION, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, DO NOT USE THE SOLUTION.

1. LICENSE GRANT: These Terms and Conditions provide to an individual (person) user (identified herein as "you" or a "user" or with "your") a personal, revocable, limited, non-exclusive, nontransferable, and (limited) nonsublicensable license to use the Solution for your personal, non-commercial use.

2. LICENSE GRANT RESTRICTIONS: These Terms and Conditions provide only a license and not an assignment or sale. Backbyte transfers no ownership or intellectual property interest or title in and to the Solution to you or anyone else. Further, Backbyte reserves all rights not expressly granted by these Terms and Conditions. Accordingly, you may not modify, translate, decompile, reverse engineer, create derivative work(s) of, copy, distribute, disassemble, broadcast, film, transmit, display, publish, remove, or alter any proprietary notices or labels, license, sublicense, permit use by any (other) person or entity, transfer, sell, mirror, frame, exploit, rent, lease, private label, grant a security interest in, or otherwise use in any manner not expressly permitted herein (or by Backbyte) of the Solution (including any video or screen image thereof). In addition, you shall not enter into any contractual relationship or other legally binding obligation with any third party or person which shall have the purpose or effect of encumbering Backbyte or the use of the Solution (or any part thereof).

3. USER OBLIGATIONS: You agree to abide by all applicable local, state, national, and international laws and regulations with respect to your use of the Solution. By accessing or using the Solution, you represent that you are at least eighteen (18) years of age (or the legal age of majority, whichever is greater) and will, at all times, provide true, accurate, current, and complete information when submitting information or materials to or through the Solution, including, without limitation, when you provide information via a registration or submission form. Individuals under the age of eighteen (18) (or the applicable age of majority) may utilize the Solution only with the involvement and acceptance of (these Terms and Conditions by) their parent or legal guardian and then solely under such parent or legal guardian's account. You also represent that you will, at all times, provide true, accurate, current, and complete information when submitting information or materials on or through the Solution. You also acknowledge and agree that use of the Internet and the Solution is solely at your own risk.

4. ACCOUNT: You may be required to register to use the Solution. Each registration is for a single individual person only, unless otherwise expressly agreed upon by Backbyte. Registration for access to and use of the Solution may also require access credentials, such as a password, or adherence to other particular access requirements as designated by Backbyte in its sole discretion from time to time. You hereby agree to consider your access credentials as confidential information and not to disclose such information to any

third party without the prior express written consent of Backbyte, which may be withheld in its sole discretion. In addition, you agree to assume all responsibility concerning your use of the Solution, including being held responsible for any and all activity occurring through your user name and password (and the related account access). You shall immediately notify Backbyte if you suspect or become aware of any loss or theft of your password or any unauthorized use of your user name and/or password.

5. SOCIAL INTERACTIONS: The Solution may provide access to communication, other interactive features, and social functionality where you can share, exchange information or content, or otherwise communicate with other users (with such shared or exchanged information, content, or communications referenced collectively as "Interactions"). You agree that by using the Solution you will not upload, post, display, or transmit any of the following:

- anything which may damage, lessen, or harm the goodwill or reputation of Backbyte and its services;
- anything which defames, harasses, bullies, threatens, or in any way violates or infringes on the rights of others;
- anything which may be considered offensive, obscene, or otherwise inappropriate, including language or content of a sexual nature, that includes nudity, that includes or incites violence, that relates to alcohol, tobacco, or drugs, or that denigrates any person or group on any basis, including, without limitation, on the basis of race, religion, nationality, age, sexual orientation, or gender identity;
- anything which involves the impersonation of any other person or entity;
- anything which constitutes junk mail, spam, or unauthorized advertising; or
- anything which is unlawful.

Other users who use such social features of the Solution may obtain information regarding your activities and achievements associated with your user name relating to games offered through the Solution. Also, if you and one or more other users agree, each may receive automatic notifications regarding the other's activities relating to games offered through the Solution. Backbyte reserves the right to establish additional practices, parameters, and limits in its sole discretion concerning the storage, display, or availability of any Interaction. Further, and as applicable, Backbyte shall not have any obligation to incorporate or utilize any Interaction that does not correspond to or meet Backbyte's technical or usage practices, parameters, and limits.

6. NO PRE-SCREENING OF INTERACTIONS: You, and not Backbyte, shall be the author and/or sender of any Interaction. Backbyte is not responsible for pre-screening or editing your or any other user's Interactions and encourages reasonable discretion and caution in evaluating or reviewing any Interaction(s). Moreover, Backbyte does not endorse or approve of any message, opinion, or idea expressed in an Interaction (unless separately and expressly provided by Backbyte), and does not make any representation with respect to the accuracy, acceptability, completeness, timeliness, or reliability of any Interaction(s). Nevertheless, Backbyte reserves the right to monitor, delete, or take other action with respect to any Interaction(s) that Backbyte reasonably believes is necessary to: (i) satisfy any applicable law, regulation, legal process, or governmental request; (ii) enforce these Terms and Conditions, including investigation of potential violations hereof; (iii) detect, prevent, or otherwise address fraud, security, or technical issues; (iv) respond to user support requests; (v) protect the rights, property, or safety of Backbyte, its users, or the public; or (vi) address any act or omission that Backbyte believes in good faith violates these Terms and Conditions and/or is, or is potentially, unlawful or harmful to Backbyte, its services, or goodwill.

7. YOUR ALLOWANCES AND GRANTS TO BACKBYTE: You permit Backbyte the right to (i) allow the Solution to use the processor, bandwidth, camera, and storage hardware on your mobile device or other device used to access the Solution in order to facilitate the operation of the Solution; (ii) require the downloading of updates and upgrades, including for the purpose(s) of fixing product defects or providing enhancements; and (iii) provide advertising and other information to you as determined (or permitted) by Backbyte. You further grant to Backbyte for any lawful purpose and without any additional approval or consideration, a non-exclusive, transferable, sublicensable, royalty-free, perpetual, irrevocable, fully paid, worldwide right and license to use the data and content, including your image (or likeness), photograph, or any Interaction(s) you submit (or provide) through the Solution or that is gathered by Backbyte in connection with your use of the Solution. You represent and warrant that you have all necessary rights or permissions to share your data and content (including any photograph or Interaction(s)), and acknowledge that Backbyte has no control over the extent to which any Interaction may be used by any party or person once posted or displayed.

8. SOLUTION FEEDBACK: Backbyte further welcomes your feedback and suggestions about Backbyte's products or the Solution or with respect on how to improve the Solution. By transmitting any suggestions, information, material, or other content (collectively, "Feedback") to Backbyte, you represent and warrant that such Feedback does not infringe or violate the intellectual property or proprietary rights of any third party (including, without limitation, patents, copyrights, or trademark rights) and that you have all rights necessary to convey to Backbyte and enable Backbyte to use such Feedback. In addition, any Feedback received by Backbyte will be deemed to include a royalty-free, perpetual, irrevocable, transferable, non-exclusive right, and license from you for Backbyte to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works of, and display (in whole or in part) worldwide, or act on such Feedback without additional approval or consideration, in any form, media, or technology now known or later developed for the full term of any rights that may exist therein, and you hereby waive any claim to the contrary.

9. PROPRIETARY RIGHTS: The Solution is owned by Backbyte and/or its licensor(s). © 2018-2022 Backbyte and/or its licensor(s). All rights reserved. Backbyte, the Backbyte logo, and all other names, logos, and icons identifying Backbyte and its solutions, products, and services are proprietary trademarks of Backbyte, and any use of such marks without the express written permission of Backbyte is strictly prohibited. Other service, product, or company names mentioned or displayed may be the trademarks and/or service marks of their respective owners.

10. ADDITIONAL TERMS AND CONDITIONS: Additional notices, terms, and conditions may apply to receipt of (or access to) certain materials, participation in a particular program, and/or for usage (or specific portions or features) of the Solution, including, without limitation, the Backbyte [Subscription and Billing terms](#). Without limitation of the foregoing, you hereby agree that: (i) these Terms and Conditions operate in addition to any terms of use imposed or required by any digital download platform from which you download the Solution ("App Provider Terms"); and (ii) the terms of these Terms and Conditions supplement and do not alter or amend any such App Provider Terms. If the Solution includes any components provided by third parties, or otherwise facilitates your access to third-party offerings, your rights and obligations with respect to such third-party components or offerings are subject by such third party's license or grant of rights. Backbyte has no obligations relating to such third-party offerings or components. Please also note that your mobile carrier's normal messaging, data, and other rates and fees will apply to your use of the Solution. In addition, not all features of the

Solution may work with all carriers, networks, or devices. You are responsible for checking with your mobile carrier to determine if the Solution is available for use with your mobile device(s), what restrictions, if any, may be applicable to your use of the Solution on a mobile device(s), and how much any use will cost. Nevertheless, all use of the Solution shall be in accordance with these Terms and Conditions.

11. LINKS TO OTHER SITES: The Solution may connect to certain third-party websites, advertisements, or online networks (collectively, "Third-Party Sites"). Offers from such third-party websites or vendors may include invitations to participate in a promotional offer in return for receiving an optional offering (such as in-game currency). To properly credit user accounts and to prevent fraud, a unique identifier, in some cases a unique user ID number, may be shared with the third-party advertiser. You understand and acknowledge that any available offering is not transferrable, is not legal tender, cannot be used to purchase anything outside of the Site and has no monetary value outside the Solution. Please also note that upon clicking on one of these advertisements, you will no longer be in any application or website designed, published, controlled, or hosted by Backbyte. All Third-Party Sites are owned, controlled, and/or maintained solely by third parties over whom Backbyte exercises no control. These links do not imply an endorsement with respect to any Third-Party Site(s) or the information, products, or services provided by any Third-Party Site(s). Backbyte encourages review of the applicable terms, conditions, or notices governing use of these Third-Party Sites. Your correspondence or any other dealings (including any transactions) with third parties found through any Third-Party Site(s) is solely between you and such third party.

12. THIRD-PARTY COMPONENTS: Software used by the Solution: "QT Brain Games".

13. PRIVACY POLICY: Please see Backbyte's [Privacy Policy](#) for a summary of Backbyte's personally identifiable information collection and use practices.

14. DISCLAIMER: THE SOLUTION IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS AND MAY INCLUDE ERRORS, OMISSIONS, OR OTHER INACCURACIES. YOU ALSO ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE STATE LAW IMPLEMENTATION OF THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (INCLUDING ANY AVAILABLE REMEDIES OR LAWS) SHALL NOT APPLY TO THESE TERMS AND CONDITIONS AND IS HEREBY DISCLAIMED. BACKBYTE ALSO MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE SOLUTION (AND ANY THIRD-PARTY COMPONENTS) WILL OPERATE UNINTERRUPTED OR IN A MANNER THAT WILL MEET YOUR PARTICULAR REQUIREMENTS AND/OR NEEDS. BACKBYTE (AND ITS PROVIDERS OF THIRD-PARTY COMPONENTS) EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. BACKBYTE ALSO DISCLAIMS ANY RESPONSIBILITY FOR THE CONTENT, THE MATERIALS, THE ACCURACY OF THE INFORMATION, AND/OR THE QUALITY OF THE INFORMATION, PRODUCTS, OR SERVICES PROVIDED BY OR AVAILABLE THROUGH THE SOLUTION.

15. LIMITATION OF LIABILITY: YOU EXPRESSLY ABSOLVE AND RELEASE BACKBYTE FROM ANY CLAIM OF HARM RESULTING FROM A CAUSE BEYOND BACKBYTE'S CONTROL, INCLUDING AS CAUSED BY ANY THIRD-PARTY SOFTWARE OR HARDWARE. MOREOVER, IN NO EVENT SHALL BACKBYTE (OR PROVIDERS OF THIRD-PARTY COMPONENTS) BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL

DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SOLUTION (OR ANY THIRD-PARTY COMPONENT). NOTWITHSTANDING THE FOREGOING, TOTAL LIABILITY OF Backbyte FOR BREACH OF THESE TERMS AND CONDITIONS IS CESSATION OF USE OF THE SOLUTION, AND FOR ANY OTHER REASON RELATED TO YOUR USE OF THE SOLUTION WHATSOEVER. THE TOTAL LIABILITY OF BACKBYTE IS LIMITED TO AN AMOUNT NOT EXCEEDING THE TOTAL AMOUNT ACTUALLY PAID BY YOU TO BACKBYTE DURING THE PRIOR TWELVE (12) MONTHS IN CONNECTION WITH YOUR INDIVIDUAL USE OF THE SOLUTION.

16. GOVERNING LAW: The Solution is controlled and operated by Backbyte from its offices within UNKNOWN. These Terms and Conditions have been made in and will be construed and enforced in accordance with the laws of UNKNOWN as applied to agreements entered into and completely performed in the UNKNOWN. A printed version of these Terms and Conditions, and of any related notice given in electronic form, shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent as other documents and records originally generated and maintained in printed form. Please print a copy of these Terms and Conditions or contact Backbyte if you wish to receive a printed copy of these Terms and Conditions.

17. ENFORCING SECURITY: You may not use the Solution or any of Backbyte's data, systems, networks, or services to engage in, foster, or promote illegal, abusive, or irresponsible behavior, including, without limitation, accessing or using Backbyte's data, systems, or networks in an unauthorized manner, attempting to probe, scan, or test the vulnerability of a Backbyte system or network, circumventing any Backbyte security or authentication measures, monitoring Backbyte data or traffic, interfering with any Backbyte services, collecting or using from the Solution email addresses, usernames, or other identifiers, collecting or using from the Solution information without the consent of the owner or licensor, using any false, misleading, or deceptive TCP-IP packet header information, using the Solution to distribute software or tools that gather information, distributing advertisements, or engaging in conduct that is likely to result in retaliation against Backbyte or its data, systems, or network. Actual or attempted unauthorized use of the Solution may result in criminal and/or civil prosecution, including, without limitation, punishment under the Computer Fraud and Abuse Act of 1986 under U.S. federal law. Backbyte reserves the right to view, monitor, and record activity on the Solution without notice or permission from you. Any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal or unlawful activity on the Solution, as well as to disclosures required by or under applicable law or related government agency actions. Backbyte will also comply with all court orders or subpoenas involving requests for such information. In addition to the foregoing, Backbyte reserves the right to, at any time and without notice, modify, suspend, terminate, or interrupt operation of or access the Solution, or any portion of the Solution in order to protect the Solution or Backbyte.

18. INJUNCTIVE RELIEF: You acknowledge that any breach, threatened or actual, of these Terms and Conditions, including, without limitation, with respect to unauthorized use of Backbyte proprietary assets, will cause irreparable injury to Backbyte. Such injury would not be quantifiable in monetary damages and Backbyte would not have an adequate remedy at law. You therefore agree that Backbyte shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of your obligations under any provision of these Terms and Conditions. Accordingly, you hereby waive any requirement that Backbyte post any bond or other security in the event

any injunctive or equitable relief is sought by or awarded to Backbyte to enforce any provision of these Terms and Conditions.

19. TERM AND TERMINATION: These Terms and Conditions will take (re-take) effect at the time you accept, download, or begin using the Solution, whichever is earliest. These Terms and Conditions will terminate automatically if: (i) you fail to comply with any of its terms and conditions; or (ii) cease all use of the Solution. Termination in such event(s) will be effective without notice. In addition, Backbyte may in its sole discretion terminate these Terms and Conditions or suspend the Solution's performance upon notice to you for any or no reason. Upon termination of these Terms and Conditions, any and all right(s) to use the Solution shall immediately cease and you must promptly delete or destroy all copies of the Solution in your possession or control. The provisions concerning License Grant Restrictions, Your Allowances and Grants to Backbyte, the Solution Feedback, Confidentiality, Backbyte's Proprietary Rights, Disclaimer, Limitation of Liability, Arbitration, Governing Law, Enforcing Security, Injunctive Relief, Waiver & Severability, and Entire Agreement will survive the termination of these Terms and Conditions for any reason.

20. WAIVER & SEVERABILITY: Failure to insist on strict performance of any of these Terms and Conditions will not operate as a waiver of any subsequent default or failure of performance. No waiver by Backbyte of any right under these Terms and Conditions will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time. If any part of these Terms and Conditions is determined to be invalid or unenforceable pursuant to applicable law including, without limitation, the licensed rights to Backbyte, warranty disclaimers, and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most clearly matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.

21. ENTIRE AGREEMENT: You and Backbyte are independent contractors. No joint venture, partnership, employment, or agency relationship exists between you and Backbyte as a result of these Terms and Conditions or your utilization of the Solution. These Terms and Conditions represent the entire agreement between you and Backbyte with respect to your individual use of the Solution. These Terms and Conditions may not be assigned, transferred, conveyed, delegated, or granted by you to another party or person without the prior written consent of Backbyte. Please note that Backbyte reserves the right to change these Terms and Conditions under which the Solution and its offerings are extended to you by posting online a revised Terms and Conditions or mailing and/or e-mailing notice thereof to you. In addition, Backbyte may add, modify, or delete any aspect, program, functionality, or feature of the Solution. Your continued use of the Solution following any addition, modification, or deletion will be conclusively deemed acceptance of any change to the terms and conditions of these Terms and Conditions. Accordingly, please review these Terms and Conditions on a periodic basis.

22. OPT-IN AND USER COMMUNICATION: Subscriber's expressly and specifically acknowledges and agrees that his email address or other means of communicating with subscriber may be used to send him offers, information or any other commercially oriented emails or other means of communications. More specifically, some offers may be presented to the subscriber via email campaigns or other means of communications with the option to express the subscriber's preference by either clicking or entering "accept" (alternatively "yes") or "decline" (alternatively "no"). By selecting or clicking the "accept" or "yes", the subscriber indicates that the subscriber "OPTS-IN" to that offer and thereby agrees and assents that the subscriber's personal information, including its email address and data may be used for that matter or disclosed to third-parties.

23. TELEPHONE COMMUNICATION: Where 'prior express written consent' within the meaning of the Telephone Consumer Protection Act ('TCPA'), you consent to receive telephone calls, including artificial voice calls, pre-recorded messages and/or calls delivered via automated technology, and text and SMS messages to the telephone number(s) that you provided from us and the marketing partners. Your consent allows us to contact you via these means. Backbyte and our affiliates or Marketing Partners may send you SMS messages from their short codes or long codes. Recurring messages are maximum 9 messages per week. Message and data rates may apply. Text STOP to opt-out from future messages and HELP for more information. The mobile carriers are not liable for delayed or undelivered messages.

24. CONTACT INFORMATION: If you have questions regarding the Solution or if you are interested in obtaining more information concerning Backbyte or its products, services, or solutions, please contact Backbyte LLC, 6627 Forest Ave, Ridgewood, NY, 11385, US.

SUBSCRIPTION AND BILLING TERMS

1. FEE ARRANGEMENT & SUBSCRIPTION: Access to certain content provided by Backbyte LLC ("Backbyte") or a third party may require an individual user (identified herein as "you" or a "user" or with "your") to enroll in a fee arrangement or subscription for a recurring period of time (e.g., monthly) as specified during order or registration (referenced herein generally as a "Subscription(s)").

2. TERMS AND CONDITIONS: Any such Subscription(s) is subject to these "Subscription(s) and Billing" terms, the Backbyte Terms and Conditions, and the applicable privacy (policy) statement (below). You are solely responsible for reviewing all applicable terms and statements. Capitalized terms not defined herein are defined the (referenced) Terms and Conditions.

3. PRIVACY: Please see Backbyte's Privacy Policy to review the information collection and use practices of Backbyte.

4. ORDER: To enroll in a Subscription(s), you may be required to create an account or complete a registration process. All orders for Subscription(s) are processed following your registration, order submission, and order acceptance by Backbyte.

5. ELECTRONIC RECEIPT: You will receive an email receipt in response to an order for a Subscription. You may also review your order(s) for a Subscription(s) through your account or by request to Backbyte.

6. TRIAL PERIOD: A Subscription(s) may start with a trial period during which you may cancel your Subscription(s). To avoid additional charges, you must cancel (see below) before the expiration of the applicable trial period.

7. FEES: The applicable fee(s) and any available discount or promotional offers(s) for a Subscription(s) will be specified at the time of order or when you change your Subscription. All fees are exclusive of all taxes, levies, or duties imposed by applicable taxing authorities. Any applicable discounts or promotional prices will be noted at the time of order. When you order a Subscription(s), you will initially be charged at the rate applicable at the time of your initial order to subscribe.

8. PAYMENT METHODS: To enroll in a Subscription(s), you must provide a current, valid, accepted method of payment ("Payment Method"). By providing a Payment Method in connection with any Subscription(s), you hereby authorize Backbyte to credit or debit the Payment Method provided on a recurring basis for the applicable cost of the Subscription(s).

9. BILLING: Following expiration of the applicable trial period, each Subscription(s) is billed in advance for the identified period. In addition to any fee(s) for a Subscription(s), you agree that you are responsible for any charges (including any foreign transaction charges) that may be imposed by credit card providers or other third party payment processors in connection with your payment for the Subscription(s). Should charges for which you are responsible fail at the time payment is required, you may be responsible for costs associated with Backbyte's efforts to collect amounts due in accordance with applicable laws.

10. REFUNDS: Excluding any trial period, Backbyte offers a refund opportunity for its Subscription(s) after you submit your initial order. Available refunds are only issued upon your request (via email or phone communication) using the customer support details available through your account or displayed on the applicable Backbyte website or app from which you made your order for the Subscription(s). All refunds will be credited to the payment method used in the original transaction. Refunds will not be issued by cash, check, or to another credit card or payment mechanism. Refunds can only be requested up to 6 months after the transaction date.

11. RENEWAL: Unless otherwise noted at time of order, each Subscription(s) will renew automatically for recurring periods on the date the then-current recurring Subscription(s) period expires. Such renewal will be for the same duration of the original Subscription(s) term (excluding any trial period). Your Subscription(s) will remain in effect and continue to renew automatically until it is cancelled by you.

12. FAILOVER PERIOD: In connection with the foregoing and for your convenience (to avoid any interruption), we reserve the right to continue billing for a renewal(s) of your Subscription(s) at the then-current fee until you cancel (see below).

13. CANCELLATION & TERMINATION: At any time, a Subscription(s) (or renewal) may be cancelled and then terminated by you upon notification to Backbyte by electronic mail or by telephone using the available contact information for Backbyte through your account or the applicable Backbyte website or application. Cancellation by you shall be effective (subject to any applicable third party payment card or processor policies) upon expiration of the then-current term for your Subscription(s). You are liable for charges incurred until cancellation. If you request cancellation due to unauthorized or fraudulent use, Backbyte can suspend use under your Subscription(s). This will not, however, prevent unauthorized use at non-Backbyte clients' websites, and is not a substitution for contacting your appropriate channels to prevent further misuse. A Subscription(s) may also be terminated by Backbyte in accordance with the Backbyte Terms and Conditions. Such Termination by Backbyte shall be immediate.

14. LAW: A Subscription(s) is void where prohibited by law. These Subscription(s) and Billing terms and any Subscription(s) available through Backbyte shall be governed by the laws of UNKNOWN.

15. CONTACT: For more information regarding a Subscription(s) or these Subscription and Billing terms, please contact Backbyte at Backbyte LLC, 6627 Forest Ave, Ridgewood, NY, 11385, US.

PLATINUM GRILL AND SMOKER SWEEPSTAKES OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. Void where prohibited by law and outside the United States. Subject to all federal, state and local laws, regulations, and ordinances. Sweepstakes begins on 12:00 AM PST on April 1 and ends 11:59 PM PST on June 30 (the "Sweepstakes Period"). Sponsor's computer is the official time keeping device for this Sweepstakes. THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, OR ADMINISTERED BY, OR ASSOCIATED WITH, PIT BOSS.

1. ELIGIBILITY: The Platinum Grill and Smoker Sweepstakes (the "Sweepstakes") is open to legal U.S. residents currently residing in the 50 United States and the District of Columbia who are 18 years old or the age of majority, whichever is older as of the date of entry. Employees, officers, and directors of Backbyte LLC ("Sponsor") or any of their respective parents, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies, web site providers, web masters, (collectively, the "Sweepstakes Entities") and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household are not eligible to enter or win. Participation constitutes entrant's full and unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. Sponsor reserves the right to verify the eligibility of winners.

SPONSOR: Backbyte LLC, 6627 Forest Ave, Ridgewood, NY, 11385, US

3. HOW TO ENTER: There are two (2) methods of entry:

a. **Subscription Sign-Up Entry:** During the Sweepstakes Period, complete and submit the registration form, including first and last name and a valid email address. Read, consent to and accept the terms (including, without limitation, the subscription automatic renewal terms), complete and submit your payment information, and pay the one dollar (\$1.00) trial period fee. Upon completion and submission of the registration form and payment information, you automatically will be entered with one (1) entry into the Sweepstakes. If you do not cancel by the end of the trial period, your subscription will automatically renew on a monthly basis and your card on file will be charged \$44 per month until you cancel. To cancel, email cs@cloudbraingames.com or call 855-216-7150. See the [Subscription and Billing Terms](#) for additional details.

b. **Email Entry:** During the Sweepstakes Period, send an email with your first and last name to cs@cloudbraingames.com with the subject line "Platinum Grill and Smoker Entry". Upon receipt of the email, you automatically will be entered with one (1) entry into the Sweepstakes.

LIMIT ONE (1) ENTRY PER PERSON AND PER EMAIL ADDRESS, REGARDLESS OF METHOD OF ENTRY USED. ADDITIONAL ENTRIES WILL BE DISQUALIFIED. You must provide all required information to be eligible to enter and win. All potential winners are subject to verification before any prize will be awarded. Normal Internet access, phone, and usage charges imposed by your online or phone service may apply. Automated or bulk entries or entries submitted by third parties will be

disqualified. Entries must be submitted by the contestant. No copies, facsimiles, or mechanical reproductions of the entry form will be accepted. Any attempt by any participant to obtain more than the stated number of entries by using multiple and/or different identities, forms, registrations, email addresses, logins, or any other methods will void that participant's entries, and that participant may be disqualified at Sponsor's discretion. Multiple participants are not permitted to share the same email address. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the registrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder to the Sponsor or forfeit the prize. Entries specifying an invalid, non-working, or inactive email address will be disqualified and ineligible to win. Incomplete, illegible, corrupted, or untimely entries are void and will be disqualified.

Sponsor and Sponsor's agents, affiliates, subsidiaries, representatives or service providers may use entrants' personal information submitted with entry for purposes of prize fulfillment and/or for future marketing by Sponsor, such as to notify them of a product or promotion that Sponsor thinks may be of interest.

4. WINNER SELECTION: Shortly after the Sweepstakes Period ends, Sponsor will select the name of the potential winner of the prize in a random drawing from among all eligible entries received. The odds of winning are based on the number of eligible entries received. The potential winner will be notified by email within one (1) month of being selected. Except where legally prohibited, each potential winner must sign and return, within seven (7) days of being notified, a Declaration of Eligibility, Liability & Publicity Release in order to claim his/her prize. If a potential winner cannot be contacted in person via email after the first attempt to contact him/her, or if he/she fails to sign and return the Declaration of Eligibility, Liability & Publicity Release within the required time period (if applicable), or in the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner selected by a random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which any remaining prizes will remain un-awarded.

Verification of Potential Winners: ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

PRIZE: One (1) prize will be awarded. The prize consists of a Platinum Grill and Smoker ("Prize"). Mobile carrier service and data plan are NOT included as part of the Prize. Issuer terms and conditions apply to card; see front and back of card for terms. Approximate Retail Value ("ARV") of the Prize: \$899.

PRIZE RESTRICTIONS: Limit one (1) prize per person, per household. Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of prize not specifically stated herein are the responsibility solely of winner. Prize cannot be substituted, assigned, transferred, or redeemed for cash; however, Sponsor reserves the right to make equivalent prize substitutions at its sole discretion. Sponsor will not replace any lost or stolen prizes or components of a prize. Prize cannot be used in conjunction with any other promotion or offer. Only the number of prizes stated in these Official Rules is available to be won in the Sweepstakes. If, by reason of a print or other

error, more prizes are claimed than the number set forth in these Official Rules, an alternate winner will be selected in accordance with the winner selection method described above from among all eligible claimants making purportedly valid claims to award the advertised number of prizes available.

6. GENERAL CONDITIONS: This Sweepstakes is governed by the laws of the United States. Participation constitutes entrant's full and unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Sponsor and its agencies are not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible entries; lost, interrupted, or unavailable network, server, or other connections, garbled transmissions or miscommunications, telephone transmission problems; computer or software malfunctions or damage to a user's computer equipment (software or hardware); technical failures; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise. Proof of sending or submission of entry will not be deemed proof of receipt by Sponsor. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

7. WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process, the Sweepstakes website, and/or the legitimate operation of the Sweepstakes; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor may, in its sole discretion, void any suspect entries and (a) cancel or terminate the Sweepstakes (or any portion thereof); (b) modify the Sweepstakes or suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (c) award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

8. PUBLICITY; LIMITATIONS OF LIABILITY AND RELEASES:

BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANT AGREES THAT SPONSOR, PIT BOSS, AND THEIR RESPECTIVE PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, LEGAL COUNSEL, ADVERTISING, PUBLIC RELATIONS, PROMOTIONAL, FULFILLMENT AND MARKETING, WEBSITE PROVIDERS, WEB MASTERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (THE "RELEASED PARTIES") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY, OR PARTICIPATION IN THIS SWEEPSTAKES OR IN ANY SWEEPSTAKES RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR

INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM. BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE.

EXCEPT WHERE PROHIBITED BY LAW, PARTICIPATION IN THE SWEEPSTAKES CONSTITUTES WINNER'S GRANT TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR), AND THE RELEASED PARTIES THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLD WIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING BUT NOT LIMITED TO THE WORLD WIDE WEB, AT ANY TIME OR TIMES, THE WINNER'S ENTRY, NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, OPINIONS AND BIOGRAPHICAL INFORMATION (INCLUDING BUT NOT LIMITED TO HOMETOWN AND STATE) FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE WEBSITE AND ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

9. DISPUTES: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by UNKNOWN District Court for the District of UNKNOWN or the appropriate State Court located in UNKNOWN; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of UNKNOWN, without giving effect to any choice of law or conflict of law rules (whether of UNKNOWN or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than UNKNOWN.

10. PRIVACY: Information collected from entrants is subject to the Sponsor's Privacy Policy, which can be found at <https://campaign.cloudbraingames.com/us/privacy.php>.

11. WINNERS LIST: To request a winners list, which will be available after August 5, email cs@cloudbraingames.com.

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