## **Terms of Service**

The website <u>www.realopoly.com</u> (further "website") is operated by Realopoly, LLC. Realopoly, LLC offers this website, including all information, tools and services available from this website to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

- 1. **Acceptance of Terms:** By accessing or using our website, you affirm that you are at least 18 years old or have reached the age of majority in your jurisdiction, and you have the legal capacity to enter into these Terms. If you are under the age of 18, you must first obtain the permission of a parent, or adult caregiver, to view and access the content of the website.
- 2. **Website Usage:** You may use our website and services for personal, non-commercial purposes only. You are responsible for ensuring that your use of the website complies with all applicable laws and regulations.
- 3. **Accounts:** You may be required to create an account to access certain features of our website. When creating an account, you must provide accurate and up-to-date information. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.
- 4. **User Content:** Our website may allow you to submit or post user-generated content, including but not limited to comments, reviews, and in-game creations. By submitting content, you grant us a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, and sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content in any media.
- 5. **Prohibited Conduct:** You agree not to engage in any of the following activities while using our website: a. Violating any applicable laws or regulations. b. Infringing upon the intellectual property rights of others. c. Uploading, distributing, or transmitting any viruses, malware, or harmful code. d. Harassing, threatening, or harming others. e. Impersonating any person or entity or misrepresenting your affiliation with any person or entity. f. Engaging in any activity that may interfere with or disrupt the functionality of our website or the experiences of other users.
- 6. **Intellectual Property:** All content and materials available on the website, including but not limited to text, graphics, logos, images, audio, and video, are our property or the property of our licensors and are protected by intellectual property laws. You may not use, reproduce, distribute, or create derivative works from any content without our explicit permission.
- 7. **Third-Party Links:** Our website may contain links to third-party websites or services. We are not responsible for the content or practices of these third-party

- websites. Your use of third-party websites is at your own risk, and you should review their terms of service and privacy policies.
- 8. **Termination:** We reserve the right to suspend or terminate your access to the website at any time, for any reason, without prior notice. Upon termination, any licenses or permissions granted to you under these Terms shall also terminate.
- 9. **Disclaimer of Warranties:** Our website and services are provided on an "as-is" and "as available" basis without any warranties of any kind, whether express or implied. We do not guarantee that the website will be error-free, secure, or continuously available.
- 10. **Limitation of Liability:** To the maximum extent permitted by law, we shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or relating to your use of our website or services.
- 11. **Indemnification:** You agree to indemnify and hold us harmless from and against any and all claims, liabilities, damages, losses, costs, and expenses arising out of or related to your use of our website or any breach of these Terms.
- 12. **Changes to the Terms:** We may update or modify these Terms from time to time. Any changes will be effective upon posting the updated Terms on the website. Your continued use of the website after the changes have been made constitutes your acceptance of the revised Terms.
- 13. **Governing Law and Jurisdiction:** These Terms shall be governed by and construed in accordance with the laws of New York. Any disputes arising out of or in connection with these Terms shall be resolved exclusively by the courts located in New York.

By using our website, you acknowledge that you have read, understood, and agreed to these Terms of Service. If you have any questions or concerns regarding these Terms, please contact us at legal@realopoly.com.