

TERMS OF SERVICE

Please read these Terms of Service carefully before using MSMINOTAUR Services (as defined below).

By using our Services, whether as a guest, as a registered user, or otherwise, you agree that these Terms of Service will govern your relationship with MSMINOTAUR. If you do not completely agree to these Terms of Service then you must not use any of our Services.

1. Definitions

“Intellectual Property Rights” means, any and all right, title, and interest of every kind whatsoever, whether now known or unknown, in and to patents, trade secret rights, copyrights, trademarks, service marks, trade dress and similar rights of any type under the laws of any governmental authority, including, without limitation, all applications and registrations relating to the foregoing.

“Notice” means, a delivered writing by e-mail, courier, or by Federal Express delivery to the other party at their respective address, and will be effective upon receipt.

“MSMINOTAUR” means, MsMinotaur, LLC, located at 2023 North Atlantic Ave. #145 Cocoa Beach, FL 32931. References to “Us,” “We,” or “Our” means MSMINOTAUR, including any and all subsidiaries parent companies, joint ventures, and other corporate entities under common ownership and/or any of their agents, consultants, employees, officers, and directors. MSMINOTAUR does not include MSMINOTAUR Affiliates or third parties (analytics or ad tech companies, or similar organizations).

“MSMINOTAUR Affiliate” (or “MSMINOTAUR Affiliates”) means MSMINOTAUR’s third-party content providers, distributors, licensees, or licensors.

“Service” (or “Services”) means, any website, content, and other related products and services provided by MSMINOTAUR and MSMINOTAUR Affiliates. The foregoing definition shall include, without limitation, the game development experience known as “Train Jam” and the associated website www.trainjam.com.

“Terms of Service” (or “Terms”) means, the terms and conditions in this agreement.

“User Content” means, any and all data that you upload, transmit, or create through the Services, including without limitation forum posts, survey answers, software, assets, sound, images, videos, and any other content contributed by users to the Services. The foregoing definition shall include, without limitation, video games that you create while participating in the game development experience known as “Train Jam.”

2. Ownership and Limited License

- a) **Ownership.** The Services are owned or licensed by MSMINOTAUR, and are protected by Intellectual Property Rights and other proprietary rights laws. MSMINOTAUR reserves all right, title, and interest in and to the Services, including without limitation all Intellectual Property Rights and other proprietary rights, that are not explicitly granted to you in these Terms.

- b) **License.** Subject to your agreement and continuing compliance with these Terms of Service and any other relevant MSMINOTAUR policies, MSMINOTAUR grants you a non-commercial, non-exclusive, non-transferable, revocable, limited license, subject to the limitations in these Terms, to access and use the Services. You agree that you will not use the Services for any other purpose.
- c) **License Limitations.** Any use of the Services in violation of the law, these Terms of Service, or these License Limitations is strictly prohibited, and may result in the immediate revocation of your limited license at MSMINOTAUR's sole judgment, or may subject you to liability for violations of law.

You acknowledge you will not directly or indirectly:

- i) Partake in any activity or action that MSMINOTAUR deems to be against the spirit or intent of the Services;
- ii) Attempt to gain unauthorized access to Services;
- iii) Lease, sell, rent, or otherwise exploit for commercial purposes access to or use of the Services;
- iv) Attempt to harass, threaten, bully, embarrass, abuse, or harm, or advocate or incite harassment, abuse, or harm of another person, group, MSMINOTAUR itself or MSMINOTAUR Affiliates;
- v) Organize or participate in any activity or group that is hateful, harmful, or offensive towards a race, sexual orientation or preferences, religion, heritage or nationality, disability or other health class, gender, age, or similar classes determined by MSMINOTAUR;
- vi) Initiate, assist, or become involved in any form of attack or disruption to the Services, including without limitation distribution of a virus, worm, spyware, time bombs, corrupted data, denial of service attacks upon the Services, or other attempts to disrupt the Services or other person's use or enjoyment of the Services;
- vii) Delete, alter, or obscure any Intellectual Property Rights or other proprietary rights notices from copies of materials from the Services;
- viii) Make available through the Services any material or information that infringes any Intellectual Property Right, right of privacy, right of publicity, or other right of any person or entity or impersonates any other person, including without limitation celebrities and MSMINOTAUR employees;
- ix) Use the Services where it is prohibited by law.

3. Payment and Purchases

- a) Purchases purchased within the Services on other platforms such as Eventbrite or PayPal will be subject to those platforms' payment terms and conditions. MSMINOTAUR does not control how you can pay on those platforms. Please review those platforms' terms of service for additional information.

- b) ALL CHARGES INCURRED IN CONNECTION WITH THE SERVICES ARE PAYABLE IN ADVANCE, FINAL, AND ARE NOT REFUNDABLE IN WHOLE OR IN PART, FOR ANY REASON, EXCEPT AS REQUIRED BY APPLICABLE CONSUMER RIGHTS LAW IN YOUR LOCAL JURISDICTION. NOTWITHSTANDING THE FOREGOING SECTION 3(b), TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE CONSUMER RIGHTS LAW IN YOUR LOCAL JURISDICTION, MSMINOTAUR MAY IN ITS SOLE DISCRETION CHOOSE TO ISSUE PARTIAL OR WHOLE REFUNDS OF CHARGES INCURRED IN CONNECTION WITH THE SERVICES IN THE EVENT OF CERTAIN CIRCUMSTANCES WHICH MSMINOTAUR DETERMINES TO BE EXTREME AND UNFORESEEABLE.

4. User Content

- a) To the maximum extent permissible by law, MSMINOTAUR assumes no responsibility or liability for the conduct of any user submitting any User Content, and assumes no responsibility or liability for pre-screening or monitoring the Services for inappropriate or illegal content or conduct. We are unable to pre-screen or monitor all User Content and we will not do so. Your use of the Services is at your own risk, and you are solely responsible for any User Content that you post.
- b) When you transmit or upload User Content, you agree to abide by the following rules:
 - i) All content will be free from fraud, deception, viruses, adware, spyware, worms, or other malicious code;
 - ii) All content will be free of any Intellectual Property Rights infringement;
 - iii) All content will be free from threats, defamation, invasion of privacy, and other injuries to third parties;
 - iv) All content will not be in violation of any law, contractual restrictions, or other parties' rights;
 - v) All content will be in compliance with these Terms of Service;
- c) All User Content that you post will be considered non-confidential. MSMINOTAUR is not responsible for any other user or third party's use or appropriation of any User Content that you have submitted through the Services.
- d) You hereby grant MSMINOTAUR a non-exclusive, perpetual, sub-licensable, transferable, fully paid-up, royalty-free, worldwide license and right to use, copy, reproduce, print, archive, store, modify, publish, distribute, transfer, translate, transmit, publicly display, and publicly perform your User Content, or any portion thereof, in any manner or form, in any medium or format, whether now known or hereafter devised, in connection with our provision of the Services, including marketing and promotions of the Services. You further hereby grant to MSMINOTAUR the unconditional, irrevocable right to use and exploit your name, likeness and any other information or material included in any User Content without any obligation to you. Except as prohibited by law, you waive any rights of attribution and/or any moral rights you may have in your User Content. MSMINOTAUR does not claim any ownership rights in your User Content and nothing in these Terms of Service is intended to restrict any rights that you may have to use and exploit your User Content. Notwithstanding the foregoing, the aforementioned license grant shall not include any third party tools, engines, or assets which are utilized by video games

that you create while participating in the game development experience known as “Train Jam” but are neither owned by you nor licensable under the aforementioned terms; however, you shall be responsible for submitting instructions to MSMINOTAUR detailing how such tools, engines, and assets may be obtained and used by MSMINOTAUR in order to access and use your game as provided above in this Section 4(d).

- e) If MSMINOTAUR is notified that you have infringed the copyrights or other Intellectual Property Rights of others then your access to the Services may be terminated without prior Notice to you. If you believe that your content has been infringed in the Services, please notify us by emailing the following address: info@trainjam.com. Note that if you knowingly misrepresent copyright infringement, you may be liable for damages, including costs and attorneys’ fees.

5. Term

- a) Unless modified or amended by MSMINOTAUR, this agreement and its provisions shall remain in effect. Termination of any license granted by MSMINOTAUR under this agreement does not affect any other provisions of this agreement.

6. Access and Permissible Assignment

- a) By using the Services, you warrant and represent that you are at least 18 years of age and otherwise legally competent to read, understand, and accept the provisions of this agreement. If you are under 18 years of age, you must not use any part of the Services, or submit any personal information to MSMINOTAUR through the Services.
- b) If you have been previously banned from using any MSMINOTAUR Services then you may not use our Services.

7. Service Availability and Termination

- a) You acknowledge that:
 - i) MSMINOTAUR may in its sole and absolute discretion provide subsequent amendments, versions, enhancements, modifications, or upgrades related to any part of the Services;
 - ii) MSMINOTAUR has absolute and sole discretion to immediately terminate or restrict access to the Services, or any portion of the Services, at any time, for any reason, without Notice and without liability to you;
 - iii) Access to the Services may be interrupted for reasons within or beyond the control of MSMINOTAUR, and that MSMINOTAUR cannot and does not guarantee you will be able to use the Services whenever you wish to do so;
 - iv) MSMINOTAUR may not offer the Services in all countries or geographic locations;
 - v) You are solely responsible for any internet connection and mobile fees that you may incur as a result of using our Services.

8. Warranty and Liability

YOU ACKNOWLEDGE THAT MSMINOTAUR AND MSMINOTAUR AFFILIATES ARE NOT LIABLE

(1) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICE; OR

(2) FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OF THE SERVICE AND OPERATORS OF EXTERNAL SITES.

THE SERVICES ARE PROVIDED BY MSMINOTAUR TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS. MSMINOTAUR MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICES, UNLESS SUCH WARRANTIES OR OTHER STATUTORY CONSUMER RIGHTS ARE LEGALLY INCAPABLE OF EXCLUSION OR LIMITATION IN YOUR LOCAL JURISDICTION. THE RISK OF USING THE SERVICES RESTS ENTIRELY WITH YOU AS DOES THE RISK OF INJURY FROM THE SERVICES. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, MSMINOTAUR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MSMINOTAUR DOES NOT WARRANT THAT THE SERVICES ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

TO THE FULLEST EXTENT ALLOWED BY ANY LAW THAT APPLIES, THE DISCLAIMERS OF LIABILITY IN THESE TERMS APPLY TO ALL DAMAGES OR INJURY CAUSED BY THE SERVICES, OR RELATED TO USE OF, OR INABILITY TO USE, THE SERVICES, UNDER ANY CAUSE OF ACTION IN ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE).

TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, THE AGGREGATE LIABILITY OF MSMINOTAUR AND/OR MSMINOTAUR AFFILIATES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNTS YOU HAVE PAID (IF ANY) TO MSMINOTAUR AND/OR MSMINOTAUR AFFILIATES IN THE ONE HUNDRED AND EIGHTY DAYS (180) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM.

IF YOU HAVE NOT PAID MSMINOTAUR OR ANY MSMINOTAUR AFFILIATE ANY AMOUNT IN THE ONE HUNDRED AND EIGHTY DAYS (180) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH MSMINOTAUR AND/OR ANY MSMINOTAUR AFFILIATE IS TO STOP USING THE SERVICE.

YOU REPRESENT AND WARRANT THAT YOU ARE NOT LOCATED IN A COUNTRY THAT IS SUBJECT TO A UNITED STATES GOVERNMENT EMBARGO, OR THAT HAS BEEN DESIGNATED BY THE UNITED STATES GOVERNMENT AS A “TERRORIST SUPPORTING” COUNTRY, AND YOU ARE NOT LISTED ON ANY UNITED STATES GOVERNMENT LIST OF PROHIBITED OR RESTRICTED PARTIES.

SOME STATES, COUNTRIES, OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN SUCH STATES, COUNTRIES, OR JURISDICTIONS, MSMINOTAUR AND MSMINOTAUR AFFILIATES SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, SUBJECT TO ANY APPLICABLE STATUTORY CONSUMER RIGHTS LAWS IN YOUR LOCAL JURISDICTION.

9. Indemnity

- a) You agree to defend, indemnify, and hold harmless MSMINOTAUR, MSMINOTAUR Affiliates, and any third-parties under agreement with MSMINOTAUR, and any employee, contractor, vendor, agent, supplier, licensee, customer, distributor, shareholder, director or officer of any of the foregoing, as well as any person using the Services and any person or entity that becomes aware of your use of the Services at any time, with respect to any and all claims, liabilities, judgments, awards, injuries, damages, losses, costs, fees, or expenses (including but not limited to attorneys' fees and costs) that arise under, from or in any way, directly or indirectly, relate to:
 - i) Your failure to comply with any provision of these Terms of Service; and
 - ii) Your use of the Services, including but not limited to economic, physical, emotional, psychological, or privacy related considerations.
- b) MSMINOTAUR and MSMINOTAUR Affiliates reserve the right, but not the obligation, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.
- c) You acknowledge and further agree that MSMINOTAUR has no obligation to defend, indemnify, or hold harmless you in any way related to this agreement, including but not limited to your use of the Services, use of the Services by any person, or any connection between the foregoing and any other person or entity that becomes aware of your use of the Services at any time.
- d) This Section shall survive the termination of this agreement.

10. Miscellaneous

- a) **Changes.** It is your responsibility to read, understand, and accept this agreement in connection with your use of the Services. You acknowledge that MSMINOTAUR may make changes to these Terms of Service at any time, and that Section headings in this agreement are for purposes of convenience only. Unless MSMINOTAUR states otherwise, any changes to these Terms are effective when posted. If you continue to use the Services after any changes are posted then you agree that those changes will apply to your continued use of the Services. You should check this page regularly to stay informed about any changes.
- b) **Complete agreement.** This agreement: (1) is the final and complete agreement and understanding of the parties concerning the subject matter hereof, and supersedes and replaces any and all prior and contemporaneous agreements and understandings with respect thereto; (2) may not be changed, amended, or in any manner modified by you except as authorized in a writing signed by both parties' authorized agents; (3) is not assignable, except to a successor in interest to substantially all of a party's business or assets and any other attempt to assign or transfer this agreement or any interest herein is void; and (4) shall be binding upon, and inure to

the benefit of, the parties hereto, their respective heirs, executors, administrators, successors, personal representatives, licensees, and assigns.

- c) **Force Majeure.** No party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party, including, war, terrorism, acts of public enemies, strikes or other labor disturbances, power failures, fires, floods, earthquakes, acts of God, and other natural disasters.
- d) **Waiver.** No act or failure to act by MSMINOTAUR will be deemed a waiver of any right contained in this agreement, and any waiver by MSMINOTAUR must be in writing and signed by an officer of MSMINOTAUR. If MSMINOTAUR does expressly waive any provision of this agreement, such waiver shall not be a waiver of any other provisions of this agreement, and the waived provision shall not be waived for all time in the future.
- e) **Severability.** If any provision or sub-provision of this agreement is found to be invalid or unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision or sub-provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed herein.
- f) **Remedies.** You acknowledge and agree that any violation or threatened violation of this agreement will cause irreparable injury to MSMINOTAUR, entitling MSMINOTAUR to seek injunctive relief without the necessity of proving actual damages, in addition to all other remedies at law or in equity. You specifically acknowledge that money damages alone would be an inadequate remedy for the injuries and damages that would be suffered and incurred by MSMINOTAUR as a result of a breach of any of the provisions of this agreement.
- g) **Governing Law and Venue.** Any dispute or claim arising out of or related to this agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to any choice or conflict of laws principles. The Courts in the State of Florida shall have exclusive jurisdiction over any legal suit, action, or proceeding arising out of, or relating to, disputes or claims that might arise under this agreement. Accordingly, the parties consent to the personal jurisdiction of the Courts in the State of Florida, and hereby waive any and all jurisdictional or venue defenses otherwise available to them.
- h) **Language.** To the fullest extent permitted by law, the controlling language for these Terms of Service is English.