

G.ROUND USER TERMS OF USE

- **LAST MODIFIED ON MARCH 26, 2024**

⚠ Import: Please read these Terms of Use carefully before continuing to use the G.Round Service.

Section 21 of this Terms of Use Agreement contains a binding arbitration clause and class action waiver. If you live in the United States, this Section affects your rights about how to resolve disputes that you may have with us.

Please read it carefully.

This Terms of Use (the "Agreement") applies to your use of the G.Round service, including the website located at <https://gameround.co>, the G.Round Launcher application and any related software applications (together, the "Service"), provided by Game Round, Inc. ("G.Round").

1. Acceptance of Terms

When using the Service, you agree that:

- This Agreement is a legally binding agreement and the equivalent of a signed, written contract;
- You will use the Service according to any applicable laws and according to the terms of this Agreement (which G.Round may amend from time to time); and
- You have received this Agreement and agree that you can access this Agreement.

If you don't agree to the terms of this Agreement, please stop all use of the Service.

2. Our License to You

G.Round grants you a single, non-exclusive, non-transferable and limited personal license to access and use the Service, as long as you are in compliance with the terms of this Agreement. You agree that:

- You're not allowed to sell, transfer, redistribute, or sublicense the Service.
- If you sell or transfer the device that the Service is installed on to anyone else, you will remove the Service from the device first.
- You're not allowed to copy, decompile, reverse-engineer, modify, or make derivative works of the Service or any parts of the Service (except to the extent that any of these restrictions are prohibited by the law).

3. Games

3.1. Games and Developers.

As part of the Service, you may be able to play and test certain games (the "Games") provided by third-party developers (the "Developers") who have engaged G.Round for testing, analytics, and other services. Each Game may be governed by the Developer's own EULA or Terms of Use, and you acknowledge that by accessing or playing any Game, you agree to any such agreement. G.Round does not screen all Game or Developer content, and does not make any representations as to the suitability, compatibility, or anything else regarding such content. You agree that G.Round has no liability or responsibility for any Game or Developer content and that any dispute regarding the Game or the Developer will be brought by you directly with the Developer.

3.2 Sharing of Analytic Information and Surveys.

You agree that, as part of the Service, G.Round will collect certain gameplay and analytic information regarding you and your use of the Games, as well as give you the opportunity to fill out surveys asking for your opinions and other information about your experience with the Game. You grant G.Round a non-exclusive, unlimited, irrevocable license to use any such information and survey answers in any manner at G.Round's discretion, including sharing such information both individually and in aggregate with Developers.

3.3. Requirements.

In order to participate in testing Games on the Service, you agree that you have:

- A valid and existing Account on the Service;
- A device that meets or exceeds any specifications listed on the Game's page on the Service;
- A secure, high speed Internet connection, if required; and
- Any other requirements listed on the specifications page for that particular Game.

3.4. Code Signing.

Prior to playing any Games or software on the Service, the Service software may require that the Game or software's digital signature is verified by an accredited certificate authority in order to ensure that the Game or other software being installed is trusted and secure. You agree that G.Round is not responsible for any issues related to this code signing and verification procedure, including any failure to install or operate any Game or software or any other issues that may occur during the Game or software's execution, due to any failure to verify.

3.5. Private Playtesting

Certain Games on the Service require a private playtest. This means that in order to participate in testing those Games, you will need to agree to a separate nondisclosure and other agreements first. You agree to comply with any such required agreements in connection with your participation in any private playtest on the Service. Additionally, these private playtests may require providing additional personal information, which will be collected, processed, and shared in accordance with our Privacy Policy.

4. Messages from G.Round

You agree that G.Round is allowed to send you business-related messages through the Service or to your email. This may include "push" notifications through the G.Round website, or any G.Round desktop software or mobile applications. You agree to receive these messages and that they're not unsolicited.

Any marketing-related email messages will have opt-out instructions.

5. Your Account

5.1. Account Creation.

You need to register for an Account to use the Service. You can only create an Account if you're at least 13 years old. Also, if you're at least 13 years of age but still a minor in your jurisdiction, your parent or guardian must create the Account on your behalf before you use the Service.

You may only create one Account – users found creating or maintaining multiple Accounts may have their Accounts suspended or terminated, at G.Round's sole discretion.

You can create an Account for free through a registration form on the Service, or by connecting a third-party service (like your Facebook, Google, or Apple account) to the Service. You are solely responsible for the activity that occurs on your Account – this means that you agree to keep your Account and devices secure and tell us **immediately** if there is any security breach or unauthorized Account use.

5.2. Accurate Information.

When you create your Account, you promise to use a valid email address and accurate Account information. You also promise to always keep your information updated.

5.3. Account Suspension and Termination.

G.Round may, at our sole discretion, suspend or terminate your Account or your access to the Service should your conduct, in our sole determination, fail to conform with this Agreement or for any other reason. You may also terminate your Account voluntarily by contact G.Round's customer support at

support@gameround.co.

5.4. Your Username.

G.Round may force you to change your username if it is someone else's name and you intend to impersonate that person, or if G.Round otherwise

deems it unacceptable by community standards. You also agree that your username:

- will not be vulgar or insulting;
- will not have sexual or pornographic connotations;
- will not contain your real name;
- will not resemble or imitate a trademark or other term protected by intellectual property laws;
- will not promote a commercial service; and
- will not be spelled or combined in a way to get around the rules above.

5.5. Account Privacy.

You agree that there is no expectation of privacy with your interactions with other users in and through the Service. You agree that any messages or other communication sent from your Account, whether in chats, forums, direct user-to-user communication, in your profile, or otherwise may be accessed, reproduced, or distributed by G.Round as it sees fit. G.Round will fully cooperate with law enforcement and other governmental entities in policing the content of the Service.

5.6. No Account Transfers.

You may not buy, sell, give, or trade any Account, nor attempt to buy, sell, give, or trade any Account. G.Round owns, has licensed, or otherwise has rights to all the content that appears on the Service, including Accounts.

5.7. Data Process; Withdrawal.

After your Account is terminated or you request Account closure, we will keep your Account-related information (including any connected third-party services, like a Facebook login) for one year after termination, and then delete all such information. In certain cases, we may need to retain certain information if necessary to resolve disputes, enforce our agreements, and comply with technical and legal requirements related to the Service.

6. Your License to G.Round; Your Conduct

6.1. Your Content.

Any material that you email, post, or otherwise transmit to G.Round or the public on the Service, including photos, chats, messages, comments, or

suggestions are called your "Content."

G.Round does not own your Content. But by posting Content, you (i) promise that you are the owner of the Content or have the rights to share it, and (ii) give G.Round permission to use, copy, adapt, distribute, modify, publish, perform, display, and to make your Content otherwise available in any form and by any media, whether on a commercial or non-commercial basis anywhere in the world.

6.2. Conduct Policy.

You are responsible for your conduct as a user of the Service. You agree that you will not do anything (including sharing Content) which:

- is threatening, bullying, defamatory, abusive, obscene, lewd, sexually provocative or suggestive, pornographic, or which could give rise to any liability under the law;
- is or could be taken as slurs, hate speech, or attacks on individuals or groups based on race, color, gender, age, religion, national origin, disability, sexual preferences, or gender identity;
- is spam (sending the same message multiple times or to multiple people, or sharing or sending the same content multiple times, will be treated as spam);
- is an advertisement for any lewd or inappropriate personal conduct, commercial product, or activity;
- encourages or constitutes behavior that doesn't support a safe environment for all users, including bullying, vigilantism, or any threatening, harmful, harassing, abusive, vulgar, hateful, defamatory, lewd, sexually provocative, inflammatory, profane, racially or ethnically objectionable or discriminatory content, encourages inappropriate, disrespectful, abusive, or unlawful conduct, or otherwise makes the Service an uncomfortable experience for anyone;
- restricts or discourages any other user from using the Service;
- hacks, modifies, or otherwise makes use of automation (bots) or other unauthorized thirdparty software designed to modify the Service experience;
- violates any laws or gives rise to civil liability;

- violates any rights of third parties (including copyright, trademark, rights of privacy or publicity, or defamation);
- imposes an unreasonable or disproportionately large load on the Service or otherwise interferes with the Service;
- is a "chain letter," or constitutes "junk mail";
- claims that that you are affiliated with G.Round when you are not, including an "Administrator," "Moderator," "Game Master," or any other employee or agent of G.Round;
- requests other users' login information;
- "spoofs" (use of any means to disguise your online identity or alter original attribute information, including, but not limited to duplicate accounts);
- uses or possesses programs to "crack" the Service or any Internet security tools;
- contains, or uploads files that contain, viruses, Trojan horses, worms, corrupted files or data, or any other similar software that may damage or inhibit the operation of the Service;
- or
- anything else that G.Round, in its sole determination, deems offensive or harmful to the Service or to G.Round's integrity or business.

7. G.Points and Rewards

7.1. Earning G.Points.

By taking part in certain activities on the Service, such as playing games, filling out user surveys, and other actions, you can earn redeemable virtual points called "G.Points". G.Points are not offered for every action on the Service. In order to earn G.Points, you need a valid Account and need to perform the actions specified on the Service for at least the time required for that action (or as otherwise listed on the Service). These reward earning activities may change from time to time, so we will keep an updated list of these activities on the Service.

7.2 Purchasing G.Points

G.Points can also be charged through purchase. Regarding the purchase of G.Points, the following conditions apply:

- Payment for purchasing G.Points is carried out through a payment service provider, and users need to provide necessary information for payment. The payment related service for G.Points is handled by Stripe(Inc), and therefore, the service policy of Stripe applies to payment-related matters.
- The G.Points charging service is only provided to users who are 18 years of age or older.
- G.Points does not support refunds. Therefore, points that have been charged cannot be refunded. Please make your charging decisions carefully.
- The sale price of G.Points is subject to change at any time without notice.

7.3. Redeeming G.Points.

You can redeem your accumulated G.Points for certain reward items that will be listed on the Service. The specific rewards available may vary from time to time depending on your location or other factors, and there may be a limited number of any specific reward, so it may not always be available for redemption and will be on a first-come, firstserve basis. Additionally, some rewards may require you to be a certain age – these requirements will be listed on the reward redemption page.

Please note that when redeeming G.Points, earned points will be utilized first, and only the shortfall will be covered by purchased points.

In some cases, we may need to substitute a selected reward for another reward of equal value. We will do our best to notify you if this is the case, and allow you to select another reward if possible.

In order to fulfill your rewards, we may need more information, such as a physical address and telephone number for physical rewards, or an email address and other information for digital rewards. In some cases, you might be required to sign additional legal documents in order to claim a particular reward.

Once you've redeemed your G.Points for a reward, you can't cancel that order or get a refund for that reward. If a physical or digital reward is returned to us or is otherwise undeliverable to the delivery information you provide, we will not redeliver the reward or

refund your G.Points. If you lose, misplace, delete, or otherwise lose access to any digital rewards, such as digital gift cards or game codes, G.Round is not responsible and has no obligation to replace that digital reward.

After you redeem your G.Points for a reward, you will receive a confirmation by email. If you don't, please first check your spam folder, and if you can't find the email, please contact us at support@gameround.co for assistance.

Note that your redemption may require the collection of sales tax and other taxes. You will be notified at the time of redemption when we are required to collect them.

7.4. Disqualification; Cancellation; Expiration.

G.Round reserves the right to disqualify you from participation in the G.Points reward program (and disable or take away any G.Points you have earned) if, in our sole discretion, we believe that you are in violation of these Terms, have tampered with or altered your Account or your G.Points in any way, or are in any other way abusing any aspect of the G.Points reward program.

Additionally, we reserve the right to cancel the G.Points program at any time, with 60 days' notice to you. You must use any unused G.Points within that time period, or they will expire upon cancellation of the G.Points program.

Lastly, Earned G.Points have a validity period of 2 years, and unused points that have surpassed this duration will expire and become unusable. Points due to expire will be notified via email and web notifications at least one month before the expiration process.

7.5. Restrictions.

You agree to the following with regard to G.Points:

- G.Points are licensed to you, not owned, and you have no right or title in or to any G.Points.
- G.Points have no real world value and cannot be redeemed or refunded in cash.
- You cannot sell, lend, borrow, gift, or transfer G.Points in any way, except to redeem rewards. G.Round does not recognize any such transfers of G.Points.
- G.Points cannot be used in connection with any other offers on the Service or with G.Round, except for redemption for rewards as

advertised on the Service.

- You may not resell any rewards redeemed from G.Points.
- You agree that you are solely responsible for any taxes associated with the fulfillment of any rewards.
- If you purchase any rewards which are subject to a third-party license agreement or other terms (such as a game or software product), you agree that your redemption and use of that reward is contingent upon you agreeing to and complying with that third-party license agreement.

7.6. Errors.

You agree that there may be information on the Service that contains errors, typos, inaccuracies, or that is incomplete, whether that information relates to products, prices, offers, and other Service content. G.Round reserves the right to correct any such errors or inaccuracies, and to update any information on the Service at any time. We also reserve the right to cancel any orders if any of the related information on the Service is inaccurate, without any prior notice to you (even after you've submitted an order).

You agree that G.Round cannot and does not review all content made available on or through the Service, but, although not obligated to, may review, verify, make changes to or remove any comments, reviews, and other Service content, or any portions of the Service itself, including information submitted in connection with the Service content or other features at any time, with or without notice in our sole discretion.

8. Support Services

G.Round may, in its sole discretion, provide you with customer and technical support services related to the Service ("Support Services"). G.Round is not required to provide Support Services unless otherwise required by applicable law. No failure to provide Support Services will mean that G.Round has defaulted under this Agreement.

G.Round customer support may be reached by contacting us at support@gameround.co. You agree that you will look solely to G.Round in connection with Support Services. In the case of Games on the Service, you agree that you will look solely to the Game's Developer for customer and technical support for that Game.

9. Modification, Termination, and Monitoring of the Service

Subject to the terms of Section 7, G.Round reserves the right to modify or discontinue the Service (or any part of the Service) with or without notice at any time. You agree that G.Round will not be liable to you or any third party for any modification, suspension, or discontinuance of the Service.

G.Round reserves the right to monitor use of the Service to determine compliance with this Agreement, as well as the right to edit, refuse to post, or remove any Content, information, or materials, in whole or in part, at our sole discretion. We reserve the right to refuse access to the Service to anyone, and to disable or disqualify any user from earning or redeeming G.Points, for any reason, at any time.

G.Round may monitor your Content and other communications to evaluate the quality of service you receive, your compliance with the Agreement, the security of the Service, or for other reasons. You agree that such monitoring activities will not entitle you to any cause of action or other right with respect to the manner in which G.Round or its affiliates or agents monitor your Content and other communications and enforces or fails to enforce the terms of the Agreement. Neither G.Round nor any of its affiliates or agents will be liable for any costs, damages, expenses, or any other liabilities incurred by you as a result of G.Round's monitoring activities or those of its affiliates or agents.

10. Security of Data Transmission and Storage

Electronic communications using the Service may not always be encrypted. You acknowledge that there is a risk that data, including email, electronic communications, and personal data, may be accessed by unauthorized third parties when communicated between you and G.Round or between you and other parties. Additionally, your communications and Content on the Service may be publicly available to other parties.

G.Round and its affiliates and agents are permitted, but not obligated, to review or retain your Content and other communications.

11. Hyperlinks

The Service may contain links to other sites and software applications (the "Linked Services"). G.Round does not control the Linked Services, and G.Round and its affiliates and agents make no representations whatsoever concerning

the content, accuracy, security or privacy of those Linked Services. The fact that G.Round has provided a link to an external location is not an endorsement, authorization, sponsorship, or affiliation with respect to such Linked Services, its owners, or its providers. There are risks in using any information, software, or products found on the Internet, and G.Round cautions you to make sure you understand these risks before retrieving, using, relying upon, or purchasing anything via the Internet. You agree that under no circumstances will you hold G.Round or its affiliates or agents liable for any loss or damage caused by use of or reliance on any content, goods, or services available on Linked Services.

12. Trademarks and Copyrights

The Service is owned by G.Round and is protected by United States and international intellectual property laws and treaty provisions. All Service content, trademarks, services marks, trade names, logos, and icons are proprietary to G.Round. Nothing contained in the Service should be seen as granting any license or right to use any trademark displayed in the Service without the written permission of G.Round or such third party that may own the trademarks displayed in the Service. Your use of the trademarks displayed in the Service, or any other content in the Service, except as provided in this Agreement, is strictly prohibited.

Intellectual property displayed through the Service is either the property of, or used with permission by, G.Round. You are prohibited from using or authorizing the use of this intellectual property unless specifically permitted under the Agreement. Any unauthorized use of this intellectual property may violate copyright laws, trademark laws, the laws of privacy and publicity, or other regulations and statutes.

13. Copyright Complaints

If you are a copyright owner or their agent, and believe that any content on the Service infringes on your copyrights, you may submit a DMCA notification in writing to our Copyright Agent with the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are claimed, a list of those works on the Service;

- Identification of the material that is claimed to be infringing and that is to be removed disabled, reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact you, such as your email, address, or phone number;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Our Copyright Agent may be reached at the following physical or email address:

Copyright Agent
Game Round, Inc.
3435 Wilshire Blvd., Ste. 1400
Los Angeles, CA 90010, USA
Or by email at:
support@gameround.co

14. Disclaimer of Warranties

Your use of the Service is entirely at your own risk.

The Service is provided by G.Round on an "as-is" basis. G.Round expressly disclaims all warranties of any kind, whether express or implied, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

G.Round makes no warranty that (i) the Service will meet your requirements, (ii) that operation of the Service will be uninterrupted, timely, secure, or error-free, or (iii) the results that may be obtained from the use of the Service will be accurate or reliable.

The entire risk associated with operation of the Service is assumed by you.

No advice or information, whether oral or written, obtained by you from G.Round, or through the Service creates any warranty regarding the Service not expressly stated in

this Agreement. Because some states or jurisdictions do not allow the disclaimer of implied warranties, the foregoing disclaimer may not apply to you.

Because some states or jurisdictions do not allow the disclaimer of implied warranties, the foregoing disclaimer may not apply to you.

15. Limitation of Liability

You expressly understand and agree that G.Round is not liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including damages for loss of profits, goods, goodwill, use, data, or other intangible losses (even if G.Round has been advised of the possibility of such damages), resulting from the use or the inability to use the Service or any other matter relating to the Service.

G.Round has no liability with respect to user conduct, Content, the Games, the Developers, the content of the Service, or any part of the Service, including errors or omissions contained in the Service, libel, infringements of rights of publicity, privacy, trademark rights, business interruption, personal injury, loss of privacy, moral rights, or the disclosure of confidential information.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, the liability of G.Round and its affiliates will be limited to the fullest extent permitted by law.

16. Indemnification

You agree to indemnify and hold G.Round and its affiliates, officers, agents, and employees harmless from any claim, demand, loss, costs, or expense, including attorneys' fees, made by any person or entity arising out of your violation of this Agreement, state or federal laws or regulations, or any other person's rights, including infringement of any copyright or violation of any proprietary or privacy right. Under no circumstances, including any negligent act, will G.Round or its affiliates or agents be liable for any damages of any kind that result from the use of, or the inability to use, the Service.

17. Your Personal Information

Certain personal and other information that we collect, process, and share is subject to our Privacy Policy. As a condition of using the Service you agree to the terms of the Privacy Policy, as it may be changed from time to time. Our Privacy Policy, which is incorporated here by reference, is located at

<https://gameround.co/privacy>. You agree that your use of the Service is subject to the Privacy Policy.

18. Disclosures Required by Law

G.Round reserves the right to disclose any information, including personally identifiable information about you, as necessary to satisfy any applicable law, regulation, legal process, or governmental request. G.Round reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing G.Round to disclose the identity of any user believed to be in violation of this Agreement.

By accepting this Agreement, you waive all rights and agree to hold G.Round harmless from any claims resulting from any action taken by G.Round during or as a result of its investigations or from any actions taken as a consequence of investigations by either G.Round or law enforcement authorities.

19. California Residents

19.1. Consumer Rights.

Under Cal. Civil Code § 1789.3, we hereby notify you that (i) G.Round is located at 3435 Wilshire Blvd., Ste. 1400, Los Angeles, CA 90010, USA, (ii) the fees and charges for the Service vary depending on the specific services selected by you, and (iii) if you have a complaint regarding G.Round or desire further information on use of the Service or any of G.Round's services, please contact G.Round's customer support at support@gameround.co. For complaints, you may also contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs in writing at 400 "R" Street, Sacramento, California 95814 or by phone at 1-916-445-1254 or (800) 952-5210.

19.2. General Release.

If you are a California resident, you agree to waive California Civil Code §1542, and any similar provision in any other jurisdiction (if you are a resident of such other jurisdiction), which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

20. Governing Law; Mediation; Jurisdiction

The Agreement, and all future agreements you enter into with G.Round, unless otherwise indicated on such other agreement, will be governed by the laws of the State of California. This is the case regardless of whether you reside or transact business with G.Round, or any of its affiliates or agents, in the State of California or elsewhere. Unless a dispute would be governed by the terms of Section 21 below, you agree to submit to the personal and exclusive jurisdiction of the courts located within the city of Los Angeles, California, USA.

For EU users only: In the event of a dispute relating to the interpretation, performance, or validity of this Agreement, an amicable solution can be sought before any legal action. You can file your complaint with G.Round by sending a message via email to support@gameround.co. In case of failure, you can, within one year of the failed request, have recourse to an Alternative Dispute Resolution procedure by filing an online complaint on the European Commission's Online Dispute Resolution website: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>. In the event that out-of-court dispute resolutions fail, the dispute may be brought before the competent courts.

21. Binding Arbitration

If you are located outside of the EU, any dispute or claim relating in any way to your use of the Service (each, a "Claim") will be resolved by binding arbitration, rather than in court (except that you may assert claims in small-claims court if your claims qualify). You agree that each Claim must be brought individually.

YOU AND G.ROUND AGREE THAT (i) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; (ii) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY OR AS A PRIVATE ATTORNEY GENERAL; AND (iii) NO ARBITRATION MAY BE JOINED WITH ANY OTHER ARBITRATION.

The Federal Arbitration Act and federal arbitration law apply to this Agreement and this binding arbitration clause.

Arbitration is a process with no judge or jury – an arbitrator will review the arguments in the dispute and award damages and other relief just like a court would. The arbitrator must follow this Agreement as a court otherwise would. Court review of the arbitration award is limited under the Federal Arbitration Act.

To start an arbitration, you must send a letter to our address at Game Round, Inc., 3435

Wilshire Blvd., Ste. 1400, Los Angeles, CA 90010, USA or an email to support@gameround.co describing your Claim and requesting arbitration, or we may do the same by sending a written notice requesting arbitration to your address. The proceedings will be conducted through JAMS, using their Streamlined Arbitration Rules and Procedures. You can view these rules at jamsadr.com or by calling 800-352-5267. The payment of the initial filing fees will be made by the party filing the Claim, and any other filing and other fees will be apportioned as directed by the JAMS rules. The arbitration will take place in Los Angeles, California, unless the parties agree to video, phone, or Internet connection appearances.

Except as otherwise set forth below, you may seek any remedies available to you under federal, state, or local laws in an arbitration action. As part of the arbitration, both you and G.Round will have the opportunity for discovery of non-privileged information that is relevant to the Claim. The arbitrator will provide a written statement of their decision regarding the Claim, the award given (including any attorneys' fees and costs awarded), and the arbitrator's findings and conclusions on which the arbitrator's decision is based.

Notwithstanding the terms of this Section, either of us may bring a lawsuit in court for equitable relief, for any misuse or infringement of intellectual property rights, or for any Claim related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use of the Service.

BY AGREEING TO THIS ARBITRATION PROVISION, YOU UNDERSTAND THAT YOU AND G.ROUND WAIVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.

You and G.Round agree that if any portion this Section is found illegal or unenforceable, that portion will be severed and the remainder of the Section will be given full force and effect.

22. Miscellaneous Terms

22.1. Agreement Revisions.

This Agreement may only be revised in writing by G.Round, or by G.Round's publication of a new version on the Service.

22.2. Force Majeure.

G.Round is not liable for any delay or failure to perform resulting from causes outside the reasonable control of G.Round, including without limitation any failure to perform hereunder due to unforeseen circumstances or cause beyond G.Round's control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents,

strikes, or shortages of transportation facilities, fuel, energy, labor, or materials.

22.3. No Partnership.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and G.Round as a result of this Agreement or your use of the Service.

22.4. Assignment.

G.Round may assign this Agreement, in whole or in part, to any person or entity at any time with or without your consent. You may not assign the Agreement without G.Round's prior written consent, and any unauthorized assignment by you will be null and void.

22.5. Severability.

If any part of this Agreement is determined to be void, invalid or unenforceable, then that portion will be severed, and the remainder of the Agreement will be given full force and effect.

22.6. Attorneys' Fees.

In the event any litigation is brought by either party in connection with this Agreement, the prevailing party in such litigation will be entitled to recover from the other party all the reasonable costs, attorneys' fees and other expenses incurred by such prevailing party in the litigation.

22.7. No Waiver.

Our failure to enforce any provision of this Agreement will in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of any party to enforce every such provision thereafter. The express waiver by us of any provision, condition or requirement of this Agreement will not constitute a waiver of any future obligation to comply with such provision, condition or requirement.


22.8. Equitable Remedies.

You hereby agree that G.Round would be irreparably damaged if the terms of this Agreement were not specifically enforced, and therefore you agree that we will be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as we may otherwise have available to us under applicable laws.

22.9. Entire Agreement.

This Agreement, including the documents expressly incorporated by reference, constitutes the entire agreement between you and G.Round with respect to the Service and supersedes all prior or contemporaneous communications, whether electronic, oral or written, between you and G.Round with respect to the Service.

Check Past Terms of Use

 [Terms of Use](#)