

Rift Terms of Service. (the “Agreement”) govern user access to and use of certain services provided by Rift. These Rift Terms of Service (the “Agreement”) govern your access to and use of certain services provided by Sensei Rift LLC, dba Rift (“Rift,” “we,” “us,” or “our”). Rift has developed proprietary software and systems useful to video game players, through which Rift provides a variety of services to video game players (the “Platform”). The Platform enables users to identify and register for opportunities to participate in previously scheduled online video gaming sessions with other users of our services (the “services”). The services are available using the Rift website accessible at www.Riftapp.io (the “Site”).

The Rift services are only offered to persons who are not residents of the European Union or any jurisdiction subject to the General Data Protection Regulation (“Excluded Person”). If you are an Excluded Person then you are not authorized to access the services. By accessing the services you represent and warrant that you are not an Excluded Person. you must be at least thirteen (13) years old to use the services. If you are not 13 years old, you may not use the services.

This Agreement forms a binding contract between Rift and you. The Rift Privacy Policy is an integral part of this Agreement. By using the services you are accepting the terms and conditions of our Privacy Policy, which may be amended from time to time. Like the Privacy Policy, the Rift Code of Conduct forms an important element of this Agreement. Use of the services demonstrates your acceptance of the terms and conditions of our Code of Conduct. By accessing the services through the site, you confirm that you have read this Agreement and agree to be bound by the terms and conditions of this Agreement. If you do not agree to be bound by all of the terms and conditions of the Privacy Policy, the Code of Conduct and this Agreement, you may not access the services. Rift may modify this Agreement at any time, at our sole discretion. All modifications shall be effective immediately upon posting on the website. User agrees to review this Agreement regularly in order to be aware of such modifications and your continued use of the services shall indicate your acceptance of the modified Agreement.

1. Access to the services. During the period that the user agrees to the terms and conditions of this Agreement, they may use the site and the services. The rights granted to user by this Agreement will remain in force only for so long as we elect to continue providing the services, or until user rights under this Agreement have been terminated as described below.

2. Additional Terms. In addition to this Agreement, when using particular applications and features that are part of the services, user can be subject to additional guidelines, terms, or conditions applicable to such applications and features, which will be posted periodically and are hereby incorporated by reference into this Agreement. To the extent additional

applications and features are provided to us by any of our partners, the additional terms that govern user use of such functionalities and features are not written into this Agreement, but shall govern the users of such functionalities and features, and you hereby agree to comply with and be bound by such terms as a condition to your access and use of such applications and features. This Agreement shall govern any corrections, bug fixes, enhancements, updates or other modifications to the Platform (collectively, "Upgrades") provided by Rift, except to the extent such upgrades are accompanied by a separate terms of service, in which case the separate terms of service will govern.

3. Usage Restrictions. For purposes of this Agreement, the phrase "Rift IP" refers to the Site and the services, together. At no time shall the user copy, modify or transfer the Rift IP or any component of the Rift IP, in whole or in part. User is prohibited from reverse engineering, disassembling, decompiling, or translating the Rift IP, attempt to derive the source code of the Rift IP, create any derivative work from the Rift IP, or authorize any third party to do any of the foregoing. Any attempt by user to transfer any of their rights, duties or obligations under this Agreement is strictly prohibited. User may not rent, lease, loan, resell for profit, or distribute the Rift IP, or any part thereof, nor can you provide access to the Rift IP for third parties. User may not remove or alter any proprietary notice or legend regarding Rift's proprietary rights in the Rift IP. you may not use the Rift IP except in accordance with applicable laws and regulations.

4. Ownership of Intellectual Property. User acknowledges that Rift and its licensors own and control all proprietary rights in the Rift IP (including all Upgrades to the platform). The Rift IP include copyrighted material, trademarks, and other proprietary information of Rift, and its licensors. There are no implied licenses under this Agreement, and all rights not expressly granted are hereby reserved by Rift. User agrees that any questions, comments, or suggestions or any other forms of communication that you transmit to Rift will become the sole property of Rift. User further agrees that Rift shall be free to use in any manner any ideas, concepts, know-how, methods, or techniques contained in such communications for any purpose without your consent and without payment of any consideration, and you hereby assign all rights, title and interest in such communications to Rift.

5. Acceptable Use. User agrees not to use the services in any manner that violates this Agreement. User understands and agrees to, that Rift may (but is not required) to review any content, communication, information, material, messages, photos, videos, URLs, profiles and the like (collectively, "Content") that is uploaded, published or displayed using the services and delete or refuse to accept any such Content, including, without limitation, any content that in the sole judgment of Rift violates this Agreement or which might be offensive, inappropriate, illegal, or that might violate, harm, or threaten the rights or safety of

other users or third parties. User agrees that you are solely responsible for all content which user transmits to others using the services. User represents and warrants that they have the lawful right to upload and transmit such content, and that our reproduction, storage, transmission and display of such content on your behalf will not violate the rights of any third parties. User hereby grants to Rift a non-exclusive license to use, reproduce, display, create derivative works of, distribute and transmit all such Content as necessary to provide the features and functionality of the services. User also agrees to grant to Rift a non-exclusive license to review such content and/or to provide such content to governmental and law enforcement authorities as we determine necessary or appropriate to comply with applicable law and/or to enforce our rights under this Agreement. User further agrees that they will not use the services in any way to harm any other users.

6. Account and Registration. In order to use the Rift platform, the user must register for an account. When registering for a Rift account, the user will be required to provide us with certain information about themselves. User will represent to us that the information you provide to Rift is accurate and that the information is current. Upon registration, the user will be required to enter a username and password. It is the sole responsibility of the user to protect and keep safe the account, username and password. The User agrees to accept responsibility for all activities that occur under your account. If at any time the user believes that their account security has been compromised, the the user agrees to contact Rift at the earliest possible opportunity..

7. Sessions. Rift will make available to users upcoming opportunities for you to participate in previously scheduled online video gaming sessions attended by other end users (each an “session”). Participation in each session is subject to any terms specified in the session’s listing. you may apply to participate in an session using the services, but the session’s terms define how you will attend the session. Rift is strictly the session organizer, the user agrees that they are responsible for providing access to gaming systems, software, Internet access, and any other technology required to participate in the scheduled even. Participation in some sessions are offered free of charge while other sessions may require a fee to participate (each an “session Fee”). In order to participate in an session requiring a session fee, you must pay the session Fee to Rift. The session’s terms may specify a static session fee, participation by lottery, or participation opportunities may be available at auction and some sessions may have a cap on the number of participants. Rift offers the opportunity for users who create paid sessions to receive compensation (“Rifter(s)”). You understand that you are purchasing the right to participate in the session from Rift and not from a Rifter. All Rifters are third-parties providing a service to Rift. Each session may be cancelled at any time by Rift. At any time and in Rift’s sole discretion, Rift may: (i) determine whether or not you are eligible to participate in an session, or (ii) remove you from the list of session participants. Rift encourages all end users and Rifters to

record sessions they participate in. By participating in any session, you consent to being recorded.

8. Third-Party Payment Providers. The users username and password will provide access to your Rift account where you may purchase credits using any of the payment processors we make available within the Platform (e.g., PayPal). you may then use those credits to pay session Fees. User understands and acknowledges that they are subject to additional terms and conditions associated to your account with such payment processor.

9. Refunds. If Rift has received an session Fee from the user for participation in a specific session, Rift will provide a credit to users Rift account in the amount of the session fee for the specific session when (i) Rift determines that the user was not eligible to participate in the specific session, (ii) the user was removed from that specific session participant list, (iii) Rift cancels the specific session, or (iv) the specific session does not occur for reasons other than your failure to participate in that session. No refund will be granted for any session(s) should the user violate Rift's Code of Conduct prior to or during said session(s).

10. Claims. If the user has a complaint regarding an session, within forty eight (48) hours of the scheduled start time the user must either: (i) use the services to flag the session, or (ii) contact Rift by using the contact information provided in Section 29. Based on your complaint, Rift may suspend or terminate other users' accounts and if necessary, and at Rift's sole discretion, Rift may provide you a credit or refund for the session fee paid. User understands and acknowledges that if the user has not submitted a complaint within 72 hours of the scheduled start time of the session, the user waives their right to request a refund and no credit will be provided.

11. Third Party Trademarks and Content. The user acknowledges that the services may display information, advertisements, media and trademarks provided to Rift by third parties (collectively, "Third-Party Content"). THE USER ACKNOWLEDGES AND AGREES TO, THAT RIFT IS NOT RESPONSIBLE FOR THE ACCURACY, COMPLETENESS, CURRENCY, SUITABILITY OR QUALITY OF THIRD-PARTY CONTENT AND SHALL HAVE NO LIABILITY TO THE USER IN CONNECTION WITH ANY PRODUCT, SERVICE OR OTHER OFFERING DESCRIBED HEREIN. The user may not at any time reproduce, publicly perform, publicly display, modify, create derivative works, or distribute any Third-Party Content.

12. Digital Millennium Copyright Act. Rift is in complete compliance with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C.

§512, as amended). If the user at any time has any complaints or objections to material posted on the services, you may contact Rift at:

Sensei Rift, LLC DBA Rift

Attention: Customer Service

Any notice alleging that IP hosted by or distributed through the Service infringe intellectual property rights must include the following information:

(i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;

(ii) a description of the copyrighted work or other intellectual property that you claim has been infringed;

(iii) a description of the material that you claim is infringing and where it is located on the Service;

(iv) your address, telephone number, and email address;

(v) a statement by you that you have a good faith belief that the use of the IP on the Service of which you are complaining is not authorized by the copyright owner, its agent, or the law; and

(vi) a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

13. Third-Party Websites and services. The services may contain links to websites and/or services not operated by Rift. Rift is not responsible for the content, products, IP, or practices (including privacy practices) of such websites and/or services. The user understands that by using the Rift platform, you may be exposed to third-party content that you might find offensive, indecent or otherwise objectionable. Rift makes no warranty, representation, endorsement, or guarantee regarding any such third-party websites, any products or services accessible through such third-party websites, or any other third-party services. THE USER ACKNOWLEDGES AND AGREES THAT RIFT IS NOT RESPONSIBLE FOR THE CONTENT OR FUNCTIONALITY OF ANY THIRD-PARTY WEBSITE OR THE PERFORMANCE OF ANY THIRD-PARTY SERVICES, NOR FOR THE PRACTICES (INCLUDING PRIVACY PRACTICES) OF THE PROVIDERS OF ANY SUCH THIRD-PARTY WEBSITES OR SERVICES, AND Rift SHALL HAVE NO LIABILITY TO THE USER IN CONNECTION WITH ANY SUCH THIRD-PARTY WEBSITES, SERVICES, CONTENT, FUNCTIONALITY, PROVIDERS OR PRACTICES, OR THE QUALITY OR SUITABILITY OF THE FOREGOING. Rift encourages you to review the terms of use and privacy policies of all third-party websites you access.

14. Rifter Applications. Subject to Rift's approval, users may apply to be a Rifter. In order to apply to be a Rifter you must submit an application using the Rifter registration features in

the services and must provide all information requested by Rift as part of the registration process, which may include, e.g., Internal Revenue Service Form W-9 and United States Citizenship and Immigration services Form I-9. Rift, at its sole discretion, may approve or deny end user applications to be a Rifter. Once approved, Rift may at any time revoke a user's Rifter status.

15. Proposed sessions. Upon acceptance of your application by Rift you will have access to certain features of the services available only to Rifters, including features that enable proposal of sessions where the Rifter receives a fee as designated in our published fee policy. Each session proposal must include all information we require such as date, time and other session details (collectively the "session Terms"). If the proposed session is approved by Rift, the Rifter agrees to participate in the session according to the session terms. Rift, at its sole discretion, may deny or propose modifications to the session Terms. The Rifter will not be required to perform modified session Terms until the Rifter has agreed to the modifications.

16. User Participation. sessions approved by Rift, or session terms modified by Rift and agreed to by the Rifter, may be advertised through the services. When an session is advertised through the services, users of the services may elect to participate in the session. All sessions approved by Rift may be cancelled by Rift at any time. The Rifter will not receive the fee designated in our published fee policy for any sessions (i) cancelled by Rift, (ii) having zero participants, or (iii) not occurring according to the session Terms.

17. Subcontractor Relationship. The Rifter shall perform pursuant to the terms and conditions specifically set forth in this agreement and the session terms. In the session of a conflict between this agreement and the session terms, the terms and conditions of this agreement shall prevail. The Rifter, acting as an independent contractor and not as an agent for Rift, shall furnish all supplies, personnel and services and all things necessary for, or incident to, performance of the session, for the consideration designated in our published fee policy. It is understood and agreed that the Rifter shall not be considered Rift's employee. Accordingly, the Rifter shall have sole responsibility for paying taxes applicable to the fees received by the Rifter and other amounts due under applicable laws and regulations.

18. Rifter's Payment. In consideration for the Rifter's performance in accordance with this Agreement, Rift will deposit a credit in the Rifter's Rift account in accordance with our published fee policy in effect at the time of the applicable session in which the Rifter participated. We reserve the right to update the fee policy from time to time. Credits will be deposited within a reasonable time following the applicable session in which the Rifter participated, in accordance with our fee policy in effect at the time of the session.

19. Disclaimer of Warranties. THE SERVICES ARE PROVIDED BY RIFT ON AN “AS-IS” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, Rift HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, AND ANY WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR TRADE USAGE. WITHOUT LIMITING THE FOREGOING, THE USER ACKNOWLEDGES THAT RIFT DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, THAT SERVICES WILL BE ERROR-FREE, THAT ERRORS IN THE SERVICES WILL BE CORRECTED, THAT ANY CONTENT OR INFORMATION DISPLAYED WITHIN THE SERVICES WILL BE ACCURATE, COMPLETE, RELIABLE, OR ERROR-FREE, OR THAT THE PLATFORM WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you.

20. Limitation of Liability. IN NO EVENT SHALL Rift BE LIABLE TO THE USER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT, INCLUDING LOSS OF PROFITS, LOST OR CORRUPTED DATA, OR BUSINESS INTERRUPTION, REGARDLESS OF WHETHER RIFT WAS OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE NATURE OF THE CLAIM OR THE THEORY OF LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE. IN NO EVENT SHALL RIFT BE LIABLE TO THE USER, IN AGGREGATE FOR ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT, FOR MONETARY DAMAGES IN EXCESS OF ONE DOLLAR (U.S. \$1.00). IF YOU ARE A RIFTER, THE USER AGREES RIFT WILL HAVE NO LIABILITY IN CONNECTION WITH ANY CLAIMS BROUGHT AGAINST USER BY A THIRD-PARTY IN CONNECTION WITH PARTICIPATING IN A SESSION, AND USER AGREE TO HOLD RIFT HARMLESS IN CONNECTION WITH ANY SUCH THIRD-PARTY CLAIM. IN ADDITION, TO THE EXTENT PERMITTED UNDER APPLICABLE LAWS, you HEREBY RELEASE US FROM ANY LIABILITY RELATED TO (I) ANY LOSS OR DAMAGE ARISING IN CONNECTION WITH THE CONTENT TRANSMITTED THROUGH THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY INCORRECT OR INACCURATE INFORMATION, (II) THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SERVICES, (III) ANY PROBLEMS OR TECHNICAL MALFUNCTION OF ANY TELECOMMUNICATIONS NETWORK, COMPUTER NETWORK OR SYSTEMS,

EQUIPMENT OR SERVICES, (IV) ANY ERROR, OMISSION, INTERRUPTION OR DELAY IN OPERATION OF THE PLATFORM OR RELATED SERVICES, AND (V) ANY LOSS, DESTRUCTION, THEFT, MODIFICATION OR UNAUTHORIZED ACCESS TO ANY CONTENT TRANSMITTED USING THE SERVICES. IF THE USER IS A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542, 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 THIS SETTLEMENT WITH THE DEBTOR.'

THE USER UNDERSTANDS THAT THE FOREGOING LIMITATIONS OF LIABILITY ARE AN ESSENTIAL BASE OF THIS AGREEMENT, AND WITHOUT THIS LIMITATION OF LIABILITY RIFT WOULD BE UNWILLING TO GRANT you THE LICENSE AND RIGHTS GRANTED UNDER THIS AGREEMENT..

21. Contract Parties. The user acknowledges and agrees that this agreement is a contract directly between user and Rift. User acknowledges that third-party business providers are not a party to this agreement and shall have no obligations or liabilities to you or to any third party in connection with this agreement.

22. Indemnity. User agrees to hold harmless and indemnify Rift, its affiliates, and their respective officers, directors, employees and agents from and against all damages, liabilities and expenses (including attorneys' fees and court costs) in connection with any claim brought by a third party and arising in connection with your use of the services and/or your breach of this agreement.

23. Termination. The agreement will be in effect upon the users acceptance of this agreement, or as of the date you first use the services, whichever occurs first. The user may terminate this agreement at any time by ceasing the use of the services. This agreement will terminate immediately without notice to the user if user materially breaches any term or condition herein. Upon termination, all rights granted to you under this agreement will immediately cease. Even after this agreement is terminated, the following provisions of this agreement will remain in effect: Sections 3, 4, 5, 13, 13, 17, 19, 20, 21, 22, 23, 24, 25, 26 and 27.

24. Government End Users. The Rift IP are a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Rift IP with only those rights set forth herein.

25. Applicable Law and Jurisdiction. Informal Dispute Resolution. User agrees that this agreement shall be governed by the laws of the state of Georgia. User also consents to the personal jurisdiction and venue of the state and federal courts located within Georgia for all disputes arising out of or relating to this agreement. User further agrees that, prior to instituting any suit or action in any court, you will exercise reasonable efforts to resolve any disputes arising in connection with this agreement through informal, good faith discussions with us, and you will first permit us a reasonable opportunity to resolve any such disputes before resorting to any court proceedings

26. General Provisions. This agreement is personal to the user and cannot be transferred, assigned or delegated to any other entity without the express written permission of Rift. Any attempt by the user to assign, transfer or delegate this agreement without the express written permission of Rift shall be null and void. The user acknowledges that Rift will have the right under this agreement to pursue whatever legal actions are necessary to prevent a violation of this agreement. The paragraph headings in this Agreement are included only to help make the Agreement easier to read and have no binding effect. Any delay or failure by us to exercise or enforce any right or provision of this agreement will not constitute a waiver of such right or provision. No waiver by us shall have effect unless such waiver is set forth in writing, signed by us; nor shall any such waiver of any breach or default constitute a waiver of any subsequent breach or default. This agreement constitutes the complete and exclusive Agreement between the user and Rift with respect to the subject matter hereof, and supersedes all prior oral or written understandings, communications or agreements. If for any reason a court of competent jurisdiction finds any provision of this agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this agreement will continue in full force and effect.

27. Contact Information. If you have any questions about this Agreement and/or regarding the Platform, the Site or the services, please contact Rift at the following email address: admin@riftapp.io.

Sensei Rift, LLC dba Rift (“Rift,” “we,” “us,” or “our”). Rift has developed certain proprietary software and systems useful to video game players, through which Rift provides a variety of services to video game players (the “Platform”). The Platform enables end users to identify and register for opportunities to participate in previously scheduled online video gaming sessions with other end users of our services (the “services”). The services are available using the Rift website accessible at www.riftapp.io (the “Site”).

The Rift services are only offered to persons who are not residents of the European Union or any jurisdiction subject to the General Data Protection Regulation (“Excluded Person”). If

you are an Excluded Person then you are not authorized to access the services. By accessing the services you represent and warrant that you are not an Excluded Person. you must be at least thirteen (13) years old to use the services. If you are not 13 years old, you may not use the services.

This agreement forms a binding contract between Rift and the user. The Rift Privacy Policy is an integral part of this agreement. If you use the services you are accepting the terms and conditions of our Privacy Policy, as may be amended from time to time. Like the Privacy Policy, the Rift Code of Conduct forms an essential element of this Agreement. your use of the services demonstrates your acceptance of the terms and conditions of our Code of Conduct. By accessing the services through the Site, you agree that you have read this Agreement and agree to be bound by the terms and conditions of this Agreement. If you do not agree to be bound by all of the terms and conditions of the Privacy Policy, the Code of Conduct and this Agreement, you may not use the services.

We may modify this Agreement at any time, any such modifications shall be effective immediately upon either posting of the modified Agreement or notifying you. you agree to review this Agreement periodically to be aware of such modifications and your continued use of the services shall indicate your acceptance of the modified Agreement.

1. Access to the services. For so long as you agree to the terms and conditions of this Agreement, you may use the Site and the services. The rights granted to you by this Agreement will remain in force only for so long as we elect to continue providing the services, or until your rights under this Agreement have been terminated as described below.

2. Additional Terms. In addition to this Agreement, when using particular functionalities and features that are part of the services, you may be subject to additional guidelines, terms, or rules applicable to such functionalities and features, which may be posted from time to time and are hereby incorporated by reference into this Agreement. To the extent additional functionalities and features are provided to us by any of our partners, the additional terms that govern your use of such functionalities and features are not incorporated into this Agreement, but shall govern your use of such functionalities and features, and you hereby agree to comply with and be bound by such terms as a condition to your access and use of such functionalities and features. This Agreement shall govern any corrections, bug fixes, enhancements, updates or other modifications to the Platform (collectively, "Upgrades") provided by Rift, except to the extent such Upgrades are accompanied by a separate terms of service, in which case the separate terms of service will govern.

3. Usage Restrictions. For purposes of this Agreement, the phrase "Rift IP" refers to the Site and the services, together. you may not copy, modify or transfer the Rift IP or any component of the Rift IP, in whole or in part. you may not reverse engineer, disassemble, decompile, or translate the Rift IP, attempt to derive the source code of the Rift IP, create any derivative work from the Rift IP, or authorize any third party to do any of the foregoing.

Any attempt to transfer any of your rights, duties or obligations under this Agreement is void. you may not rent, lease, loan, resell for profit, or distribute the Rift IP, or any part thereof, nor may you provide access to the Rift IP for third parties in the nature of a service bureau or application services provider. you may not remove or alter any proprietary notice or legend regarding Rift's proprietary rights in the Rift IP. you may not use the Rift IP except in accordance with applicable laws and regulations.

4. Ownership of Intellectual Property. As between you and Rift, you acknowledge that Rift and its licensors own and retain all proprietary rights in the Rift IP (including all Upgrades thereto). The Rift IP include copyrighted material, trademarks, and other proprietary information of Rift, and its licensors. There are no implied licenses under this Agreement, and all rights not expressly granted are hereby reserved. you agree that any questions, comments, or suggestions (collectively, "Feedback") that you send to Rift shall become the sole property of Rift. you further agree that Rift shall be free to use and exploit in any manner any ideas, concepts, know-how, methods, or techniques contained in such Feedback for any purpose without your consent and without payment of any consideration, and you hereby assign all rights, title and interest in such Feedback to Rift.

5. Acceptable Use. you agree not to use the services in any manner that violates this Agreement. you understand and agree that Rift may (but is not obligated to) review any content, communication, information, material, messages, photos, videos, URLs, profiles and the like (collectively, "Content") that is uploaded, published or displayed using the services and delete or refuse to accept any such Content, including, without limitation, any Content that in the sole judgment of Rift violates this Agreement or which might be offensive, inappropriate, illegal, or that might violate, harm, or threaten the rights or safety of other users or third parties. you agree that you are solely responsible for all Content which you transmit to others using the services. you represent and warrant that you have the lawful right to upload and transmit such Content, and that our reproduction, storage, transmission and display of such Content on your behalf will not violate the rights of any third parties. you hereby grant to us a non-exclusive license to use, reproduce, display, create derivative works of, distribute and transmit all such Content as necessary to provide the features and functionality of the services. you further hereby grant to us a non-exclusive license to review such content and/or to provide such content to governmental authorities and law enforcement as we determine necessary or appropriate to comply with applicable law and/or to enforce our rights under this Agreement. you further agree you will not use the services in any way to defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate people or entities.

6. Account and Registration. To access the features of the services you must register for an account. When you register for an account, you may be required to provide us with some information about yourself (such as your e-mail address or other contact information). you represent to us that the information you provide to us is and will be accurate and up-to-date

at all times. When you register, you will be asked to designate a username and provide a password. you are solely responsible for maintaining the confidentiality of your username, account and password. you agree to accept responsibility for all activities that occur under your account. If you have reason to believe that your account is no longer secure for any reason (for example, in the event of a loss, theft or unauthorized disclosure or use of your password), then you agree to notify us immediately.

7. Sessions. Rift lists available opportunities for you to participate in previously scheduled online video gaming sessions attended by other end users (each "session"). Participation in each session is subject to any terms specified in the session's listing. you may apply to participate in an session using the services, but the session's terms define how you will attend the session. Rift does not conduct sessions nor host any software facilitating an session; Rift is only the session organizer. you acknowledge you are responsible for obtaining access to gaming systems, gaming software, Internet access, and any other instruments necessary to participate in the session, and Rift has no obligation to provide the foregoing. Participation in some sessions are offered free of charge while other sessions may require a fee to participate (each "session fee"). In order to participate in a session requiring a session Fee, you must pay the session Fee to Rift. The session's terms may specify a static session Fee, participation by lottery, or participation opportunities may be available at auction and some sessions may have a cap on the number of participants. We offer the opportunity for users who create sessions requiring a session Fee to receive compensation ("Rifter(s)"). you understand that you are purchasing the right to participate in the session from Rift and not from a Rifter. All Rifters are third-parties providing a service to Rift.

Each session may be cancelled at any time by Rift. At any time and in Rift's sole discretion, Rift may: (i) determine whether or not you are eligible to participate in a session, or (ii) remove you from the list of session participants. Rift encourages all end users and Rifters to record sessions they participate in. By participating in any session, you consent to being recorded.

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failure to participate in the specific session. No refund will be granted for any session(s) should you violate of our Code of Conduct prior to or during said session(s).

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12. Digital Millennium Copyright Act. We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. §512, as amended). If you have any complaints or objections to material posted on the services, you may contact our Designated Agent at the following address:

Rift, LLC DBA Rift

3911 Old Atlanta Station Drive

Smyrna, GA 30339

Attention: Customer Service

Any notice alleging that IP hosted by or distributed through the Service infringe intellectual property rights must include the following information:

(i)an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;

(ii)a description of the copyrighted work or other intellectual property that you claim has been infringed;

(iii)a description of the material that you claim is infringing and where it is located on the Service;

(iv)your address, telephone number, and email address;

(v)a statement by you that you have a good faith belief that the use of the IP on the Service of which you are complaining is not authorized by the copyright owner, its agent, or the law;

and

(vi) a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

13. Third-Party Websites and services. The services may contain links to websites and/or services not operated by Rift. Rift is not responsible for the content, products, IP, or practices (including privacy practices) of such websites and/or services. you understand that by using the services you may be exposed to third-party content that you find offensive, indecent or otherwise objectionable. Rift makes no warranty, representation, endorsement, or guarantee regarding any such third-party websites, any products or services accessible through such third-party websites, or any other third-party services. you ACKNOWLEDGE AND AGREE THAT Rift IS NOT RESPONSIBLE FOR THE CONTENT OR FUNCTIONALITY OF ANY THIRD-PARTY WEBSITE OR THE PERFORMANCE OF ANY THIRD-PARTY services, NOR FOR THE PRACTICES (INCLUDING PRIVACY PRACTICES) OF THE PROVIDERS OF ANY SUCH THIRD-PARTY WEBSITES OR services, AND Rift SHALL HAVE NO LIABILITY TO you IN CONNECTION WITH ANY SUCH THIRD-PARTY WEBSITES, services, CONTENT, FUNCTIONALITY, PROVIDERS OR PRACTICES, OR THE QUALITY OR SUITABILITY OF THE FOREGOING. Rift encourages you to review the terms of use and privacy policies of all third-party websites you visit.

14. Rifter Applications. Subject to Rift's approval, end users may apply to be a Rifter. In order to apply to be a Rifter you must submit an application using the Rifter registration features in the services and must provide all information requested by Rift as part of the registration process, which may include, e.g., Internal Revenue Service Form W-9 and United States Citizenship and Immigration services Form I-9. Rift, at its sole discretion, may approve or deny end user applications to be a Rifter. Once approved, Rift may at any time revoke a user's Rifter status.

15. Proposed sessions. If your application is accepted by Rift you will have access to certain features of the services available only to Rifters, including features that enable proposal of sessions where the Rifter receives a fee as designated in our published fee policy. Each session proposal must include all information we require such as date, time and other session details (collectively the "session Terms"). If the proposed session is approved by Rift, the Rifter agrees to participate in the session according to the session Terms. Rift, at its sole discretion, may deny or propose modifications to the session Terms. The Rifter will not be required to perform modified session Terms until the Rifter has agreed to the modifications.

16. User Participation. sessions approved by Rift, or session Terms modified by Rift and agreed to by the Rifter, may be advertised through the services. When a session is advertised through the services, end users of the services may elect to participate in the session. All sessions approved by Rift may be cancelled by Rift at any time. The Rifter will

not receive the fee designated in our published fee policy for any sessions (i) cancelled by Rift, (ii) having zero participants, or (iii) not occurring according to the session Terms.

17. Subcontractor Relationship. The Rifter shall perform pursuant to the terms and conditions specifically set forth in this Agreement and the session Terms. In the event of a conflict between this Agreement and the session Terms, the terms and conditions of this Agreement shall prevail. The Rifter, acting as an independent contractor and not as an agent for Rift, shall furnish all supplies, personnel and services and all things necessary for, or incident to, performance of the session, for the consideration designated in our published fee policy. It is understood and agreed that the Rifter shall not be considered Rift's employee. Accordingly, the Rifter shall have sole responsibility for paying taxes applicable to the fees received by the Rifter and other amounts due under applicable laws and regulations.

18. Rifter's Payment. In consideration for the Rifter's performance in accordance with this Agreement, Rift will deposit a credit in the Rifter's Rift account in accordance with our published fee policy in effect at the time of the applicable session in which the Rifter participated. We reserve the right to update the fee policy from time to time. Credits will be deposited within a reasonable time following the applicable session in which the Rifter participated, in accordance with our fee policy in effect at the time of the session.

19. Disclaimer of Warranties. THE services ARE PROVIDED BY Rift ON AN "AS-IS" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, Rift HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, IN CONNECTION WITH THIS Agreement, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, AND ANY WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR TRADE USAGE. WITHOUT LIMITING THE FOREGOING, you ACKNOWLEDGE THAT Rift DOES NOT REPRESENT OR WARRANT THAT THE services WILL MEET your REQUIREMENTS, THAT services WILL BE ERROR-FREE, THAT ERRORS IN THE services WILL BE CORRECTED, THAT ANY CONTENT OR INFORMATION DISPLAYED WITHIN THE services WILL BE ACCURATE, COMPLETE, RELIABLE, OR ERROR-FREE, OR THAT THE PLATFORM WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you.

20. Limitation of Liability. IN NO EVENT SHALL Rift BE LIABLE TO you OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS Agreement, INCLUDING LOSS OF PROFITS, LOST OR CORRUPTED DATA, OR BUSINESS INTERRUPTION, REGARDLESS OF WHETHER Rift WAS OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH

DAMAGES, AND REGARDLESS OF THE NATURE OF THE CLAIM OR THE THEORY OF LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE. IN NO EVENT SHALL Rift BE LIABLE TO you, IN AGGREGATE FOR ALL CLAIMS ARISING IN CONNECTION WITH THIS Agreement, FOR MONETARY DAMAGES IN EXCESS OF ONE DOLLAR (U.S. \$1.00). IF you ARE A RIFTER, you AGREE Rift WILL HAVE NO LIABILITY IN CONNECTION WITH ANY CLAIMS BROUGHT AGAINST you BY A THIRD-PARTY IN CONNECTION WITH PARTICIPATING IN A SESSION, AND you AGREE TO HOLD Rift HARMLESS IN CONNECTION WITH ANY SUCH THIRD-PARTY CLAIM.

IN ADDITION, TO THE EXTENT PERMITTED UNDER APPLICABLE LAWS, you HEREBY RELEASE US FROM ANY LIABILITY RELATED TO (I) ANY LOSS OR DAMAGE ARISING IN CONNECTION WITH THE CONTENT TRANSMITTED THROUGH THE services, INCLUDING, WITHOUT LIMITATION, ANY INCORRECT OR INACCURATE INFORMATION, (II) THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE services, (III) ANY PROBLEMS OR TECHNICAL MALFUNCTION OF ANY TELECOMMUNICATIONS NETWORK, COMPUTER NETWORK OR SYSTEMS, EQUIPMENT OR services, (IV) ANY ERROR, OMISSION, INTERRUPTION OR DELAY IN OPERATION OF THE PLATFORM OR RELATED services, AND (V) ANY LOSS, DESTRUCTION, THEFT, MODIFICATION OR UNAUTHORIZED ACCESS TO ANY CONTENT TRANSMITTED USING THE services. IF you ARE A CALIFORNIA RESIDENT, you HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542, 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 THIS SETTLEMENT WITH THE DEBTOR".

you UNDERSTAND THAT THE FOREGOING LIMITATIONS OF LIABILITY ARE AN ESSENTIAL BASES OF THIS Agreement, AND WITHOUT THIS LIMITATION OF LIABILITY Rift WOULD BE UNWILLING TO GRANT you THE LICENSE AND RIGHTS GRANTED UNDER THIS Agreement.

21. Contract Parties. you acknowledge and agree that this Agreement is a contract directly between you and Rift. you acknowledge that third-party business providers are not a party to this Agreement and shall have no obligations or liabilities to you or to any third party in connection with this Agreement.

22. Indemnity. you agree to hold harmless and indemnify Rift, its affiliates, and their respective officers, directors, employees and agents from and against all damages, liabilities and expenses (including attorneys' fees and court costs) in connection with any claim brought by a third party and arising in connection with your use of the services and/or your breach of this Agreement.

23. Termination. The Agreement will be in effect as of the date you accept this Agreement, or as of the date you first use the services, whichever first occurs. you may terminate this Agreement at any time by ceasing your use of the services. This Agreement will terminate immediately without notice to you if you materially breach any term or condition herein. Upon termination, all rights granted to you under this Agreement will immediately cease. Even after this Agreement is terminated, the following provisions of this Agreement will remain in effect: Sections 3, 4, 5, 13, 13, 17, 19, 20, 21, 22, 23, 24, 25, 26 and 27.

24. Government End Users. The Rift IP are a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Rift IP with only those rights set forth herein.

25. Applicable Law and Jurisdiction; Informal Dispute Resolution. you agree that this Agreement shall be governed by the laws of Georgia, without giving effect to any principles of conflicts of laws that would require the application of the laws of a different state. you also consent to the personal jurisdiction and venue of the state and federal courts located within Georgia for all disputes arising out of or relating to this Agreement. you further agree that, prior to instituting any suit or action in any court, you will exercise reasonable efforts to resolve any disputes arising in connection with this Agreement through informal, good faith discussions with us, and you will first permit us a reasonable opportunity to resolve any such disputes before resorting to any court proceedings.

26. General Provisions. This Agreement is personal to you, and you may not transfer, assign or delegate this Agreement to anyone without the express written permission of Rift. Any attempt by you to assign, transfer or delegate this Agreement without the express written permission of Rift shall be null and void. you acknowledge that Rift will have the right hereunder to so seek an injunction, if necessary to stop or prevent a breach of your obligations hereunder. The paragraph headings in this Agreement are included only to help make the Agreement easier to read and have no binding effect. Any delay or failure by us to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. No waiver by us shall have effect unless such waiver is set forth in writing, signed by us; nor shall any such waiver of any breach or default constitute a waiver of any subsequent breach or default. This Agreement constitutes the complete and exclusive Agreement between you and Rift with respect to the subject matter hereof, and supersedes all prior oral or written understandings, communications or Agreements. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

27. Contact Information. If you have any questions about this Agreement and/or regarding the Platform, the Site or the services, please contact Rift at the following email address:
admin@riftapp.io