



Terms and Conditions of  
Service Agreement

### Subscription Services

Any and all subscriptions are subject to acceptance by TUCHworks and We Play Mafia (The Company). All subscriptions are authorized to be billed within the designated billing cycle presented to buyer or subscription account owner (Account Holder) for the amount stated at time of purchase. In the event that the terms or price of the subscription changes, Account Holder shall be notified within thirty days before subscription change is applied.

### Subscription Cancellation

Cancellation is allowed at any time by the Account Holder or authorized agent of the Account Holder. All cancellations must be done before the next billing cycle to avoid any unwanted charges. Refunds are not allowed on payments already made on subscriptions. The Company reserves the right to cancel any subscription for any reason without prior notice.

### Limitation of Liabilities

Account Holder shall not be entitled to, and The Company shall not be liable for, loss of profits or revenue, promotional or manufacturing expenses, overheads, business interruption cost, loss of data, removal or reinstallation costs, injury to reputation or loss of buyers, punitive damages, intellectual property infringement, loss of contracts or orders or any indirect, special, incidental, or consequential damages of any nature. Buyer's recovery from The Company for any claim shall not exceed the purchase price paid for the affected Products and Services irrespective of the nature of the claim whether in contract, tort, warranty, or otherwise. Buyer will indemnify, defend, and hold The Company harmless from any claims based on (a) The Company's compliance with Buyer's designs, specifications, or instructions, (b) modification of any Products and Services by anyone other than The Company, or (c) use in combination with other Products and Services.

### Use of Products and Services

Unless otherwise noted, Products and Services sold or offered by The Company are not designed, intended, or authorized for use in life support, life sustaining, nuclear, or other applications in which the failure of such Products and Services could reasonably be expected to result in personal injury, loss of life or catastrophic property damage. If Account Holder uses or sells the Products and Services for use in any such applications: (1) Account Holder acknowledges that such use or sale is at Account Holder's sole risk. (2) Account Holder agrees that The Company and the manufacturer of the Products and Services are not liable, in whole or in part, for any claim or damage arising from such use. (3) Account Holder agrees to indemnify, defend, and hold The Company and the manufacturer of the Products and Services harmless from and against any and all claims, damages, losses, costs, expenses and liabilities arising out of or in connection with such use or sale.

### Force Majeure

The Company is not liable for failure to fulfill its obligations for any accepted Order or for delays in delivery due to causes beyond The Company's reasonable control including, but not limited to, acts of God, natural or artificial disaster, riot, war, strike, delay by carrier, shortage of Product, acts or omissions of other parties, acts or omissions of civil or military authority, Government priorities, changes in law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions, acts of terrorism, delays in transportation or inability to obtain labor,

materials or Products and Services through its regular sources, which shall be considered as an event of force majeure excusing The Company from performance and barring remedies for non-performance. In an event of force majeure condition, the The Company' time for performance shall be extended for a period equal to the time lost because of the force majeure condition without subjecting The Company to any liability or penalty. The Company may, at its option, cancel the remaining performance, without any liability or penalty, by giving notice of such cancellation to the Account Holder.

#### Technical Assistance or Advice

If technical assistance or advice are offered or given to Account Holder, such assistance or advice is given with assumption of reasonable expectations from Account Holder. The Company shall not be held liable for the content or Account Holder's use of such technical assistance or advice, nor shall any statement made by any of The Company' representatives in connection with the Products or Services constitute a representation or warranty, express or implied.

#### General

The laws of the State of Illinois will exclusively govern any dispute between The Company and Account Holder. Account Holder may not assign this Agreement without the prior written consent of The Company. The Company or its affiliates may perform the obligations under this Agreement. This Agreement is binding on successor and assigns. Products and Services, including software or other intellectual property, are subject to any applicable rights of third parties, such as patents, copyrights and/or user licenses.