

## **Terms and Conditions for An Average Game LLC**

**Effective Date: January 1, 2025**

Welcome! These Terms and Conditions ("Terms") govern your use of any games, applications, or services (collectively, the "Services") provided by An Average Game LLC ("we," "us," or "our"). By accessing or using any of our Services, you agree to be bound by these Terms. If you do not agree, you may not use our Services.

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### **1. Payments**

#### **1.1 Refund Policy**

All payments made within our Services are final. Refunds will only be issued at our sole discretion and only in exceptional circumstances, such as technical issues or service disruptions beyond your control.

#### **1.2 Payment Processing**

Payments are processed through third-party providers. By making a payment, you agree to comply with the terms and conditions of the applicable payment provider, such as **Stripe** or any other platform we may use for payment processing.

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### **2. In-App Purchases and Loss of Items**

#### **2.1 Loss of Purchased Items**

If any of our Services experience a malfunction, technical issue, or other unforeseen event that results in the loss of items or content you have purchased, we are not responsible for replacing or refunding the lost items. We recommend backing up any valuable data if possible.

#### **2.2 Data Integrity**

While we strive to maintain the stability and reliability of our Services, data loss or corruption may occur. We are not liable for any damages resulting from such issues, including the loss of in-game items, progress, or user data.

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### **3. Limitations of Liability**

#### **3.1 Service Disclaimer**

Our Services are provided "as is," without warranties of any kind, either express or implied. To the fullest extent permitted by applicable law, we disclaim all warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

#### **3.2 Liability Exclusion**

In no event shall we be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with your use of our Services or inability to use them, even if we have been advised of the possibility of such damages.

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#### **4. User Conduct**

You agree not to:

- Use our Services for any unlawful or prohibited purpose, including but not limited to fraud, harassment, or violating intellectual property rights.
- Interfere with the operation of our Services or attempt to access any data or information not intentionally made available to you, including exploiting any vulnerabilities in our system.
- Use cheats, hacks, or unauthorized third-party software to alter or manipulate gameplay.

We reserve the right to suspend or terminate any account that violates these guidelines at our sole discretion.

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#### **5. Account Termination**

We reserve the right to terminate any account at any time, for any reason, and without prior notice, including but not limited to violations of these Terms or unlawful activity. Upon termination, you will lose access to all associated content, and we may withhold any payments owed to you if applicable.

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#### **6. Modifications to the Terms**

We may modify these Terms at any time. Changes will be effective immediately upon posting, and the updated version will include a new effective date. By continuing to use our Services after such changes, you accept the revised Terms. It is your responsibility to review these Terms periodically for updates.

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#### **7. Governing Law and Dispute Resolution**

These Terms are governed by and construed in accordance with the laws of Ohio, without regard to its conflict of laws principles. Any disputes arising from these Terms or your use of our Services shall be resolved through binding arbitration in Ohio, unless otherwise required by applicable law.

If you are unable to resolve a dispute with us informally, you agree to submit to arbitration conducted by a neutral third party. The decision of the arbitrator will be final and binding.

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#### **8. Intellectual Property**

All content, including but not limited to the text, graphics, logos, software, and code provided through our Services, is the property of An Average Game LLC and is protected by intellectual property laws. You may not copy, reproduce, distribute, or otherwise use this content without our express permission.

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## **9. Contact Us**

If you have any questions or concerns about these Terms, please contact us at:  
**[admin@anaveragegame.com](mailto:admin@anaveragegame.com)**