

TERMS OF USE

IMPORTANT NOTICE: THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER THAT AFFECT YOUR LEGAL RIGHTS. PLEASE READ SECTION 18 CAREFULLY. YOU HAVE A LIMITED RIGHT TO OPT OUT.

BANKROLL IS A SELF-CUSTODY WALLET. WE DO NOT HOLD, CONTROL, OR HAVE ACCESS TO YOUR DIGITAL ASSETS, PRIVATE KEYS, OR SEED PHRASE. IF YOU LOSE YOUR SEED PHRASE OR IT IS COMPROMISED, YOU MAY IRRETRIEVABLY LOSE YOUR DIGITAL ASSETS. WE CANNOT RECOVER THEM FOR YOU.

1. Acceptance of Terms

InPlay Innovation Inc. (doing business as “Bankroll,” and referred to here as “Bankroll,” “we,” “us,” or “our”) provides the Bankroll mobile application, browser extension (if any), website, and related software, content, and services (collectively, the “Service”). The Service is a self-custody digital asset wallet and related functionality that allows users to generate and control their own cryptographic keys, hold supported digital assets, send and receive digital assets on supported blockchain networks, convert between U.S. dollars and a supported U.S. dollar–referenced stablecoin through a third-party issuer, swap supported digital assets through third-party decentralized exchange liquidity, and connect to third-party decentralized applications and partners.

By downloading, accessing, or using the Service, or by clicking to accept these Terms of Use (“Terms”) where that option is made available, you agree to be bound by these Terms and by our Privacy Policy, which is incorporated by reference. If you do not agree, do not access or use the Service.

The Service is offered only to residents of, and persons located in, the fifty United States and the District of Columbia.

2. Modification of Terms

Except for Section 18 (Binding Arbitration and Class Action Waiver), we reserve the right, at our sole discretion, to modify these Terms at any time. The most current version will be posted through the Service. If a modification is material, we will provide notice through the Service or to the email address associated with your account. Your continued use of the Service after a modification becomes effective constitutes your acceptance of the modified Terms.

3. Eligibility

By accessing or using the Service, you represent and warrant that:

- you are at least 18 years of age and have the legal capacity to enter into these Terms;
- you are a U.S. citizen or lawful U.S. resident with a valid U.S. address, physically located in one of the fifty United States or the District of Columbia;
- you are not a resident of, citizen of, located in, or otherwise ordinarily resident in any jurisdiction subject to comprehensive U.S. sanctions (including, without limitation, Cuba, Iran, North Korea, Syria, and the Russian-occupied regions of Crimea, Donetsk, Luhansk, and Zaporizhzhia);
- you are not identified on any list of prohibited or restricted parties maintained by the U.S. government (including the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control, the Foreign Sanctions Evaders List, the U.S. Department of Commerce's Denied Persons or Entity List, or any equivalent list), and you are not owned or controlled by any such person;
- you will not use the Service on behalf of, or for the benefit of, any person or entity described in the two preceding bullets;
- you will comply with all applicable laws and regulations in connection with your use of the Service, including anti-money laundering, counter-terrorist-financing, sanctions, tax, and securities laws; and
- if you are entering into these Terms on behalf of an entity, you have the authority to bind that entity.

We may require you to provide information or documentation to verify eligibility. If we determine that you do not meet the eligibility requirements of this Section, we may refuse, suspend, or terminate your access to the Service.

4. Registration and Account

4.1 Registration and Identity Verification

To use the Service, you must register for an account. You agree to provide accurate, current, and complete information during registration and to keep that information up to date. As a condition of access to the Service, you must complete identity verification, which is performed by a third-party identity verification provider and may include collection of government-issued identification, biometric data, and sanctions screening. Until verification is successfully completed, you will not be able to create a wallet, receive, send, or convert digital assets, or access other functionality of the Service.

You may only maintain one account. Each account may be owned and controlled by a single individual. If we determine that you have opened, maintained, used, or controlled more than one account, or provided false or misleading information, we may suspend or terminate any or all of your accounts.

4.2 Your Seed Phrase, Private Keys, and Authentication

The Service generates a cryptographic seed phrase and corresponding private keys on your device. These materials, together with any password, passkey, biometric, or other login credential you use to unlock the Service (collectively, your “Authentication Method”), are the sole means of accessing, controlling, and recovering your digital assets.

YOU ARE SOLELY RESPONSIBLE FOR SAFEGUARDING YOUR AUTHENTICATION METHOD. We do not store, have access to, or have the ability to recover, reset, or reissue your seed phrase or private keys. Anyone who obtains your Authentication Method may access and transfer your digital assets, and those transactions cannot be reversed. We strongly recommend that you back up your seed phrase through secure, offline means and never share it with anyone — including anyone who claims to represent Bankroll. We will never ask you for your seed phrase or private keys.

You are responsible for all activity that occurs through your Authentication Method, whether or not authorized by you. If you believe your Authentication Method has been compromised, you should immediately transfer your digital assets to a new wallet whose keys you control.

4.3 Username

You may select a username or handle to be used in connection with the Service. You may not use a username that infringes the rights of any third party, impersonates another person, promotes unlawful activity, or that we determine in our sole discretion is offensive, misleading, or associated with phishing, scamming, squatting, or impersonation. We may revoke, reclaim, or require you to change a username for any of these reasons or for any other reason in our sole discretion. Usernames may not be bought, sold, rented, or transferred. Your username and associated avatar, if any, may be visible to other users.

4.4 Communications

As a result of your use of the Service, you may receive transactional and commercial communications from us. You may opt out of commercial communications at any time by following the instructions in the message or by emailing support@inplayinnovation.com. We may continue to send you transactional and service-related communications to the extent permitted by applicable law.

5. The Service

5.1 Self-Custody Wallet

The Service allows you to generate and control a self-custody wallet and to receive, hold, and send supported digital assets on supported blockchain networks. We do not take custody of, exercise control over, or have the ability to transfer, freeze, or seize

any digital asset held in your wallet. All on-chain transactions are initiated by you and are broadcast to the applicable blockchain network. Once broadcast, transactions are irreversible and we cannot reverse, cancel, or modify them.

5.2 U.S. Dollar Conversion Through Third-Party Stablecoin Issuer

The Service integrates with one or more third-party stablecoin issuers (each, a “Stablecoin Issuer”) that are organized in the United States and are registered, licensed, or chartered under applicable U.S. federal or state law to issue U.S. dollar–referenced stablecoins (each, a “Stablecoin”) and to provide related services. It is our policy to integrate only with Stablecoin Issuers that are subject to U.S. regulatory oversight in connection with stablecoin issuance, reserve management, and redemption; we do not support unregulated, offshore, or algorithmic stablecoins. Through the Service, you may instruct the Stablecoin Issuer to (a) receive U.S. dollars from your verified bank account via ACH and mint a corresponding amount of Stablecoin into your self-custody wallet, or (b) redeem Stablecoin from your self-custody wallet for U.S. dollars sent by ACH to your verified bank account. These conversions are provided by the Stablecoin Issuer, not by us, and are subject to the Stablecoin Issuer’s own terms, privacy policy, identity verification requirements, and availability. We do not hold your U.S. dollars or your Stablecoin at any point. The Stablecoin is not issued, guaranteed, or insured by Bankroll. We make no representation that the Stablecoin will maintain any particular value or peg to the U.S. dollar.

5.3 Swaps

The Service may allow you to swap one supported digital asset for another. Swaps are executed peer-to-peer against liquidity provided by third-party decentralized exchanges, liquidity pools, or market makers. We do not execute trades on your behalf, we are not a counterparty to your trades, and we are not a broker-dealer, exchange, or money transmitter with respect to swaps. Swap quotes, prices, and fees are estimates provided by third parties and may change before execution. You are responsible for reviewing and approving the final terms of any swap before signing the transaction. You acknowledge that you may suffer losses due to price volatility, slippage, failed transactions, sandwich attacks, or other risks inherent in on-chain trading.

5.4 Connections to Third-Party Applications and Partners

The Service may allow you to connect your wallet to third-party decentralized applications, games, merchants, or other partners (“Third-Party Services”) and to sign transactions or messages requested by them. Third-Party Services are operated by parties unaffiliated with Bankroll and are governed by their own terms and privacy policies. You are solely responsible for reviewing the transactions and messages you sign. We do not control, endorse, or assume responsibility for any Third-Party Service, and we are not responsible for any loss arising from your use of or reliance on any Third-Party Service, including any fraudulent or malicious contract or application.

5.5 Supported Assets and Networks

The digital assets and blockchain networks supported by the Service may change at any time. A reference to any digital asset, token, or network in the Service does not constitute an endorsement of that asset or network. You acknowledge that anyone can create a token, including fake versions of existing tokens, and that you bear the risk of interacting with any particular asset, contract, or network.

5.6 No Rewards, Cards, or Partner-Program Activity

Any card-linked-offer, rewards, points, or partner-program features offered under the Bankroll brand are governed by separate terms applicable to those features. These Terms do not govern any such program.

6. Fees and Network Costs

We do not currently charge users direct fees for use of the Service. We reserve the right to introduce fees in the future; any such fees will be disclosed to you before you incur them. Regardless of whether we charge fees, you may incur:

- blockchain network fees (sometimes called “gas”) required to process on-chain transactions;
- fees, spreads, or slippage charged by or embedded in third-party liquidity providers, decentralized exchanges, or market makers in connection with swaps;
- fees charged by the Stablecoin Issuer or its banking partners in connection with ACH on-ramp or off-ramp activity; and
- any other fees charged by Third-Party Services.

Any fee, gas, price, or slippage estimate presented through the Service is an estimate only, provided as a convenience, and may differ from the amount actually paid. A transaction presented as “gasless” or sponsored may still require network fees to process. You are responsible for ensuring that your wallet has sufficient funds to complete any transaction. We are not responsible for losses arising from failed transactions, inaccurate fee estimates, or network congestion.

7. Acceptable Use

As a condition of your use of the Service, you agree that you will not, and will not permit any third party to:

- use the Service in violation of any applicable law or regulation, including anti-money laundering, counter-terrorist-financing, sanctions, export-control, tax, or securities laws;
- use the Service to transmit, receive, swap, or otherwise interact with digital assets that are the direct or indirect proceeds of criminal or fraudulent activity;
- use the Service to finance, facilitate, or conceal any unlawful activity, including fraud, market manipulation, terrorist financing, child sexual abuse material, human trafficking, or the sale of controlled substances;
- use the Service while located in, or on behalf of a person or entity in or ordinarily resident in, a sanctioned jurisdiction or on a prohibited- or restricted-party list;

- use a virtual private network, proxy, or similar means to disguise your location in order to access or use the Service;
- provide false, inaccurate, or misleading information in connection with identity verification or otherwise;
- maintain or control more than one account, or create or operate an account for another person;
- attempt to reverse engineer, decompile, disassemble, modify, or create derivative works of the Service, except to the extent such restriction is prohibited by applicable law;
- use any robot, scraper, script, or other automated means to access the Service, other than via any public API or integration expressly authorized by us;
- interfere with, disrupt, or attempt to gain unauthorized access to the Service or any server, network, or system connected to the Service, including by introducing malware, sending excessive traffic, or exploiting any vulnerability;
- circumvent, disable, or interfere with any security, geolocation, or access-control measure of the Service;
- use the Service to abuse, harass, impersonate, intimidate, threaten, or defraud any other user or third party, including through phishing or social engineering; or
- copy, imitate, or use our names, logos, or other trademarks without our prior written consent.

We may investigate and take appropriate action against any violation of this Section, including suspending or terminating your access to the Service and reporting the activity to relevant authorities.

8. Risk Disclosures

You acknowledge and agree that:

- digital assets are highly volatile, experimental, and speculative, and you may lose some or all of the value of any digital assets you hold;
- blockchain networks are decentralized, permissionless systems that we do not operate or control, and they may experience outages, forks, reorganizations, congestion, or security incidents that affect your ability to transact or the value of your assets;
- on-chain transactions are irreversible; once a transaction is signed and broadcast, we cannot cancel, reverse, or modify it, and funds sent to an incorrect address or to a malicious contract may be unrecoverable;
- smart contracts, including those associated with stablecoins, liquidity pools, decentralized exchanges, and Third-Party Services, may contain bugs, vulnerabilities, or malicious code, and may be exploited or drained;
- the Stablecoin, like any stablecoin, is subject to risks including issuer insolvency, banking partner failure, regulatory action, redemption halts, and de-pegging from the U.S. dollar;
- governmental or regulatory actions may restrict, suspend, or terminate your ability to access the Service or particular digital assets;
- advances in cryptography or computing (including the development of quantum computing) may compromise the security of blockchain networks and digital assets;
- you are solely responsible for determining the tax consequences of your transactions; we do not provide tax advice and do not issue tax forms with respect to your wallet activity;

- we are not registered with the U.S. Securities and Exchange Commission, the Commodity Futures Trading Commission, or any state securities or banking regulator as a broker-dealer, investment adviser, exchange, futures commission merchant, money transmitter, or money services business, and the Service is not an investment product or a bank account; and
- the Service is not protected by any deposit insurance (including FDIC or SIPC insurance).

9. No Professional Advice; No Fiduciary Duty

All information made available through the Service is for general informational purposes only and does not constitute legal, financial, investment, tax, or other professional advice. You should obtain independent professional advice before making any decision based on information obtained through the Service. Nothing in these Terms or the Service creates, or is intended to create, any fiduciary, advisory, agency, or trust relationship between you and us.

10. Warranty Disclaimers

THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BANKROLL AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS, AND SERVICE PROVIDERS (COLLECTIVELY, THE “BANKROLL PARTIES”) DISCLAIM ALL WARRANTIES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

THE BANKROLL PARTIES DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, SECURE, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, THAT ANY DEFECTS WILL BE CORRECTED, OR THAT ANY PARTICULAR DIGITAL ASSET, NETWORK, OR THIRD-PARTY SERVICE WILL REMAIN AVAILABLE. NO ADVICE OR INFORMATION OBTAINED FROM THE SERVICE OR FROM ANY BANKROLL PARTY CREATES ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

11. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE BANKROLL PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR DIGITAL ASSETS, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF THE SERVICE, WHETHER BASED

IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF A BANKROLL PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE BANKROLL PARTIES' TOTAL CUMULATIVE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE SERVICE SHALL NOT EXCEED ONE HUNDRED U.S. DOLLARS (US\$100.00).

THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

12. Indemnity

You agree to release, indemnify, defend, and hold harmless the Bankroll Parties from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) your use of or access to the Service; (b) your violation of these Terms; (c) your violation of any law or the rights of any third party; (d) your transactions with or through any Third-Party Service or Stablecoin Issuer; or (e) your acts or omissions involving any digital asset. We may, at our own expense, assume the exclusive defense and control of any matter subject to indemnification by you, in which case you agree to cooperate with our defense of that matter.

13. Feedback

If you provide us with any suggestions, ideas, improvements, or other feedback regarding the Service ("Feedback"), you grant us a non-exclusive, worldwide, perpetual, irrevocable, fully paid, royalty-free, sublicensable, and transferable license to use, reproduce, modify, distribute, and otherwise exploit the Feedback for any purpose, without any obligation to compensate you or obtain your approval.

14. Our Proprietary Rights

All right, title, and interest in and to the Service, including all associated intellectual property rights, are and will remain the exclusive property of Bankroll and its licensors. Except for the limited license expressly granted in Section 19, no right or license is granted to you under any patent, copyright, trademark, trade secret, or other intellectual property right of ours. You may not copy, modify, distribute, sell, lease, or create derivative works of any portion of the Service, except to the extent such restriction is prohibited by applicable law.

15. Third-Party Services and Links

The Service may contain links to, or integrations with, Third-Party Services. We provide these links and integrations solely as a convenience. We do not control, endorse, or assume responsibility for any Third-Party Service, and we are not responsible or liable for the availability, accuracy, content, products, services, or practices of any Third-Party Service. Your use of any Third-Party Service is at your sole risk and is subject to that service's own terms and privacy policy.

16. Termination and Suspension

We may suspend, restrict, or terminate your access to the Service, in whole or in part, at any time and in our sole discretion, with or without notice, including if we believe that you have violated these Terms, engaged in unlawful or fraudulent activity, provided false information, or if we are required to do so by applicable law or by a regulated partner. Upon suspension or termination, your right to access the Service will immediately cease, and you may lose access to features such as U.S. dollar on-ramp or off-ramp activity conducted through the Stablecoin Issuer's ACH rails.

Because the Service is self-custody, suspension or termination of your access to the Service does not affect your ability to access, transfer, or recover the digital assets in your wallet using your seed phrase in any compatible self-custody wallet software. We do not hold your digital assets and cannot seize, freeze, or withhold them.

You may stop using the Service and delete the Bankroll application at any time. You should retain your seed phrase before deleting the application, as the seed phrase is the only means of recovering access to the digital assets in your wallet.

The following Sections survive any termination of these Terms: 4.2, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, 19, 20, and 23.

17. Copyright Infringement Notices

If you believe that material accessible through the Service infringes your copyright, please provide our designated agent with a written notice containing:

- an electronic or physical signature of the person authorized to act on behalf of the copyright owner;
- a description of the copyrighted work you claim has been infringed;
- a description of where the allegedly infringing material is located within the Service;
- your address, telephone number, and email address;
- a statement that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Notices may be sent to:

InPlay Innovation Inc.
Attn: Copyright Agent
1212 Fifth St Ste 1 - 526 Santa Monica, CA 90401
Email: support@inplayinnovation.com

18. Binding Arbitration and Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY. IT REQUIRES YOU AND US TO RESOLVE DISPUTES THROUGH INDIVIDUAL ARBITRATION AND LIMITS THE WAYS IN WHICH YOU CAN SEEK RELIEF FROM US.

18.1 Informal Dispute Resolution

Before initiating arbitration, you and we agree to attempt to resolve any dispute informally. You must first send a written notice of dispute to support@inplayinnovation.com describing the nature and basis of your claim and the specific relief sought. You and we will then attempt in good faith to resolve the dispute for sixty (60) days after the notice is received. Neither party may initiate arbitration before the end of this informal resolution period.

18.2 Agreement to Arbitrate

Except as provided below, any dispute, claim, or controversy arising out of or relating to these Terms or your use of the Service (a "Dispute") that is not resolved through informal resolution shall be resolved exclusively through final and binding individual arbitration, rather than in court. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all Disputes, including the scope, enforceability, and interpretation of this arbitration agreement.

18.3 Arbitration Rules and Forum

The arbitration will be administered by JAMS under its Comprehensive Arbitration Rules and Procedures in effect at the time arbitration is initiated, or, if the amount in controversy is within the jurisdictional limits of its Streamlined Rules, under its Streamlined Arbitration Rules and Procedures. The arbitration will be conducted by a single neutral arbitrator, except as provided in Section 18.6. The arbitration will be conducted in English by videoconference, by telephone, or, if the arbitrator determines that an in-person hearing is required, at a location reasonably convenient to you within the United States.

18.4 Class Action Waiver

YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, COORDINATED, OR REPRESENTATIVE PROCEEDING. The arbitrator may not consolidate more than one person's claims and may not preside over any form of representative or class proceeding. If a court decides that this class action waiver is

unenforceable as to any particular claim or remedy, then that claim or remedy (and only that claim or remedy) will be severed from arbitration and may be brought in court, while all other claims will continue to be arbitrated.

18.5 Fees

Each party will bear its own attorneys' fees and costs, except as otherwise provided by JAMS rules or applicable law. Filing, administrative, and arbitrator fees will be allocated in accordance with the applicable JAMS rules.

18.6 Mass Arbitration

If twenty-five (25) or more individuals initiate substantially similar Disputes against us that are represented by the same or coordinated counsel, all such Disputes shall be administered under the JAMS Mass Arbitration Procedures then in effect, and the parties agree to the staged, batched resolution of claims as set forth in those procedures.

18.7 Exceptions

Notwithstanding the foregoing, either party may (a) bring an individual action in small claims court for any Dispute within that court's jurisdiction, and (b) seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of that party's intellectual property rights.

18.8 Thirty-Day Right to Opt Out

You may opt out of this arbitration agreement by sending written notice of your decision to opt out to InPlay Innovation Inc., 1212 Fifth St Ste 1 - 526 Santa Monica, CA 90401, or by email to support@inplayinnovation.com, within thirty (30) days after you first accept these Terms. Your notice must include your name, your address, the email address associated with your account, and a clear statement that you wish to opt out of arbitration under these Terms. If you opt out, the other provisions of these Terms will continue to apply.

18.9 Survival

This Section 18 survives termination of these Terms and your use of the Service.

19. Governing Law

These Terms and any Dispute are governed by the laws of the State of California, without regard to its conflict-of-laws rules. For any Dispute that is not subject to arbitration under Section 18, and for any action to compel arbitration or enforce an arbitration award, the parties consent to the exclusive jurisdiction of the state and federal courts located in Los Angeles County, California, and waive any objection to venue in those courts.

20. Application License

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to download and install a copy of the Bankroll application on a mobile device that you own or control, and to use the Service solely for your personal, non-commercial use. We reserve all rights in and to the Service not expressly granted to you. You will not use the Service on a jailbroken, rooted, or otherwise modified device, and you agree to promptly install updates we make available.

21. Additional Terms for iOS App

If you downloaded the Bankroll application from the Apple App Store, you acknowledge and agree that:

- these Terms are entered into between you and InPlay Innovation Inc. only, and not with Apple Inc. (“Apple”); InPlay Innovation Inc., and not Apple, is solely responsible for the application and its content;
- your license to use the application is limited to use on an Apple-branded device that you own or control and as permitted by the Usage Rules in the Apple Media Services Terms;
- Apple has no obligation to provide any maintenance or support for the application;
- in the event of any failure of the application to conform to any applicable warranty that has not been effectively disclaimed by these Terms, you may notify Apple, and Apple will refund the purchase price (if any) for the application; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation with respect to the application;
- InPlay Innovation Inc., and not Apple, is responsible for addressing any claims by you or any third party relating to the application, including product liability, failure to conform to legal or regulatory requirements, consumer protection, or intellectual property claims;
- InPlay Innovation Inc., and not Apple, is responsible for the investigation, defense, settlement, and discharge of any third-party claim that the application infringes that third party’s intellectual property rights; and
- you represent and warrant that you are not located in a country subject to a U.S. government embargo or designated as a “terrorist-supporting” country, and that you are not listed on any U.S. government list of prohibited or restricted parties.

Apple and its subsidiaries are third-party beneficiaries of these Terms with respect to the iOS application, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary.

22. Additional Terms for Android App

If you downloaded the Bankroll application from the Google Play Store, your use of the application is also subject to the Google Play Terms of Service. Google is not a party to these Terms and is not responsible for the application.

23. General

23.1 Entire Agreement

These Terms, together with our Privacy Policy and any additional terms we make available in connection with specific features, constitute the entire agreement between you and us with respect to the Service and supersede all prior or contemporaneous agreements, communications, and understandings regarding the Service.

23.2 Severability

If any provision of these Terms is held to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible, and the remaining provisions shall remain in full force and effect.

23.3 No Waiver

Our failure to enforce any provision of these Terms shall not constitute a waiver of that provision or of any other provision.

23.4 Assignment

You may not assign or transfer these Terms or any of your rights or obligations under these Terms without our prior written consent. We may assign these Terms in whole or in part at any time without notice or your consent.

23.5 Force Majeure

We will not be liable for any failure or delay in performance caused by events beyond our reasonable control, including acts of God, natural disasters, war, terrorism, civil unrest, pandemics, labor disputes, governmental action, network or blockchain outages, or failures of third-party service providers.

23.6 No Third-Party Beneficiaries

Except as expressly stated in Section 21 with respect to Apple, there are no third-party beneficiaries to these Terms.

23.7 Statute of Limitations

Any claim or cause of action arising out of or related to your use of the Service or these Terms must be filed within one (1) year after the claim or cause of action arose, or be forever barred, to the extent permitted by applicable law.

23.8 Notices

We may provide notices to you through the Service or by email to the address associated with your account. Notices to us may be sent to support@inplayinnovation.com or by mail to InPlay Innovation Inc., 1212 Fifth St Ste 1 - 526 Santa Monica, CA 90401.

23.9 Headings

Section headings are for convenience only and have no legal or contractual effect.

23.10 Contact

Questions regarding these Terms may be directed to support@inplayinnovation.com.