

END USER LICENSE AGREEMENT FOR RUGGED.CLUB

THIS END USER LICENSE AGREEMENT ("EULA") IS A LEGAL AGREEMENT BETWEEN YOU ("USER" OR "YOU") AND RUGGED CLUB, LLC, A WHOLLY OWNED SUBSIDIARY OF TALUS LABS, INC. (TOGETHER "TALUS," "COMPANY," "WE," OR "US") FOR THE RUGGED.CLUB SOFTWARE APPLICATION, INCLUDING ALL RELATED COMPONENTS, MEDIA, PRINTED MATERIALS, AND ONLINE OR ELECTRONIC DOCUMENTATION (COLLECTIVELY, THE "SOFTWARE").

BY DOWNLOADING, INSTALLING, ACCESSING, OR USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, DO NOT DOWNLOAD, INSTALL, ACCESS, OR USE THE SOFTWARE.

1. DEFINITIONS

"Account" means your registered user account for the Software that stores your profile information, preferences, and progress data. "Character Assets" means all AI characters, personalities, dialogue systems, storylines, character designs, animations, voice work, behavioral patterns, and related interactive content within the Software. "Game Data" means your saved progress, achievements, unlocked content, relationship meters, preferences, chat histories, and other data generated through your use of the Software. "Premium Content" means paid features, special scenes, exclusive storylines, character customization options, and other enhanced content requiring payment or special access. "Software" means the Rugged.Club application in any format including web-based platforms, mobile applications, desktop applications, or otherwise, including all updates, patches, modifications, and future versions. "Third-Party Services" means external platforms, payment processors, analytics services, social media integrations, or other services integrated with or accessible through the Software.

2. GRANT OF LICENSE

Subject to your compliance with this EULA and our Terms of Service, Talus and Rugged Club, LLC grant you a limited, personal, non-commercial, non-exclusive, non-transferable, revocable license to download, install, and use the Software on compatible devices for your personal entertainment purposes only. This license includes the right to access and interact with Character Assets through the Software's intended functionality, create and maintain an Account, generate and store Game Data in accordance with the Software's features, and access Premium Content for which you have paid applicable fees. You may install the Software on multiple devices that you own or control, subject to reasonable security measures and account verification procedures. This license does not grant you any ownership rights in the Software, Character Assets, or underlying intellectual property, and all rights not expressly granted herein are reserved by Talus and Rugged Club, LLC .

3. SOFTWARE USE RESTRICTIONS

You are strictly prohibited from copying, reproducing, distributing, publicly displaying, or making the Software available to third parties in any manner. You may not modify, adapt, translate, localize, or create derivative works of the Software or any component thereof. Reverse engineering, decompiling, disassembling, or attempting to derive

source code from the Software is expressly forbidden, as is any attempt to discover underlying algorithms, character personality frameworks, or proprietary technical implementations. You may not remove, alter, obscure, or tamper with any proprietary notices, labels, copyright marks, or licensing information contained within the Software.

You are prohibited from using the Software for any commercial purpose, including but not limited to operating gaming centers, charging others for access, or incorporating the Software into commercial products or services without express written consent from Talus or Rugged Club, LLC. Additionally, you may not rent, lease, lend, sell, redistribute, or sublicense the Software to any third party, nor may you use the Software to develop competing products or services.

4. CHARACTER AND CONTENT RESTRICTIONS

Character Assets represent substantial creative and technical investment by Talus and Rugged Club, LLC and are protected as confidential and proprietary information. You are strictly prohibited from extracting, copying, reproducing, or using Character Assets outside the Software environment for any purpose whatsoever. This includes creating derivative works based on Character Assets, attempting to replicate character personalities in other applications or platforms, using character likenesses or dialogue in other media, or developing competing character-based products or services.

You may not use any automated tools, bots, scripts, or artificial means to interact with characters or extract content from the Software. All character interactions must be conducted through the Software's intended user interface by actual human users. You are prohibited from attempting to reverse engineer character personalities, dialogue trees, behavioral patterns, or AI training methodologies used in the Software. Any attempt to circumvent content restrictions, unlock premium features without payment, or manipulate character interactions through technical means constitutes a material breach of this EULA.

5. TECHNICAL AND SECURITY RESTRICTIONS

You are prohibited from bypassing, circumventing, or attempting to defeat any security measures, access controls, digital rights management systems, or technical limitations implemented in the Software. This includes any attempt to gain unauthorized access to premium features, administrative functions, server infrastructure, or other users' accounts or data. You may not interfere with the Software's operation, servers, or network infrastructure through any means, including but not limited to denial of service attacks, excessive automated requests, or injection of malicious code.

The use of cheats, exploits, hacks, automation software, bots, or similar tools to gain unfair advantages or manipulate the Software's functionality is strictly prohibited. You may not attempt to overload or harm the Software's infrastructure through excessive usage patterns or technical attacks. Additionally, you are prohibited from using the Software in any manner that could damage, disable, overburden, or impair Talus's or Rugged Club, LLC's systems or interfere with other users' enjoyment of the Software.

6. INTELLECTUAL PROPERTY OWNERSHIP AND PROTECTION

Talus and Rugged Club, LLC own all rights, title, and interest in and to the Software, including all Character Assets, source code, graphics, audio, text, user interface

elements, and other content. This ownership encompasses all original character designs, personalities, dialogue systems, storylines, parody characters, satirical content, software architecture, algorithms, artificial intelligence training models, and visual design elements. The Software contains trade secrets, copyrighted works, trademarks, and other proprietary information developed through substantial investment of time, effort, and resources.

Character Assets, including both original creations and parody characters, represent unique artistic and technical achievements protected under intellectual property law. Even when characters are inspired by or parody real persons, the specific implementations, personalities, dialogue systems, and interactive elements are original works owned exclusively by Talus and Rugged Club, LLC. The underlying artificial intelligence systems, character behavior models, and interactive frameworks constitute valuable trade secrets and proprietary technology.

All feedback, suggestions, ideas, or content you provide regarding characters, gameplay, features, or improvements may be used by Talus and Rugged Club, LLC without compensation, attribution, or restriction. By providing such feedback, you grant Talus and Rugged Club, LLC a perpetual, irrevocable, worldwide, royalty-free license to use, modify, and incorporate such feedback into the Software or other products and services.

7. PARODY, SATIRICAL CONTENT, AND FAIR USE

The Software contains parody characters and satirical content created for entertainment, commentary, and artistic purposes. These characters are fictional artistic creations protected under fair use doctrines, parody protections, and free speech principles. While some characters may be inspired by or reference real persons, they are substantially transformed creative works that do not represent, endorse, or affiliate with any actual individuals. These parody characters are distinct intellectual property owned exclusively by and Rugged Club, LLC and are not intended to suggest any relationship with, endorsement by, or approval from real persons.

You acknowledge that parody characters are protected creative expression and that any attempt to use such characters outside the Software context would likely infringe Talus's and Rugged Club, LLC's intellectual property rights. The satirical and parodic nature of certain content does not diminish Talus's or Rugged Club, LLC's ownership rights or grant you any additional permissions beyond those explicitly stated in this EULA. You may not use parody characters, dialogue, or content in any external context, including social media, other applications, or derivative works.

8. SOFTWARE UPDATES AND MODIFICATIONS

Talus and Rugged Club, LLC reserve the right to provide updates, patches, modifications, or enhancements to the Software at any time and in its sole discretion. Such updates may add new features, characters, or storylines, modify existing gameplay mechanics or user interface elements, implement security improvements or bug fixes, optimize performance or compatibility, or remove or alter existing content or features. Some updates may be required for continued access to the Software, while others may be optional enhancements.

You agree to accept and install all required updates to continue using the Software effectively. Updates may require acceptance of modified terms or additional permissions. Talus and Rugged Club, LLC may automatically download and install updates to ensure security, functionality, and compatibility. You acknowledge that failure to install required updates may result in limited functionality or inability to access certain features of the Software.

Talus and Rugged Club, LLC make no guarantee that future updates will be compatible with your specific device configuration or that all features will remain available indefinitely. The Software may evolve significantly over time, and you agree that such evolution is within Talus's discretion as the Software owner and developer.

9. PLATFORM-SPECIFIC TERMS AND TECHNICAL REQUIREMENTS

When accessing the Software through web browsers, you acknowledge that functionality depends on browser compatibility, internet connectivity, and various web technologies including cookies, local storage, and JavaScript. The web application may have different features or limitations compared to mobile or desktop versions, and you accept these variations as inherent to web-based software delivery.

For mobile applications, the Software requires compatible mobile devices and operating systems as specified in app store listings or system requirements. The mobile application may access device features such as storage, network connectivity, camera, or microphone as disclosed in permission requests and privacy documentation. Mobile functionality is subject to app store terms and policies, which are incorporated by reference into this EULA. You acknowledge that mobile app performance may vary based on device specifications, network conditions, and operating system versions.

Cross-platform features, including account synchronization and progress sharing between devices, are subject to technical limitations and may not be available in all circumstances. Talus and Rugged Club, LLC make reasonable efforts to maintain cross-platform compatibility but does not guarantee seamless synchronization or identical feature sets across all platforms. Platform-specific features may vary based on technical capabilities and platform requirements.

10. GAME DATA MANAGEMENT AND ACCOUNT ADMINISTRATION

Your Game Data, including progress, achievements, character relationships, and preferences, is stored on Talus or Rugged Club, LLC -controlled servers and may be backed up across multiple systems for reliability and performance. While Talus or Rugged Club, LLC implement reasonable data protection measures, you acknowledge that technical issues, server failures, account terminations, or other factors beyond Talus's or Rugged Club, LLC's control may result in Game Data loss. Talus and Rugged Club, LLC strongly recommend that you do not rely on the Software as the sole repository for any irreplaceable information.

Talus and Rugged Club, LLC reserve the right to suspend, restrict, modify, or terminate your Account and access to the Software for violations of this EULA or Terms of Service, suspected fraudulent or abusive activity, technical or security reasons requiring account protection, extended periods of inactivity, or discontinuation of Software or services.

Account actions may be temporary or permanent based on the severity and nature of the circumstances involved.

Upon account termination or suspension, you may lose access to Game Data, Premium Content, achievements, and other account-associated benefits. Talus and Rugged Club, LLC are not obligated to provide data export functionality or compensation for lost access, though reasonable efforts may be made to preserve user data where technically feasible and legally permissible.

11. THIRD-PARTY SERVICES AND INTEGRATIONS

The Software may integrate with or provide access to Third-Party Services for payments processing, social media sharing, analytics and performance monitoring, customer support, or enhanced functionality. Your use of such services is governed by their respective terms of service and privacy policies, which you are responsible for reviewing and accepting. Talus and Rugged Club, LLC are not responsible for Third-Party Services' practices, availability, security, or compliance with applicable laws.

Third-party payment processors handle financial transactions according to their own security standards and policies. Talus and Rugged Club, LLC do not store complete payment information and relies on industry-standard payment security practices implemented by qualified payment service providers. Social media integrations may share certain Software usage information according to your privacy settings and the policies of respective social media platforms.

Analytics services may collect aggregated usage information to help improve Software performance and user experience. Such data collection is conducted in accordance with our Privacy Policy and applicable privacy laws. You acknowledge that disabling certain Third-Party Services may limit Software functionality or prevent access to specific features.

12. PRIVACY, DATA COLLECTION, AND ARTIFICIAL INTELLIGENCE

The Software collects and processes various types of data as described in our Privacy Policy, including account and profile information you provide during registration, gameplay data including character interactions and progress, device and technical information necessary for Software operation, usage analytics and performance metrics for improvement purposes, and communication data from support interactions or feedback submissions.

Character interaction data, including conversation logs, choice patterns, and behavioral preferences, may be used to improve artificial intelligence functionality, develop new content and features, enhance character personalities and responses, and create better user experiences. This data is processed in accordance with applicable privacy laws and our Privacy Policy, with appropriate security measures to protect your information.

You acknowledge that artificial intelligence systems require data to function effectively and that your interactions contribute to the overall improvement of the Software's AI capabilities. While personal identification is removed from AI training data where possible, your usage patterns and preferences may inform future character development and Software enhancements.

13. DISCLAIMERS AND RISK ACKNOWLEDGMENTS

Character Assets are powered by algorithms or artificial intelligence technology that may produce unexpected, inappropriate, inaccurate, or offensive responses despite content moderation efforts and safety measures. Character interactions are generated by computer systems and do not constitute professional advice of any kind, including medical, legal, financial, or relationship advice. You acknowledge that AI-generated content may contain errors, biases, or inappropriate material, and you use such content at your own discretion and risk.

The Software is provided "AS IS" and "AS AVAILABLE" without warranties of any kind, whether express or implied. Talus and Rugged Club, LLC specifically disclaims all warranties including merchantability, fitness for a particular purpose, non-infringement, accuracy, reliability, and uninterrupted operation. No warranty is made that the Software will meet your requirements, operate without interruption, be error-free, or be compatible with all hardware and software configurations.

You acknowledge and accept various risks associated with software use, including potential data loss due to technical failures, security vulnerabilities that may expose personal information, compatibility issues with your devices or systems, service interruptions due to maintenance or technical problems, and changes to features or functionality through updates. You are responsible for implementing appropriate backup and security measures for your devices and data.

14. LIMITATION OF LIABILITY AND DAMAGES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TALUS'S AND RUGGED CLUB, LLC'S TOTAL LIABILITY ARISING FROM THIS EULA, YOUR USE OF THE SOFTWARE, OR ANY RELATED CLAIMS SHALL NOT EXCEED THE GREATER OF THE AMOUNT YOU PAID FOR THE SOFTWARE AND PREMIUM CONTENT IN THE TWELVE MONTHS PRECEDING THE CLAIM, OR ONE HUNDRED DOLLARS (\$100). THIS LIMITATION APPLIES REGARDLESS OF THE THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE.

TALUS AND RUGGED CLUB, LLC SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUE, LOST DATA, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF GOODWILL, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. THIS LIMITATION APPLIES EVEN IF TALUS OR RUGGED CLUB, LLC HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Some jurisdictions do not allow the exclusion or limitation of certain damages, so these limitations may not apply to you to the extent prohibited by applicable law. In such jurisdictions, Talus's or Rugged Club, LLC's liability is limited to the maximum extent permitted by law while still providing you with meaningful legal protections.

15. EXPORT COMPLIANCE AND INTERNATIONAL USE

The Software and related technology may be subject to export control laws and regulations of the United States and other jurisdictions. You agree to comply with all applicable export and import laws and regulations and will not export, re-export, transfer, or make available the Software to prohibited countries, entities, or individuals as designated by relevant authorities. You represent that you are not located in, under the control of, or a national or resident of any country subject to comprehensive sanctions.

If you access the Software from outside the United States, you are responsible for compliance with local laws and regulations in your jurisdiction. The Software may not be available in all countries or regions, and certain features may be restricted based on local legal requirements. You acknowledge that internet transmissions are not entirely secure and that your communications and data may be subject to interception or monitoring by third parties.

16. TERM, TERMINATION, AND SURVIVAL

This EULA is effective upon your first access to the Software and continues until terminated by either party. You may terminate this EULA at any time by discontinuing use of the Software, deleting all copies from your devices, and closing your Account through available mechanisms. Talus or Rugged Club, LLC may terminate this EULA immediately upon notice for any material breach, at any time with reasonable notice for non-breach reasons, or immediately without notice for suspected illegal activity or security threats.

Upon termination for any reason, your license to use the Software immediately expires, and you must cease all use and delete all copies of the Software from your devices. You forfeit access to Game Data, Premium Content, achievements, and other account-associated benefits, with no right to refund or compensation except as required by applicable law. Sections of this EULA regarding intellectual property ownership, disclaimers, limitation of liability, indemnification, dispute resolution, and other provisions that by their nature should survive termination shall remain in effect.

17. DISPUTE RESOLUTION AND ARBITRATION

Any disputes, claims, or controversies arising from or relating to this EULA, the Software, or your use thereof shall be resolved through binding arbitration administered by the American Arbitration Association under its Consumer Arbitration Rules. Arbitration proceedings shall take place in Delaware, United States, and shall be conducted in English. The arbitrator's decision shall be final and binding, and judgment may be entered in any court of competent jurisdiction.

You and Talus or Rugged Club, LLC agree that any arbitration shall be conducted on an individual basis and not as part of a class, consolidated, or representative action. You waive any right to participate in class actions or collective proceedings against Talus or Rugged Club, LLC. Any claim or dispute must be filed within one year after the cause of action arises, or such claim shall be forever barred.

This arbitration provision does not prevent either party from seeking injunctive relief in court for intellectual property violations or other equitable remedies where appropriate.

Small claims court proceedings are also excluded from mandatory arbitration if they fall within that court's jurisdiction limits.

18. GOVERNING LAW AND JURISDICTION

This EULA is governed by and construed in accordance with the laws of the State of Delaware, United States, without regard to conflict of law principles that might apply the laws of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this EULA. Any litigation not subject to arbitration shall be conducted exclusively in the state and federal courts located in Delaware, and you consent to personal jurisdiction in such courts.

19. ENTIRE AGREEMENT AND MODIFICATIONS

This EULA, together with our Terms of Service and Privacy Policy found at <https://talus.network/terms-and-conditions> and <https://talus.network/privacy-policy> constitutes the complete and exclusive agreement between you and Talus regarding the Software, superseding all prior or contemporaneous communications, representations, or agreements relating to the subject matter hereof. No modification of this EULA shall be effective unless made in writing and signed by authorized representatives of both parties, except that Talus or Rugged Club, LLC may modify this EULA by providing notice through the Software, email, or our website, with such modifications becoming effective upon continued use of the Software.

20. SEVERABILITY AND WAIVER

If any provision of this EULA is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, or if such modification is not possible, such provision shall be severed from this EULA. The remaining provisions shall continue in full force and effect. No waiver of any breach or default under this EULA shall be deemed a waiver of any subsequent breach or default, and any waiver must be in writing and signed by the party against whom such waiver is sought to be enforced.

21. CONTACT INFORMATION AND SUPPORT

For questions about this EULA, technical support issues, account problems, or other inquiries, you may contact us at hi@rugged.club or through our customer support channels available within the Software or on our website. We will make reasonable efforts to respond to legitimate inquiries in a timely manner, though response times may vary based on inquiry volume and complexity.

BY DOWNLOADING, INSTALLING, ACCESSING, OR USING THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS EULA IN ITS ENTIRETY, UNDERSTAND ITS TERMS AND IMPLICATIONS, AND AGREE TO BE LEGALLY BOUND BY ALL PROVISIONS CONTAINED HEREIN.