

TERMS AND CONDITIONS FOR RUGGED.CLUB

PLEASE READ THESE TERMS AND CONDITIONS ("TERMS") CAREFULLY AS THEY GOVERN YOUR ACCESS TO AND USE OF THE RUGGED.CLUB PLATFORM AND SERVICES OFFERED BY RUGGED CLUB, LLC, A WHOLLY OWNED SUBSIDIARY OF TALUS LABS, INC. (TOGETHER WITH RUGGED CLUB, LLC AND TALUS LABS, INC. "TALUS," "COMPANY," "WE," OR "US").

IMPORTANT NOTICE REGARDING ARBITRATION: WHEN YOU AGREE TO THESE TERMS YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND TALUS THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 17 "DISPUTE RESOLUTION" BELOW FOR DETAILS REGARDING ARBITRATION.

IMPORTANT NOTICE: BY ACCESSING, DOWNLOADING, OR USING THE RUGGED.CLUB PLATFORM, YOU AGREE TO BE BOUND BY THESE TERMS AND OUR <https://rugged.club/license-agreement>. IF YOU DO NOT AGREE TO THESE TERMS OR THE LICENSE AGREEMENT, DO NOT ACCESS OR USE THE RUGGED.CLUB PLATFORM.

1. DEFINITIONS

"Content" means any content, materials, artwork, designs, logos, names, marks, characters, storylines, narratives, and other intellectual property associated with the Rugged.Club platform.

"Digital Wallet" means a software-based system that allows you to store, send, and receive digital assets on supported blockchain networks.

"License Agreement" means the separate agreement governing the intellectual property rights and licenses associated with Rugged.Club content, available at [**https://rugged.club/license-agreement**](https://rugged.club/license-agreement).

"Platform" means the Rugged.Club web application, mobile applications, and related services.

"Characters" means the algorithmically or AI-powered fictional personalities available for interaction on the Platform.

"Premium Content" means paid features, special scenes, unlockable content, and other premium services offered through the Platform.

2. ELIGIBILITY AND REQUIREMENTS

You must be at least eighteen (18) years old to access or use the Rugged.Club Platform. You represent and warrant that you have the legal capacity to agree to these Terms and that you are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United States Security Council, the U.S. Government (including the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury and the Entity List of the U.S. Department of Commerce), the European Union or its member states, or other applicable government authority.

Furthermore, you represent that you are not located in any country subject to a comprehensive sanctions program implemented by the United States, and that your use of the Platform complies with all applicable laws and regulations in your jurisdiction.

If you are accessing or using the Platform on behalf of a legal entity, you represent and warrant that the entity is duly organized and validly existing under applicable laws, that you have the right, power, and authority to act on behalf of the entity, and that both you and the entity will be bound by these Terms.

3. PLATFORM DESCRIPTION AND PURPOSE

Rugged.Club is an interactive social chatting simulator platform featuring algorithmically or AI-powered characters in choice-based romantic and engaging narratives. The Platform serves as entertainment and may provide pathways to other Talus Labs Inc. ecosystem products and services. Characters may include both original creations and parody characters based on public figures.

You acknowledge that the Platform is provided for entertainment purposes only and that Characters are fictional AI creations. The Platform is not intended to provide real dating services, relationship advice, or therapeutic counseling.

4. ACCOUNT CREATION AND RESTRICTIONS

To access certain features of the Platform, you may be required to create an account. You agree to provide accurate, current, and complete information during registration and to update such information as necessary. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.

Each user is limited to one (1) account. You may not create multiple accounts, share accounts with others, or transfer your account to another person without our express written consent.

5. PLATFORM ACCESS AND USAGE

Access to the Platform is provided on a limited, non-exclusive, non-transferable basis. You may access and use the Platform for personal, non-commercial entertainment purposes only. Your use of the Platform is subject to these Terms and all applicable laws and regulations.

We reserve the right to modify Platform features, add or remove Characters, change storylines, implement technical restrictions, and update the Platform at any time in our sole discretion.

6. PREMIUM CONTENT AND PAYMENTS

Certain features of the Platform may require payment ("Premium Content"). Premium Content may include special scenes, unlockable storylines, character customization options, and other enhanced features.

All payments for Premium Content are final and non-refundable except as required by applicable law. Prices for Premium Content may change at any time without prior notice. You are responsible for all applicable taxes associated with your purchases.

7. INTELLECTUAL PROPERTY AND CONTENT

All Content associated with the Platform, including Characters, storylines, artwork, and related materials, is owned by Rugged Club, LLC and protected by applicable intellectual property laws. Your use of the Platform does not grant you ownership of any Content.

Subject to these Terms, we grant you a limited, personal, non-commercial, non-exclusive, non-transferable license to access and use the Platform Content solely for your personal entertainment. This license does not include the right to reproduce, distribute, modify, or create derivative works from Platform Content.

Parody Characters are created for satirical and entertainment purposes and constitute fair use under applicable copyright law. We do not claim ownership of the likeness of real persons but assert ownership in our original creative expression and presentation of parody characters.

PARODY AND SATIRICAL CONTENT DISCLAIMER: The Platform may feature characters that are caricatures, parodies, or satirical representations inspired by real-life public figures. These characters are fictional artistic creations intended solely for entertainment, comedy, and satirical commentary. They are substantially transformed creative works that do not represent, endorse, or speak for any real persons. Any resemblance to actual persons, living or dead, is purely coincidental in the context of our artistic and satirical expression. Neither Talus Labs, Inc. nor Rugged Club, LLC intends to represent, impersonate, or suggest any affiliation with, endorsement by, or approval from any real persons. These parody characters are protected artistic expression under applicable fair use and parody doctrines. All parody characters are clearly fictional and should not be interpreted as factual representations of any real individuals.

8. USER-GENERATED CONTENT

The Platform may allow you to submit, upload, or share content such as character creation suggestions, feedback, or other materials ("User Content"). By submitting User Content, you grant Talus and Rugged Club, LLC a worldwide, royalty-free, perpetual, irrevocable license to use, reproduce, modify, adapt, publish, distribute, and display such content in connection with the Platform.

You represent and warrant that you own or have the necessary rights to submit User Content and that such content does not infringe any third-party rights.

9. REFERRAL PROGRAM

The Platform may include referral programs that reward users for inviting others to join. Referral rewards are subject to program terms, may be modified or discontinued at any time, and must be earned through legitimate referrals. Fraudulent referral activity may result in account termination and forfeiture of rewards.

10. CONNECTION TO TALUS ECOSYSTEM

Popular Characters from the Platform may be selected for tokenization on other Talus platforms such as IDOL.fun. Your engagement with Characters on the Platform does not guarantee tokenization or provide any ownership rights in potential future tokens. Any tokenization would be subject to separate terms and conditions.

11. RISKS AND DISCLAIMERS

The Platform is provided on an "AS IS" and "AS AVAILABLE" basis without any representation or endorsement and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

You acknowledge that AI Characters may produce unexpected, inappropriate, or offensive responses despite content moderation efforts. Character interactions are generated by artificial intelligence and do not represent real human communication or advice.

DISCLAIMER OF WARRANTIES: THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TALUS AND RUGGED CLUB, LLC SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, QUIET ENJOYMENT, ACCURACY OF DATA, AND SYSTEM INTEGRATION.

12. USER CONDUCT AND RESTRICTIONS

You agree not to use the Platform for any illegal purpose or in any manner that would infringe or violate the intellectual property rights of Talus or Rugged Club, LLC or any third party. Prohibited activities include:

- Attempting to reverse engineer or extract Character personalities or storylines
- Using automated systems or bots to interact with the Platform
- Sharing account credentials or attempting to circumvent usage restrictions
- Harassing other users or attempting to exploit Platform features
- Creating content that violates applicable laws or community standards
- Attempting to manipulate referral programs or other Platform features

13. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER TALUS NOR RUGGED CLUB, LLC SHALL NOT BE LIABLE FOR ANY INDIRECT DAMAGES, INCIDENTAL DAMAGES, SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES, LOST PROFITS, LOST REVENUE, LOST DATA, LOSS OF USE, LOSS OF GOODWILL, PERSONAL INJURY, OR PROPERTY DAMAGE ARISING OUT OF OR RELATED TO YOUR USE OF THE PLATFORM OR THESE TERMS.

IN NO EVENT SHALL TALUS'S OR RUGGED CLUB, LLC'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO YOUR USE OF THE PLATFORM EXCEED THE LESSER OF (I) THE AMOUNT YOU PAID TO TALUS OR RUGGED CLUB, LLC IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR (II) ONE HUNDRED U.S. DOLLARS (\$100).

14. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Talus, Rugged Club, LLC, and their respective officers, directors, employees, agents, affiliates, successors, and assigns

from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your breach of these Terms, your use of the Platform, your violation of any law or regulation, or your violation of any third-party rights.

15. TERM AND TERMINATION

These Terms commence upon your first access to the Platform and continue until terminated. Talus or Rugged Club, LLC may terminate or suspend your access to the Platform at any time for breach of these Terms, if required by law, or if continued provision of services becomes impractical.

Upon termination, your rights under these Terms will cease, you must discontinue use of the Platform, and sections that by their nature should survive will survive.

16. PRIVACY AND DATA PROTECTION

Talus or Rugged Club, LLC may collect and process personal data as described in our Privacy Policy, including usage information, communication data, and interaction patterns. Your use of the Platform constitutes acceptance of our data collection and processing practices as described in our Privacy Policy.

17. CHANGES TO TERMS

Talus and Rugged Club, LLC reserves the right to modify these Terms at any time in its sole discretion. Any changes will be effective immediately upon posting the updated Terms. Your continued use of the Platform following any modification constitutes acceptance of those modifications.

18. GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of Delaware, without regard to its conflict of law provisions. You agree that any dispute arising from or relating to these Terms shall be subject to the exclusive jurisdiction of the state and federal courts located in Delaware.

19. DISPUTE RESOLUTION

Any dispute, claim, or controversy arising out of or relating to these Terms or the Platform shall be settled by binding arbitration. The arbitration will be administered by the American Arbitration Association (AAA) in accordance with AAA Consumer Arbitration Rules. The arbitration shall take place in Delaware, and judgment on the award may be entered in any court of competent jurisdiction.

You and Talus agree that any arbitration shall be conducted on an individual basis and not in a class, consolidated, or representative action. Any claim or dispute must be filed within one (1) year after the occurrence of the event giving rise to such claim or dispute.

20. MISCELLANEOUS

These Terms, together with the License Agreement and Privacy Policy, constitute the sole and entire agreement between you, Talus, and Rugged Club, LLC regarding the Platform. If any provision of these Terms is held invalid or unenforceable, such provision shall be revised to the extent necessary to make it valid and enforceable, and the remaining provisions shall remain in full force and effect.

Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. You may not assign or transfer any rights hereunder without Talus or Rugged Club's prior written consent. Talus or Rugged Club, LLC may assign its rights and obligations under these Terms, in whole or in part, without your consent.