

# Terms of Service

**Effective Date: August 09, 2025**

These Terms of Service ("Terms") govern your access to and use of the Playr mobile application (the "App"), operated by Playr, a Delaware C Corporation based in the USA, and available at [plyr.fun](https://plyr.fun) or through app stores. By downloading, accessing, or using the App, you agree to be bound by these Terms, our Privacy Policy (available at <https://plyr.fun/privacy>), and any additional terms referenced herein. If you do not agree, do not use the App.

We may update these Terms from time to time. We will notify you of material changes by posting the updated Terms in the App and updating the "Effective Date" above. Your continued use of the App after such changes constitutes your acceptance of the revised Terms. Playr complies with the policies of the Apple App Store and Google Play Store.

## 1. Description of the App

Playr is a consumer app that facilitates the buying and selling of memecoin-like tokens. These memecoins trade based on public news, trends, headlines, events, and statistics related to public sporting activities and social trends. The App is provided solely for entertainment purposes, allowing users to engage with social trends and support fan movements in a fun, speculative manner.

### Important Disclaimers:

- **Entertainment Only:** Use of the App is for entertainment purposes only. There is no expectation of profit, and users participate at their own risk. Memecoins are highly volatile and sensitive to social trends, news, and public events. Prices may fluctuate dramatically, and there is a significant risk of loss of funds. Profit is neither guaranteed nor expected.
- **Not an Investment:** Memecoins on the App do not constitute securities or investment contracts under applicable laws, including the Howey test. There is no common enterprise; users do not invest funds into Playr or any pooled venture. Instead, users transfer funds directly into their own self-custodial wallets and engage in peer-to-peer trading based on speculation and viral trends, not from the efforts of Playr or any third party. Playr does not promote the App as a method of making money or achieving durable financial gains.
- **Not Gambling:** The App is not a gambling platform. It is a method for users to follow social trends, analyze public statistics, and enjoy sporting events responsibly. Users are encouraged to play responsibly and not use the App for reckless financial activities.

## 2. Eligibility

You must be at least 18 years old to use the App. By using the App, you represent that you meet this age requirement and are legally capable of entering into binding contracts. The App is intended for users in the USA, and access may be restricted in certain jurisdictions due to legal requirements. KYC (Know Your Customer) verification may be required for deposits or transactions through third-party payment providers, as mandated by those providers or applicable regulations.

## 3. Account Registration and Security

To use the App, you must create an account by providing accurate, real human information, including your name, email, and phone number via registration forms. You may not impersonate another person, use false information, or create an account on behalf of someone else.

You are responsible for maintaining the confidentiality of your account credentials and for all activities under your account. Notify us immediately of any unauthorized access at [playrhelphelp@gmail.com](mailto:playrhelphelp@gmail.com). Playr reserves the right to suspend or terminate accounts for violations of these Terms. Users may not create multiple accounts or use automated tools (e.g., bots) to interact with the App.

## 4. Nominative Fair Use

Any references to athletes, teams, leagues, or related trademarks within the Playr App (the "App") are made solely under the principles of nominative fair use as recognized under U.S. trademark law. Nominative fair use permits the limited use of a third party's trademark when such use is necessary to identify or describe the trademark owner's goods, services, or public activities, provided that the use does not imply sponsorship, endorsement, or affiliation by the trademark holder.

In accordance with established legal precedents, such as *New Kids on the Block v. News America Publishing, Inc.*, 971 F.2d 302 (9th Cir. 1992), Playr's use of any such trademarks adheres to the following criteria:

1. **Necessity of Identification:** The athletes, teams, or leagues referenced cannot be readily identified or discussed in the context of public news, trends, headlines, events, statistics, or social trends without using the relevant trademarks. These references are essential for users to engage with and understand the speculative, entertainment-based memecoins inspired by publicly available information related to sporting activities.
2. **Limited Use:** Playr uses only as much of the trademark as is reasonably necessary for descriptive purposes. No excessive or ornamental use is made beyond what is required for identification and contextual discussion within the App.

3. **No Suggestion of Endorsement:** Playr does nothing in conjunction with these references that would suggest sponsorship, endorsement, affiliation, or approval by the athletes, teams, leagues, or any related entities. All such references are accompanied by clear disclaimers, and the App explicitly states that memecoins are user-driven, peer-to-peer speculations based on viral trends and public data, not official products or investments.

Playr does not claim any ownership or rights in these trademarks, which remain the exclusive property of their respective owners. This nominative use is intended solely for informational, descriptive, and entertainment purposes, facilitating user engagement with social and cultural phenomena surrounding sports without infringing on trademark rights.

## Disclaimer Regarding Rights of Publicity and NIL Rights

In addition to trademark considerations, Playr respects the rights of publicity and Name, Image, and Likeness (NIL) rights of all individuals, including professional athletes. The right of publicity, recognized under various state laws (e.g., California Civil Code § 3344 and analogous statutes in other jurisdictions), protects against the unauthorized commercial exploitation of an individual's identity for profit.

Playr does not use, monetize, or exploit the NIL rights of any athlete or public figure. Memecoins available on the App are conceptual digital assets inspired by publicly available, non-proprietary information such as news articles, social media trends, public statistics, and general events. These memecoins:

- Do not incorporate or reference any athlete's, image, likeness, photograph, biometric data, or personally identifiable information in a manner that constitutes commercial appropriation.
- Are not official NIL assets and do not trade based solely on an individual's personal NIL value or performance in isolation.
- Are explicitly disassociated from any real-world individuals through the App's terms, which emphasize that all App Assets are fictional constructs with any resemblance being coincidental and unintentional (as detailed in Section 4 of these Terms).

Users are prohibited from attributing any memecoin or App Asset to a specific real individual in a way that implies endorsement, affiliation, or identity. Playr's platform operates as a neutral facilitator for entertainment-based speculation on broader social trends, not as a vehicle for NIL commercialization, unless explicitly stated. Should any user-generated content violate these principles, Playr reserves the right to remove it immediately pursuant to Section 10 (Fair Play & Conduct).

This approach aligns with First Amendment protections for expressive and transformative uses of public information, ensuring that the App's operations do not infringe upon publicity rights while promoting responsible, non-commercial engagement. Playr recommends that users

consult independent legal counsel regarding their own activities on the App to ensure compliance with applicable laws.

By using the App, you acknowledge and agree to these principles and disclaimers, and you represent that your interactions will not misuse third-party intellectual property or publicity rights in violation of these Terms or applicable law. Playr disclaims any liability for user actions that contravene these guidelines, as further outlined in Sections 13 (Liability & Disclaimers) and 16 (Limitation of Liability).

## **5. Security of Wallets and Responsibility for Private Key Management**

Access to App Assets distributed via blockchain infrastructure is predicated on exclusive control of the digital wallet to which those assets are delivered. Such control is determined solely through possession and secure management of private cryptographic keys, passwords, and other access credentials (collectively, “Wallet Credentials”). This is consistent with the decentralized and self-custodial nature of blockchain systems and aligns with evolving international best practices on digital asset security.

All individuals receiving or in possession of App Assets should implement and maintain commercially reasonable, appropriate, and industry-standard security measures to safeguard:

- Devices (including hardware wallets, mobile phones, and computers) that store or access Wallet Credentials;
- Backup mechanisms, seed phrases, and recovery tools;
- Passwords, biometric access controls, and authentication methods.

Failure to maintain the integrity and confidentiality of Wallet Credentials may result in permanent loss of access to the associated App Assets. The Company has no ability to recover, reset, reissue, or otherwise restore access to any App Asset lost due to user error, compromised credentials, misrouted transactions, or damage to or loss of storage devices.

You expressly understand and agree that:

- App Assets are non-refundable, and
- The Company shall bear no liability—whether in contract, tort, equity, or otherwise—for any losses arising from your failure to secure their Wallet Credentials, or from unauthorized access to your wallet(s).

This includes, but is not limited to, situations where the App Assets become non-transferable, inaccessible, or unusable due to loss, theft, deletion, or technical incompatibility of the wallet. The Company encourages all users to seek professional advice on secure wallet management and are solely responsible for any associated operational risks.

## 6. Company's Use of Proceeds

All proceeds generated from the sale of App Assets—including through Pack Sales or any other distribution method—shall be used by the Company at its sole and absolute discretion. Users understand and agree that the Company has no obligation to allocate these proceeds toward any specific project, initiative, or development roadmap, and that such funds are not held in trust or segregated for the benefit of Users.

## 7. No Claim, Loan, Equity, or Legal Interest

Purchasing App Assets does not entitle the buyer to:

- Any ownership, equity, or debt claim against the Company or its affiliates;
- Any rights to Company revenues, profits, intellectual property, or decision-making processes;
- Any participation in governance, voting, or liquidation procedures;
- Any claim against other digital or physical assets developed by the Company.

The transaction is strictly limited to the acquisition of the specified App Assets for personal or in-platform use and shall not be interpreted as a financial investment or speculative instrument.

## 8. No Representations or Warranties

The Company expressly disclaims all warranties, express or implied, including, but not limited to:

- **Title and Ownership:** No assurance is made regarding the legality or enforceability of ownership over digital assets.
- **Merchantability or Fitness for a Particular Purpose:** The Company makes no claims as to the utility, functionality, or suitability of the App Assets for any purpose, including potential resale or usage beyond the Platform.
- **Continued Access or Support:** The Company does not guarantee uninterrupted access to the Platform or ongoing support for App Assets.

Users must provide a valid, accurate, and compatible digital wallet address. The Company disclaims any liability for failure of delivery resulting from erroneous wallet addresses, wallet incompatibility, or third-party service errors.

## 9. Use of the App

Subject to these Terms, Playr grants you a limited, non-exclusive, non-transferable license to use the App for personal, entertainment purposes. You may:

- Buy and sell memecoins inspired by public athlete-related trends.
- Engage with the community by commenting, liking, and voting on tokens and related initiatives within the App.

All user-generated content (e.g., comments) must comply with these Terms. By submitting content, you grant Playr a worldwide, royalty-free license to use, display, and distribute it in connection with the App.

## 10. Fair Play & Conduct

- Cheating, hacking, collusion, technical exploitation, or any form of unfair play is strictly prohibited.
- Users found engaging in fraudulent activities, market manipulation, or other serious breaches will be disqualified and may face account suspension. In case of suspension, the Company will inform the user by flagging the suspension inside the App and emailing them if the email address is available. The user will then have a period of thirty (30) days to transfer any assets to an external wallet. Users agree and acknowledge that if such transfer is not made within the thirty (30) day period, any and all assets in your Wallets may be permanently irretrievable.
- The Company is not responsible for your interactions with other users nor for any claims, disputes, or liability incurred as the result of such interactions. However, we reserve the right, but have no obligation, to intercede in such disputes.
- Decisions made by the Company regarding rule enforcement are final and binding.
- You agree not to:
  - Upload, transmit, or distribute through the App any computer virus, worms, or harmful software;
  - Send through in-app chats unsolicited advertising, spam, or promotional materials;
  - Interfere with or disrupt other users' enjoyment of the App;
  - Request or offer to perform a request that is illegal or violates any of these Terms;
  - Use automated bots to produce artificial user accounts inside the App;
  - Use the App to list assets that are considered financial instruments or securities, or that give ICO participation rights, or that entitle owners to financial rewards.
- You agree not to access, interact with, or use the App through any automated means, including but not limited to bots, scripts, scrapers, crawlers, or automated trading systems, unless expressly authorized in writing by us. You must not develop, deploy, or use any software, device, or process that interacts with the App in a manner that mimics or automates human activity, manipulates trading, or provides you with an unfair advantage over other users. Any violation of this provision may result in suspension or termination of your account and forfeiture of any associated assets, without limitation to any other remedies available to us under applicable law.
- The Company reserves the right to remove any user-generated content (including but not limited to usernames, avatars, or messages) that violates these Terms, is offensive,

illegal under applicable laws, or infringes upon the rights of others, whether proven or not.

## 11. Prohibited Conduct

You agree not to:

- Use the App for gambling, investment, or any illegal activities.
- Engage in fraud, market manipulation, pump-and-dump schemes, or insider trading.
- Impersonate others, harass users, or post defamatory content.
- Use bots, scripts, or automated means to access or manipulate the App.
- Violate any laws, including anti-money laundering regulations.
- Attempt to reverse-engineer, hack, or interfere with the App.

Playr reserves the right to investigate and take action against violations, including account termination.

## 12. Transactions and Payments

Transactions involve buying/selling memecoins via self-custodial wallets. Playr does not touch, hold, or control user funds; all funds are stored in users' own custodial wallets. Movement of funds is facilitated solely through reputable, regulated third-party providers, such as Stripe, Moonpay, and Coinbase Pay.

- **Fees:** Playr reserves the right to charge fees on transactions in exchange for providing access to these entertainment markets. Fees will be disclosed at the time of transaction.
- **Refunds and Risks:** All transactions are final and non-refundable. Playr is not responsible for any gains or losses on the platform. Users buy and sell at their own risk for entertainment purposes only, with no expectation of profit. Failed deposits or transaction disputes should be resolved directly with the third-party provider.
- **Third-Party Services:** Use of third-party providers is subject to their terms. Playr disclaims liability for their actions.

## 13. Liability & Disclaimers

THE APP IS PROVIDED "AS IS" WITH NO GUARANTEES REGARDING UPTIME, ACCURACY, OR AVAILABILITY. YOU RELEASE THE COMPANY FROM ANY AND ALL LIABILITY THAT MAY ARISE OUT OF OR IN RELATION TO THE APP, INCLUDING LOSSES DUE TO TECHNICAL ISSUES, RULE MISINTERPRETATIONS, OR EXTERNAL FACTORS. The Company is not licensed or regulated under any local, state, federal, or national governmental organization or jurisdictional entity, and the services provided in this App do not constitute gambling under any local, state, federal, or national law of the countries where the

App is available, at the time of publication of these Terms. Users play at their own risk, and the Company is not liable for any direct or indirect damages arising from participation.

## **14. Privacy & Data Usage**

By participating in the App, you consent to the collection and use of your data as outlined in our Privacy Policy (available at <https://plyr.fun/privacy>). Your personal information may be used for marketing, analytics, and compliance purposes. We do not sell or share personal data with third parties without consent, except as required by law.

## **15. Intellectual Property, Licensing**

You acknowledge and agree that everything contained in the App is the exclusive property of the Company ("Intellectual Property"). We grant you a limited license to access and use our Intellectual Property solely for the purposes authorized under these Terms and the applicable additional terms. You shall not license, sell, lease, transfer, reproduce, distribute, or otherwise commercially exploit, translate, compile, reverse engineer, or make derivative works of our Intellectual Property, whether in whole or in part, including trademarks, metadata, artwork, backend code, or other background processes. The restrictions in this provision include data generated by other users (e.g., user emails, avatars, performance logs, in-chat conversations, screenings).

Playr uses multiple data providers in the App. Playr is an independent sports app and is not affiliated with, endorsed by, or associated with any real-world sports clubs, leagues, or governing bodies. While some real player names, game data, and team names are used, all badges, designs, and artwork within the App are original creations. Any resemblance to official club branding is purely coincidental and for the purpose of enhancing gameplay realism. Playr does not claim any rights to official club logos, trademarks, or proprietary designs.

## **16. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PLAYR, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, DATA LOSS, OR BUSINESS INTERRUPTION, ARISING FROM YOUR USE OF THE APP, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR TOTAL LIABILITY SHALL NOT EXCEED THE FEES YOU PAID TO US IN THE PAST 12 MONTHS.

## **17. Indemnification**



You agree to indemnify, defend, and hold harmless Playr and its affiliates from any claims, losses, liabilities, or expenses (including attorneys' fees) arising from your misuse of the App, violation of these Terms, or infringement of third-party rights.

## **18. Termination**

Playr may suspend or terminate your account and access to the App at any time for violations of these Terms or other reasons. Upon termination, your license ends, but these Terms' survival provisions remain.

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

These Terms are governed by the laws of the State of Delaware, USA, without regard to conflict of laws principles. Any disputes arising from these Terms shall be resolved through binding arbitration in Delaware under the rules of the American Arbitration Association (AAA). You waive the right to participate in class actions. If arbitration is unavailable, disputes shall be resolved in the state or federal courts of Delaware.

## **20. Miscellaneous**

These Terms constitute the entire agreement between you and Playr. If any provision is invalid, the remainder remains enforceable. No waiver of any term is effective unless in writing. These Terms apply only to the App and not to third-party services.

For questions, contact us at [playrhelp@gmail.com](mailto:playrhelp@gmail.com).