

RAF LEADERBOARD

Terms of Use

Acceptance of the Terms of Use

The following terms and conditions, together with any documents they incorporate by reference (collectively, “Terms of Use”), govern your access to and use of any READY-AIM-FIRE LEADERBOARD LLC. (RAF Leaderboard). Website or mobile application, including any content, functionality, products and services offered on or through such websites or applications (the “SERVICES”), whether as a guest or a registered user, except for any website or other services which have their own Terms of Use or similar document.

Please read the Terms of Use carefully before you start to use the SERVICES. By using the SERVICES, you accept and agree to be bound by and abide by these Terms of Use. If you do not want to agree to these Terms of Use, you must not access or use the SERVICES.

Please note that our Privacy Statement also governs activity on or with our SERVICES and is available for your review [here](#).

The SERVICES are offered and available to users who are 18 years of age or older. By using the SERVICES, you represent and warrant that you meet all the foregoing eligibility requirements. Additionally, you represent and warrant that any registration and/or account information you submit to RAF Leaderboard is true, accurate, and complete, and you agree to always keep it that way. If you do not meet all these requirements, you will not access or use the SERVICES.

THESE TERMS CONTAIN A CLASS ACTION WAIVER PROVISION THAT, AS FURTHER SET FORTH BELOW, PROHIBITS YOU FROM FILING OR PARTICIPATING IN ANY CLASS ACTION OR SIMILAR PROCESS IN RELATION TO ANY DISPUTES ARISING HEREUNDER OR IN RELATION TO YOUR USE OF THE SERVICES.

These Terms are between you and RAF Leaderboard, 223 Fox Den Way, Murfreesboro TN 37130, USA.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion, including any additional terms or conditions incorporated by reference herein. All changes are effective immediately when we post them (provided that, for material changes, we will seek to supplement such notice by email, an in-service pop-up message, or other prominent notice within the SERVICES, or other means). However, any changes to the dispute resolution

provisions set forth in the Governing Law and Jurisdiction section will not apply to any disputes for which the parties have actual notice prior to the date the change is posted on the SERVICES.

Your continued use of the SERVICES following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page when you access the SERVICES, so you are aware of any changes, as they are binding on you. The effective date set forth at the bottom of this document indicates when these Terms were last changed. If you do not wish to continue using the SERVICES under the updated Terms, you may terminate any user account you hold by either deleting your account within the SERVICES account page, or contacting us, and you must not continue to use the SERVICES.

Service Limitations and Interruptions

We reserve the right to withdraw or amend the SERVICES, and any service or material we provide on or through the SERVICES, in our sole discretion without notice. We will not be liable if for any reason all or any part of the SERVICES is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the SERVICES, or the SERVICES in their entirety, to users, including registered users.

We use reasonable efforts to keep the SERVICES operational. However, our service offerings and their availability may change from time to time, without liability to you, for example:

- The SERVICES may experience temporary interruptions due to technical difficulties, maintenance or testing, or updates, including those required to reflect changes in relevant laws and regulatory requirements;
- We aim to evolve and improve the SERVICES constantly, and we may modify, suspend, or stop (permanently or temporarily) providing all or part of the SERVICES (including particular functions, features, subscription plans, and promotional offerings);
- RAF Leaderboard has no obligation to provide any specific content through the SERVICES, and RAF Leaderboard or the applicable owners may remove particular, videos, posts, and other content without notice;
- If you have prepaid fees to RAF Leaderboard for a paid subscription that RAF Leaderboard permanently discontinues prior to the end of your subscription term, RAF Leaderboard will refund you the fees attributable

to the remainder of the term after such discontinuation. Your account and billing information must be up to date for us to refund you.

You are responsible for making all arrangements necessary for you to have access to the SERVICES and ensuring that all persons who access the SERVICES through your connection are aware of these Terms of Use and comply with them.

RAF Leaderboard has no liability to you, nor any obligation to provide a refund to you, in connection with internet or other service outages or failures that are caused by the actions of government authorities, other third parties, or events beyond our control.

Accessing the SERVICES and Account Security

User Accounts and Account Security

To access the SERVICES or some of the resources they offer, you may be required to create a user account. It is on condition of your use of the SERVICES that all the information you provide on the SERVICES is correct, current, and complete. All information you provide to register for the SERVICES or otherwise, including but not limited to using any interactive features of the SERVICES, is governed by our Privacy Statement. If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the SERVICES or any portions thereof using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit your account at the end of each session. You should use caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. We have the right to disable or reclaim any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion.

Right to Access the SERVICES

Subject to your compliance with these Terms (including any other applicable terms and conditions), we grant to you limited, non-transferable, non-exclusive, revocable permission to make personal, non-commercial use of the

SERVICES and the content contained therein (collectively, "Access"). This Access shall remain in effect unless and until terminated by you or RAF Leaderboard. You agree that you will not redistribute or transfer the SERVICES, or any content contained therein.

The SERVICES and the content are licensed, not sold or transferred to you, and RAF Leaderboard and its licensors retain ownership of all copies of the SERVICES software, applications, and content even after installation on your Devices.

Your Device

You grant us the right to allow the SERVICES to use the processor, bandwidth, and storage hardware on your computer or other device to facilitate the operation of the SERVICES and understand that such permission is required for the proper operation of some or all the SERVICES.

Paid Subscriptions

You may purchase a paid subscription to portions of the SERVICES which shall entitle you to access certain content or features of the SERVICES that are only accessible with a paid subscription. RAF Leaderboard reserves the right to limit, remove, or change the content or features associated with paid subscriptions at any time, in its sole discretion.

RAF Leaderboard offers subscriptions for purchase exclusively through the Ready-Aim-Fire website (www.raflleaderboard.com), or the Ready-Aim-Fire mobile app. If you purchase a subscription, it will automatically renew until you cancel, in accordance with the terms disclosed to you at the time of purchase, as further described below. If you cancel your subscription, you will continue to have access to your subscription benefits until the end of your subscription period, at which point it will expire.

Because our SERVICES may be utilized without a subscription, canceling your subscription will not remove your profile from our SERVICES.

RAF Leaderboard may from time to time make changes to paid subscriptions, including subscription fees, and any price changes will be communicated to you in advance. Price changes will take effect at the start of the next subscription period following the date of the price change, and by continuing to use the SERVICES after the price change takes effect you will have accepted the new price. If you do not agree to a price change, you can reject the change by unsubscribing from the applicable paid subscription prior to the price change going into effect.

Tax rates are based on the rates applicable at the time you pay for your subscription. These amounts can change over time with local tax requirements in your country, state, territory, county, or city. Any change in tax rate will be automatically applied based on the account information you provide.

Cancellation of Auto-Renewal Subscriptions

If you do not want your subscription to renew automatically, or if you want to change or terminate your subscription, you must log in to your Account and follow instructions to manage or cancel your subscription, even if you have otherwise deleted your account with us, or if you have deleted the SERVICES application from your device.

Termination of Paid Subscriptions: RAF Leaderboard reserves the right to terminate any paid subscription at any time, at its sole discretion, if you violate these Terms of Use, use the SERVICES in any way that violates the law or these Terms of Use, or take any action involving the SERVICES that RAF Leaderboard, in its sole discretion, determines is prejudicial to the welfare, good order, or character of RAF Leaderboard, or is threatening, injurious, or destructive to RAF Leaderboard or other users or suspected to be knowingly entering false competition performance data. Termination hereunder shall not entitle you to any refund or other compensation for fees paid to RAF Leaderboard.

Third-Party applications, devices and open-source software

The SERVICES may be integrated with, or may otherwise interact with, third-party applications, websites, and services ("Third-Party Applications") and third-party personal computers, mobile handsets, tablets, wearable devices, speakers, and other devices ("Devices"). Your use of such Third-Party Applications and Devices may be subject to additional terms, conditions, and policies provided to you by the applicable third party. RAF Leaderboard does not guarantee that Third-Party Applications and Devices will be compatible with the SERVICES.

Content Experience

In any part of the SERVICES, the content that you access, including its selection and placement, may be influenced by commercial considerations, including RAF Leaderboard's agreements with third parties. Some content licensed by, provided to, created by, or otherwise made available by RAF Leaderboard may incorporate advertising or other promotional messages.

Use of the SERVICES; External Products; Health and [Safety](#) Warnings

Portions of the SERVICES may require the use of, or be designed or intended to be used with, other external products, such as firearms, ammunition, and/or targets. Some of these external products may be designed to interact with the SERVICES. ANY USE OF SUCH EXTERNAL PRODUCTS SHOULD BE UNDERTAKEN STRICTLY IN CONFORMANCE WITH THE WARNINGS AND INSTRUCTIONS FOR USE WHICH ARE PROVIDED WITH OR ACCOMPANY SUCH PRODUCTS.

Portions of the SERVICES may require the use of a third-party shooting range. YOU MUST READ AND COMPLY WITH ALL RULES ESTABLISHED BY THESE COMPANIES AND NOTHING PROVIDED IN THE RAF LEADERBOARD'S TERMS OF USE OR CHALLENGE RULES ARE TO TAKE PRECEDENCE OVER THE RULES ESTABLISHED BY THOSE THIRD PARTY SHOOTING RANGES.

Use common sense and good judgment when using these portions of the SERVICES. YOU MUST READ AND COMPLY WITH ALL SAFETY NOTICES THAT ACCOMPANY THE SERVICES AND ANY EXTERNAL PRODUCTS THAT ARE USED IN CONJUNCTION WITH THE SERVICES, FAILURE TO DO SO MAY RESULT IN SERIOUS BODILY INJURY OR DEATH.

Portions of the SERVICES offer firearm competitions which are designed for entertainment and training purposes only. Use of the SERVICES will not make you a professional marksman or champion and RAF Leaderboard does not promote the use of any techniques learned through the SERVICES to harm others.

RAF Leaderboard does not make any guarantee or promise about any results from competitions provided through the SERVICES. WE ARE NOT RESPONSIBLE FOR ANY LEGAL OR HEALTH ISSUES THAT MAY RESULT FROM THE USE OR PARTICIPATION IN CHALLENGES THROUGH THE SERVICES. IF YOU ENGAGE IN ANY CHALLENGES THROUGH THE SERVICES, YOU AGREE THAT YOU DO SO AT YOUR OWN RISK AND ARE VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES.

PROPER SAFETY EQUIPMENT, INCLUDING BUT NOT LIMITED TO EYE AND EAR PROTECTION, SHOULD ALWAYS BE USED WHEN USING THE SERVICES IN CONJUNCTION WITH FIREARMS. ALWAYS FOLLOW ALL FIREARMS SAFETY RULES WHEN USING FIREARMS IN CONJUNCTION WITH THE SERVICES, AND ENSURE YOU ARE USING A SAFE, PROPERLY EQUIPPED RANGE AND FOLLOW ALL RANGE RULES AND REGULATIONS.

DISCHARGING FIREARMS IN POORLY VENTILATED AREAS, CLEANING FIREARMS, OR HANDLING AMMUNITION MAY RESULT IN EXPOSURE TO LEAD. HAVE ADEQUATE VENTILATION AT ALL TIMES. WASH HANDS THOROUGHLY AFTER EXPOSURE.

USE THE SERVICES AT YOUR OWN RISK. RAF LEADERBOARD IS NOT RESPONSIBLE FOR THE ACCURACY, RELIABILITY, EFFECTIVENESS, OR CORRECT USE OF INFORMATION YOU RECEIVE THROUGH THE SERVICES. DATA RELATING TO YOUR USE OF THE SERVICES, OR EXTERNAL PRODUCTS CONNECTED TO THE SERVICES, MAY BE UNAVAILABLE, INACCURATE, OR INCOMPLETE. IF YOU RELY ON ANY SUCH CONTENT, YOU DO SO AT YOUR OWN RISK.

RAF LEADERBOARD IS A COMPETITION ACTIVITY BASED ON THE HONESTY AND INTEGRITY OF ALL MEMBERS IN RECORDING THEIR RESULTS. ANY MEMBER FOUND TO BE INTENTIONALLY FALSEIFYING THEIR RESULTS BY THE COMMUNITY WILL BE PERMANENTLY REMOVED FROM THE SERVICES. Termination hereunder shall not entitle you to any refund or other compensation for fees paid to RAF Leaderboard.

Intellectual Property Rights

The SERVICES and their entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection, and arrangement thereof), are owned by RAF Leaderboard, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or other proprietary rights laws.

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- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your web browser for display enhancement purposes.
- You may download and print targets provided by RAF Leaderboard for your own personal, non-commercial use.

- Where RAF Leaderboard provides social media linking with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from the SERVICES, including but not limited to using any targets, illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text or delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the SERVICES.

If you print, copy, modify, download, or otherwise use, or provide any other person access to any part of the SERVICES in breach of these Terms of Use, your right to use the SERVICES will stop immediately and you must, at our option, return or destroy any copies of the materials you have made.

No right, title, or interest in or to the SERVICES or any content on the SERVICES is transferred to you, and all rights not expressly granted are reserved by RAF Leaderboard.

Any use of the SERVICES not expressly permitted by these Terms of Use is a breach of the Terms of Use and may violate copyright, trademark, and other laws.

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Intellectual Property/Copyright Infringement

If you believe that any content of the SERVICES, including any User Contributions, violates your intellectual property rights, including copyright, please contact the RAF Leaderboard's Legal Department (support@rafLeaderboard.com). It is the policy of RAF Leaderboard to respect the intellectual property rights of others.

Export Control

Portions of the SERVICES may be subject to U.S. export and re-export control laws and regulations or similar laws applicable in other jurisdictions, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control ("OFAC"), and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State. You warrant that you are (1) not located in any country to which the United States has embargoed goods or has otherwise applied any economic sanctions; and (2) not a denied party as specified in any applicable export or re-export laws or regulations or similar laws applicable in other jurisdictions or otherwise listed on any U.S. government list of prohibited or restricted parties if using portions of the SERVICES subject to such restrictions.

You agree to comply with all applicable export and reexport control laws and regulations, including without limitation the EAR, ITAR, and trade and economic sanctions maintained by OFAC. Specifically, you agree not to – directly or indirectly – use, sell, export, reexport, transfer, divert, release, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from RAF Leaderboard under these Terms to any destination, entity, or person or for any end-use prohibited by the EAR, ITAR, trade and economic sanctions maintained by OFAC, or any applicable laws or regulations of the United States or any other jurisdiction without obtaining any required prior authorization from the competent government authorities as required by those laws and regulations.

Prohibited Uses

You may use the SERVICES only for lawful purposes in accordance with these Terms of Use, including the User Guidelines and Content Standards which are incorporated herein. You agree not to use the SERVICES in any manner prohibited by the User Guidelines.

Additionally, you agree not to

- Use the SERVICES in any manner that could disable, overburden, damage, or impair the SERVICES or interfere with any other party's use of the SERVICES, including their ability to engage in real time activities through the SERVICES.
- Use any device, software, or routine that interferes with the proper working of the SERVICES.

- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the SERVICES, the servers on which the SERVICES are stored, or any server, computer, or database connected to the SERVICES.
- Attack the SERVICES via a denial-of-service attack or a distributed denial-of-service attack.
- Engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the SERVICES, or which, as determined by us, may harm RAF Leaderboard users of the SERVICES, or expose them to liability.
- Otherwise attempt to interfere with the proper working of the SERVICES.

User Contributions

The SERVICES may currently or in the future contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, product review boards, comment pages, and other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "post") content or materials (collectively, "User Contributions") on or through the SERVICES.

User Guidelines and Platform Rules

All your User Contributions must comply with these Terms of Use, including the User Guidelines and Content Standards which are incorporated herein, and all applicable laws and regulations. You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not RAF Leaderboard, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the SERVICES.

Feedback

If you provide ideas, suggestions, or other feedback in connection with your use of the SERVICES or any Content ("Feedback"), such Feedback is not confidential and may be used by us without restriction and without payment to you. Feedback is considered a type of User Content under these Terms.

Public Nature of User Contributions

Any User Contribution you post on or in the SERVICES will be considered non-confidential. Please keep in mind that content and other information will be publicly accessible and may be used and re-shared by others on the SERVICES and across the web, so please use caution in posting or sharing on the SERVICES and be mindful of your account settings. We are not responsible for what you or others post or share on the SERVICES.

License to User Contributions

You retain ownership of your User Content when you post it to the SERVICES. However, for us to make your User Content available on the SERVICES, we do need a limited license from you to that User Content. Accordingly, you hereby grant to us a non-exclusive, transferable, sub-licensable, royalty-free, fully paid, irrevocable, worldwide license to reproduce, make available, perform and display, translate, modify, create derivative works from, distribute, and otherwise use any such User Content through any medium, whether alone or in combination with other Content or materials, in any manner and by any means, method or technology, whether now known or hereafter created, in connection with the SERVICES. Where applicable and to the extent permitted under applicable law, you also agree to waive, and not to enforce, any "moral rights" or equivalent rights, such as your right to be identified as the author of any User Content, including Feedback, and your right to object to derogatory treatment of such User Content.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns. You further represent that no User Contributions posted by you violate the intellectual property or other rights of any third parties.
- All your User Contributions will comply with these Terms of Use, including the Platform Rules and User Guidelines, and all applicable laws and regulations. You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not RAF Leaderboard, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. We are not responsible or liable to any third party for the content or accuracy of

any User Contributions posted by you or any other user of the SERVICES.

Monitoring and Enforcement

We have the right to:

- Remove or refuse to post any User Contributions in accordance with the User Guidelines and Content Standards;
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the User Guidelines and Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the SERVICES or the public, or could create liability for RAF Leaderboard;
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy;
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the SERVICES;
- Terminate or suspend your access to all or part of the SERVICES. Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the SERVICES. YOU WAIVE AND HOLD HARMLESS RAF LEADERBOARD AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.
- However, we cannot review material before it is posted on the SERVICES and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Reliance on Information Posted

The information presented on or through the SERVICES is made available solely for general entertainment purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the SERVICES, or by anyone who may be informed of any of its contents.

The SERVICES may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicates, aggregators, and/or reporting SERVICES. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by RAF Leaderboard, are solely the opinions and responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of RAF Leaderboard. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third party.

Changes to the SERVICES

We may update the content on the SERVICES from time to time, but its content is not necessarily complete or up to date. Any material on the SERVICES may be out of date at any given time, and we are under no obligation to update such material.

We may issue updated versions of any applications from time to time and may automatically update the version of such application that you are using. You agree, upon request by us at any time, to use the most up-to-date version of the application to access the SERVICES. You consent to such automatic updating on your mobile devices and agree that these Terms will apply to any such updates. Failure to update any application when an update has been issued may result in some portions of the SERVICES, including paid portions, to be non-accessible.

Information About You and Your Visits to the SERVICES

All information we collect in connection with the delivery or use of the SERVICES is subject to our Privacy Statement. Online Purchases and Other Terms and Conditions

All purchases made through the SERVICES or other transactions for the sale of goods or SERVICES formed because of visits made by you to the SERVICES are governed by our Terms of Sale, which are hereby incorporated

into these Terms of Use. All pricing is subject to change without notice. Typographic, photographic, and descriptive errors are subject to correction. We reserve the right to limit product quantities.

Linking to the SERVICES and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

The SERVICES may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on the SERVICES.
- Send e-mails or other communications with certain content, or links to certain content, on the SERVICES.
- Cause limited portions of content on the SERVICES to be displayed or appear to be displayed on your own or certain third-party websites. You may use these features solely as they are provided by us and solely with respect to the content they are displayed with.

Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the SERVICES or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking, or in-line linking, on any other site.
- Link to any part of the SERVICES other than the homepage.
- Link, or make certain content accessible, from any website that is not fully compliant with the content standards set out in these Terms of Use.
- Otherwise take any action with respect to the materials on the SERVICES that is inconsistent with any other provision of these Terms of Use.
- You agree to cooperate with us in causing any unauthorized framing or linking to cease immediately. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice in our discretion.

Links From the SERVICES

The SERVICES may contain links to other sites and resources provided by third parties, which are provided for your convenience only. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the SERVICES, you do so entirely at your own risk and subject to the terms and conditions of use for such websites. You agree not to use any such third-party sites or resources in any manner that is inconsistent with these Terms of Use or that infringes the intellectual property rights of us or any third party. You agree not to use third-party sites or resources to harass, abuse, stalk, threaten, or defame any person or entity, and that we are not responsible for any such use.

Privacy Policy [Here](#)

Geographic Restrictions

The owner of the SERVICES is based in the State of Tennessee in the United States. The SERVICES are intended to be used by persons located in the United States. We make no claims that the SERVICES or any of the content contained therein is accessible or appropriate outside of the United States.

Access to the SERVICES may not be legal for certain persons or in certain countries. If you access the SERVICES from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

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Limitation of Liability

YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY PROBLEMS OR DISSATISFACTION WITH THE SERVICES IS TO UNINSTALL ANY SERVICES OF THE SOFTWARE FROM YOUR DEVICES AND TO STOP USING THE SERVICES. YOU AGREE THAT RAF LEADERBOARD HAS NO OBLIGATION OR LIABILITY ARISING FROM OR RELATED TO THIRD-PARTY APPLICATIONS OR THE CONTENT THEREOF MADE AVAILABLE THROUGH OR IN CONNECTION WITH THE SERVICES, AND WHILE YOUR RELATIONSHIP WITH SUCH THIRD-PARTY APPLICATIONS MAY BE GOVERNED BY SEPARATE AGREEMENTS WITH SUCH THIRD PARTIES, YOUR SOLE AND EXCLUSIVE REMEDY, AS WITH RESPECT TO THE SERVICES, FOR ANY PROBLEMS OR DISSATISFACTION WITH ANY THIRD-PARTY APPLICATIONS OR THE CONTENT THEREOF, IS TO UNINSTALL OR STOP USING SUCH THIRD-PARTY APPLICATIONS.

IN NO EVENT WILL RAF LEADERBOARD , ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICES, ANY WEBSITES LINKED TO THEM, ANY CONTENT ON THE SERVICES OR SUCH OTHER WEBSITES, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE MORE THAN THE AMOUNTS PAID BY YOU TO RAF LEADERBOARD DURING THE TWELVE MONTHS PRIOR TO YOUR FIRST CLAIM. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

ANY CLAIM ARISING UNDER THESE TERMS MUST BE COMMENCED (BY FILING AN INDIVIDUAL ACTION IN AN APPROPRIATE COURT OF LAW IN THE COUNTY OF RUTHERFORD IN THE STATE OF TENNESSEE USA) WITHIN ONE (1) YEAR AFTER THE DATE THE PARTY ASSERTING THE CLAIM FIRST KNOWS OR REASONABLY SHOULD KNOW OF THE ACT, OMISSION, OR DEFAULT GIVING RISE TO THE CLAIM; AND THERE

SHALL BE NO RIGHT TO ANY REMEDY FOR ANY CLAIM NOT ASSERTED WITHIN THAT TIME PERIOD.

Indemnification

You agree to defend, indemnify, and hold harmless RAF Leaderboard, its affiliates, licensors, service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, 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 violation of (1) these Terms of Use or your use of the SERVICES, (2) any User Contributions that you post or otherwise contribute, (3) any activity in which you engage on or through the SERVICES, (4) any use by you of the content, SERVICES, or products obtained through the SERVICES, or (5) any violation by you of any law or the rights of any third party.

Third Party Rights

You acknowledge and agree that the owners of content on or in the SERVICES and certain distributors (such as app store providers) are intended beneficiaries of these Terms and have the right to enforce these Terms directly against you. Other than as set out in this section, these Terms are not intended to grant rights to anyone except you and RAF Leaderboard, and in no event shall these Terms create any third-party beneficiary rights.

Termination of these Terms

These Terms will continue to apply to you until you cease to use the SERVICES. RAF Leaderboard may terminate these Terms in whole or in part or suspend your access to portions of the SERVICES at any time, if we believe you have breached any of these Terms, if we stop providing all or any portion of the SERVICES, or as we believe necessary to comply with applicable law. If these Terms or any portion thereof are suspended, or RAF Leaderboard suspends your access to any portion of the SERVICES, you agree that RAF Leaderboard shall have no liability or responsibility to you, and (except as expressly provided in these Terms) RAF Leaderboard will not refund any amounts that you have already paid.

All sections of these Terms which by their nature must, or are intended to, remain in effect following termination hereof to effectuate their purpose shall remain in effect following termination for any reason. Such terms include but are not limited to any terms related to your acceptance hereof, the treatment of intellectual property, prohibited uses of the SERVICES, governing law/

jurisdiction and class action limitation, limitation of liability and disclaimer of warranties, indemnification, and third-party rights.

Governing Law and Jurisdiction

All matters relating to the SERVICES and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Tennessee, without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other Jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the SERVICES that is not subject to the mandatory agreement to arbitrate below shall be instituted exclusively in the United States District Court for the District of Tennessee or the courts of the State of Tennessee.

You waive all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Class Action Waiver

You hereby understand and agree that you may only resolve disputes with us on an individual basis and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. You agree that class actions, private attorney general actions, and requests for public injunctive relief are not permitted.

BY AGREEING TO THIS CLASS ACTION WAIVER, YOU MAY BRING CLAIMS AGAINST RAF LEADERBOARD ONLY IN YOUR INDIVIDUAL CAPACITY AND CANNOT ASSERT OR PARTICIPATE IN A CLASS ACTION LAWSUIT (EITHER AS A NAMED PLAINTIFF OR CLASS MEMBER) OR ASSERT OR PARTICIPATE IN ANY JOINT OR CONSOLIDATED LAWSUIT OF ANY KIND.

Waiver and Severability

No waiver by RAF Leaderboard of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of RAF Leaderboard to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that

the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use, as well as all other incorporated documents, constitute the sole and entire agreement between you and RAF Leaderboard with respect to the SERVICES and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter therein.

Your Comments, Concerns, and Questions

These SERVICES are operated by RAF Leaderboard LLC., 223 Fox Den Way, Murfreesboro TN. All feedback, comments, requests for technical support and other communications relating to RAF Leaderboard's websites or applications should be directed to: support@raflleaderboard.com.

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