Disclaimer

Last updated: Sep 19, 2022

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of this Disclaimer:

- **Application** means the software program provided by the Company downloaded by You on any electronic device named as "Roxroria"
- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Disclaimer) refers to "Rush At Games".
- **Service** refers to the Website or the Application or both.
- Website refers to "Rush At Games", accessible from www.rushat.in
- **You** means the individual accessing the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Disclaimer

The information contained on the Service is for general information purposes only.

The Company assumes no responsibility for errors or omissions in the contents of the Service.

In no event shall the Company be liable for any special, direct, indirect, consequential, or incidental damages or any damages whatsoever, whether in an action of contract, negligence or other tort, arising out of or in connection with the use of the Service or the contents of the Service. The Company reserves the right to make additions, deletions, or modifications to the contents on the Service at any time without prior notice. This Disclaimer has been created with the help of the Disclaimer Template.

The Company does not warrant that the Service is free of viruses or other harmful components.

External Links Disclaimer

The Service may contain links to external websites that are not provided or maintained by or in any way affiliated with the Company.

Please note that the Company does not guarantee the accuracy, relevance, timeliness, or completeness of any information on these external websites.

Errors and Omissions Disclaimer

The information given by the Service is for general guidance on matters of interest only. Even if the Company takes every precaution to ensure that the content of the Service is both current and accurate, errors can occur. Plus, given the changing nature of laws, rules and regulations, there may be delays, omissions or inaccuracies in the information contained on the Service.

The Company is not responsible for any errors or omissions, or for the results obtained from the use of this information.

Fair Use Disclaimer

The Company may use copyrighted material which has not always been specifically authorized by the copyright owner. The Company is making such material available for criticism, comment, news reporting, teaching, scholarship, or research.

The Company believes this constitutes a "fair use" of any such copyrighted material as provided for in section 107 of the United States Copyright law.

If You wish to use copyrighted material from the Service for your own purposes that go beyond fair use, You must obtain permission from the copyright owner.

Views Expressed Disclaimer

The Service may contain views and opinions which are those of the authors and do not necessarily reflect the official policy or position of any other author, agency, organization, employer or company, including the Company.

Comments published by users are their sole responsibility and the users will take full responsibility, liability and blame for any libel or litigation that results from something written in or as a direct result of something written in a comment. The Company is not liable for any comment published by users and reserves the right to delete any comment for any reason whatsoever.

No Responsibility Disclaimer

The information on the Service is provided with the understanding that the Company is not herein engaged in rendering legal, accounting, tax, or other professional advice and services. As such, it should not be used as a substitute for consultation with professional accounting, tax, legal or other competent advisers.

In no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever arising out of or in connection with your access or use or inability to access or use the Service.

"Use at Your Own Risk" Disclaimer

All information in the Service is provided "as is", with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, express or implied, including, but not limited to warranties of performance, merchantability and fitness for a particular purpose.

The Company will not be liable to You or anyone else for any decision made or action taken in reliance on the information given by the Service or for any consequential, special or similar damages, even if advised of the possibility of such damages.

Additional Disclaimers and Limitation of Liability

The Application includes the Unreal® Engine code and other code, materials, and information (the "Epic Materials") from Epic Games, Inc. ("Epic"). All Epic Materials are provided on an "as is" and "as available" basis, "with all faults" and without warranty of any kind. The Company, Epic, and Epic's affiliates disclaim all warranties, conditions, common law duties, and representations (express, implied, oral, and written) with respect to the Epic Materials, including without limitation all express, implied, and statutory warranties and conditions of any kind, such as title, non-interference with your enjoyment, authority, non-infringement, merchantability, fitness or suitability for any purpose (whether or not Epic knows or has reason to know of any such purpose), system integration, accuracy or completeness, results, reasonable care, workmanlike effort, lack of negligence, and lack of viruses, whether alleged to arise under law, by reason of custom or usage in the trade, or by course of dealing. Without limiting the generality of the foregoing, the Company, Epic, and Epic's affiliates make no warranty that (1) any of the Epic Materials will operate properly, including as integrated in the Application, (2) that the Epic Materials will meet your

requirements, (3) that the operation of the Epic Materials will be uninterrupted, bug free, or error free in any or all circumstances, (4) that any defects in the Epic Materials can or will be corrected, (5) that the Epic Materials are or will be in compliance with a platform manufacturer's rules or requirements, or (6) that a platform manufacturer has approved or will approve this Application, or will not revoke approval of this Application for any or no reason. Any warranty against infringement that may be provided in Section 2-312 of the Uniform Commercial Code or in any other comparable statute is expressly disclaimed by the Company and Epic. The Company, Epic, and Epic's affiliates do not guarantee continuous, error-free, virus-free, or secure operation of or access to the Epic Materials. This paragraph will apply to the maximum extent permitted by applicable law.

To the maximum extent permitted by applicable law, neither the Company, Epic, Epic's licensors, nor its or their affiliates, nor any of the Company's or Epic's service providers, shall be liable in any way for loss or damage of any kind resulting from the use or inability to use the Epic Materials or otherwise in connection with this agreement ("Agreement"), including but not limited to loss of goodwill, work stoppage, computer failure, or malfunction, or any and all other commercial damages or losses. In no event will the Company, Epic, Epic's licensors, nor its or their affiliates, nor any of the Company's or Epic's service providers be liable for any loss of profits or any indirect, incidental, consequential, special, punitive, or exemplary damages, or any other damages arising out of or in connection with this Agreement or the Epic Materials, or the delay or inability to use or lack of functionality of the Epic Materials, even in the event of the Company's, Epic's, or Epic's affiliates' fault, tort (including negligence), strict liability, indemnity, product liability, breach of contract, breach of warranty, or otherwise and even if the Company, Epic or Epic's affiliates have been advised of the possibility of such damages. These limitations and exclusions regarding damages apply even if any remedy fails to provide adequate compensation.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, the liability of the Company, Epic, Epic's licensors, its and their affiliates, and any of the Company's or Epic's service providers shall be limited to the full extent permitted by law.

Contact Us

If you have any questions about this Disclaimer, You can contact Us:

• By email: <u>rush.at.games@gmail.com</u>