

# Battlefinity Terms and Conditions

**Last Updated:** (August 12, 2025)

## Introduction and Acceptance

Welcome to **Battlefinity**, a mobile application provided by **Loadout Sàrl** (“**Company**”, “**we**”, “**us**” or “**our**”). These Terms and Conditions (“**Terms**”) are a legally binding agreement between you (“**User**” or “**you**”) and the Company, governing your access to and use of the Battlefinity mobile app and related services (“**Battlefinity**” or the “**App**”). By downloading, installing, or using Battlefinity, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree with these Terms, you must not use the App.

**Platform Notice:** These Terms are solely between you and the Company, **not** with Apple or Google. The Company (not Apple or Google) is responsible for the App’s content, maintenance, and support. Your use of Battlefinity is also subject to the **Apple App Store** or **Google Play** terms and conditions that apply to you as a user; in the event of any conflict, you must comply with those platform terms in addition to our Terms. Apple and Google are **third-party beneficiaries** of these Terms and may enforce them against you if necessary.

**Age and Eligibility:** Battlefinity is available to users of all ages and is **not subject to any specific age restriction**. However, if you are under the age of 13 (or under the age of digital consent in your region), you should only use Battlefinity with the involvement and consent of a parent or legal guardian. By using our App, you represent that (1) you are at least 13 years old (or the minimum age required by laws in your jurisdiction) or otherwise using the App with parental consent, and (2) you are legally allowed to enter into this agreement. We do not knowingly solicit or collect personal data from children under 13, and we comply with applicable laws such as COPPA regarding minors’ data. Please see our Privacy Policy for more information on children’s privacy.

## Accounts and User Responsibilities

**Account Creation:** To use certain features of Battlefinity (such as posting content, liking, following, or managing subscriptions), you may need to create a user account. Accounts are typically created via **Firebase Authentication** using an email/password or third-party login (e.g., Apple or Google sign-in). When creating an account, you agree to provide accurate and up-to-date information. You are responsible for maintaining the confidentiality of your login credentials and all activities under your account. **Do not share** your account with others or use someone else’s account without permission. If you suspect any unauthorized use of your account, notify us immediately.

**Profile and Username:** During registration, you may choose a username or display name for your profile. You agree not to select a username that is obscene, offensive, infringes someone's rights, or impersonates another person or entity. We reserve the right to reject or require username changes that violate these Terms or our community standards.

**User Conduct:** You agree to use Battlefinity only for lawful purposes and by these Terms. **You are responsible for your own conduct** while using the App and for any consequences thereof. You agree **not** to engage in any of the following prohibited activities:

- **Impersonation and Unauthorized Access:** Do not impersonate any person or entity or misrepresent your affiliation with anyone. Do not attempt to access accounts or data that do not belong to you, and do not circumvent or disable any security or technical measures of the App.
- **Disruption:** Do not interfere with or disrupt Battlefinity's operation. This includes refraining from introducing viruses, worms, malware, or any destructive code and not engaging in attacks such as denial of service.
- **Illegal or Harmful Activities:** You must not use the App for any purpose that is illegal or beyond the scope of its intended use. This includes, but is not limited to, engaging in fraud, harassment, or activities that violate any applicable laws or regulations.
- **No Spam or Data Mining:** You may not use Battlefinity to transmit unsolicited or unauthorized advertising or promotional material (spam). Also, you may not improperly use automated scripts, bots, scrapers, or other means to collect information or content from the App.
- **Respect for Others:** You agree to interact with other users respectfully. Do not engage in bullying, harassment, or hate speech. Any content that is defamatory, obscene, pornographic, vulgar, or that promotes violence, terrorism, or discrimination is strictly prohibited. We have **zero tolerance** for content that is racist, sexist, homophobic, or otherwise offensive towards any group.

Violating any of the above may result in immediate suspension or termination of your account at our discretion (see **Termination** below), and may also subject you to legal consequences.

## License to Use and Intellectual Property

**Limited License:** We grant you a personal, limited, non-exclusive, non-transferable, revocable license to download and use Battlefinity on your iOS or Android device solely for your personal, non-commercial use, and only as permitted by these Terms and the applicable app store (Apple App Store or Google Play Store) policies. This license is provided **to** allow you to use and enjoy the app's services as we intended. You acknowledge that Battlefinity is licensed, not sold, and

that no ownership rights are transferred to you. All rights not expressly granted to you are reserved by the Company.

**Our Intellectual Property:** The App (including its software code, design, trademarks, logo, “Battlefinitiy” name, graphics, and other content we provide) is owned by the Company and is protected by copyright, trademark, and other intellectual property laws. You agree not to copy, modify, distribute, reverse-engineer, decompile, or create derivative works based on any part of Battlefinitiy except as expressly allowed by law or with our prior written permission. You may not remove or alter any copyright, trademark, or other proprietary notices in the App. Any unauthorized use of our intellectual property or the App’s materials breaches these Terms and may violate applicable law.

**No Infringing Use:** You must not use Battlefinitiy in any manner that infringes or misappropriates the intellectual property rights of any third party. If you believe any content on the App infringes your copyright or other rights, please refer to the **User Content** and **DMCA** section below for how to notify us.

**Third-Party Content and Trademarks:** Battlefinitiy may include references or links to third-party content, such as YouTube videos or game-related information. All third-party trademarks (for example, the names of video games like *Call of Duty* or *Battlefield*, or any other game titles) and third-party content are the property of their respective owners. The Company is **not affiliated with or endorsed by game developers or publishers**. Any game titles, logos, characters, or other intellectual property featured within user-generated content on Battlefinitiy remain the property of their respective owners. We use such references solely for identification and informational purposes, and **we claim no trademark or copyright rights** in third-party content. You agree that you will not assert any claim of affiliation between the Company and any third-party game or platform due to your use of our App.

## User-Generated Content and Community Guidelines

Battlefinitiy allows users to create and share content related to game “loadouts” (i.e., combinations of in-game equipment or setups). This user-generated content (UGC) may include textual descriptions of loadouts and links to third-party content (such as YouTube videos) that users add to describe or showcase their loadouts. Battlefinitiy must remain a safe and enjoyable community for all users. By creating or sharing content on Battlefinitiy, you agree to the following terms and guidelines:

**Ownership of User Content:** You retain any ownership rights in the content you create and post on Battlefinitiy. We do **not** claim ownership of your loadout descriptions, comments, or other content you post. However, by submitting or posting content on the App, you hereby grant us a worldwide, royalty-free, sublicensable, and transferable license to host, store, reproduce, distribute, modify (for technical purposes, e.g., formatting or translating), display, and perform your content within the App and in any promotional materials for the App. This license is solely to operate, develop, provide, and promote Battlefinitiy. For example, we may display your posted

loadout to other users, use snapshots of popular user loadouts when marketing the app, or translate a description for users in other regions. This license continues even if you remove your content or delete your account, **for as long as the content is stored in our systems**, but will terminate if you contact us to request deletion of your content or if we remove the content by these Terms.

**Your Content Responsibilities:** When you post any content on Battlefinity (such as a loadout or profile description), you are solely responsible for that content. You represent and warrant that: (1) you have all necessary rights to post the content (for example, you wrote the description yourself, or you have permission to share any portion that you did not create); (2) the content is truthful and accurate to the best of your knowledge; and (3) the content complies with these Terms and all applicable laws. We do not pre-screen user content but reserve the right (though not the obligation) to review, monitor, and/or remove any user content at our discretion if we believe it violates these Terms or for any other reasonable reason.

**Content Restrictions (Prohibited Content):** You agree **not** to post any content that:

- **Violates Laws or Rights:** Contains material that is unlawful, fraudulent, or violates any local, state, national, or international law. This includes content that infringes any patent, trademark, trade secret, copyright, or other intellectual property rights of any party. (For example, do not post someone else's written guide or images without permission or share links to pirated software or cheats.)
- **Harmful or Harassing Content:** Is defamatory, libelous, or knowingly false; is threatening or harassing to any person or group; incites violence or criminal behavior; or is abusive or promotes violence, self-harm, or the harm of others. Hate speech, terrorist propaganda, and bullying are strictly forbidden.
- **Obscene or Pornographic:** Contains any pornography or sexually explicit material, or any content that is vulgar or obscene. Battlefinity's content focus is on gaming and does not include any imagery or videos except YouTube links; nonetheless, any descriptions that are sexual or excessively graphic are not allowed.
- **Offensive or Discriminatory:** Uses slurs or derogatory language aimed at any individual or group based on race, ethnicity, national origin, religion, gender, sexual orientation, disability, or any other characteristic. We aim to maintain a respectful community environment.
- **Spam or Advertising:** Is unsolicited or unauthorized advertising, promotional material, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation. Battlefinity is **ad-free** and not a platform for promoting unrelated products or services. Content solely aimed at selling something or driving traffic to external sites (other than YouTube links as allowed for loadouts) is not permitted.

- **Malicious Content:** Contains viruses, malware, corrupted data, or other harmful, disruptive, or destructive files or code. Do not post links to sites that contain malicious software or that would violate the security of any device or network.
- **Personal Data of Others:** This includes personal identifiable information about another person (such as full name, address, phone number, email, or financial information) without their consent. We respect privacy—do not dox or share others' private details.

These examples of prohibited content are not exhaustive. In our reasonable discretion, we reserve the right to determine whether any content you post violates the spirit or letter of these guidelines. If you're unsure whether something is allowed, err on caution or ask us first.

**Moderation and Reporting:** Although we have no obligation to monitor user content, we have the right to remove, screen, or edit any user-generated content at any time and for any reason without prior notice. We may also terminate or suspend accounts associated with such content. Other users can report content they believe violates these Terms by using any in-app reporting feature or contacting us at our support email. We will review reports and take action as we deem appropriate. We are not responsible for any failure or delay in removing content, and you acknowledge that by using Battlefinity, you may be exposed to content that you find objectionable. You use the App at your own risk.

**User Interactions:** Battlefinity includes social features like following other user profiles and "liking" their loadouts. Please note that when you follow someone or like content, these actions may be visible to other users (e.g., a user might see who liked their post, or others might see that you follow a certain profile). Interact kindly and considerately. If you have a dispute with another user, we encourage you to resolve it respectfully between yourselves. However, we reserve the right to get involved and take appropriate action (such as moderating content or accounts) if any user's behavior is harmful, violates these Terms, or is otherwise unlawful.

**Public Nature of Content:** The content you post on Battlefinity (such as loadouts or profile info) is generally visible to other App users. **Do not include any information you expect to keep private in your content.** For example, if you don't want your email address or gamer tag public, do not post it in a description. We are not responsible for what other users do with the information you choose to make public through the App. Use caution when posting personal or sensitive information.

**Feedback:** If you submit feedback, suggestions, or ideas to us about Battlefinity or improvements to our service, you acknowledge that such submissions are voluntary and we are free to use them without any restriction or compensation to you. Any feedback you provide is considered non-confidential and non-proprietary.

## Subscription and Payment Terms

Battlefinitly is free to download and use, and it has basic features. However, we offer **subscription-based services** (the “**Subscription**” or “**Premium**” features) that provide enhanced features or content within the App. This section explains the terms that apply to subscriptions and payments in Battlefinitly:

**Subscription Plans:** We may offer various subscription plans (for example, monthly or annual) that grant access to premium content or features (such as advanced analytics, exclusive loadouts, creator support features, etc.). The specific features and pricing of the Subscription will be disclosed in the App at the time of purchase. All subscription fees are payable in advance. Prices are displayed in your local currency (where possible) and **include applicable taxes** (unless otherwise stated). We reserve the right to change the subscription fees or institute new fees anytime. Still, we will give you reasonable notice of any such pricing changes within the App or via other communications. If you do not agree to a price change, you may cancel the Subscription before the new price takes effect.

**Payment Processing: All subscription payments are handled through the Apple App Store or Google Play (depending on your device).** Your purchase will be charged through your Apple ID or Google Play account. The Company does not directly collect or store your credit card or payment information; that information is handled securely by Apple or Google. We utilize **RevenueCat** (a third-party service) to manage subscriptions and receipts across platforms. Still, RevenueCat does not collect sensitive personal financial information from users (it processes purchase receipts and subscription status). By making a purchase, you also agree to comply with the **payment terms** of Apple or Google that apply to in-app subscriptions (for example, App Store or Google Play payment terms and conditions). If your payment is not successfully settled (due to expiration, insufficient funds, or otherwise), and you do not cancel the account, we may suspend your access to the Subscription features until billing has been resolved.

**Auto-Renewal: Subscriptions are auto-renewing by default.** This means that **at the end of each subscription period (e.g., each month or year)**, your Subscription will automatically renew for the same length of time and at the then-current subscription price, unless you cancel it before the renewal date. Your chosen payment method (your App Store or Google Play account) will be charged within 24 hours prior to the end of the current period for the next period’s fee. By subscribing, you authorize these recurring charges.

**Free Trials and Promotions:** If we offer a free trial or introductory promotional pricing for a Subscription, we will explain the special terms at sign-up. After the free trial period ends, your Subscription will automatically convert to a paid subscription and your payment method will be charged, unless you cancel at least 24 hours before the trial ends. You are only eligible for one free trial (unless otherwise stated); attempting to obtain multiple free trials may result in your account being charged or disqualified from the trial.

**How to Cancel:** You may **cancel a Subscription at any time**. **Cancellations** must be initiated through the same app store platform where you subscribed (not through Battlefinitly directly). For example:

- On **iOS (Apple)**: You can find and cancel your subscription in your device's **Settings > [Your Name] > Subscriptions > Battlefinity**.
- On **Android (Google Play)**: Open the **Google Play Store** app, go to **Menu > Subscriptions**, and select Battlefinity to cancel.

When you cancel, the cancellation will take effect at the **end of the current billing cycle**. You will retain access to the premium features until the current paid period expires, and the subscription will not be renewed thereafter. **Please note:** simply uninstalling the App or deleting your Battlefinity account will **NOT** automatically cancel your subscription – you **must** actively cancel via Apple or Google as described, otherwise you will continue to be billed.

**Refunds:** In general, **subscription fees are non-refundable**. When you cancel a Subscription, the cancellation will apply only to future charges; you will not receive a refund for the current billing period (except where required by law or platform policies). For instance, if you cancel midway through a month, you will not be refunded the remainder of that month but will continue to have access until the period ends. You might be entitled to a refund in certain jurisdictions or under certain platform rules. Suppose you believe you are entitled to a refund due to extenuating circumstances (such as a service outage or unintended charge). In that case, you must request the refund through Apple App Store or Google Play support, as those platform providers generally handle refunds for in-app purchases. We do not have the ability to issue App Store or Play Store refunds ourselves, but we will comply with their determinations. Apple may provide a refund for an app purchase or subscription if you report a problem and it deems a refund appropriate, but this is at Apple's discretion. Any **questions about billing** can also be directed to us at our support contact, but we may ultimately refer you to Apple/Google support for resolution.

**Subscription Changes:** We reserve the right to modify or terminate our offerings. If we discontinue a Subscription service, we may offer a pro-rata refund for any remaining unused period of a paid subscription or transition you to a different service of equivalent value. We will notify you of important changes to subscription content or these payment terms as required. Continuing to use the Subscription after changes take effect constitutes acceptance of the new terms or pricing.

**Late Payments:** If a recurring subscription charge is declined or fails, you may lose access to premium features. We may attempt to recharge for a short period. You are responsible for keeping your billing information current and correcting problems such as an expired credit card. We are not responsible for fees or charges imposed by your financial institution related to processing subscription payments.

**In-App Purchases Only:** Subscriptions and other in-app purchases can only be initiated through the App's interface and the official app store channels. We do not accept direct payments outside of the App. If you are presented with an opportunity to purchase Battlefinity

features outside the App (for example, someone offering you a “lifetime membership” for money directly), that is not authorized and likely a scam—please report it to us.

## Platform-Specific Terms (Apple App Store and Google Play)

If you downloaded Battlefinity through the Apple App Store or are using an iOS device, the following additional terms apply to you. Apple requires these terms for any app distributed through its App Store, and you and we agree that these provisions are enforceable by Apple as a third-party beneficiary of these Terms. If you downloaded Battlefinity via Google Play, similar acknowledgments apply in favor of Google.

**Acknowledgment (Apple):** You acknowledge that these Terms are **solely between you and the Company**, not with Apple. The Company, not Apple, is solely responsible for Battlefinity and its content. Your use of Battlefinity must comply with the **App Store Terms of Service**.

**Scope of License (Apple):** The license granted to you to use Battlefinity is a limited, non-transferable license to use the App **only on any Apple-branded devices that you own or control** and as permitted by the Usage Rules outlined in the App Store Terms of Service. In addition, you agree that your use of Battlefinity shall be for personal, non-commercial purposes.

**Maintenance and Support:** Apple is **not obligated** to furnish maintenance or support services for App. The Company is solely responsible for providing support or maintenance for Battlefinity as specified in these Terms or as required under applicable law. You acknowledge that we (and not Apple) are responsible for support, and any questions, complaints, or claims regarding Battlefinity should be directed to us (see **Contact Information** below).

**Warranty (Apple):** To the extent any warranty is required by law or by these Terms, the Company (not Apple) is solely responsible for such warranty. If Battlefinity fails to conform to any applicable warranty, you may notify Apple and Apple **may refund** the purchase price (if any) you paid for the App; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to Battlefinity, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to a warranty will be the Company's sole responsibility. (Please note: as a free app with in-app subscriptions, Battlefinity does not have a purchase price. See the **Subscription** section above and Apple's refund policies for subscription issues.)

**Product Claims:** You acknowledge that Apple is **not responsible** for addressing any claims by you or any third party relating to Battlefinity or your possession and/or use of Battlefinity. This includes, but is not limited to:

- Any product liability claims,

- Any claim that the App fails to conform to any applicable legal or regulatory requirement, or
- Claims arising under consumer protection or similar legislation.

The Company, as the developer of Battlefinity, is solely responsible for handling any such claims, to the extent required by law.

**Intellectual Property Rights (Apple):** If a third party claims that Battlefinity or your possession and use of this App infringes a third party's intellectual property rights, the Company (not Apple) will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim. We take intellectual property concerns seriously; see the **DMCA** section below for how to report infringement claims.

**Legal Compliance (Export Laws):** You represent and warrant that (i) you are **not located in a country** that is subject to a U.S. Government embargo or has been designated by the U.S. Government as a "terrorist supporting" country, and (ii) you are **not listed on any U.S. Government list** of prohibited or restricted parties. You also agree that you will not use Battlefinity for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture, or production of nuclear, missile, or chemical or biological weapons.

**Developer Contact / Contact Information:** Under Apple's requirements, our contact information for any end-user questions, complaints, or claims regarding Battlefinity is as follows: **Loadout Sàrl**. 1206 Geneva, Switzerland. Email: [alex@codmunity.gg](mailto:alex@codmunity.gg). You can also find this information in the App's listing on the App Store or Google Play. Please use this contact information for any inquiries or issues with the App.

**Third-Party Terms of Service:** You must comply with applicable third-party agreement terms while using Battlefinity. In particular, if you use a **Wi-Fi-only device** or a service that imposes data or usage limits, you must not violate your wireless data service agreement when using the App. Similarly, any **YouTube content** accessed via a link in Battlefinity is subject to YouTube's Terms of Service, and you are responsible for complying with YouTube's terms (or any other third-party content provider's terms) when you access their content through our App. We are not responsible for your compliance with third-party agreements, so please be mindful of those obligations.

**Third-Party Beneficiary (Apple):** You and the Company acknowledge and agree that **Apple, and Apple's subsidiaries, are third-party beneficiaries** of these Terms. Upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary. (In plain language: because Battlefinity is offered via the App Store, Apple can rely on and enforce certain promises you make in these Terms, even though Apple is not a party to this contract.)

**Google Play:** If you downloaded the App from Google Play, similar provisions apply with Google as the third-party beneficiary. You acknowledge that Google is not responsible for support or claims related to the App and that your use of the App must comply with Google Play's terms of service. Google and its affiliates shall have the right to enforce these Terms as third-party beneficiaries. Additionally, the **Google Play Developer Distribution Agreement** requires us to inform you that we grant you a nonexclusive, worldwide, perpetual license to install and use the App on your Android device, subject to compliance with these Terms.

These platform-specific terms do not limit any other provision of these Terms but apply in addition to them. In the event of any conflict between the platform terms above and the rest of our Terms, the provisions required by Apple or Google (as applicable) will take precedence to the extent of the conflict.

## DMCA and Copyright Infringement

The Company respects intellectual property rights and expects Battlefinity users to do the same. If you believe that any user-generated content in the App infringes your copyright or other intellectual property rights, you may submit a notice under the **U.S. Digital Millennium Copyright Act (DMCA)** or equivalent laws. We will respond to valid takedown notices and may remove the allegedly infringing content and/or terminate the accounts of repeat infringers as required by law.

**How to Submit a Notice:** To file a notice of infringement with us, please provide a written communication (by email is preferred for speed) that includes substantially the following:

1. **Identify the copyrighted work or other intellectual property** you claim has been infringed. If multiple works are involved, you can provide a representative list.
2. **Identify the content in our App** that you claim is infringing and that you request us to remove or disable. Please provide enough detail (such as a link to the content in the App or a description of where it appears) so we can locate it.
3. **Your contact information**, including your full name, mailing address, telephone number, and email address (if available).
4. A statement that you have a **good-faith belief** that the disputed use of the material is not authorized by the intellectual property owner, its agent, or the law.
5. A statement that the information in your notice is **accurate**, and under penalty of perjury, that you are the intellectual property owner or authorized to act on the owner's behalf.
6. An **electronic or physical signature** of the person authorized to act on behalf of the owner of the right that is allegedly infringed (simply typing your full name at the end of

the notice is acceptable for an electronic signature).

You may send this notice to us via email at: **alex@codmunity.gg** (Attn: Copyright Agent) or by mail to our address listed in Contact Information below.

Upon receipt of a valid infringement notice, we will respond promptly by removing or disabling access to the allegedly infringing content and notifying the user who posted it (if applicable). We will also inform the complaining party of our removal. If your content was removed due to a claim of infringement and you believe this removal was in error or that you have the right to post the content, you may submit a **counter-notification**. A counter-notification should include your contact information, identification of the content removed, a statement under penalty of perjury that you have a good faith belief the content was removed due to a mistake or misidentification, and your consent to the jurisdiction of your local U.S. Federal Court (or, if outside the U.S., to an appropriate judicial body). If we receive a valid counter-notification, we may restore the content unless the original complaining party notifies us within 10 business days that they have filed a court action to restrain the user from infringing.

Please note that under U.S. law, **false claims** in a DMCA notice or counter-notice can result in legal liability for damages. This process is for copyright and IP issues only. For other concerns (like privacy or abuse), please contact support through other means.

## Termination of Use

**By You:** You may stop using Battlefinity at any time. If you wish to delete your account entirely, you can do so through any account deletion feature in the App (if available) or by contacting us at our support email requesting to delete your account. Deleting your account will remove your profile and personal data from active service, though some data (like content you posted) may persist in backups or if others have shared it. Please consult our Privacy Policy for details on data deletion. Remember that **cancelling a subscription is a separate process** handled via the App Store (see **Subscription and Payment Terms** above). If you delete your account or uninstall the App without cancelling your subscription, recurring fees may continue until you properly cancel with Apple or Google.

**By Us:** We reserve the right to **suspend or terminate** your access to Battlefinity (or certain features of the App) at any time, **with or without notice**, if we have reason to believe that: (a) you have violated these Terms or any applicable law; (b) you create risk or possible legal exposure for us; (c) your account has been inactive for an extended period; or (d) our provision of the App to you is no longer commercially viable. We also have the right to remove or disable any user content you have contributed if it violates these Terms or is otherwise objectionable. In serious cases (for example, posting harmful or illegal content, or fraudulent behavior), we may terminate your account immediately and ban you from re-registering, at our sole discretion. The Company shall not be liable to you for any suspension or termination of your account or access to the App, including for the deletion of your content, provided that we act by these Terms.

If we terminate your account and you believe this was in error, you may contact us to request reconsideration. We may (but are not obligated to) consider your explanation and, in our discretion, restore access if appropriate. However, we are under no obligation to provide access to the App to any individual.

**Effect of Termination:** Upon any termination of these Terms (whether by you or us), the rights and licenses granted to you will end immediately. You must cease using the App and uninstall any App copies on your devices. Any provisions of these Terms that should survive termination (such as intellectual property rights, disclaimers, indemnities, limitation of liability, and governing law) will survive. If your account is terminated or suspended, you may lose access to any content or data associated with your account (we may permanently delete your data from our systems by our data retention policies). We are not required to provide you with copies of your content or data once your access is terminated, except as may be required by applicable law.

## Disclaimer of Warranties

**Use at Your Own Risk: Battlefinity is provided “AS IS” and “AS AVAILABLE”.** Your use of the App and any content (including user-generated loadouts or advice) is at your sole risk. To the maximum extent permitted by law, the Company disclaims all warranties of any kind, whether express, implied, or statutory, regarding the App. This includes, but is not limited to, any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. We make **no warranty** that the App will meet your requirements or expectations, that it will be uninterrupted, timely, secure, or error-free, or that any results obtained from its use will be accurate or reliable.

**No Guarantee of Content:** We do not guarantee the completeness, accuracy, or usefulness of any information on Battlefinity. This includes user-generated content such as game loadouts or strategies. User content reflects the opinions and experiences of the individual users, not the Company. **We do not endorse or verify** the accuracy or reliability of any advice, opinion, statement, or other information users provide. If you rely on any material presented through the App, you do so solely at your own risk.

**Technical Accuracy and Availability:** While we strive to keep the App running, Battlefinity's availability and operation may be subject to factors outside our control. We do not warrant that the App will function without delays, failures, or disruptions. We cannot guarantee that Battlefinity will be compatible with all devices or work flawlessly with every hardware or software environment. The App may experience interruptions due to maintenance, updates, or network issues. We are not responsible for any damages or losses caused by your inability to access or use the App during downtime or any technical malfunction.

**No Warranties for Third-Party Services:** Any third-party services, content or links (such as YouTube videos, analytics services, or authentication by Google/Firebase) that are incorporated or accessible in Battlefinity are not warranted or controlled by us. We make no guarantees regarding the availability or functionality of third-party services. For example, if a YouTube video

link provided by a user becomes broken or the video is removed, that is outside our control and we provide no warranty for such third-party content.

**Not Professional Advice:** Any information available in Battlefinity (for example, gaming tips, weapon loadout suggestions, or community discussions) is for **informational and entertainment purposes** only. It is not professional advice. We are not liable for any actions you take due to information you obtain through the App. Always use your best judgment and consider verifying important information through official game sources or other channels.

**Platform Stores:** Neither Apple, Google, nor any other app store provider has any warranty obligation to you with respect to Battlefinity, and each disclaims any such warranties. As noted in the Platform Terms section, Apple will provide a refund for the app's purchase price if it fails to conform to an applicable warranty (if any), but since our App is free, there is no purchase price to refund in such a scenario. In any case, to the extent any warranty exists under law that cannot be disclaimed, the Company (not Apple or Google) shall be solely responsible.

**No Other Warranty: No advice or information** (whether oral or written) obtained from the Company or through the App shall create any warranty not expressly stated in these Terms. The Company does not warrant that any defects or errors in the App will be corrected, or that the App will be free of viruses or other harmful components. You are advised to use appropriate security measures (like up-to-date antivirus software) on your devices.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation of implied warranties. If these laws apply to you, some or all of the above disclaimers may not use, and you might have additional rights. In such cases, our warranties are limited to the minimum scope allowed by applicable law.

## Limitation of Liability

**No Indirect Damages:** To the fullest extent permitted by applicable law, in no event will the Company or its directors, officers, employees, agents, partners, or affiliates be liable for any **indirect, incidental, special, consequential, punitive, or exemplary damages** whatsoever, including but not limited to damages for lost profits, lost data, loss of goodwill, service interruption, computer damage, or system failure, or the cost of substitute services, arising out of or in connection with these Terms or from the use of or inability to use Battlefinity, whether based on warranty, contract, tort (including negligence), strict liability, or any other legal theory, and whether or not the Company has been advised of the possibility of such damages. This limitation of liability applies to any damages arising from (i) your use or misuse of, or reliance on, the App or any content on the App, (ii) your inability to use the App, (iii) the interruption, suspension, modification, alteration, or termination of the App, or (iv) any bugs, viruses, trojan horses, or the like that may be transmitted to or through our App.

**Cap on Liability:** To the fullest extent permitted by law, the **aggregate liability of the Company** for all claims relating to the App or these Terms, regardless of the form of the action,

shall **not exceed the greater of:** (a) the total amount (if any) of subscription fees that you paid to us for the specific service or feature in the six (6) months immediately preceding the event giving rise to the claim, or (b) **USD \$50**. If you have not paid any amounts to the Company (for example, if you only use the free features), our sole liability will be limited to fifty U.S. dollars. This limitation applies collectively to the Company and its affiliates, as well as their respective directors, officers, employees, and agents.

**User Content and Interactions:** You understand that we are not responsible for the statements or behavior of any third parties (including other users) on or off the App. This means that if another user misuses the App, posts offensive or illegal content, or otherwise violates your rights or causes you harm, the Company's liability to you is limited as outlined in this section. **You assume all risk when using Battlefinity and interacting with other users.** You release the Company from any claims or liability related to any content posted by others or the actions of other users.

**Third-Party Integrations:** The Company disclaims any liability for third-party services or integrations (such as Firebase, Google Analytics, RevenueCat, YouTube, or any third-party websites or content users link to). Those third parties have their own liability limits and terms. We are not liable for information or services provided by third parties, or for any acts or omissions of third-party providers.

**Data Loss:** You are responsible for backing up any important data. While we strive to maintain data integrity, we are not liable for loss of any data (including user content, profile information, or preferences) due to system failure, network issues, bugs, unauthorized access, or any other reason. In the event of data loss or corruption, your sole remedy (if any) is to have us attempt to restore the lost data from available backups if possible, or to receive subscription credit in our discretion if the loss materially impacts paid features.

**Applicability:** Some jurisdictions do not allow the exclusion or limitation of certain damages. If laws in a relevant jurisdiction (for example, certain state laws in the USA or consumer laws in the EU) prohibit the exclusion of certain warranties or the limitation of certain liabilities, the above limitations may not fully apply to you. In that case, our liability is limited to the **maximum extent permitted by law**. Nothing in these Terms is intended to exclude or limit our liability where it would be unlawful to do so (for example, for gross negligence, willful misconduct, or death/personal injury caused by our proven negligence).

**Release:** To the extent permissible by applicable law, you agree to release and discharge the Company and its affiliates from any and all claims or damages (actual or consequential) arising from or in any way connected with any dispute you may have with another user of the App or any third party whose site or content is linked through the App.

## Indemnification

You agree to **indemnify, defend, and hold harmless** Loadout Sàrl (the Company) and its officers, directors, employees, agents, affiliates, and partners from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees and costs) that arise out of or are related to:

- Your use or misuse of Battlefinité, or any content you post or share through the App;
- Your violation of these Terms or of any law or regulation;
- Your infringement or violation of any rights of another (including any intellectual property, privacy, publicity, or other rights of any person or entity); or
- Any misrepresentation made by you.

We reserve the right, at our own expense, to assume the **exclusive defense and control** of any matter otherwise subject to indemnification by you (in which case you agree to cooperate with our defense of such claim). You agree not to settle any such matter without the Company's prior written consent. This indemnification obligation will survive any termination of your account or these Terms.

## Governing Law and Dispute Resolution

**Governing Law:** These Terms and any dispute arising out of or related to them or the App will be governed by and construed by the laws of **Switzerland**, without regard to its conflict of law principles. If you reside outside of Switzerland, you understand and agree that the laws of Switzerland will apply to your use of the App and these Terms. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to these Terms.

**Jurisdiction:** You and the Company agree that any judicial proceeding to resolve claims relating to these Terms or Battlefinité will be subject to the exclusive jurisdiction of the competent courts in **Geneva, Switzerland**, subject to any mandatory arbitration or other dispute resolution provisions below. You and the Company consent to venue and personal jurisdiction in such courts, and you waive any objections or defenses based on lack of jurisdiction or inconvenient forum. Suppose you are a consumer residing in a country with laws giving consumers the right to bring disputes in their local courts (e.g., EU consumers). In that case, this paragraph does not override those laws, and you may be able to bring proceedings in your country of residence.

**Arbitration and Class Action Waiver (if applicable):** At this time, we do not require arbitration of disputes, and we have not included a formal arbitration clause or class action waiver in these Terms. However, if any dispute arises between you and us, we strongly encourage you to contact us first and attempt to resolve the issue informally. In the future, we reserve the right to institute an arbitration agreement or similar dispute resolution mechanism by modifying these

Terms, in compliance with applicable law (and with notice to you and opportunity to opt-out if required by law).

**Injunctive Relief:** Notwithstanding the above, you agree that certain violations of these Terms (such as infringement of intellectual property rights or unauthorized use of the service) may cause irreparable harm to the Company for which monetary damages would be inadequate. In such cases, the Company may seek injunctive or equitable relief (such as a court order to stop you from doing something) without the requirement to post a bond and any other remedies available.

**Time Limit to Bring Claims:** To the extent permitted by law, any claim or cause of action arising out of or related to your use of the App or these Terms must be filed within **one (1) year** after such claim or cause of action arose, or else it will be permanently barred. (This does not apply to consumer claims in jurisdictions that do not allow such a shortened limitation period.)

## Changes to These Terms

The Company reserves the right to modify or update these Terms at any time. If we make material changes, we will notify you through a prominent notice within the App, an in-app message, via email (if we have your email on file), or by updating the “Last updated” date at the top of these Terms. **It is your responsibility to review these Terms periodically** for any changes. Updated Terms will be effective as of the time of posting (or a later effective date as specified, if any).

By continuing to access or use Battlefinitly after updated Terms have been posted, you **agree to be bound by the revised Terms**. If you do not agree to any update, you must stop using the App and, if applicable, cancel any subscriptions. We will indicate at the top of the Terms when it was last revised. For minor or legally required changes, we may not provide advance notice, so please check back from time to time.

## Miscellaneous

**Entire Agreement:** These Terms (along with the Privacy Policy and any additional guidelines or policies we provide) constitute the entire agreement between you and the Company regarding Battlefinitly and supersede all prior or contemporaneous understandings and agreements, whether written or oral, relating to the App. Any additional documents (like terms for specific features or promotions) are incorporated by reference into these Terms.

**Severability:** If any provision of these Terms is held invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect. Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

**Assignment:** You may not assign or transfer these Terms or any of your rights or obligations hereunder, in whole or in part, without our prior written consent. We may freely assign these Terms (in whole or part) as part of a merger, acquisition, sale of assets, or by operation of law or otherwise. These Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.

**No Waiver:** The Company's failure or delay in exercising any right, power, or privilege under these Terms shall not operate as a waiver thereof. Any waiver of any provision of these Terms will be effective only if in writing and signed by the Company.

**No Partnership:** Nothing in these Terms shall be deemed to create any joint venture, partnership, employment, or agency relationship between you and the Company. Neither party has the authority to bind the other or incur obligations on the other's behalf.

**Third-Party Beneficiaries:** Except as expressly stated in these Terms (for example, Apple and Google's rights as third-party beneficiaries of certain provisions), this agreement has no other third-party beneficiaries. These Terms are for the benefit of you and the Company only.

**Headings:** Section titles or headings in these Terms are for convenience only and have no legal or contractual effect.

**Force Majeure:** The Company will not be liable for any delay or failure to perform as required by these Terms because of any cause or condition beyond our reasonable control (e.g., war, riots, fire, flood, natural disaster, pandemic, internet or telecommunications failures, government action, or the failure of third-party services).

## Contact Information

If you have any questions, concerns, or feedback about these Terms or the Battlefinity App, or if you need to reach us for any reason, you can contact us at:

- **Company Name:** Loadout Sàrl
- **Address:** 1206 Geneva, Switzerland
- **Email:** alex@codmunity.gg
- **Contact Person:** Alexandre (Managing Director)

We will do our best to respond to your inquiries in a timely manner. Please also refer to our **Privacy Policy** to understand how we collect, use, and protect your information.