# **Terms and Conditions**

Last Updated: April 11, 2025

These Terms and Conditions ("Terms") govern your use of the mobile application **Dilly for Fortnite** and any related services provided by **Dilly Entertainment Inc** ("Company," "we," "us," or "our"). By downloading, accessing, or using the App, you agree to be bound by these Terms and our [Privacy Policy](INSERT LINK). If you do not agree, please discontinue use of the App.

### 1. License to Use the App

We grant you a limited, non-exclusive, non-transferable, revocable license to use the App for personal, non-commercial purposes, subject to these Terms. You may not:

- Copy, modify, reverse engineer, or create derivative works of the App.
- Use the App for unlawful purposes or to violate any applicable laws.
- Interfere with or attempt to gain unauthorized access to the App or its systems.

## 2. In-App Content and Features

- The App may include features such as skins, combos, and community-generated content. You are solely responsible for any content you create or share within the App.
- You must not post or share content that is illegal, offensive, infringing, or harmful to others.
- We may remove or restrict access to content at our discretion.

## 3. In-App Purchases

- Certain features or content may be available through in-app purchases.
- All purchases are processed through Apple's App Store or Google Play and are subject to their terms and policies.
- Purchases are generally **non-refundable**, except as required by law or platform policy.

#### 4. User Accounts

- Some features may require you to create an account. You agree to provide accurate information and keep your login credentials secure.
- You are responsible for all activity under your account. If you suspect unauthorized use, you must notify us at adam@dilly.gg.

### 5. Intellectual Property

All rights, title, and interest in the App (excluding user-generated content) are owned by **Dilly Entertainment Inc** or its licensors. You may not use our trademarks, logos, or branding without written permission.

## 6. Eligibility and Age Requirements

- The App is rated **4+** on the App Store and may be used by children.
- We comply with the Children's Online Privacy Protection Act (COPPA) in the United States and with applicable child data protection laws worldwide (such as GDPR in the European Union).
- If you are under the age of digital consent in your country (13 in the United States, up to 16 in the European Union), your parent or legal guardian must consent to our collection and use of your personal data as described in our [Privacy Policy](INSERT LINK).
- Parents and guardians may review or request deletion of their child's information at any time by contacting us at adam@dilly.gg.

# 7. Third-Party Services and Ads

The App may display advertisements or include links to third-party services. We are not responsible for the content, policies, or practices of third parties.

### 8. Disclaimer of Warranties

The App is provided "as is" and "as available" without warranties of any kind. We do not guarantee that the App will be error-free, secure, or uninterrupted.

### 9. Limitation of Liability

To the maximum extent permitted by law, **Dilly Entertainment Inc** shall not be liable for any indirect, incidental, or consequential damages arising from your use of the App. Our total liability will not exceed the amount you paid (if any) for using the App.

### 10. Termination

We may suspend or terminate your access to the App at any time if you violate these Terms. You may stop using the App and delete it from your device at any time.

# 11. Governing Law

These Terms are governed by the laws of the State of Rhode Island, United States, without regard to conflict of law principles.

# 12. Changes to These Terms

We may update these Terms from time to time. The updated version will be effective as soon as it is posted in the App or on our website. Continued use of the App means you accept the changes.

### 13. Contact Us

If you have any questions about these Terms, contact us at:

#### **Dilly Entertainment Inc**

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