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Terms of Service

Limitless Gaming, LLC · Limitless Roleplay / Limitless Roleplay Infinity

Effective Date: October 24, 2026

Replaces: Terms of Service effective August 8, 2019

Welcome to Limitless Roleplay. These Terms of Service (“**Terms**”) are a legal agreement between you and **Limitless Gaming, LLC**, a Kentucky limited liability company (“**Limitless**,” “**we**,” “**us**,” or “**our**”). They cover your use of our Services (defined in Section 2). Please read them carefully. **Section 27 has a binding arbitration agreement and a class action waiver that affect your legal rights.**

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1. Agreement to These Terms

1.1 By accessing or using any part of the Services, you agree to be bound by: (a) these Terms; (b) our Privacy Policy (Section 19); (c) the Server Rules (Section 7); and (d) any other terms, conditions, disclaimers, and limitations we make available to you through the Services, such as terms for special offers, events, or promotions. Together, these documents, as amended from time to time, make up your “**Agreement**” with us.

1.2 If you do not agree with every part of the Agreement, do not use the Services. Your only remedy if you disagree is to stop using the Services.

1.3 If you have questions about these Terms, email josh@limitlessrp.net.

2. Definitions

In these Terms:

- “**Services**” means all products and services owned, operated, or maintained by Limitless, including:
 - the website at www.limitlessrp.net and its subdomains (the “**Website**”);
 - our forums at forum.limitlessrp.net;
 - our Discord server(s), including discord.gg/llrp (the “**Discord**”);
 - our FiveM game server(s), including the server reached at play.limitlessrp.net:30120 (the “**Game Server**”); and
 - our in-game and online store (the “**Store**”).
- “**Server Rules**” means the community, gameplay, and roleplay rules posted on the Website, forums, or Discord, as updated from time to time, including any Discord-specific rules.
- “**Account**” means any account, profile, character, or identifier you use to access the Services, including your Website or forum account, your Discord account as linked to the Services, your Cfx.re/FiveM account, and any in-game characters.
- “**Content**” means all text, graphics, logos, icons, images, audio, video, maps, vehicles, scripts, software, and other material made available through the Services, but not User Content.
- “**User Content**” means any content you create, post, upload, stream, or share in or through the Services, or that shows your use of the Services, such as clips, streams, screenshots, videos, forum posts, and messages.
- “**Virtual Items**” means in-game currency, items, vehicles, properties, perks, priority queue access, roles, cosmetics, and any other digital goods or benefits available in or through the Services.
- “**Staff**” means the administrators, moderators, developers, and other team members Limitless authorizes to act on its behalf.
- “**you**” and “**your**” mean any person who uses, registers for, visits, or takes advantage of any feature, function, offer, or link in the Services.

3. Eligibility and Age Requirements

3.1 **Minimum age.** You must be at least **16 years old** to use the Services.

3.2 **Users aged 16 and 17.** If you are 16 or 17, you may use the Services only with the consent of your parent or legal guardian. Your parent or guardian must review and agree to these Terms for you and is responsible for your use of the Services, including any purchases.

3.3 **Mature content.** The Services are built on *Grand Theft Auto V*, which the ESRB rates **M (Mature 17+)**. Roleplay on the Services may include violence, crime, strong language, and other mature themes. By using the Services, you confirm that you understand this. Parents and guardians should decide whether this content is right for their teen.

3.4 **Local law.** If the law where you live sets a higher age for using online services or agreeing to these Terms, you must meet that age or have the required parental consent. You may not use the Services if the law where you live prohibits it, or if we have previously banned you.

3.5 **Platform requirements.** To use the Game Server, you must own a legitimate, licensed copy of *Grand Theft Auto V* and have a valid Cfx.re/FiveM account. To use the Discord, you must meet Discord's own age and account requirements.

4. No Affiliation with Rockstar Games, Take-Two, or Cfx.re

4.1 Limitless Roleplay is an independent community. It is **not endorsed by, sponsored by, or affiliated with Rockstar Games, Inc., Take-Two Interactive Software, Inc., or Cfx.re/FiveM**, or any of their affiliates. *Grand Theft Auto*, *Grand Theft Auto V*, and related marks belong to their respective owners.

4.2 When you use the Services, you must also follow the terms and policies that apply to those platforms, including the Rockstar Games and Take-Two terms that cover *Grand Theft Auto V*, the Cfx.re/FiveM terms of service and platform license agreement, and Discord's Terms of Service and Community Guidelines. If those terms conflict with these Terms on how you use that platform, the platform's terms control for that platform.

5. Accounts

5.1 **Registration.** Some features, including purchasing from the Store, posting on the forums, and joining the Game Server, require an Account. You agree to provide and maintain accurate, current, and complete information, including contact information we can use for notices. We may take steps to verify the information you provide.

5.2 **No impersonation.** You may not impersonate any person or entity or misrepresent your affiliation with one. This includes using another person's username, password, Account, name, or likeness, or providing false information.

5.3 **Account security.** You are responsible for taking reasonable steps to keep your login details confidential. You are responsible for all activity under your Account that you can reasonably control. Tell us promptly at josh@limitlessrp.net if you learn of any unauthorized use of your Account or any other security breach involving the Services.

5.4 **No transfers.** Unless we expressly authorize it in writing, you may not sell, buy, trade, share, or otherwise transfer any Account, character, Virtual Item, or access to the Services, including through auction or third-party marketplace websites.

5.5 **Repeat violators.** We have adopted and implemented a policy under which we terminate, in appropriate circumstances, the Accounts of users who repeatedly violate the Agreement. We may also suspend or terminate your Account and your access to the Services if you engage in, encourage, or advocate illegal conduct, whether intentional or not.

6. Code of Conduct

6.1 You agree **not** to do any of the following while using the Services:

- Intentionally or knowingly violate any applicable law, regulation, or agreement you are bound by (including this Agreement) or the rights of any other person.
- Misrepresent your identity or anyone else's, use buying agents, or engage in fraud.
- Access, tamper with, or use any non-public area of the Services or of Limitless's computer systems, resources, programming, code, or communications, unless we authorize it.
- Frame the Services, or link to the Services in a way that suggests a false endorsement or affiliation (see Section 17.3).

6.2 Additional rules of conduct. We may decide in our sole discretion that you have violated these Terms if you:

- Post, transmit, promote, or distribute content that is illegal.
- Harass, threaten, embarrass, dox, or spam another player, or do anything else to another player that is unwanted, such as repeatedly sending unwanted messages or making personal attacks or statements about race, ethnicity, sexual orientation, gender identity, religion, disability, heritage, or similar characteristics.
- Organize, carry out, or take part in any activity, group, gang, faction, or organization that is harmful, abusive, hateful, discriminatory, obscene, threatening, bullying, sexually explicit, defamatory, infringing, invasive of privacy or publicity rights, or encourages illegal conduct, or that a reasonable person would find objectionable or inappropriate. **Hate speech is not tolerated.**
- Use abusive, offensive, or defamatory usernames, character names, or personas.
- Disrupt chat, voice, gameplay, forums, Discord, or any other part of the Services. This includes interfering with the normal flow of gameplay or conversation, posting commercial messages, and flooding or spamming (for example, repetitive text, excessive capital letters, or oversized images).
- Impersonate any person (including celebrities or Staff), falsely claim to be Staff or to represent Limitless, or falsely claim to represent any of our partners or affiliates.
- Try to obtain another person's password, Account details, or other private information.
- Upload any software or content you do not own or do not have permission to distribute.
- Promote, encourage, or take part in hacking, cracking, phishing, exploiting, or cheating, or in distributing counterfeit software or unauthorized Virtual Items.
- Upload files that contain viruses, worms, spyware, time bombs, corrupted data, or other harmful code.
- Post or send advertising, promotional messages, chain letters, pyramid schemes, or other commercial solicitations in-game, on the forums, or on the Discord without our permission. (Sharing your own streams and videos is covered by Section 10.)
- Misuse in-game support, report, or complaint tools, or make false reports to Staff.
- Use or distribute unauthorized "auto," "macro," mod menu, injector, or other cheat software, or any tool that hacks, alters, or automates gameplay.
- Modify or try to modify any file or part of the Services that we have not specifically authorized you to modify.
- Post or share any person's real-world personal information through the Services.
- Try to interfere with, hack into, or decipher any transmission to or from the servers that run the Services, or attack the Services (for example, with denial-of-service attacks).
- Use, share, or communicate exploits, bugs, undocumented features, design errors, or cheats, instead of reporting them to Staff.

- Access the Services through any unauthorized server, client, or service. You do so at your own risk, other terms may apply, and we are not responsible for it.
- Interfere with other people's enjoyment of the Services, or take actions that materially increase the cost of providing the Services.
- Conduct any activity that violates the laws of any jurisdiction, including copyright or trademark infringement, defamation, invasion of privacy, identity theft, hacking, stalking, fraud, or distributing counterfeit software.

6.3 **"Roleplay" is not an excuse** for breaking these Terms, the Server Rules, or any other policy.

7. Server Rules and Enforcement

7.1 **Rules are part of these Terms.** The Server Rules, including the Discord rules, are incorporated into these Terms by reference. The current Server Rules are posted at <https://www.limitlessrp.net/rules.html>. Individual parts of the Services, such as departments, jobs, events, or the forums, may post additional rules that also apply. If the Server Rules conflict with these Terms, these Terms control.

7.2 **Enforcement actions.** If we or our Staff believe you have broken the Agreement, we may take any action we consider appropriate, with or without prior notice. These actions include:

- verbal or written warnings;
- kicks from the Game Server or Discord;
- temporary suspensions or mutes;
- permanent bans, including bans tied to your Account identifiers and devices;
- removing, resetting, or wiping characters, money, inventory, properties, vehicles, or other Virtual Items; and
- removing roles, perks, or privileges.

Enforcement decisions are made in our sole discretion. We are not required to give a reason or to warn you before acting. Our enforcement choices in one case do not limit how we act in any other case.

7.3 **Evading enforcement.** You may not create or use another Account, device, or identity to evade a kick, suspension, or ban. Ban evasion may lead to a permanent ban on all of your Accounts.

7.4 **Appeals.** If you believe an enforcement action was a mistake, you may submit a ban appeal using the form at <https://forum.limitlessrp.net/index.php?form/ban-appeal.4/select>, or through any other appeal process we post on the Website, forums, or Discord. Appeals are reviewed at our discretion, and the result is final.

8. Moderation and Content Removal

8.1 Except where we say otherwise, we have no obligation to monitor activity on the Services. However, we may log, monitor, review, and record activity on the Services, including in-game voice and text chat, to run the community, enforce our rules, and keep the Services secure, as described in our Privacy Policy.

8.2 We may remove, hide, or edit any User Content or other material on the Services at any time in our sole discretion. We have no liability to you for your violation of the Agreement or for anyone else's violation of it.

9. User Content

9.1 You own your User Content. As between you and Limitless, you keep ownership of the User Content you create, such as your clips, streams, screenshots, videos, artwork, and forum posts. This does not give you any ownership of our Content or Virtual Items that appear in your User Content.

9.2 License to Limitless. You grant Limitless a non-exclusive, worldwide, royalty-free, transferable, and sublicensable license to use, host, store, reproduce, display, publicly perform, share, and distribute your User Content, and to make reasonable edits to it (for example, cropping or adding captions), in connection with operating, promoting, and marketing the Services. This includes featuring your User Content on our Website, Discord, and social media channels. Where practical, we will credit you when we feature your User Content. This license continues for User Content already shared or incorporated into promotional material even if you stop using the Services, but you may ask us to stop featuring specific User Content in new promotional uses by emailing josh@limitlessrp.net.

9.3 Your promises. You promise that you have all the rights needed to post your User Content and to grant the license above, and that your User Content does not violate these Terms, the Server Rules, or anyone else's rights.

10. Streaming, Recording, and Content Creation

10.1 You may stream and monetize. We welcome content creators. You may stream, record, and publish videos of your own gameplay on the Services, and you may monetize that content (for example, through platform ad revenue, subscriptions, donations, and sponsorships), as long as you follow these Terms, the Server Rules, and the terms of the platforms you use.

10.2 Conditions. When you create content on the Services:

- Do not state or imply that you are affiliated with, endorsed by, or speaking for Limitless unless we have authorized it in writing. You may say that you play on Limitless Roleplay.
- Do not use our logos or branding in a way that suggests you are an official Limitless channel.
- Follow the Server Rules on streaming, such as rules on stream sniping or metagaming.
- Do not use content creation to harass other players or to share their real-world personal information.

10.3 Recording by players, streamers, and Staff. No expectation of privacy. In-game voice chat and text chat on the Services may be recorded by any player, streamer, or Staff member at any time, without notice to you or anyone else. These recordings may be streamed or published, and may be submitted in reports and reviewed by Staff for moderation. Your character, username, in-game actions, voice, and chat may appear in other players' streams, videos, and clips. **You should have no expectation of privacy in in-game voice or text chat.** By using the Services, you consent to being recorded in this way. If you do not want your voice or messages recorded, do not use in-game voice or chat. Recordings made by other players are controlled by those players and the platforms that host them, not by us. See also our Privacy Policy.

10.4 We may withdraw the permission in this Section from anyone who abuses it.

11. Purchases and Payments

11.1 Voluntary support. Limitless is funded by players who choose to support the community. Purchases are entirely voluntary and are not required to play. This Section applies to the Store when it is available.

11.2 Payment processor. Store purchases are handled by our third-party payment processor, **Tebex**, or any other processor we use in the future. The processor's own terms and privacy policy apply to your payment, and your card issuer or payment provider agreement may contain additional terms about your rights and liabilities. Your card and payment details are handled by Tebex and its payment providers. We do not receive or store your full card number.

11.3 Platform rules. We offer purchases in line with the terms of Cfx.re/FiveM and Rockstar Games that apply to community servers. We may change, limit, or remove any Store offering to stay compliant with those terms.

11.4 Prices and changes. We may change prices, offerings, fees, and billing methods at any time, with or without notice. Price changes do not affect purchases you have already completed. You are responsible for any taxes that apply to your purchase, unless the processor collects them for you.

11.5 Subscriptions and recurring billing. When available, the Store may offer subscription packages that bill on a recurring basis (for example, monthly). If you buy a subscription:

- **Auto-renewal.** Your subscription renews automatically at the end of each billing period, and you authorize the processor to charge your payment method for each renewal at the then-current price, until you cancel.
- **Cancel anytime.** You can cancel at any time through Tebex (or the processor that handled your purchase), for example through the subscription management link in your purchase receipt or your payment provider account. Cancelling stops future charges. To avoid being charged for the next period, cancel before the renewal date.
- **Current period.** After you cancel, your subscription benefits continue until the end of the period you have already paid for, unless your Account is suspended or banned. Except where the law requires otherwise, there are no refunds or credits for the current period or for any partial period.
- **Price and benefit changes.** We may change subscription prices or benefits. We will give you notice of a price increase before it applies to your next renewal, for example by email from the processor, on the Store, or in the Discord. If you do not cancel before the change takes effect, the new price applies.
- **Failed payments.** If a renewal payment fails, we or the processor may suspend your subscription benefits until payment succeeds.

The billing period, price, and renewal terms for each subscription will be shown at checkout.

11.6 Purchases by minors. If you are under 18, you may make purchases only with permission from your parent or legal guardian.

12. Virtual Items

12.1 License, not ownership. Virtual Items are licensed to you, not sold. When you earn or buy a Virtual Item, we grant you a limited, personal, non-exclusive, non-transferable, non-sublicensable, revocable license to use it on the Services for as long as we provide it. You do not own Virtual Items, and you have no property interest in them.

12.2 No real-world value. Virtual Items have no real-world monetary value. They cannot be redeemed, exchanged, or sold for real money, goods, or anything else of value outside the Services, except as we expressly allow in the Services. Real-money trading of Virtual Items or Accounts is prohibited.

12.3 Changes, resets, and wipes. We may manage, change, rebalance, limit, reset, or remove any Virtual Item, character, or part of the in-game economy at any time, with or without notice. This includes full or partial economy wipes, character wipes, and changes made at a relaunch. We have no liability to you for doing so, and no refund or compensation is owed, unless the law requires it.

12.4 Loss on termination. If your Account is suspended, banned, or terminated, or if the Services end, you will lose access to your Virtual Items without refund or compensation, unless the law requires otherwise.

13. Refunds and Chargebacks

13.1 No refunds. Except where required by law, all purchases are final and non-refundable, including purchases of Virtual Items, perks, and Store packages, and including when your Account is suspended or banned or when Virtual Items are changed or wiped.

13.2 Your legal rights. Nothing in these Terms takes away any right to a refund or other remedy that you have under laws that cannot be waived by contract. If you live in the EU or UK, you ask us to deliver digital content right away when you buy it, and you acknowledge that, to the extent the law allows, you lose your right to withdraw from the purchase once delivery begins.

13.3 Chargebacks. If you file a chargeback, payment dispute, or reversal instead of contacting us first, we may suspend or permanently ban your Account and remove any Virtual Items linked to the purchase. You are responsible for any chargeback, reversal, dishonored payment, or related fees we incur because of your Account. If you think there is a problem with a charge, please email josh@limitlessrp.net first.

14. Our Intellectual Property

14.1 Ownership. All Content is copyrighted material owned by or licensed to Limitless. Content may include trademarks, service marks, and trade names owned by us or by third parties.

14.2 Limited permission. Subject to these Terms, we grant you a limited, revocable, non-exclusive, non-transferable permission to access and use the Content for your personal, non-commercial use of the Services. Section 10 separately allows you to stream, record, and monetize your gameplay.

14.3 Restrictions. Except as these Terms allow or as a Company Official of Limitless authorizes in writing, you may not sell, reproduce, distribute, copy, resell, modify, publicly display, publicly perform, create derivative works from, frame, mirror, repost, or commercially exploit any Content. Even with our consent, you may not use Content in a way that is likely to confuse others or that disparages or discredits us.

14.4 Effect of violation. If you violate this Section, your permission to use the Content ends automatically. You must immediately destroy any Content you have copied, and we may end your access to the Services.

14.5 Reservation of rights. Nothing in these Terms gives you any license or right under any copyright, trade secret, patent, trademark, or other intellectual property right except as expressly stated. We reserve all rights not expressly granted.

15. Code and Resource Ownership

15.1 All code, scripts, FiveM resources, maps, assets, websites, and similar materials created for use on Limitless Roleplay by any developer appointed by Limitless are the sole property of Limitless Gaming, LLC, unless Limitless agrees otherwise in writing.

15.2 You agree not to release, leak, re-use, share, sell, or keep any code, resource, website, or similar material belonging to Limitless Gaming, LLC (Limitless Roleplay) without our written permission. This includes material you got through your role as a developer or Staff member.

15.3 Breaking this Section is grounds for legal action in the courts of Pulaski County, Commonwealth of Kentucky, and for any other remedy available at law or in equity, including injunctive relief. Claims under this Section are not subject to arbitration (see Section 27.1).

16. Copyright Complaints (DMCA)

16.1 We respect intellectual property rights. If you believe material on the Services infringes your copyright, send a written notice to our designated agent:

Designated Copyright Agent: Josh, Limitless Gaming, LLC
650 S Highway 27 Ste 5 # 211, Somerset, KY 42501, USA
Email: josh@limitlessrp.net

16.2 Your notice must include:

1. a physical or electronic signature of the copyright owner or a person authorized to act for them;
2. identification of the copyrighted work you claim is infringed;
3. identification of the material you claim is infringing and enough information for us to find it (for example, a URL or Discord message link);
4. your contact information (name, address, phone number, and email);
5. a statement that you believe in good faith that the use is not authorized by the copyright owner, its agent, or the law; and
6. a statement, under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act for them.

16.3 **Counter-notices.** If your material was removed and you believe that was a mistake or misidentification, you may send a counter-notice to the same agent as allowed by 17 U.S.C. § 512(g).

16.4 **Repeat infringers.** We will terminate, in appropriate circumstances, the Accounts of users who repeatedly infringe.

17. Third-Party Content, Services, and Links

17.1 **Third-party content.** Opinions, advice, statements, offers, events, and other content made available through the Services by third parties, including other players, belong to their authors or distributors and not to us. We do not endorse them and are not responsible for them, including their accuracy or reliability, unless they come from a Staff

member we have authorized to speak for us in an official capacity.

17.2 Links to other sites. The Services may contain links to other websites, services, and resources. We are not responsible for their availability or accuracy, or for any content, advertising, or products on them. A link does not mean we endorse, have verified, have reviewed, or monitor the linked site.

17.3 Linking to us. You may link to our Website, forums, Discord invite, and Game Server, and share them, by normal means. You may not frame or mirror any part of the Services, or link in a way that falsely suggests we endorse, sponsor, or are affiliated with you, your content, or any product or service, without our written permission.

18. Parental Control Notice

As required by the Communications Decency Act (47 U.S.C. § 230(d)), we notify you that parental control protections, such as computer hardware, software, and filtering services, are commercially available and may help you limit minors' access to material that may be harmful to them. Many operating systems, devices, game platforms, and internet providers include built-in parental controls. You can find information on these tools from the U.S. Federal Trade Commission at **consumer.ftc.gov**. We do not sponsor, endorse, or control any of these providers or their services.

19. Privacy

Your use of the Services is subject to our **Privacy Policy**, available at <https://www.limitlessrp.net/privacy>, which is part of your Agreement with us. The Privacy Policy explains what information we collect, including in-game, chat, voice, and moderation logs, how we use and share it, and the choices you have.

20. Mobile Use

If you use the Services through a mobile network, your carrier's messaging, data, and other rates and fees apply. Your network provider may prohibit or restrict downloading, installing, or using parts of the Services, and some parts of the Services may not work with your provider or device.

21. Notices

21.1 We may give you any necessary notices by posting them on the Website, on the forums, or in the Discord (for example, in an announcements channel). You authorize us to send you notices by email or other electronic or digital means, such as Discord direct message, in our sole discretion.

21.2 You agree to check the Website and Discord for notices. You will be treated as having received a notice when it is posted on the Services, sent to the contact information we have for you, or made available by any other reasonable means consistent with this Agreement.

21.3 Legal notices to us must be sent as described in Section 31.

22. Changes to the Services

We, and our agents, representatives, contractors, suppliers, and others working for us, may improve, change, suspend, or discontinue any part of the Services at any time, without notice or liability. This includes features, functions, Content, game mechanics, scripts, jobs, and Virtual Items.

23. Changes to These Terms

23.1 We may change these Terms from time to time. When we do, we will post the updated Terms on the Website, update the “Effective Date” at the top, and announce material changes in the Discord or on the Website.

23.2 Changes take effect on the effective date stated in the notice or posting. If no date is stated, they take effect when posted. If you continue to use any part of the Services after changes take effect, you accept the changes. If you do not agree to the changes, you must stop using the Services.

23.3 Changes to Section 27 (Binding Arbitration) will not apply to any Dispute for which a notice of dispute was sent before the change took effect.

24. Termination

24.1 We may suspend or terminate your Account, any in-game account, or your access to all or part of the Services, with or without cause or notice, effective immediately.

24.2 You may stop using the Services at any time. To ask us to delete your Account data, see our Privacy Policy.

24.3 You remain personally responsible for any orders you placed or charges you incurred before termination. On termination, your licenses to Content and Virtual Items end. Sections that by their nature should survive termination will survive, including Sections 9, 12 through 16, and 25 through 30.

25. Disclaimer of Warranties

25.1 We try to provide current, accurate, and reliable information and Services. However, we do not warrant, promise, guarantee, or make any representation about the accuracy, reliability, or use of the functions, features, operations, Content, or information on the Services. We do not warrant that the Services, or any part, feature, function, offer, product, software, or service, will be uninterrupted or error-free, that defects or malfunctions will be corrected, that data (including characters and Virtual Items) will not be lost, or that the Services are free of viruses or other harmful elements.

25.2 Your use of the Services is entirely at your own risk. You are responsible for all costs of servicing or repairing any equipment or data in connection with your use of, or attempt to use, the Services. We make no representation about the suitability, reliability, availability, timeliness, or accuracy of the Services.

25.3 THE SERVICES, CONTENT, AND VIRTUAL ITEMS ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTY OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, OR

FITNESS FOR A PARTICULAR PURPOSE. WE DISCLAIM ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES NOT EXPRESSLY SET OUT IN THESE TERMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

26. Limitation of Liability

26.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL LIMITLESS GAMING, LLC OR ITS MEMBERS, MANAGERS, COMPANY OFFICIALS, PARTNERS, OWNERS, STAFF, AGENTS, CONTRACTORS, OR REPRESENTATIVES BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOSS OF USE, DATA, VIRTUAL ITEMS, OR PROFITS, OR FOR PERSONAL INJURY, ARISING OUT OF OR CONNECTED WITH THE SERVICES, THIS AGREEMENT, THE USE OR PERFORMANCE OF THE SERVICES, ANY DELAY IN OR INABILITY TO USE THE SERVICES, OUR PROVIDING OR FAILING TO PROVIDE ANY SERVICES, OR ANY EVENTS, INFORMATION, SOFTWARE, PRODUCTS, SERVICES, OR RELATED GRAPHICS OBTAINED THROUGH THE SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF WE OR ANYONE ELSE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

26.2 If you are dissatisfied with any part of the Services, this Agreement, or your transactions with us, your sole and exclusive remedy is to stop using the Services. This sole and exclusive remedy is separate from, and independent of, any other provision that limits our liability or your remedies under this Agreement.

26.3 Some jurisdictions do not allow certain warranties to be excluded or certain liability to be limited. In those jurisdictions, our liability is limited to the fullest extent the law allows, and nothing in these Terms limits liability that cannot legally be limited.

27. Binding Arbitration and Class Action Waiver

27.1 **Agreement to arbitrate.** You and Limitless agree to resolve all Disputes between you and Limitless or its affiliates by binding arbitration, except Disputes about enforcing intellectual property rights (including Section 15). “**Dispute**” means any dispute, action, or other controversy between you and us concerning the Services, any product or service ordered or purchased, or these Terms, whether based in contract, tort, warranty, statute, regulation, or any other legal or equitable theory.

27.2 **Notice and informal resolution.** Before starting arbitration, the party with the Dispute must send the other party a written notice of dispute. The notice must give the name, address, and contact information of the party giving notice, the facts that led to the Dispute, and the relief requested. Send your notice to: **Limitless Gaming, LLC, 650 S Highway 27 Ste 5 # 211, Somerset, KY 42501, USA, Attn: Legal Dispute.** We will send any notice to you at the contact information we have for you. You and Limitless will try to resolve the Dispute through informal negotiation for sixty (60) days from the date the notice is sent. After sixty (60) days, either party may start arbitration.

27.3 **Small claims.** Either party may bring a Dispute in small claims court if it qualifies, whether or not the parties first negotiated informally.

27.4 Arbitration. If a Dispute is not resolved by informal negotiation or in small claims court, it will be settled by binding arbitration before a neutral arbitrator. The arbitrator's decision is final, except for the limited right of review under the U.S. Federal Arbitration Act. **YOU ARE GIVING UP THE RIGHT TO LITIGATE A DISPUTE IN COURT BEFORE A JUDGE OR JURY.** The American Arbitration Association ("AAA") will administer the arbitration under its rules that apply to consumer disputes. For more information, visit www.adr.org or, in the United States, call 800-778-7879. Arbitration may be conducted in person, through submission of documents, by phone, or online. The arbitrator may award damages to you individually as a court could, including declaratory or injunctive relief, but only to the extent needed to satisfy your individual claim.

27.5 Location. Arbitration will be started in the City of Somerset, Kentucky, USA. You and Limitless agree to submit to the personal jurisdiction of the federal or state courts located there to compel arbitration, stay proceedings pending arbitration, or confirm, modify, vacate, or enter judgment on the arbitrator's award.

27.6 Class action waiver. PROCEEDINGS TO RESOLVE OR LITIGATE A DISPUTE IN ANY FORUM WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS. Neither you nor Limitless will seek to have a Dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding may be combined with another without the prior written consent of all parties to it. If the class action waiver is found to be illegal or unenforceable as to all or part of a Dispute, those parts will be severed and will proceed in a court of law, and the remaining parts will proceed in arbitration.

28. Governing Law and Venue

28.1 The laws of the Commonwealth of Kentucky and applicable U.S. federal law govern these Terms, the Agreement, and any action related to them, without regard to choice-of-law or conflict-of-law rules.

28.2 Subject to Section 27, you agree to submit to the personal jurisdiction of the courts located in Pulaski County, Commonwealth of Kentucky, to resolve all disputes arising from or related to these Terms, the Agreement, or your use of the Services.

29. Force Majeure

We are excused from performing under this Agreement if we fail, are prevented, forbidden, or delayed from performing because of: (a) any present or future law, regulation, or court order, or any order of the United States or any state or local government body; (b) any act or omission of a third party, including hosting providers, Cfx.re/FiveM, Rockstar Games, Discord, or our payment processor; or (c) any act, emergency, war, computer or telecommunications failure, outage, cyberattack, or other circumstance beyond our reasonable control.

30. General Provisions

30.1 Compliance with laws. You are responsible for following the laws and regulations that apply to you. Access to the Services may not be legal for certain people or in certain countries.

30.2 No waiver. If we fail or delay in exercising any right, power, or privilege under this Agreement, that is not a waiver. A single or partial exercise of a right, power, or privilege does not prevent any further exercise of it or of any other right, power, or privilege.

30.3 **Severability.** If a court of competent jurisdiction holds any provision of this Agreement contrary to law, that provision will be interpreted as closely as possible to reflect the parties' intent, and all other provisions remain in full force and effect.

30.4 **Entire agreement.** These Terms, together with the Privacy Policy, the Server Rules, and any other terms expressly referred to in them, are the entire agreement between you and us about their subject matter. They replace all prior or contemporaneous negotiations, discussions, or agreements on that subject, including the Terms of Service effective August 8, 2019.

30.5 **Assignment.** This Agreement is personal to you. You may not transfer, assign, or delegate it without our express written permission, and any attempt to do so without that permission is void from the start. We may assign this Agreement, including in connection with a merger, acquisition, or sale of assets. This Agreement benefits our successors, assignees, and licensees.

30.6 **Interpretation.** Unless the context clearly indicates otherwise, the singular includes the plural and vice versa, and "including" means "including without limitation." Headings are for reference only and do not affect the meaning of any provision. This Agreement is to be interpreted as though drafted by both parties.

30.7 **Survival.** Provisions of these Terms that by their nature should survive termination will survive termination.

31. Contact Us

If you have questions about these Terms, contact:

Limitless Gaming, LLC

650 S Highway 27 Ste 5 # 211

Somerset, KY 42501, USA

Email: josh@limitlessrp.net

Website: <https://www.limitlessrp.net> · Forums: <https://forum.limitlessrp.net> · Discord: discord.gg/llrp