

TERMS OF SERVICE

Armadillo: Game Counter

Last Updated: January 2026

1. Acceptance of Terms

These Terms of Service ("Terms") govern your use of Armadillo: Game Counter (the "App"), operated by Igor Wellington Da Silva trading as RogiSilva (ABN: 61 425 497 462) ("we", "us", "our").

By downloading, installing, or using the App, you agree to be bound by these Terms. If you do not agree to these Terms, do not use the App.

2. License to Use the App

2.1 Grant of License

We grant you a limited, non-exclusive, non-transferable, revocable licence to use the App on devices that you own or control, for personal, non-commercial use, subject to these Terms.

2.2 Restrictions

You may not:

- Copy, modify, or distribute the App or any part of it;
- Reverse engineer, decompile, disassemble, or attempt to derive the source code of the App;
- Remove, alter, or obscure any copyright, trademark, or other proprietary notices;
- Use the App for any unlawful purpose or in violation of any applicable laws;
- Sell, rent, lease, sublicense, or otherwise transfer your rights to the App;
- Use the App to develop a competing product or service; or
- Circumvent any technological measures designed to control access to the App.

3. Intellectual Property

The App, including all content, features, designs, graphics, themes, user interface elements, and underlying code, is owned by us and protected by copyright, trademark, and other intellectual property laws.

All rights not expressly granted in these Terms are reserved. Nothing in these Terms grants you any right to use our trade names, trademarks, service marks, or logos.

4. In-App Purchases

4.1 Purchasing

The App may offer digital content for purchase, such as themes, visual customisations, or optional app features ("Purchases"). All Purchases are processed by the platform provider (Google Play or Apple App Store) and are subject to their terms and conditions.

4.2 What You Receive

When you make a Purchase, you receive a limited licence to use that digital content within the App. You do not acquire ownership of the content itself. This licence is:

- Personal and non-transferable;
- Valid only while you have access to the App; and
- Subject to these Terms.

4.3 Refunds

Refunds for Purchases are handled by the platform provider (Google Play or Apple App Store) in accordance with their refund policies. We do not directly process refunds.

4.4 Price Changes

We reserve the right to change prices for Purchases at any time. Price changes will not affect Purchases already completed.

5. User Responsibilities

You are responsible for:

- Ensuring your use of the App complies with all applicable laws;
- Maintaining the security of your device; and
- Any activity that occurs through your use of the App.

6. Disclaimer of Warranties

To the maximum extent permitted by applicable law, the App is provided "AS IS" and "AS AVAILABLE" without warranties of any kind, whether express or implied.

We do not warrant that:

- The App will meet your requirements;
- The App will be uninterrupted, timely, secure, or error-free;
- The results obtained from the App will be accurate or reliable; or
- Any defects in the App will be corrected.

You acknowledge that the App is a game counter tool and should not be relied upon as the sole method of tracking game state in situations where accuracy is critical.

7. Limitation of Liability

7.1 Exclusion of Certain Damages

To the maximum extent permitted by applicable law, we are not liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to:

- Loss of profits, revenue, or anticipated savings;
- Loss of data or data corruption;
- Loss of goodwill or reputation;

- Loss of prizes, winnings, or tournament outcomes;
- Damage to your device; or
- Any other intangible losses.

This applies regardless of the legal theory (contract, tort, negligence, or otherwise) and even if we have been advised of the possibility of such damages.

7.2 Cap on Liability

To the maximum extent permitted by applicable law, our total liability to you for any claims arising from or related to the App or these Terms is limited to the amount you paid to us (if any) for Purchases in the twelve (12) months immediately preceding the claim.

7.3 Consumer Law Rights

Nothing in these Terms excludes, restricts, or modifies any consumer rights that cannot be excluded, restricted, or modified under the Australian Consumer Law or other applicable consumer protection laws. If such laws apply, to the extent we are permitted to limit our liability, our liability is limited (at our option) to:

- Resupply of the digital content; or
- Payment of the cost of resupply.

8. Indemnification

To the extent permitted by applicable law, you agree to indemnify us from and against any claims, damages, losses, costs, and expenses (including reasonable legal fees) arising from:

- Your use of the App;
- Your violation of these Terms; or
- Your violation of any applicable law or third-party rights.

9. Class Action Waiver

If you are located in the United States, you agree that any disputes will be resolved on an individual basis only. You waive any right to bring claims as a plaintiff or class member in any class action, collective action, or representative proceeding.

This waiver does not apply where prohibited by law.

10. Termination

We may terminate or suspend your access to the App at any time, without prior notice, for any reason, including if you breach these Terms.

Upon termination:

- Your licence to use the App is immediately revoked;
- You must delete all copies of the App from your devices; and
- Provisions that by their nature should survive termination will survive, including intellectual property rights, disclaimers, limitations of liability, and dispute resolution provisions.

Termination does not entitle you to a refund of any Purchases.

11. Changes to These Terms

We may update these Terms from time to time. If we make material changes, we will notify users through the App or by other appropriate means.

Your continued use of the App after changes are posted constitutes your acceptance of the revised Terms. If you do not agree to the revised Terms, you must stop using the App.

The "Last Updated" date at the top indicates when the most recent changes were made.

12. Governing Law and Jurisdiction

These Terms are governed by the laws of New South Wales, Australia, without regard to conflict of law principles.

Any disputes arising from or relating to these Terms or the App will be subject to the exclusive jurisdiction of the courts of New South Wales, Australia.

If you are accessing the App from outside Australia, you are responsible for compliance with local laws to the extent they apply.

13. General Provisions

13.1 Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and us regarding the App.

13.2 Severability

If any provision of these Terms is found to be invalid or unenforceable, that provision will be limited or removed to the minimum extent necessary, and the remaining provisions will continue in full force.

13.3 No Waiver

Our failure to enforce any right or provision of these Terms will not be considered a waiver of that right or provision.

13.4 Assignment

You may not assign or transfer these Terms or your rights under them without our prior written consent. We may assign our rights and obligations without restriction.

14. Contact Us

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

Email: info@rogisilva.com

Business Name: RogiSilva

ABN: 61 425 497 462