

3-5-2018

## Axis Granted Creations LLC

# TERMS OF SERVICE AND USER AGREEMENT

PLEASE READ THIS ENTIRE AGREEMENT AND INDICATE WHETHER YOU AGREE TO ITS TERMS. IT IS A CONTRACT BETWEEN YOU AND Axis Granted Creations LLC ("AGC") AND ALL REQUIREMENTS AND RULES SET FORTH BY OUR ONLINE DEVELOPER HOST ACCOUNTS WITH STEAM, HTC VIVE, OCULUS.

THIS AGREEMENT CONTAINS A BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER PROVISION IN THE "BINDING INDIVIDUAL ARBITRATION" SECTION THAT AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT WITH RESPECT TO ANY "DISPUTE" (AS DEFINED BELOW) BETWEEN YOU AND AGC. YOU HAVE A RIGHT TO OPT OUT OF THE BINDING ARBITRATION AND CLASS ACTION WAIVER PROVISIONS AS DESCRIBED IN THE "BINDING INDIVIDUAL ARBITRATION" SECTION.

TO ACCEPT THESE TERMS AND CREATE AN ACCOUNT, YOU MUST BE AN ADULT OF LEGAL AGE OF MAJORITY IN THE COUNTRY IN WHICH YOUR ACCOUNT IS REGISTERED. YOU ARE LEGALLY AND FINANCIALLY RESPONSIBLE FOR ALL ACTIONS ON YOUR ACCOUNT, INCLUDING THE ACTIONS OF CHILDREN AND ANYONE ELSE WITH ACCESS TO YOUR ACCOUNT.

By clicking "I AGREE" button yourself (or "ACCEPT"), you affirm that you have reached the legal age of majority, understand this agreement and accept its terms, and accept AGC Privacy Policy, which is incorporated into and considered a part of this agreement. The AGCS Privacy Policy is available at [AXISGRANTEDCREATIONS.COM](http://AXISGRANTEDCREATIONS.COM) If you are under the legal age of majority, your parent or legal guardian must consent to this agreement and AGCS Privacy Policy, as described below.

## AGC SERVICES AND ACCOUNT REGISTRATION

AGC and the websites, products and services that AGC and our affiliates offer through or in connection with AGC or your Account. Availability of AGC Services and their

features vary depending on which system you are using. Some AGC Services and features may not be available or supported in your country or language.

By accepting these terms, you also agree to abide by all AGC Services policies and the Community Code of Conduct described below. We may require that you agree to additional terms to access some AGC Services, and to accept additional content-specific usage terms ("Usage Terms"). Usage Terms become part of this agreement and govern your use of those AGC Services.

You may also be able to access content and use products and services of unaffiliated third parties, which we refer to as "Third Party Services". The third parties offering those products and services may require that you accept additional terms and policies to access those products and services. The applicable terms of this agreement, the Usage Terms, and the additional terms and policies provided by third parties will govern your use of Third Party Services. If those terms conflict with this agreement, this agreement will control.

If you are a parent or legal guardian, and where available, you may also create Accounts that are linked to your Account for your children. If you are accepting these terms as a parent or legal guardian, you represent that you are the parent or legal guardian, you affirm that you accept this agreement and the AGC Privacy Policy on behalf of your child, and you accept all legal and financial responsibility and liability for their actions and compliance with these terms.

Depending on the system you use, Accounts for family members may have different descriptions and features available. Please carefully review the information provided when you create or manage Accounts for your children as a parent or guardian. Your child must meet certain age requirements when you create an Account for him or her that is linked to your Account as a child family member or as a subordinated Account.

We reserve the right to deny the creation of any Account in our discretion. All information provided during Account registration must be truthful and accurate. We reserve the right to cancel any Account that uses, or that was created using, untruthful or inaccurate information or that was created for a primary purpose that violates this agreement's terms. Termination of your Account may result in the termination of associated or subordinated Accounts of your child family members and data or purchases associated with those Accounts.

All users should safeguard their Account sign-in ID and password. Do not share your sign-in ID and password with others, and take steps to prevent access to your Account

by other persons on any shared devices. We have no liability for any unauthorized usage of any Account.

## PARENTAL CONTROLS

As the parent or legal guardian, you are responsible for monitoring your child's access to or use of AGC Services, as well as any communications made or received by your child on or through AGC Services. You are also responsible for the use of your Account by your children or others.

Some content may be objectionable or age-inappropriate for some users. Please consider what is appropriate for your child and check any content ratings and descriptions where available, before you access, download or purchase access to any items or permit your child to do so. You may also be able to restrict your child's access to game and video content by using restrict content settings, if the content is rated. However, not all content is rated and parental controls may not apply to content that is not rated. In some cases, third parties provide the content ratings or descriptions for items, and we cannot guarantee the accuracy or completeness of that information. You may also be able to set other restrictions for your child's Account, including control of communication features and online accessibility. Parental control features and restriction settings differ based on the system or device you use, and are subject to availability including based on the country in which your Account is registered.

Some content that you access on your system or device may be accessible by all users of that system or device, and parental controls on those systems or devices may not apply to certain types of content.

## COMMUNITY CODE OF CONDUCT

All users are expected to follow a reasonable, common-sense code of conduct when using AGC Services. Users are required to take into consideration community standards and refrain from abusive or deceptive conduct, cheating, hacking, or other misuse of AGC Services. Rights of other users should be respected.

You must also adhere to the following rules of conduct when using AGC Services or your Account:

- You may not manipulate or inflate usage of AGC Services.
- You may not engage in deceptive or misleading practices.

- You may not abuse or harass others, including stalking behavior.
- You may not take any action, or upload, post, stream, or transmit any content, language, images or sounds in any forum, communication, public profile, or other publicly viewable areas or in the creation of any Online ID that AGC or its affiliates find, in their sole discretion, offensive, hateful, or vulgar. This includes any content or communication that AGC, or its affiliates deem racially, ethnically, religiously or sexually offensive, libelous, defaming, threatening, bullying or akin to stalking.
- You may not organize hate groups.
- You may not upload, post, stream, or transmit any content that contains any viruses, worms, spyware, time bombs, or other computer programs that may damage, interfere with, or disrupt AGC Services.
- You may not use, make, or distribute unauthorized software or hardware, including Non-Licensed Peripherals and cheat code software or devices that circumvent any security features or limitations included on any software or devices, in conjunction with AGC Services, or take or use any data from AGC Services to design, develop or update unauthorized software or hardware.
- You may not modify or attempt to modify the online client, disc, save file, server, client-server communication, or other parts of any game title, or content.
- You may not cause disruption to or modify or damage any Account, system, hardware, software, or network connected to or provided by AGC Services for any reason, including for the purpose of gaining an unfair advantage in a game.
- You may not attempt to hack or reverse engineer any code or equipment used in connection with AGC Services.
- You may not take any action that AGC, or its affiliates consider to be disruptive to the normal flow of chat or gameplay, including uploading, posting, streaming, or transmitting any unsolicited or unauthorized material, including junk mail, spam, excessive mail or chain letters.
- You may not introduce content that is commercial in nature such as advertisements, solicitations, promotions and links to web sites.
- You may not introduce content that could be harmful to AGC, or its affiliates or their licensors, or players, such as any code or virus that may damage, alter or change any property or interfere with the use of property or AGC Services.

- You may not upload, post, stream, access, or transmit any content that you know or should have known to be infringing, or that violates, any third party rights, any law or regulation, or contractual or fiduciary obligations.
- You may not impersonate any person, including an AGC EMPLOYEE, its affiliates', or third-party employee.
- You may not provide AGC, , its affiliates or any third-party company with false or inaccurate information, including reporting false complaints to our or our affiliates' consumer services or providing false or inaccurate information during Account registration.
- You may not sell, buy, trade, or transfer your Online ID, Account or any personal access to AGC Services through any means or method, including by use of web sites.
- You may not cheat, exploit or use any bugs, glitches, vulnerabilities or unintentional game mechanics in AGC Services or any of its products or services to obtain an unfair advantage.
- You may not conduct any activities that violate any local, state or federal laws, including copyright or trademark infringement, defamation, invasion of privacy, identity theft, hacking, stalking, fraud, stealing or using without purchasing, where payment is required, any content or service and distributing counterfeit software or Accounts.

We are not responsible for monitoring or recording any activity on AGC Services, including communications, although we reserve the right to do so. We reserve the right to remove any content and communication from AGC Services at our sole discretion without notice and to terminate any Account through which violations of the Community Code of Conduct occur. We may also take steps on behalf of its device platform partners to disable permanently or temporarily any device on which you receive AGC Services and through use of which you violate the Community Code of Conduct. We have no liability for any violation of this agreement by you or by any other AGC Service user.

## WALLET

Your Account has an associated wallet, and all purchases made on AGC Services are made using funds from the wallet. Your children's Accounts that are associated with your Account do not have a separate wallet, and all purchases made by them will be made through your wallet. Wallet funds have no value outside AGC and can only be used to make purchases through AGC Services and certain Third Party Services. You can only hold a certain maximum amount of funds in your wallet as determined by us

("Limit"), using either (i) a credit or debit card; (ii) a prepaid card or promotional code with a specified value where available; or (iii) other payment methods approved by us and made available from time to time in each specific country. FUNDS ADDED TO THE WALLET ARE NON-REFUNDABLE AND NON-TRANSFERABLE EXCEPT WHERE THE LAW REQUIRES THAT WE TAKE THOSE ACTIONS. WE HAVE NO OBLIGATION TO REVERSE OR REFUND UNAUTHORIZED CHARGES MADE USING ANY PAYMENT METHOD TO FUND THE WALLET. WALLET FUNDS THAT ARE DEEMED ABANDONED OR UNUSED BY LAW WILL NOT BE RETURNED OR RESTORED.

## PREPAID CARDS AND PRODUCT CODES

AGC or its affiliates may provide prepaid cards that allow users to redeem content on AGC Services or fund the wallet. The value of a prepaid card contributes to the Limit. If you acquire a prepaid card that has a value that, when added to the wallet's existing balance, exceeds the Limit, you will not be able to apply the value of the prepaid card to the wallet until sufficient funds have been spent from the wallet to allow the sum of the full value of the prepaid card and wallet to be equal to or less than the Limit. Except as AGC permits, your wallet will only accept prepaid cards with currency value from the same country as the one designated for your Account.

AGC or its affiliates or third parties may provide product codes that can be used to access content, including promotional content. Product codes may not be available in all countries or to all users, and age restrictions may apply. Some product codes must be used before a specified expiration date and in accordance with specified terms. Unless otherwise stated, product codes may be used once only by the recipient and may not be transferred or sold to any other person.

Neither AGC nor its affiliates or third parties are responsible or liable for any claims relating to prepaid cards or product codes, including any problems or defects relating to those cards or codes. Your use of the prepaid card is subject to this agreement's terms. Additional terms may accompany the prepaid card or the product code.

## TRANSACTIONS

All transactions made through your Account or an associated Account of your child are solely between you and AGC. By completing a transaction through your Account or allowing a transaction to take place through an associated Account of your child, you are (i) agreeing to pay for all transactions made by you or your children, , including recurring charges for subscriptions that are not cancelled; (ii) authorizing AGC to deduct

from the wallet and charge your credit card or other applicable payment instrument or payment mechanism all fees due and payable for all your transactions; and (iii) agreeing to any applicable Usage Terms and terms associated with use of the particular AGC Service. All transactions are final upon their completion and may be deemed to be governed by law and regulatory requirements applicable at the time the transaction was completed. PAYMENTS FOR ACCESS TO CONTENT OR SERVICES ARE NOT REFUNDABLE EXCEPT WHERE THE LAW REQUIRES THAT THEY ARE REFUNDABLE.

**Pre-orders and Bundles.** You may have the option to order a license for certain content in the form of bundles (such as seasons of television series) or a pre-order. We reserve the right to deduct funds from your wallet for any pre-order or bundle order at the time you order the content, but some or all of the content may not be available until it is released for license via the AGC Services. UNLESS OTHERWISE REQUIRED BY LAW, YOU MAY NOT CANCEL OR OBTAIN A REFUND FOR A PRE-ORDER OR AN ORDER FOR A CONTENT BUNDLE ONCE YOU PLACE YOUR ORDER, AND PRE-ORDERED CONTENT OR CONTENT INCLUDED IN A BUNDLE MAY BE CHANGED WITHOUT NOTICE.

**Safeguarding Credit Card Transactions.** On some devices, you may have the option to select a password or PIN to protect your credit card information at the time you complete a transaction. After selecting this option, you must enter your password or PIN to complete any future transactions with your credit card. Users should enable this function and safeguard their password or PIN to prevent others who may use the same device from being able to make purchases or access your credit card information.

**Fees and Other Charges.** We reserve the right to deduct from the wallet all bank fees related to any transactions or failed transactions (e.g, chargebacks from your bank or credit card provider) initiated by you or your children, including domestic and international transaction fees. We reserve the right to terminate your Account and any associated Accounts of your children for failure to complete transaction payments. In lieu of termination of your Account, we may elect to provide a mechanism by which you fund the wallet associated with your Account to prevent your Account (and any associated Accounts of your children) from being terminated.

**Prices.** We reserve the right to change or withdraw features, specifications, prices, services and content at any time, without notice to you. WE DO NOT PROVIDE ANY REFUNDS IF THE PRICE DROPS FOR ANY CONTENT OR SERVICES YOU PURCHASED, OR IF WE OFFER SUBSEQUENT PROMOTIONAL PRICING OR CHANGES TO THE PRODUCT OFFERING. THE PRICE APPLICABLE TO YOUR TRANSACTION WILL BE THE PRICE THAT WAS IN EFFECT AT THE TIME OF THE TRANSACTION. Special product, prices and promotions are no longer valid once they

are changed or removed. Prices listed do not include sales tax. Applicable sales tax will be calculated and added at the time you complete a transaction. In certain jurisdictions, local laws require that prices include all applicable taxes, in which case this will be indicated at the time of the transaction. Errors in listed prices, product descriptions, and associated terms may occur. If we discover an error in the price of items you have ordered, we will contact you. You will have the option of either reconfirming your order at the correct price or canceling it. If we are unable to contact you, your order will be cancelled.

**Transaction Records.** You may make transactions only with a designated AGC regional company that is determined by your country/area of residence. Your country/area of residence may be verified by your credit or debit card number and may be rejected if the information does not match. Please retain any transaction related communications we may send to you. Your transaction history is also available in your Account management areas.

**Access to Purchased Items.** Upon our confirmation of your transaction, you may access the item you ordered through the Account that you used to order the item, according to the applicable Usage Terms or other terms associated with that item. We encourage you to download (if permitted) or access the item immediately after completing your transaction. You bear all risk of loss for accessing the content, including completing the download of any content, maintaining a continuous Internet connection with sufficient speed, ensuring that you have the necessary capabilities to view the content, including content format compatibility, and for any loss of content you have downloaded, including any loss due to a file corruption or hard drive crash. You are solely responsible if you do not choose to download or access the content before it is removed or your license expires, and for ongoing storage and safekeeping of the content. We are not obligated to provide you with replacement copies for any reason.

**Minimum Fees.** If you do not have sufficient funds in your wallet to complete a transaction and you have previously entered your credit card information or another payment instrument or payment mechanism, we may automatically charge your credit card or the other applicable payment instrument or payment mechanism a minimum amount determined by us ("Minimum Fee") to complete the transaction, even if the Minimum Fee exceeds the total amount of your order. Any difference between the Minimum Fee and the total amount of your order will be credited to your wallet. Additional procedures apply to subscription purchases. Please read "SUBSCRIPTIONS & FREE TRIALS" section for details.

## LICENSE RESTRICTIONS AND CONDITIONS



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- You may not reproduce or transfer any portion of the Property, or use the Property for purposes of resale, public performance, display, distribution or broadcast, except as stated in this agreement or as expressly permitted by us.
- You may not create any derivative works, attempt to create the source code from the object code, or download or use any Property for any purpose other than as expressly permitted.
- You may not bypass, disable, or circumvent any encryption, security, digital rights management or authentication mechanism in connection with AGC Services, or any of the content or services offered through AGC Services.
- AGC Services and content or services provided through AGC Services may contain security or technical features that will prevent use of content or services in violation of this agreement, and you will not circumvent these features without a legal right to do so.

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Some games and apps on AGC Services may allow you to earn virtual currency, goods, or effects such as coins, points, tokens, gold, gems, weapons, vehicles, buffs, or power-ups (collectively "Virtual Items"). You may also be able to purchase Virtual Items with real money. Virtual Items may only be purchased using funds in your wallet, either in-game or in-app, or directly from AGC Store, and any attempt to obtain Virtual Items outside of the game, the app, or AGC Store is prohibited. Virtual Items are licensed, not sold. You are granted a limited, revocable, non-exclusive license to use the Virtual Item for personal, non-commercial entertainment purposes. Upon receipt of any Virtual Item, the transaction is complete and non-refundable. AGC, , its affiliates or a third party may modify, regulate or remove Virtual Items without notice. Virtual Items have no value or application outside of the game or AGC Store, and may not be sold, transferred or redeemed for real money or items of value. You do not have an ownership or property interest in the Virtual Items, and you are not entitled to any refund, benefit, or other compensation for the loss of any Virtual Items. You will not make available any cheats, technological measures, or other methods designed to enable or encourage any collection, selling, or trading of Virtual Items. You may not create or participate in any exploitation of price differences of Virtual Items by any means (for example, between real money currency prices). .

## ACCESS TO CONTENT AND PROPERTY ON AGC SERVICES

You may access Property and view content only on Authorized Devices. "Authorized Devices" means your systems and devices that have been activated for use with your Account in relation to AGC Services. Authorized Devices and availability of systems and devices for select AGC Services are subject to change.

Some Authorized Devices may be set to download content automatically from AGC Services without notice to you if you sign into AGC Services. This content may include featured content that we believe will be of interest to you such as game demos or content offered to you on a trial basis. Content delivered in this manner is subject to this agreement's terms. You can change your device settings so that it does not download content automatically by setting the automatic download option to "OFF".

## VIDEO CONTENT

Subject to this agreement's terms, applicable Usage Terms, and any additional applicable terms that are made available to you, we license digital content, including recordings or live streams of sport, music concerts and other entertainment events, television shows and movies, all of which we refer to as "Video Content". Video Content is made available to Account holders in select territories for your personal, private, non-commercial viewing in your authorized territory, using a limited number of Authorized Devices during an authorized viewing period ("Authorized Term"). Payments for Video Content are made through the wallet associated with your Account. Availability of Video Content is subject to change at any time without notice to you.

You may have the option to order Video Content in 4K UHD, 3D, high definition and standard definition formats. Delivery of and your access to Video Content are dependent on variables not under our control, including the speed and availability of your broadband or network connection, compatibility between the format of the Video Content and the Authorized Device you use to access that Video Content, availability of Video Content from our third-party licensors, and any applicable restrictions that may be imposed on the Video Content from our third-party licensors. You may experience delays or technical difficulties caused by or related to these variables. You may also not be able to view Video Content in the format that you have ordered due to these variables. YOU WILL NOT RECEIVE A REFUND OR CREDIT FOR ANY CONTENT THAT YOU ARE NOT ABLE TO VIEW OR HAVE DIFFICULTY VIEWING DUE TO THESE UNCONTROLLABLE VARIABLES, UNLESS WE ARE REQUIRED TO DO SO BY LAW. You should only order Video Content that is suitable for your viewing capabilities. You bear all responsibility for ensuring that you have the capabilities to view Video Content in the appropriate format, or at all. Please carefully review any Usage Terms and descriptions of Video Content made available to you before making any purchase. Output of Video Content in certain formats may require additional equipment that is sold separately.

Proper activation of an Authorized Device by the Account that ordered the Video Content is required for all downloads, transfers, copies and viewings. Video Content is connected to the Account used to order that content and cannot be transferred from one

Account to another. Each Account can activate no more than the maximum number of Authorized Devices, and each Authorized Device can only be activated for a limited number of Accounts.

Some content such as movie trailers may not be representative of the actual feature presentation. Digitalized versions of some content may not be identical with the original formatted content or previously released versions of the same titled content.

Video Content may be made available to you as a live or near-live stream ("Live Stream Content"), as a licensed copy for rental for a limited duration ("Licensed Rental Content"), a licensed copy for an indefinite duration ("Other Licensed Content") or as a licensed stream supported by advertising or promotional materials that may be for a limited duration ("Ad Supported Content"). Video Content is subject to digital rights management rules, and are subject to other restrictions and limitations depending on the type of Video Content or the Authorized Device you use to access Video Content. Some of these restrictions are described below.

Except for rights explicitly granted to you, all rights in the Video Content are reserved by AGC its affiliates and its licensors. Video Content may be delivered to you by third-party licensors, and your access to Video Content may also be subject to, and you agree to comply with, terms of those third parties.

**Live Stream Content.** Live Stream Content comprises live or near-live transmissions of Live Events and may be viewed at the time of, and simultaneously with the occurrence of the Live Events themselves, and may also be available for an extended period past the occurrence of the applicable Live Event. When you access Live Stream Content, you may not be able to view any part of the Live Stream Content that occurred prior to the start of your viewing. We have no control over the start and finish time of a Live Event; the duration of a Live Event; the content of a Live Event (including the availability, quality or suitability of the content or that it complies with applicable law); or that the Live Stream Content be delivered uninterrupted, error-free and without fault or delay.

**Ad Supported Content.** Ad Supported Content is Video Content that contains or is displayed with advertising, marketing or other promotional materials (together, the "Promotional Materials"). Ad Supported Content may be limited such that it is accessible by only one Authorized Device at any one time. Promotional Materials may be displayed in or around Ad Supported Content by any means selected by us or its Ad Supported Content Partners (defined below). By accessing you acknowledge that Ad Supported Content may include, comprise or be displayed with Promotional Materials that may delay or interrupt its playback. We may prevent you from skipping or manipulating the display of Promotional Materials, and, if so, you may not to attempt to access Ad

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Licensed Rental Content. Licensed Rental Content is subject to restrictions regarding when playback can be initiated post purchase, and once initiated, the time period during which Licensed Rental Content can be accessed ("Rental Terms"). Licensed Rental Content can only be viewed within the time periods specified in the Rental Terms. The Rental Terms differ based on the type of Licensed Rental Content and the Authorized Device you use to access the Licensed Rental Content. Please review carefully any product descriptions, the Rental Terms, and any applicable Usage Terms made available for each Licensed Rental Content prior to finalizing your rental payment.

You may select the Authorized Device on which you want to view your Licensed Rental Content, but you may view it on only one Authorized Device at a time, and in some cases on a limited number of Authorized Devices. Licensed Rental Content is also subject to restrictions regarding transferability between Authorized Devices.

Your ability to download or stream Licensed Rental Content depends on many factors, including the type of Authorized Device you use, the format of the Licensed Rental Content, and applicable restrictions on the Licensed Rental Content. Once playback of Licensed Rental Content in a particular format has started on an Authorized Device, you may not be able to view that content using any other Authorized Device without a separate license payment.

Other Licensed Content. Other Licensed Content may be downloaded or streamed to Authorized Devices. For Other Licensed Content that is downloaded, you may be able to view that content for an unlimited number of times on certain Authorized Devices only. For Other Licensed Content that is streamed, you may be prohibited from streaming multiple titles of Other Licensed Content or multiple streams of a single title of Other Licensed Content from your Account at any one time. After ordering Other

Licensed Content, we encourage you to immediately download the content, where supported, on all Authorized Devices on which you may want to later view it. In some cases, Other Licensed Content may not be available for subsequent copying or downloading to additional Authorized Devices. Access to Other Licensed Content that has been purchased may also be subject to compatibility between the Authorized Device and the video format of the Other Licensed Content, continued availability to the Other Licensed Content from our third-party licensors, and other applicable restrictions.

## SUBSCRIPTIONS & FREE TRIALS

Subscriptions: We may offer you the opportunity to purchase, order or download subscriptions that provide access to particular products or services for a specified period of time. The cost of each subscription will automatically be deducted from your wallet at the beginning of each subscription term without further notice to you. Subscriptions renew automatically unless you cancel the subscription. Cancellation will take effect at the beginning of the next subscription term. You can view your subscription renewal dates in your Account settings. Subscription terms may change due to changes in your subscription membership.

You may purchase subscriptions for your children's Accounts that are associated with your Account, subject to your acceptance of the terms of the applicable subscription. You may not share your subscription with other Accounts, including those Accounts of your children. However, some game content and features that are made available for certain subscriptions may be accessible by other users of the Authorized Device of a subscriber or an Authorized Device where a subscriber is logged in.

As each product offering will have terms that vary, please review each product description, cost and subscription term carefully before order, payment or download. As with all orders, please print and retain a copy of your email receipt for your reference.

If you do not have sufficient funds in your wallet to cover the cost of your subscription at the time the subscription is renewed, the subscription will be cancelled unless you have the automatic funding feature on your Account set to "ON." If the automatic funding feature on your Account is set to "ON," your credit card or other applicable payment instrument or mechanism may be charged automatically the greater of the subscription cost or the Minimum Fee. Every time a new subscription is purchased, ordered, or downloaded, the automatic funding feature in your Account is set automatically to "ON." You may change this setting to "OFF" at any time. However, the setting will return to "ON" upon subsequent purchase, order or download of any

subscription, so setting your automatic funding feature to "OFF" may not effectively cancel your subscription. If you no longer wish to receive your subscription, you must cancel your subscription.

UPON CANCELLATION OF YOUR SUBSCRIPTION OR TERMINATION OF YOUR OR YOUR ASSOCIATED ACCOUNTS, YOU WILL NOT RECEIVE A REFUND OR CREDIT FOR ANY SUBSCRIPTIONS FOR WHICH YOU HAVE PAID. Further, you will not be able to access content or services provided in your subscription except as permitted by us. Content that you downloaded onto a device and that was provided to you through a subscription at no additional cost beyond the subscription price may not be accessible. Game play information, including trophies earned during a trial offer, promotional period or subscription term may not be available.

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## MAINTENANCE AND UPGRADES

From time to time, it may become necessary to provide certain content to you to ensure that AGC Services and content offered through AGC Services or your Authorized Devices are functioning properly. Some content may be provided automatically without notice.

## USER MATERIAL AND INFORMATION

We may provide functionality allowing you to share information relating to your participation in AGC Services, including your name, sign-in ID, Online ID, profile, pictures, friends list, communications, activities, and information on your gameplay, purchases made and content viewed (collectively, "Information"), and to recommend your favorite content or services to your friends via AGC Services. Only share your Information and send recommendations to friends who you know want to receive them and whose age is appropriate for the content or services you are recommending. If you are sharing the personal information of others, you may only do so with their consent. You may have an opportunity to share or permit us to share your Information relating to your participation in AGC Services via Third Party Services. If you choose to do so, use or distribution of your Information on any third party website or service may be subject

solely to that third party's terms of service and privacy policy. Before electing to share your Information, please be aware of the kinds of Information you will be sharing and review the third party's terms of service and privacy policy. You hereby authorize us to use, distribute, copy, display, and publish your Information, without payment to you.

You may have the option to create, post, stream or transmit content such as pictures, photographs, game related materials, or other information ("User Material") through AGC to share with others on AGC or select Third Party Services, provided no rights of others are violated. To the extent you are able, you authorize and license AGC and a royalty free and perpetual right to use, distribute, copy, modify, display, and publish your User Material for any reason without any restrictions or payments to you or any third parties. You further authorize AGC and to sublicense its rights to any third party, including its affiliates and subsidiaries. You hereby waive, to the extent permitted by applicable law, all claims, including any moral or patrimonial rights, against AGC, its affiliates and subsidiaries for AGC's, its affiliates, or any third party's use of User Material. By creating, posting, streaming, or transmitting any User Material, you represent and warrant that you have the appropriate rights to use, create, post, distribute, and transmit User Material and to grant the foregoing license. You will cooperate in resolving any dispute that may arise from your Information or User Material.

We reserve the right to remove any Information or User Material in our discretion.

Some games played on or provided through AGC Services may have features that allow your Information, including game play and related gaming information to be recorded by a user and distributed to any third party publicly, including users outside of AGC Services. You agree that any third party may record, use and distribute your information for any reason without any restrictions or compensation to you. Additional terms may apply, including the terms of any game publisher or service provider. Please review all terms carefully. If you do not want your information to be used, recorded or distributed, please do not play the game online through AGC Services.

When using AGC Services, you may be provided with information about AGC's or a third party's products or services. This information includes promotions, advertisements, product placements or marketing materials within AGC Services or a game, irrespective of whether the game is connected with or provided through AGC Services. We do not endorse any of the third party products or services advertised, promoted or marketed.

## TERMINATION / CANCELLATION



If we determine that you or your associated children's Accounts have violated any term of this agreement, any aspect of the Community Code of Conduct, the Usage Terms, or any other terms connected with AGC Services or have injured or damaged the AGC Services community, we may take actions to protect our interests, including termination or suspension of your Account or associated Accounts of your children, automatic removal or blockage of content, implementation of upgrades or devices intended to discontinue unauthorized use, permanent or temporary disablement of any system or device through which you receive AGC Services or reliance on any other remedial efforts as necessary to remedy the violation. If the violation is in connection with content that was accessed, use of that content must immediately cease and all copies must be deleted from all of your devices. UPON TERMINATION OF YOUR ACCOUNT FOR ANY REASON, YOU WILL NOT RECEIVE A REFUND FOR ITEMS (INCLUDING SUBSCRIPTIONS, VIRTUAL ITEMS, AND PRE-PAID PRODUCTS OR SERVICES), VALUE ACCUMULATED ON IN-GAME ITEMS OR ANY UNUSED BALANCE IN YOUR WALLET EXCEPT AS REQUIRED BY LAW OR AS EXPRESSLY PROVIDED IN THIS AGREEMENT. After your Account is terminated, you will not be able to access AGC Services. Any game ranking or scores, Virtual Items, including virtual currency balances (whether earned or purchased), or scores or information in connection with AGC Services will not be retained or accessible. In some situations, we may suspend or terminate your Account, but permit you to retain your child's associated Accounts. If you do not terminate your children's Accounts, you will be liable for all their acts. Parental control or restriction settings placed on your children's Accounts prior to the termination or suspension of your Account, and they will be permitted to use the remaining funds in your wallet subject to any limits that were put in place prior to termination of your Account. Additionally, you will not receive further correspondence from us about your children's Accounts, including purchases made on those Accounts.

We may indefinitely suspend, or discontinue online access to content or data associated with your participation in AGC Services at any time, including for service deprecations, maintenance services, or upgrades, without prior notice or liability. For any AGC Service that uses online servers, we make no commitment to continue to make those servers available. In addition, we reserve the right to delete player account data that we determine to have been dormant.

## **BINDING INDIVIDUAL ARBITRATION**

**Purpose.** The term "Dispute" means any dispute, claim, or controversy between you and any of AGC regarding any AGC Services or the use of any devices sold by a AGC Entity to access AGC Services, whether based in contract, statute, regulation, ordinance, tort (including fraud, misrepresentation, fraudulent inducement, or

negligence), or any other legal or equitable theory, and includes the validity, enforceability or scope of this "BINDING INDIVIDUAL ARBITRATION" section (with the exception of the enforceability of the Class Action Waiver clause below). "Dispute" is to be given the broadest possible meaning that will be enforced. If you have a Dispute with any AGC Entity or any of a AGC Entity's officers, directors, employees and agents that cannot be resolved through negotiation within the time frame described in the "Notice of Dispute" clause below, you and the AGC Entity that you have a Dispute with agree to seek resolution of the Dispute only through arbitration of that Dispute in accordance with the terms of this section, and not litigate any Dispute in court, except for those matters listed in the Exclusions from Arbitration clause. Arbitration means that the Dispute will be resolved by a neutral arbitrator instead of in a court by a judge or jury.

EXCLUSIONS FROM ARBITRATION. YOU AND AGC AGREE THAT ANY CLAIM FILED BY YOU OR BY A AGC ENTITY IN SMALL CLAIMS COURT ARE NOT SUBJECT TO THE ARBITRATION TERMS CONTAINED IN THIS SECTION.

RIGHT TO OPT OUT OF BINDING ARBITRATION AND CLASS ACTION WAIVER WITHIN 30 DAYS. IF YOU DO NOT WISH TO BE BOUND BY THE BINDING ARBITRATION AND CLASS ACTION WAIVER IN THIS SECTION, YOU MUST NOTIFY US IN WRITING WITHIN 30 DAYS OF THE DATE THAT YOU ACCEPT THIS AGREEMENT UNLESS A LONGER PERIOD IS REQUIRED BY APPLICABLE LAW. YOUR WRITTEN NOTIFICATION MUST BE MAILED TO 6080 CENTER DRIVE, 10TH FLOOR, LOS ANGELES, CA 90045, ATTN: LEGAL DEPARTMENT/ARBITRATION AND MUST INCLUDE: (1) YOUR NAME, (2) YOUR ADDRESS, (3) YOUR AGC SERVICES ONLINE ID, IF YOU HAVE ONE, AND (4) A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH ANY AGC ENTITY THROUGH ARBITRATION.

LEGAL DEPARTMENT/ARBITRATION, ATTN: AGC LEGAL DEPARTMENT: DISPUTE RESOLUTION, TO GIVE THE AGC ENTITY YOU HAVE A DISPUTE WITH THE OPPORTUNITY TO RESOLVE THE DISPUTE INFORMALLY THROUGH NEGOTIATION. You agree to negotiate resolution of the Dispute in good faith for no less than 60 days after you provide notice of the Dispute. If the AGC Entity you have a Dispute with does not resolve your Dispute within 60 days from receipt of notice of the Dispute, you or the AGC Entity you have a Dispute with may pursue your claim in arbitration pursuant to the terms in this section.

Initiation of Arbitration Proceeding/Selection of Arbitrator. If you or the AGC Entity you have a Dispute with elect to resolve your Dispute through arbitration, the party initiating the arbitration proceeding may initiate it with the American Arbitration Association ("AAA"), [www.adr.org](http://www.adr.org), or JAMS [www.jamsadr.com](http://www.jamsadr.com). The terms of this section govern in

the event they conflict with the rules of the arbitration organization selected by the parties.

**Arbitration Procedures.** Because the software and/or service provided to you by the AGC Entity you have a Dispute with concern interstate commerce, the Federal Arbitration Act ("FAA") governs the arbitrability of all Disputes. However, applicable federal or state law may also apply to the substance of any Disputes. For claims of less than \$75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes ("Supplementary Procedures") shall apply including the schedule of arbitration fees set forth in Section C-8 of the Supplementary Procedures; for claims over \$75,000, the AAA's Commercial Arbitration Rules and relevant fee schedules for non-class action proceedings shall apply. The AAA rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Further, if your claims do not exceed \$75,000 and you provided notice to and negotiated in good faith with the AGC Entity you had a Dispute with as described above, if the arbitrator finds that you are the prevailing party in the arbitration, you will be entitled to recover reasonable attorneys' fees and costs as determined by the arbitrator, in addition to any rights to recover the same under controlling state or federal law afforded to the AGC Entity you have a Dispute with or you. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. The award will be binding and final, except for any right of appeal provided by the FAA, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

**Location of Arbitration.** You or the AGC Entity you have a Dispute with may initiate arbitration in either Douglas County, Nebraska or the United States county in which you reside. In the event that you select the county of your United States residence, the AGC Entity you have a Dispute with may transfer the arbitration to San Mateo, County in the event that it agrees to pay any additional fees or costs you incur as a result of the change in location as determined by the arbitrator.

**Severability.** If any clause within this section (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this section, and the remainder of this section will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire section will be unenforceable, and the Dispute will be decided by a court and you and the AGC Entity you have a dispute with each agree to waive in that instance, to the fullest extent allowed by law, any trial by jury.

**Continuation.** This section survives any termination of this agreement or the provision of AGC Services to you.

## GOVERNING LAW AND JURISDICTION

The laws of the State of California, without regard to conflict-of-law rules, govern this agreement and any dispute between you and AGC. Any dispute not subject to arbitration and not initiated in small claims court may be brought by either party in a court of competent jurisdiction in either the Superior Courts for the State of California in and for the County of San Mateo or in the United States District Court for the Northern District of California. Each party submits itself to the exclusive jurisdiction and venue of those courts, and waives all jurisdictional, venue and inconvenient forum objections to those courts. In any litigation to enforce any part of this agreement, all costs and fees, including attorney's fees, will be paid by the non-prevailing party.

## GENERAL LEGAL

If material changes to this agreement are made, you will be notified by e-mail or other communication when you sign in to AGC Services. Your continued use of AGC Services, including use by your children on the associated Accounts, will signify your acceptance of those changes. If you do not accept material changes to the agreement, please do not use AGC Services, and contact customer service at the addresses located at the end of this agreement to terminate this agreement and your Accounts.

This agreement inures to the benefit of the parties, including any of our successors in interest. We have the right to assign our rights and obligations under this agreement to any affiliates or to any AGC Entity.

If any provision of this agreement is held illegal or unenforceable by a court of competent jurisdiction, that provision will be severed and the remainder of the agreement will remain in full force and effect.

## WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

No warranty is given about the quality, functionality, availability or performance of AGC Services, or any content or service offered on or through AGC Services. All services and content are provided "AS IS" and "AS AVAILABLE" with all faults. We may change, add or remove functionalities or features in our AGC Services, and we may suspend or stop our services altogether. We do not warrant that the service and content will be uninterrupted, error-free or without delays. In addition to the limitations of liability

of this agreement, we expressly disclaim any implied warranty of merchantability, warranty of fitness for a particular purpose and warranty of non-infringement. We assume no liability for any inability to purchase, access, download or use any content, data or service. YOUR SOLE AND EXCLUSIVE RECOURSE IN THE EVENT OF ANY DISSATISFACTION WITH OR DAMAGE ARISING FROM AGC SERVICES OR IN CONNECTION WITH THIS AGREEMENT AND OUR MAXIMUM LIABILITY UNDER THIS AGREEMENT OR WITH RESPECT TO YOUR USE OF OR ACCESS TO AGC SERVICES IS LIMITED TO YOUR DIRECT DAMAGES, NOT TO EXCEED THE UNUSED FUNDS IN YOUR WALLET AS OF THE DATE OF TERMINATION. EXCEPT AS STATED IN THE FOREGOING SENTENCE, WE EXCLUDE ALL LIABILITY FOR ANY LOSS OF DATA, DAMAGE CAUSED TO YOUR SOFTWARE OR HARDWARE, AND ANY OTHER LOSS OR DAMAGE SUFFERED BY YOU OR ANY THIRD PARTY, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL AND HOWEVER ARISING, AS A RESULT OF ACCESSING OR DOWNLOADING ANY CONTENT TO YOUR ANY HARDWARE DEVICE, OR USING OR ACCESSING AGC SERVICES. UNLESS THIS PROVISION IS UNENFORCEABLE IN YOUR JURISDICTION, THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. You acknowledge that AGC Services may require an internet connection for which you are solely responsible. Further, you are solely responsible for payment of any third-party fees associated with your internet connection, including internet service provider or airtime charges. The provision, quality and security of internet connectivity are the sole responsibility of the third party providing your internet service. Authorized Devices are sold separately.