

Hi-Rez Studios® Online Terms of Service and Use Agreement

Last updated on July 24, 2017.

1. Terms of Agreement.

IMPORTANT LEGAL NOTICE! PLEASE READ THE FOLLOWING ONLINE TERMS OF SERVICE AND USE AGREEMENT CAREFULLY. THIS ONLINE TERMS OF SERVICE AND USE AGREEMENT (THE "AGREEMENT") IS BETWEEN YOU ("YOU") AND HI-REZ STUDIOS, INC. ("HI-REZ").

IF YOU DO NOT AGREE WITH ALL OF THE TERMS OF THIS AGREEMENT, YOU MAY NOT USE THE SITE (AS DEFINED BELOW), ACCESS THE SERVICE (AS DEFINED BELOW), CREATE AN ACCOUNT (AS DEFINED BELOW), OR ACTIVATE THE SOFTWARE PRODUCT (AS DEFINED BELOW).

BY USING THE SITE, ACCESSING THE SERVICE, CREATING AN ACCOUNT, OR ACTIVATING THE SOFTWARE PRODUCT, YOU AGREE TO BE BOUND BY THIS AGREEMENT.

IF YOU ACCESS THE SERVICE, CREATE AN ACCOUNT, OR ACTIVATE THE SOFTWARE PRODUCT, YOU REPRESENT AND WARRANT TO HI-REZ THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AGREE TO IT, AND THAT YOU ARE AT LEAST EIGHTEEN YEARS OF AGE (EVEN IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN AUTHORIZED USER WHO IS AT LEAST THIRTEEN YEARS OF AGE).

This Agreement governs the relationship between Hi-Rez and you (and any authorized user of your Account) with respect to your or such authorized user's use of the Site or Hi-Rez's online game services (the "Service"), which Service may be used in connection with personal, noncommercial play of the downloadable version of the applicable software game (the "Software Product") and your use of the following web sites operated by Hi-Rez and such other web sites established by Hi-Rez or its subsidiaries from time to time and which reference this Agreement (collectively, the "Site"):

<http://www.hirez.com>
<http://www.hirezstudios.com>
<http://account.hirezstudios.com>
<http://www.globalagendaalpha.com>
<http://www.globalendagame.com>
<http://www.agentsvelves.com>
<http://www.tribesuniverse.com>
<http://www.tribesascend.com>
<http://www.smitgame.com>
<http://esports.smitgame.com>
<http://www.paladins.com>
<http://www.jetpackfighter.com>
<http://www.smitetactics.com>
<http://www.handofthegods.com>
<http://www.gamevidexpo.com>

YOUR USE OF THE SITE AND ANY PURCHASE AND USE OF PRODUCTS AND SERVICES (INCLUDING, WITHOUT LIMITATION, THE SOFTWARE PRODUCT) (COLLECTIVELY, "PRODUCTS") THROUGH THE SITE OR SERVICE IS GOVERNED BY THIS AGREEMENT, WHICH SUPPLEMENTS THE GLOBAL AGENDA® END USER LICENSE AGREEMENT, THE HI-REZ STUDIOS, INC. PRIVACY POLICY, ANY APPLICABLE AND ADDITIONAL SITE TERMS OF USE AND ANY SOFTWARE PRODUCT RULES OF CONDUCT (ALL OF WHICH ARE INCORPORATED INTO THIS AGREEMENT). IF YOU DOWNLOAD OTHER SOFTWARE FROM THE SITE OR IN CONNECTION WITH THE SERVICE, YOUR USE OF SUCH SOFTWARE WILL ALSO BE GOVERNED BY THE APPLICABLE END

USER LICENSE AGREEMENT PRESENTED TO YOU ON DOWNLOAD OR INSTALLATION OF SUCH SOFTWARE.

We reserve the right at any time to:

Change the terms and conditions of this Agreement, the End User License Agreement, the Privacy Policy, any applicable and additional Site Terms of Use, and the Software Rules of Conduct;

Change the Site, Software Product, other Products, or the Service, including, without limitation, modifying, eliminating or discontinuing any content or feature thereof; or

Change any fees or charges for use of the Service.

Any changes we make will be effective immediately upon notice, which we may provide by any means including, without limitation, posting on the Service or Site. We indicate at the top of the page when this Agreement was last updated. Your continued use of the Site, Service or any Product following such changes will be deemed acceptance of such changes. Be sure to return to this page periodically to ensure familiarity with the most current version of this Agreement. Upon our request, you agree to sign a non-electronic version of this Agreement.

Hi-Rez reserves the right to deny, in its sole discretion, your access to your Account, the Service or the Site without notice, for any or for no reason (including, without limitation, for violation of this Agreement). Hi-Rez may change, modify, suspend, or discontinue any aspect of the Service or the Site at any time. Hi-Rez may also impose limits on certain features or restrict your access to all or portions of the Service or Site without notice or liability. You have no interest, monetary or otherwise, in any feature or content contained in the Service or Site or any Products offered in connection with or through the Service or Site.

2. Description of Service.

Hi-Rez offers the Software Product as a massively multiplayer, online fantasy role-playing game service and also offers subscription based services and fee-based additional features including, without limitation, name changes and other features accessible through the Service or Site. Some of the content, features and/or services offered through the Service or Site are fee-based and have limited use based on time elapsed (hours, days, etc.) as set forth at the time of purchase. Hi-Rez reserves the right to change the URL addresses of the Site at any time.

3. Limited Use License. If you successfully establish an Account with Hi-Rez and lawfully purchase a license to use, and activate, the Software Product, Hi-Rez grants you a non-exclusive, revocable, nontransferable license to use the Service solely for your own non-commercial entertainment purposes, and a non-exclusive, revocable, nontransferable license to use the Software Product in connection with the Service solely for your own non-commercial entertainment purposes, so long as you maintain an authorized and fully-paid Account and subject to your full compliance with the terms and conditions of this Agreement. You may not use the Service or Software Product for any other purpose, or in connection with any other software or content.

4. License Restrictions and Limitations. If you are granted a limited, personal use license in accordance with Section 3 above, such limited, personal use license is subject to the following restrictions and limitations as well as all other terms and conditions of this Agreement (collectively, the "License Limitations"). You agree that you will not, under any circumstances:

(a) sell, sublicense, assign, rent, lease or sell your Account or password or otherwise authorize third persons to access your Account or use your password;

(b) modify, translate or create derivative works based on or utilizing the Software Product, Service or Site, or any portion thereof;

(c) remove or tamper with any copyright or other proprietary notices contained in or relating to the Software Product, Service or Site, or any portion thereof;

- (d) use cheats, automation software (bots), hacks, mods or any unauthorized third-party technology, software, tools or content designed to modify the Software Product, the Service or Site;
- (e) exploit the Software Product, the Service, the Site, or any portion thereof, for any commercial purpose, including without limitation, (i) use at a cyber cafe, computer gaming center or any other location-based site without the express written consent of Hi-Rez; (ii) for gathering in-game currency, items or resources for sale outside the Software Product, Service or Site; or (c) performing in-game services in exchange for payment outside the Software Product, Service or Site (e.g., power-leveling and similar activities);
- (f) use any unauthorized third-party software that intercepts, “mines”, or otherwise collects information from, within or through the Software Product, Service or Site, including without limitation, any software that reads areas of RAM used by the Software Product, Service or Site to store information about a character, in-game item or the Software Product, Service or Site environment; provided, however, that Hi-Rez may, in its sole discretion, allow the use of specified third party user interfaces;
- (g) modify, or allow or cause to be modified, any files that are a part of the Software Product, Service or Site in any way not expressly authorized by Hi-Rez in writing in each instance;
- (h) host, provide or develop matchmaking services for the Software Product, Service or Site or intercept, emulate or redirect the communication protocols used by Hi-Rez in any way, for any purpose, including without limitation, unauthorized play over the Internet, network play, or as part of content aggregation networks;
- (i) facilitate, create or maintain any unauthorized connection to the Software Product, Service or Site, including without limitation, (i) any connection to any unauthorized server that emulates, or attempts to emulate, the Software Product, Service or Site; or (ii) any connection using programs or tools not expressly approved by Hi-Rez in writing in each instance;
- (j) create any other software or content that incorporates the Software Product, Service or Site, or any portion thereof;
- (k) sell, grant a security interest in or transfer reproductions of the Software Product, Service or Site to other parties in any way not expressly authorized herein, or rent, lease or license the Software Product or Service, or your Account, to others;
- (l) violate any applicable law, rule or regulation in connection with your use of or access to the Software Product, Service or Site; or
- (m) disrupt or assist in the disruption of any computer or network used to host, maintain, support or provide the Software Product, Service or Site, or the game experience of any other player of the Software Product or user of the Service.

5. Accounts.

In order to be a registered user of the Service and the Software Product, you must have or establish an account with Hi-Rez (“Account”) and complete Hi-Rez’s online registration process. Hi-Rez does not provide Internet access, and you are responsible for all fees associated with your Internet connection. By accepting this Agreement and completing the Account registration process, you represent that you are an adult 18 years of age or older. If you are under the age of 18, you must have the consent of a parent or guardian who is willing to provide their identity and details upon request. Only one person may use an Account. The registered user of an Account may use the Account or may choose instead to permit a child of the registered user who is at least thirteen (13) years of age to use the Account. You are liable for all activities conducted through your Account, and parents or guardians are liable for all activities of their minor child conducted through the Account. To create an Account, you must select a login name and password. Your login name is your Hi-Rez online identity. You may not use a login name that is used by

someone else, and your login name cannot be vulgar or otherwise offensive, or be used in any way that violates this Agreement, applicable law or another person's proprietary rights. You must provide truthful and accurate information in creating your Account. You are solely responsible for maintaining the confidentiality and security of your login name, password and Account. You should not reveal your Account information to anyone else or use anyone else's Account. You agree to immediately notify Hi-Rez of any unauthorized use of your Account or any other breach of security of which you are aware. Hi-Rez shall not be responsible for any damages, losses or expenses arising out of the unauthorized use of your Account and you agree to indemnify and hold Hi-Rez harmless for any improper or illegal use of your Account. This includes, without limitation, any illegal or improper use by someone to whom you have given permission to use your Account. Your Account is at risk if you let someone use it inappropriately, and your Account is subject to termination if you or anyone using your Account violates this Agreement. If your Account is terminated, you may not join the Service again without our express prior written permission. By agreeing to this Agreement, you agree that you license through this and other agreements, and do not own, either the Account you use to access the Service, the characters, avatars or digital items created through the Account or any additional materials, features or content accessed or purchased through the Account or Site. Those persons who have complete the required steps to establish and maintain their Account in good standing are sometimes referred to in this Agreement as "Members."

6. Your Information.

The personal information you submit to Hi-Rez or Hi-Rez collects in connection with your use of the Site or the Service is subject to Hi-Rez's Privacy Policy at <http://legal.hirezstudios.com>, which is expressly made part of this Agreement. If you have not already read Hi-Rez's Privacy Policy, you should do so now. If you establish an Account or access the Service, (a) you agree to provide accurate, current and complete information required to register with the Service and establish an Account, and at other points as may be required in the course of using the Service or Products (collectively "Registration Data"), and (b) you agree that Hi-Rez may, whether itself or through third party providers, store and use the Registration Data you provide (such as credit card information) in connection with the Service, including without limitation, for use in maintaining your Account, all as more fully provided in the Privacy Policy.

7. Online Content.

You understand that by accessing the Site or using the Service or Products, you may encounter content that may be deemed mature, offensive, indecent or objectionable, which content may or may not be identified as having explicit language or adult themes, and which may be due to the content or your interactions with other users in the course of accessing the Site, or using the Service or Products. You agree that your access and use of the Site, and if applicable to you, your access and use of the Service and Products, is at your sole risk and that Hi-Rez shall have no liability to you for content that may be found to be mature, offensive, indecent or objectionable. Most Product descriptions contain the applicable Entertainment Software Ratings Board rating, if any, and it is your responsibility to be sure that you understand the rating for any Product prior to purchase. The Service is available for individuals aged 13 years or older. If you are 13 or older but under the age of 18, you should review this Agreement carefully with your parent or legal guardian to make sure that you and your parent or legal guardian understand, and agree to be bound by, this Agreement before purchasing any Product through the Service or Site. Hi-Rez does not endorse, approve, or prescreen any content that you or other users post or communicate on the Service or Site. To the maximum extent permitted by applicable law, Hi-Rez does not assume any responsibility or liability for content that is generated by Members or other guests on or through the Service or Site. We reserve the right to remove any content that is objectionable to us for any reason. This determination is in our sole discretion, and is final. Hi-Rez does not assume any liability for any failure to remove, or any delay in removing, any content. If we have removed content that you created, we may send you a warning. If it is a serious offense or you have violated this Agreement before, we may ban you from participating in the Service and terminate your Account. You also acknowledge that the time that you spend on the Service or Site is solely for entertainment purposes, and that no value can be attributed to such time. In particular (but without limitation), you understand that no value can be attributed to the time that you may spend accumulating digital items or objects or developing content.

8. Digital Rights Management and Usage Rules.

You agree to comply with all local, state, federal, and national laws, statutes, ordinances, and regulations that apply to your use of the Service, Site or any Product. You understand that the Service and Products purchased through the Service may include a security framework using third party digital rights management technology (“DRM”) that protects digital information and limits your use of the Service or Products to certain usage rules established by Hi-Rez and/or its third party licensors or providers (“Usage Rules”). The DRM may be an inseparable part of a Product, or a separate software component installed directly to a different section of your hard drive when installing such Product. By purchasing any Product through the Service or Site you are consenting to any such installation and continued presence of the DRM on your computer and agreeing to its operation related to the Usage Rules. Such operation may involve the communication between your computer and the systems involved in regulating the Usage Rules. These Usage Rules may limit, among other things, the number of machines on which each Product may be activated or your ability to make copies of each Product. The DRM technology is licensed or provided to Hi-Rez by third parties, and Hi-Rez shall have no responsibility or liability to you for any issues you experience due to such DRM technology. The Usage Rules are subject to change at any time and Hi-Rez makes no promises regarding your ongoing ability to activate Products. You agree to comply with such Usage Rules, and to not attempt to, or assist another person to, circumvent, reverse-engineer, decompile, disassemble, or otherwise tamper with any of the security components related to such Usage Rules for any reason whatsoever. If you live in a jurisdiction in which any of the foregoing activities may not be prohibited by applicable law, you agree to notify Hi-Rez prior to engaging in any such activity, and Hi-Rez will have the right to terminate this Agreement effective immediately upon notice. Usage Rules may be controlled and monitored by Hi-Rez and/or its third party licensors or providers for compliance purposes, and Hi-Rez reserves the right, for and on behalf of itself and such third parties, to enforce the Usage Rules with or without notice to you.

9. Product Requirements.

Use of the Site, Service and Products requires a compatible computer, Internet access (fees may apply), and certain software (fees may apply), and use of the Service and Products may require obtaining patches, updates or upgrades from time to time. Because use of the Site, Service and Products involves hardware, software, and Internet access (high speed Internet access is strongly recommended), your ability to use the Site, Service and Products may be affected by these factors. You are responsible for being aware of any particular system requirements for any Product and for your ability to meet such requirements, which may change from time to time. Applicable system requirements at the time of purchase can be found at <http://legal.hirezstudios.com>. Certain Products may also require you to register for an account with a third party (which may require an initial and/or ongoing fee) or to install third party software and content in connection with their use. Hi-Rez does not assume any responsibility or liability for any such fee, account or third party software or content.

10. Payment and Delivery. If you purchase Products from Hi-Rez, the following terms and conditions shall apply.

Pricing and Sales Tax; VAT. Your total price will include the price of the Product plus any applicable sales, value added taxes or use taxes in effect at the time of purchase, and based on the bill to address. Hi-Rez reserves the right to change prices and availability of Products at any time, and does not provide price protection or refunds in the event of a price drop or promotional offering. Hi-Rez is not responsible for typographic errors in connection with the Service. If a price is materially incorrect when you place an order for a Product, you will be entitled to a refund of the difference. You will not be entitled to any refund for price drops or promotional offerings occurring after the time of your purchase. Failure on Hi-Rez’s part to invoice you for any applicable sales, value added taxes, use taxes, or other taxes does not relieve you of the liability to pay such taxes, and you must pay to the applicable taxing authority any such taxes which may be due as a result of your purchase through the Site or Service.

Orders. Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. Hi-Rez reserves the right at any time after receipt of your order to accept or decline your order for any reason. We may require additional verification or information before accepting any order.

Payment for Products. The Service accepts as forms of payment major credit cards and debit cards that display the MasterCard, Visa, American Express or Discover logos, PayPal, and such other payment providers, if any, as may be indicated on the purchase page. If a credit card is being used for a purchase, Hi-Rez, through its third party provider, obtains a pm-approval from the credit card company for the amount of the order. You agree to pay for all Products you purchase through the Site or Service, and that Hi-Rez may charge your chosen payment method (such as credit card or PayPal) for any Products purchased, and for any additional amounts (including any taxes and late fees, as applicable) as may be accrued by or in connection with your Account. **YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL FEES AND FOR PROVIDING HI-REZ WITH VALID PAYMENT METHOD INFORMATION FOR PAYMENT OF ALL FEES.** All fees will be billed to the payment method you designate during the checkout process. Hi-Rez may pre-populate your payment method and related fields, and you will be responsible for verifying any information in such fields or for changing the payment method designated. Billing to your selected payment method occurs at the time of purchase. If you use the services of an alternate payment method provider such as PayPal, you will be bound by that party's terms and conditions, which are available on that party's website. You also may be required to create an account with such payment method provider and to provide that payment method provider with your credit card or other details. If you want to designate a different payment method or credit card or if there is a change in status of your payment method, you must change your information online on the "my account" page of the Service. Hi-Rez reserves the right to change the payment methods offered at any time.

Electronic Signatures and Contracts. Your use of the Service includes the ability to enter into agreements and/or to make purchases electronically. **YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY SUCH AGREEMENTS AND TO PAY FOR SUCH PURCHASES. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THE SITE OR THROUGH THE SERVICE, INCLUDING WITHOUT LIMITATION, NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS.**

Delivery of Products. On occasion, technical problems may delay, interrupt or prevent the download or activation of your Product. Your exclusive and sole remedy with respect to any Product that is not downloadable or able to be activated within a reasonable period will be either replacement of such Product, store credit or refund of the purchase price paid for such Product, as determined by Hi-Rez. Hi-Rez shall have no liability for issues encountered with downloading, activating or using Products due to factors beyond its control, including your computer's performance and the speed of your Internet connection. In some cases, certain Products may be "pre-ordered," meaning you will have the opportunity to purchase such Product prior to its release, such that you will have the right to such Product upon its release. You understand that in some instances Product release dates may be delayed and that release dates and times posted on the Service or Site are only estimates, and you will not be entitled to any refund for a delayed release date. For such pre-orders, a portion or all of the Product software may be downloaded onto your computer prior to the release date, though the Product cannot be activated or played until the release date. Hi-Rez may provide you with the option to have such Product software automatically loaded to your computer, and by choosing such option you consent to Hi-Rez's monitoring your computer's latency for the purpose of effecting such download. Our obligation to deliver any Product to you shall be complete at the time when and place where you first receive the information necessary to commence download of such Product. In all circumstances it is your responsibility to ensure that the Product is correctly and completely installed on your computer. Once a Product is purchased and you receive the Product, it is your responsibility to keep the Product from being misplaced, damaged or destroyed, and Hi-Rez shall be without liability to you in the event of any loss, damage or destruction. Hi-Rez encourages all its users to appropriately back up the Product files and any other elements associated with the Products (such as key information).

No Ongoing Obligations. Notwithstanding any other provision of this Agreement, Hi-Rez and its licensors reserve the right, without liability to you, to change, suspend, remove, or disable access to any Products, content, or other materials comprising a part of or sold through the Service or Site at any time without notice. You acknowledge that some aspects of the Service, Site and Products, and administering of the

Usage Rules, entails the ongoing involvement of Hi-Rez. Accordingly, in the event that Hi-Rez changes any part of the Service or discontinues the Service, which Hi-Rez may do at its election, you acknowledge that you may no longer be able to use Products to the same extent as prior to such change or discontinuation, and that Hi-Rez shall have no liability to you in such case. You understand that nothing in this Agreement entitles you to any future updates, versions or enhancements to any Product (although Hi-Rez may offer such updates, versions or enhancements in its sole discretion). The Service is not part of any other product or offering, and no purchase or obtaining of any other product shall be construed to represent or guarantee you access to the Service.

11. Customer Assistance With Orders and Refunds. If you purchase Products, the following terms and conditions shall apply.

Assistance with Customer Orders. For assistance with inquires as to your order or for other billing questions, please refer to our support page located at <https://account.hirezstudios.com/support/default.aspx>.

Refund Policy. Please note that certain terms, conditions and restrictions apply to the sale of a Product on-line through the Service that might not otherwise apply to the sale of physical goods. No refunds will be issued if your computer does not meet the minimum Product requirements or due to your dissatisfaction with the Product. If you feel you qualify for a refund please refer to our support page located at <https://account.hirezstudios.com/support/default.aspx>.

Refunds or credits may be issued solely in Hi-Rez's discretion. Refunds may be offered with respect to sales of the Product by Hi-Rez on-line or through the Service only if each of the following conditions is met:

1. The Product has NOT been activated;
2. The Product activation key has NOT been disclosed to you by email, webpage or otherwise;
3. Your request for a refund or credit is made within 48 hours from the time you purchase the Product; and
4. Hi-Rez finds your request to be reasonable due to special circumstances.

NO REFUNDS OR CREDITS WILL BE OFFERED WHERE THE PRODUCT KEY HAS BEEN SENT BY EMAIL, WEBPAGE OR OTHERWISE, OR IF THE GAME HAS BEEN ACTIVATED. ALL SUCH SALES ARE FINAL.

EU Customers. If you reside in the European Union and you purchase the Product, the Consumer Protection (Distance Selling) Regulations 2000, as amended, may apply to you and may provide you with the right to withdraw from your purchase of the Product within fourteen (14) calendar days, commencing on the date after you purchase the Product (the "Withdrawal Period"). You will lose any such right of withdrawal if you begin downloading the Product or if Hi-Rez begins the performance of services (including the activation of the Product or the provision of an activation key to you) prior to the end of the Withdrawal Period. Our services will commence immediately after you have received a purchase confirmation email. To withdraw from your purchase of the Product during the Withdrawal Period, please refer to our support page located at <https://legal.hirezstudios.com>. Upon withdrawal during the Withdrawal Period in accordance with this policy, we will provide you with a refund for your purchase.

12. Online Rules of Conduct. Online conduct should be guided by common sense and basic etiquette. The laws that apply in the offline world must be obeyed online as well. We have zero tolerance for illegal behavior on or through the Site or Service. You must also obey rules for use of third party tools, products and services, and rules of interactive service providers, and state, local and federal laws, or foreign or international laws where appropriate. Ignorance of the law is no excuse. We will terminate your Account and use of the Service and cooperate with law enforcement in the event of illegal behavior.

You agree that you will be personally responsible for your use of your Account and the Service and for all of your communications and activities on the Site, including, without limitation, any content that you

contribute, and that you will indemnify and hold harmless Hi-Rez, its affiliates, vendors and licensors, and their employees, officers, directors and agents from any liability, damages and expenses (including, without limitation, reasonable attorneys' fees) arising from your conduct on the Site or through the Service, including, without limitation, any content that you contribute.

The following list of prohibited conduct is for illustrative purposes only and is a non-exhaustive list of potential violations of this Agreement. You will be deemed to have violated this Agreement if you (or others using your Account) do any of the following:

Post, transmit, promote, or distribute content that is illegal.

Harass, threaten, embarrass, or do anything else to another Member or guest that is unwanted. This means: do not say bad things about them, do not keep sending them unwanted messages, do not attack their race, sexual orientation, religion, heritage, etc. If you disagree with someone, respond to the subject, not the person.

Transmit or facilitate distribution of content that is harmful, abusive, racially or ethnically offensive, vulgar, sexually explicit, defamatory, infringing, invasive of personal privacy or publicity rights, or in a reasonable person's view, objectionable. Hate speech is not tolerated.

Disrupt the flow of chat in chat rooms with vulgar language, abusiveness, hitting the return key repeatedly or inputting large images so the screen goes by too fast to read, use of excessive shouting in an attempt to disturb other users, "spamming" or flooding (such as posting repetitive text).

Impersonate another person (including, without limitation, celebrities), indicate that you are a Hi-Rez employee or a representative of Hi-Rez, or attempt to mislead users by indicating that you represent Hi-Rez or any of Hi-Rez's affiliates, vendors or licensors.

Attempt to get a password, other account information, or other private information from a Member or any other user of the Site or Service. Don't give your password, reminder words or billing information out to other persons.

Upload any software or content that you do not own or have permission to freely distribute.

Promote or encourage any illegal activity including hacking, cracking or distribution of counterfeit software.

Upload files that contain a virus or corrupted data.

Post messages for any purpose other than personal communication, including without limitation, advertising, promotional materials, chain letters, pyramid schemes, or make any commercial use of our Site, Service or Products.

Improperly use game support or complaint buttons or make false reports to Hi-Rez staff members.

Use or distribute "auto" software programs, "macro" software programs or other "cheat utility" software program or applications.

Post or communicate any player's real-world personal information through the Site or within the Service or on any Site or Service bulletin board, forum or chatroom.

Attempt to interfere with, hack into or decipher any transmissions to or from the servers running the Service.

Exploit any bug in the Site or Service or in any Product to gain unfair advantage in game play or communicate the existence of any such bug (either directly or through public posting) to any other user of the Site, Service or Product.

Attempt to play the Software Product on or through any service that is not controlled or authorized by Hi-Rez or participate in any online service that provides online features or game play for the Software Product that is not authorized by Hi-Rez.

The foregoing lists of prohibited conduct and restrictions on use are referred to herein, collectively, as "Rules of Conduct". If you encounter another user of the Service who is violating any of the Rules of Conduct described above, please report them by e-mailing globalagendasupport@hirezstudios.com.

13. Public Nature of Communications. You acknowledge and agree that your communications with other users via chats, conferences, bulletin boards, and any other avenues of communication on the Site or through the Service are public and not private communications, and that you have no expectation of privacy concerning your use of this Service or the Site. You acknowledge that personal information that you communicate on the Site or through the Service may be seen and used by others and result in unsolicited communications. Therefore, we strongly encourage you not to disclose any personal information about yourself in your public communications on the Site or through the Service. Hi-Rez is not responsible for information that you choose to communicate to other users of the Site or Service, or for the actions of other users. Once you post or send any content to Hi-Rez, you expressly grant Hi-Rez a perpetual, irrevocable, assignable, transferable right and license to quote, re-post, use, reproduce, modify, create derivative works of, distribute, transmit, broadcast and otherwise communicate, and publicly display and perform, the content in any form, anywhere, for any legitimate business purpose in Hi-Rez's discretion (with or without attribution to you or your screen name), and without any notice or compensation to you of any kind, and you hereby grant all consents, rights and clearances to enable Hi-Rez to use such content for such purposes. You waive, and agree not to assert, any moral or similar rights you may have in such content.

14. Commercial Activity and Unsolicited E-mail. You may not advertise any goods or services on or through the Site or Service. Chain letters and pyramid schemes are not allowed. You may not use any area of the Service or Site to collect information, including, without limitation, login names or other personal information about Hi-Rez's Members, and use of such information to send unsolicited e-mail or for any other purpose is strictly prohibited. You may not exploit the Site, Products or Service for any commercial purpose. Any violation of these provisions can subject your Account to immediate termination (or result in revocation of guest status, if you are a guest) and further legal action.

15. Use of Machines, Computers, Scripts. The use by you, or anyone authorized by you, of machines, computers, scripts or any automated system on the Site or through the Service is strictly prohibited and may result in criminal liability under the Computer Fraud and Abuse Act, Section 1030 of the United States Code and/or under applicable laws in other jurisdictions. You may only play the Software Product with one type, version or copy of browsing software application at any one time. Hi-Rez may terminate and permanently disqualify any Member who, in its sole discretion, determines is in violation of, or has violated, this Agreement. All decisions by Hi-Rez are final.

16. Proprietary Rights; Copyrights and Trademarks.

(a) Much of the content available on the Site or Service is owned by Hi-Rez or our third-party licensors, and is protected by copyrights, trademarks and other intellectual property rights. You shall not copy or download any content from the Site or Service unless we have expressly authorized you to do so.

(b) You must have the legal right to upload any content to the Site or Service before you do so. You shall not copy, transmit, modify, distribute, show in public or in private, modify or create any derivative works from the content you find on the Site or Service, unless Hi-Rez expressly authorizes you to do so in advance and in writing. Making unauthorized copies of any content found on the Site or Service can lead to the termination of your Account (or revocation of guest status, if you are a guest) and may subject you

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(c) Hi-Rez respects the intellectual property rights of others. You may not upload or post on the Site or Service any content protected by copyright, trademark or other intellectual property rights (the "Intellectual Property Rights") unless (i) you are the owner of the Intellectual Property Rights; or (ii) you have the prior written consent of the owner(s) of the Intellectual Property Rights to make such use of the applicable content. You hereby represent and warrant to Hi-Rez that you own all necessary and required right, title and interest in and to any and all content that you post or upload to Site or Service sufficient to allow for such posting or uploading (as applicable) and sufficient to grant the rights and licenses granted by you to Hi-Rez pursuant to this Agreement. Hi-Rez may, without prior notice to you, remove from the Site or Service any content that Hi-Rez, in its sole discretion, believes may infringe upon, or otherwise violate, the Intellectual Property Rights of a third party. If you infringe or violate a third party's Intellectual Property Rights, Hi-Rez may immediately terminate your Account without prior notice to you. If your Account is terminated, no refund will be granted, and you will lose access to everything associated with your Account (including, without limitation, points, characters and virtual items and property).

(d) If you are a copyright owner and you believe that any content posted on the Site or Service infringes your rights, you may submit a written notification to us.

17. Export Control Laws. You agree to abide by U.S. and other applicable export control laws and not to transfer, by electronic transmission or otherwise, any content or Products (including, without limitation, the Software Product) subject to restrictions under such laws to a national destination prohibited by such laws, without first obtaining, and then complying with, any requisite government authorization. You further agree not to upload to the Site or Service any data, software or content that cannot be exported without prior written government authorization, including, without limitation, certain types of encryption software. The assurances and commitments in this Section shall survive termination of this Agreement.

18. User's Computer Information. When you connect to the Service, we may retrieve information from the computer used to log onto the Service about the computer's hardware system and any data related to the computer's operation of the Products. We will only collect personal information about you in accordance with the terms of our Privacy Policy.

19. Links to Third-Party Web Sites. The Service or Site may include hypertext links to web sites operated by parties other than Hi-Rez including, without limitation, advertisers and other content and service providers. Those web sites may collect data or solicit personal information from you. Hi-Rez does not control such web sites, and is not responsible for their content, privacy policies, or for the collection, use or disclosure of any information those web sites may collect.

20. Patches. From time to time, Hi-Rez may provide you with updates or modifications to the Software Product ("Patches"). You understand that in order to continue using the Software Product and the Service, you must accept and install all Patches that you receive from Hi-Rez.

21. Beta Tests. You may be given the opportunity to beta test new games and web site features. Your participation as a beta tester shall be subject to the terms and conditions of the applicable beta test agreement that you enter into with Hi-Rez prior to accessing such new games and/or features, as applicable.

22. Newsletters, Contests and Sweepstakes. By subscribing to our newsletter(s), subscribers understand they may be automatically entered into future contests and sweepstakes for subscribers as long as they meet the applicable eligibility requirements, and also agree to all rules and conditions of those contests and sweepstakes.

23. Termination. If you are just a browser of the Site, this Agreement applies to your use of the Site. If you purchase a Product or access the Service, this Agreement is effective until terminated. If you have purchased a Product and set up an Account, you may terminate this Agreement at any time by (a) terminating your Account, (b) removing each Product from the hard drive of each computer on which you have installed the Product; and (c) notifying Hi-Rez of your intention to terminate this Agreement. In the event you terminate this Agreement or Hi-Rez terminates this Agreement for your breach, you forfeit all rights to any and all payments you have made in respect of your Account and or for access to or use of the Service. You expressly waive and relinquish any right to a refund of amounts paid or pre-paid by you or on your behalf prior to any such termination. Hi-Rez may terminate this Agreement at any time for any reason or for no reason, with or without notice.

24. Warranty Disclaimer. THE SITE, SERVICE AND PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF CONDITION, UNINTERRUPTED USE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. HI-REZ DOES NOT WARRANT THAT THE SITE, SERVICE OR PRODUCTS WILL BE UN-INTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE, SERVICE OR PRODUCTS ARE FREE OF VIRUSES OR OTHER HARMFUL CODE OR COMPONENTS. The entire risk arising out of use or performance of the Site, Service and Products remains with you.

25. Limitation of Liability, Indemnity. IN NO EVENT SHALL HI-REZ OR ITS PARENT, SUBSIDIARIES, AFFILIATES, PARTNERS, LICENSORS OR VENDORS BE LIABLE IN ANY WAY TO YOU OR ANY OTHER PERSON FOR ANY LOSS OR DAMAGE OF ANY KIND ARISING OUT OF YOUR USE OF THE SITE, SERVICE OR ANY PRODUCT, INCLUDING WITHOUT LIMITATION, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER DAMAGES OR LOSSES. FURTHER, IN NO EVENT SHALL HI-REZ OR ITS PARENT, SUBSIDIARIES, AFFILIATES, PARTNERS, LICENSORS OR VENDORS BE LIABLE IN ANY WAY FOR ANY LOSS OR DAMAGE TO PLAYER CHARACTERS, VIRTUAL GOODS (E.G., SUITS, WEAPONS, FLAIR, DYES, ETC.) OR CURRENCY, ACCOUNTS, STATISTICS, OR USER STANDINGS, RANKS, OR PROFILE INFORMATION STORED BY THE SITE OR SERVICE. HI-REZ SHALL NOT BE RESPONSIBLE FOR ANY INTERRUPTIONS OF SERVICE, INCLUDING WITHOUT LIMITATION, ISP DISRUPTIONS, SOFTWARE OR HARDWARE FAILURES, OR ANY OTHER EVENT WHICH MAY RESULT IN A LOSS OF DATA OR DISRUPTION OF SERVICE. IN NO EVENT WILL HI-REZ BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES. IN NO EVENT SHALL HI-REZ'S LIABILITY, OR THE LIABILITY OF ITS PARENT, SUBSIDIARIES, AFFILIATES, PARTNERS, LICENSORS OR VENDORS, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED IN THE AGGREGATE THE TOTAL FEES PAID BY YOU TO HI-REZ DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO THE TIME SUCH CLAIM AROSE. You hereby agree to defend, indemnify and hold Hi-Rez and its parent, subsidiaries, affiliates, licensors and vendors harmless from and against any claim, liability, loss, injury, damage, cost or expense (including reasonable attorneys' fees) incurred by Hi-Rez arising out of or related to your use of the Site, Service or any Product. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you.

26. Equitable Remedies. You hereby agree that Hi-Rez would be irreparably damaged if the terms of this Agreement were not specifically enforced, and therefore you agree that Hi-Rez shall be entitled, without bond or other security or proof of damages, to appropriate equitable remedies in any court of competent jurisdiction with respect to any breach of this Agreement, which equitable remedies shall be in addition to such other remedies as Hi-Rez may otherwise have available under applicable law.

27. Governing Law; Dispute Resolution.

(a) To expedite resolution and control the cost of any dispute, controversy or claim related to this Agreement ("Dispute"), you and Hi-Rez agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least 30 days before initiating any arbitration or court proceeding. Such informal negotiations commence upon written notice from one party to the other. Hi-

Rez will send its notice to your billing address and email you a copy to the email address you have provided to Hi-Rez. You will send your notice to Hi-Rez Studios, Inc., 3905 Brookside Pkwy, Alpharetta, GA, attn: Account Management Department, or to such other address or person as Hi-Rez may hereafter direct.

(b) If you and Hi-Rez are unable to resolve a Dispute through informal negotiations, either you or Hi-Rez may elect to have the Dispute (except those Disputes expressly excluded below) finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) and, where appropriate, the AAA’s Supplementary Procedures for Consumer Related Disputes (“AAA Consumer Rules”), both of which are available at the AAA website www.adr.org. The determination of whether a Dispute is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided in this Agreement, you and Hi-Rez may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

(c) You and Hi-Rez agree that any arbitration shall be limited to the Dispute between Hi-Rez and you individually. To the fullest extent permitted by law, (i) no arbitration shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

(d) You and Hi-Rez agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (i) any Disputes seeking to enforce or protect, or concerning the validity of, any of your or Hi-Rez’s intellectual property rights; (ii) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (iii) any claim for injunctive relief.

(e) Any arbitration shall be initiated in the County of Fulton, State of Georgia, United States of America. Any Dispute not subject to arbitration, or where no election to arbitrate has been made, shall be decided by a court of competent jurisdiction within the County of Fulton, State of Georgia, United States of America, and you and Hi-Rez agree to submit to the personal jurisdiction of that court.

(f) Except as otherwise set forth herein, this Agreement shall be governed by, and will be construed under, the laws of the United States of America and the laws of the State of Georgia, without regard to choice of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. For our customers who access the Service from, and are residents of, Canada, Australia, Singapore or New Zealand, other laws may apply if you choose not to agree to arbitrate as set forth above; provided, however, that such laws shall affect this Agreement only to the extent required by such jurisdiction. In such a case, this Agreement shall be interpreted to give maximum effect to the terms and conditions hereof. If you access the Service from New Zealand, and are a resident of New Zealand, The New Zealand Consumer Guarantees Act of 1993 (“Act”) may apply to the Service as supplied by Hi-Rez to you. If the Act applies, then notwithstanding any other provision in this Agreement, you may have rights or remedies as set out in the Act which may apply in addition to, or, to the extent that they are inconsistent, instead of, the rights or remedies set out in this Agreement. Those who choose to access the Service from locations outside of the United States, Canada, Australia, Singapore, or New Zealand do so on their own initiative and are responsible for compliance with local laws if and to the extent local laws are applicable.

(g) You and Hi-Rez agree that if any portion of this Section 27 is found illegal or unenforceable (except any portion of 27(d)) that portion shall be severed and the remainder of the Section shall be given full force and effect. If Section 27(d) is found to be illegal or unenforceable then neither you nor Hi-Rez will elect to arbitrate any Dispute falling within that portion of Section 27(d) found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the County of Fulton, State of Georgia, United States of America, and you and Hi-Rez agree to submit to the personal jurisdiction of that court.

28. Miscellaneous. This Agreement constitutes and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior oral or written agreements. The provisions of Sections 4, 7, 10, 13, 14, 16, 17, 19, 22, 24, 25, 26, 27 and 28 shall survive the termination of this Agreement for any reason. If any provision of this Agreement is found to be unenforceable, that provision shall be severed and the remainder of the Agreement shall be given full force and effect.