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

Last updated on September 4, 2015.

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" OR "YOUR") AND HI-REZ STUDIOS, INC. ("HI-REZ," "WE," "US," OR "OUR").

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

BY USING OR ACCESSING THE SERVICES OR ANY PORTION THEREOF, INCLUDING, WITHOUT LIMITATION, CREATING AN ACCOUNT OR ACTIVATING THE SOFTWARE PRODUCT, YOU AGREE TO BE BOUND BY THIS AGREEMENT.

IF YOU USE OR ACCESS THE SERVICES OR ANY PORTION THEREOF, INCLUDING, WITHOUT LIMITATION, CREATING AN ACCOUNT OR ACTIVATING 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 and all supplemental terms, as amended from time to time, 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, any Hi-Rez product or service to which you have access, any Hi-Rez product or service that requires an Internet connection or Account to access, install, or play, as well as any Account you use to access online or mobile products or services, and any services related thereto (e.g., the Hi-Rez patcher, etc) for said products or services (collectively, and together with the Site, Software Product, and Products, the "Services"), which Services 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 websites operated by Hi-Rez and such other websites established by Hi-Rez or its subsidiaries and affiliates from time to time and which reference this Agreement (such websites referred to collectively as the "Site"):

- **Hi-Rez Studios®**
  - <http://www.hirez.com>
  - <http://www.hirezstudios.com>
  - <http://game.hirezstudios.com>
  - <http://account.hirezstudios.com>

- **Global Agenda®**
  - <http://www.globalagendagame.com>
  - <http://www.globalassault.com>
  - <http://www.globalassaultgame.com>

- **MetalTech™, EarthSiege™, StarSiege™, Tribes™, Tribes: Aerial Assault™, Tribes: Vengeance™, Tribes Universe™**
  - <http://www.tribesuniverse.com>

- **Tribes: Ascend®**
  - <http://www.tribesascend.com>

- **SMITE®**
  - <http://www.smitegame.com>
  - <http://esports.smitegame.com>

- **Paladins™**
  - <http://www.paladins.com>
  - <http://www.paladinsgame.com>

- **Jetpack Fighter®**
  - <http://www.jetpackfighter.com>

- **GameVid Expo™**
  - <http://www.gamevidexpo.com>

YOUR USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, THE SITE AND ANY PURCHASE AND USE OF PRODUCTS AND SERVICES (INCLUDING, WITHOUT LIMITATION, THE SOFTWARE PRODUCT) (COLLECTIVELY, "PRODUCTS") IS GOVERNED BY THIS AGREEMENT, WHICH SUPPLEMENTS ANY APPLICABLE END USER LICENSE AGREEMENT, THE HI-REZ **ONLINE PRIVACY POLICY**, ANY APPLICABLE AND ADDITIONAL SITE TERMS OF USE, AND ANY SOFTWARE PRODUCT RULES OF CONDUCT OR OTHER TERMS (ALL OF WHICH ARE INCORPORATED INTO THIS AGREEMENT). IF YOU DOWNLOAD OTHER SOFTWARE FROM THE SITE OR IN CONNECTION WITH THE SERVICES, 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, any applicable End User License Agreement(s), the **Online Privacy Policy**, any applicable and additional Site Terms of Use, any Software Rules of Conduct, and any other terms and/or conditions that apply to the Services or any portion thereof;

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

- Change any fees or charges for use of the Services.

Any changes we make will be effective immediately upon notice, which we may provide by any means including, without limitation, posting on the Services. We indicate at the top of the page when this Agreement was last updated. Your continued use of the Services 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 and at any time, your access to your Account or the Services 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 Services at any time. Hi-Rez may also impose limits on certain features or restrict your access to all or portions of the Services without notice or liability. You have no interest, monetary or otherwise, in any feature or content contained in the Services, including, without limitation, any Products offered in connection with or through the Site and/or other Hi-Rez products and services.

2. Description of Game Service.

Hi-Rez offers the Software Product as a game service, and may offer subscription-based services and fee-based additional features, including, without limitation, name changes, aesthetic and/or other audiovisual changes (e.g., costumes, voice packs, announcer packs, etc), mystery boxes (e.g., treasure chests, etc), boosts, and other features accessible through the Services. Some of the content, features, and/or services offered through the Services are fee-based and have limited use based on time elapsed (e.g., 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 without notice.

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 limited, non-exclusive, revocable, non-transferable license to use the Services solely for your own non-commercial entertainment purposes, and a limited, non-exclusive, revocable, non-transferable license to use the Software Product in connection with the Services 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 Services 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 parties to access your Account or use your password;

(b) modify, translate, or create derivative works based on or utilizing the Services, including, without limitation, the Software Product or Site, or any portion thereof;

(c) remove or tamper with any copyright, trademark, or other proprietary notices contained in or relating to the Services, including, without limitation, the Software Product or Site, or any portion thereof;

(d) use cheats, automation software (e.g., bots), hacks, mods, or any unauthorized third-party technology, software, tools, or content designed to or capable of modifying the Services, including, without limitation, the Software Product or Site, or any portion thereof;

(e) exploit the Services or any portion thereof, for any commercial purpose, including, without limitation, (i) use at a cyber cafe, PC bang, 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 Services or inside the Services but outside a virtual marketplace owned and maintained by Hi-Rez; or (c) performing in-game services in exchange for payment outside the Services (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 Services, including without limitation, any software that reads areas of RAM used by the Services to store information about a character, in-game item, or any environment that is part of the Services; provided, however, that Hi-Rez may, in its sole discretion, allow the use of specified third party user interfaces and/or permit certain "data-mining" activities on a case-by-case basis;

(g) modify, or allow or cause to be modified, any files that are a part of the Services 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 and related services, 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 Services, including, without limitation, (i) any connection to any unauthorized server that emulates, or attempts to emulate, the Services or any portion thereof; 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 Services or any portion thereof;

(k) sell, grant a security interest in, or transfer reproductions of the Services, including, without limitation, the Software Product or Site, to other parties in any way not expressly authorized herein, or rent, lease, or license the Service or any portion thereof, including, without limitation, your Account, to others;

(l) violate any applicable law, rule, or regulation in connection with your use of or access to the Services or any portion thereof; or

(m) disrupt or assist in the disruption of any computer or network used to host, maintain, support, or provide the Services or any portion thereof, or the game experience of any other player of the Software Product or user of the Services.

5. Accounts.

In order to be a registered user of the Services, you may be required to 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 who is eighteen years of age or older. If you are under the age of eighteen, 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 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 or otherwise use the Services 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 Services, the characters, avatars, or digital items created through the Account, or any additional materials, features, or content accessed or

purchased through the Services. Those persons who have completed 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 Services is subject to Hi-Rez's **Online Privacy Policy**, available at <http://legal.hirezstudios.com>, which is expressly made part of this Agreement. If you have not already read the Online Privacy Policy, you should do so now. If you establish an Account or access the Services, (a) you agree to provide accurate, current, and complete information to the extent it is required to register with the Services and/or establish an Account, and at other points as may be required in the course of using the Services (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 Services, including without limitation, for use in maintaining your Account, all as more fully provided in the Online Privacy Policy.

7. Online Content.

You understand that by accessing the Site or using the Services, 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 of or your interactions with other users in the course of accessing the Site, or using the Services. You agree that your access and use of the Services (including the Site and/or 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 Services are available for individuals aged thirteen years or older. If you are thirteen or older but under the age of eighteen, 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. Hi-Rez does not endorse, approve, or prescreen any content that you or other users post or communicate on the Services. 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 Services. 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 Services and terminate your Account. You also acknowledge that the time that you spend on the Services 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 Services, or any portion thereof. You understand that the Services (including Products) purchased may include a security framework using third party digital rights management technology ("DRM") that protects digital information and limits your use of the Services 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, you are consenting to any such installation and continued presence of the DRM on your computer or other hardware device and agreeing to its operation related to the Usage Rules. Such operation may involve the communication between your computer or other hardware device 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 on-going 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 Services may require a compatible hardware device, Internet access (fees may apply), and certain software (fees may apply), and use of the Services may require obtaining patches, updates, or upgrades from time to time. Because use of the Services may involve specific hardware, specific software, and Internet access (high speed Internet access is strongly recommended), your ability to use the Services 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:

(a) 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.

(b) 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.

(c) Payment for Products. We may accept, as forms of payment for the Services, 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 Services (including, without limitation, the Site), 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 or other relevant page(s) of the Services. Hi-Rez reserves the right to change the payment methods offered at any time.

(d) Electronic Signatures and Contracts. Your use of the Services 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 SERVICES, INCLUDING, WITHOUT LIMITATION, NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS.

(e) 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 device'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 Services (including the 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 device 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 device, and by choosing such option you consent to Hi-Rez's monitoring your device'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 device. 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).

(f) No On-going 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 Services at any time without notice. You acknowledge that some aspects of the Services, and administering of the Usage Rules, entails the on-going involvement of Hi-Rez. Accordingly, in the event that Hi-Rez changes any part of the Services or discontinues the Services, 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 Services, separated individually, are 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 Services.

11. Customer Assistance With Orders and Refunds.

If you purchase Products, the following terms and conditions shall apply:

(a) Assistance with Customer Orders. For assistance with inquires as to your order or for other billing questions, please refer to our support page (listed below).

(b) Refund Policy. Please note that certain terms, conditions, and restrictions apply to the sale of a Product online that might not otherwise apply to the sale of physical goods. No refunds will be issued if your device 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 online or through the Services only if each of the following conditions is met:

(i) The Product has NOT been activated;

(ii) The Product activation key has NOT been disclosed to you by email, webpage, or otherwise;

(iii) Your request for a refund or credit is made within forty-eight hours from the time you purchase the Product; and

(iv) 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 PRODUCT HAS BEEN ACTIVATED. ALL SUCH SALES ARE FINAL.

(c) 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 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://account.hirezstudios.com/support/default.aspx>. 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 Services. 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 Services 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 Services 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 Services, 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 Services. 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 Services or any portion thereof.

- 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 Services, including, without limitation, on any bulletin board, forum, or chatroom.

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

- Exploit any bug in the Services to gain an unfair advantage in gameplay or communicate the existence of any such bug (either directly or through public posting) to any other user of the Services.

- 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 gameplay 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 Services who is violating any of the Rules of Conduct described above, please report them by emailing support@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 Services are public and not private communications, and that you have no expectation of privacy concerning your use of the Services. You acknowledge that personal information that you communicate on the Site or through the Services 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 Services. Hi-Rez is not responsible for information that you choose to communicate to other users of the Services, 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 Services. Chain letters and pyramid schemes are not allowed. You may not use any area of the Services 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 Services (including the Site and Products) 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, devices, scripts, or any automated system on the Site or through the Services 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 Services 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 Services unless we have expressly authorized you to do so.

(b) You must have the legal right to upload any content to the Services before you do so. You shall not copy, transmit, modify, distribute, show in public or in private, or create any derivative works from the content you find on the Services, unless Hi-Rez expressly authorizes you to do so in advance and in writing. Making unauthorized copies of any content found on the Services can lead to the termination of your Account (or revocation of guest status, if you are a guest) and may subject you to further legal action. Similarly, other content owners may take criminal or civil action against you. You agree to indemnify and hold harmless Hi-Rez and its affiliates, vendors, and licensors, and their employees, officers, directors, and agents from any and all damages, liabilities, and expenses (including, without limitation, reasonable attorneys' fees) based upon, or arising out of, any such action.

(c) Hi-Rez respects the intellectual property rights of others. You may not upload or post on the Services 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 the Services 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 Services 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 Services infringes your rights, you may submit a written notification to us with the following information to copyright@hirezstudios.com:

(i) Your complete contact information (full legal name, mailing address, phone number, and email address). Please be advised that we may provide your contact information, including your name and email address, the name of your company or client who owns the right in question, and/or the contents of your report to the person who posted the content you are reporting. Consequently, you may wish to provide a professional or business email address for contact by such persons.

(ii) A description of the copyrighted work that you claim has been infringed.

(iii) A detailed description of the content on the Services that you claim infringes your copyright.

(iv) Information reasonably sufficient to permit us to locate the material on our Services. The easiest way to do this is by providing web addresses (URLs) leading directly to the allegedly infringing content on our Site, or by writing a step-by-step guide on how to find the content after you login to the relevant Services.

(v) A declaration that:

- You have a good faith belief that use of the copyright content described above, in the manner you have complained of, is not authorized by the copyright owner, its agent, or the law,
- The information in your notice is accurate, and
- You declare, under penalty of perjury, that you are the owner or authorized to act on behalf of the owner of an exclusive copyright that is allegedly infringed.

(vi) Your physical or electronic signature.

Please take note that pursuant to Section 512(f) of the Digital Millennium Copyright Act of 1998 (the "DMCA"), any person who knowingly materially misrepresents that material is infringing may be subject to liability for damages (including costs and attorneys' fees). We may elect to pursue such damages, and strongly encourage you to review your claim with legal counsel before submission. Information you provide pursuant to this subsection (d) may be forwarded to the person who provided the allegedly infringing content.

17. Export Control Laws.

You agree to abide by United States 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 Services 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 17** shall survive termination of this Agreement.

18. User's Computer Information.

When you connect to or use the Services, we may retrieve information from the device used to log onto the Services about the device's hardware system, software, and any data related to the device's operation of the Products. We will only collect personal information about you in accordance with the terms of our **Online Privacy Policy**.

19. Links to Third-Party Web Sites.

The Services may include hypertext links to websites operated by parties other than Hi-Rez, including, without limitation, advertisers and other content and service providers. Those websites may collect data or solicit personal information from you. Hi-Rez does not control such websites, and is not responsible for their content, privacy policies, or for the collection, use, or disclosure of any information those websites 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 Services (including the Software Product), 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 website features. Your participation as a beta tester shall be subject to the terms and conditions of the applicable beta test agreement and/or non-

disclosure 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 Services, 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 or other hardware device 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 Services. 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 SERVICES, INCLUDING, WITHOUT LIMITATION, THE SITE 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 SERVICES WILL BE UN-INTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL CODE OR COMPONENTS. The entire risk arising out of use or performance of the Services, including, without limitation, the Site 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 SERVICES OR ANY PORTION THEREOF, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, HARDWARE 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., COSTUMES, UNLOCKABLES, ETC.) OR CURRENCY, ACCOUNTS, STATISTICS, OR USER STANDINGS, RANKS, OR PROFILE INFORMATION STORED BY THE SERVICES. 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 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 Services or any portion thereof. 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 thirty calendar 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., 3750 Brookside Parkway, Alpharetta, Georgia 30022, Attention: Legal 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 Services 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 Services from New Zealand, and are a resident of New Zealand, The New Zealand Consumer Guarantees Act of 1993 ("Act") may apply to the Services 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 Services 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 applicable 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.

29. Third Party Terms.

(a) Xbox Live Terms of Use. The Xbox Live Terms of Use continue to apply in their entirety and govern your conduct while accessing the Services through Xbox Live. Hi-Rez is solely responsible for the operation and content of the Services. However, Microsoft Corporation may collect and use information about you and your use of Xbox Live while accessing the Services through Xbox Live. Microsoft's use and collection of such information is governed by the Xbox Live Privacy Statement (available at www.xbox.com or by calling 1-800-4MY-XBOX as of August 21, 2015).

(b) Steam Terms of Use. The Steam Subscriber Agreement continues to apply in its entirety and governs your conduct while accessing the Services through Steam. Hi-Rez is solely responsible for the operation and content of the Services. However, Valve Corporation may collect and use information about you and your use of Steam while accessing the Services through Steam. Valve's use and collection of such information is governed by Valve's Privacy Statement (available at <http://store.steampowered.com> as of August 21, 2015).