

NGE Shadowverse Open Terms of Use

Effective as of July 6th, 2017

Acceptance of Terms of Use

Welcome to shadowverse.nge.io (the “**Site**”), operated by Hitbox, LLC, a Delaware limited liability company d/b/a Next Generation eSports (“**Company**”, “**we**” or “**us**”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “**Terms of Use**”), govern your access to and use of the Site, including any content, functionality and services (each a “**Service**” and collectively, the “**Services**”) offered on or through the Site, whether as a guest or a registered user.

Please read these Terms of Use carefully before you start to use the Services. **By accessing and/or using the Services, you accept and agree to be bound and abide by these Terms of Use and the Privacy Policy found at <http://nge.io/home-creative-agency/privacy-policy/> (the “Privacy Policy”), incorporated herein by reference and to comply with all applicable laws, rules and regulations (collectively, “Applicable Law”).** If you do not want to agree to these Terms of Use and the Privacy Policy, you must not access or use the Services.

NOTE THAT THE “ARBITRATION AGREEMENT” SECTION BELOW CONTAINS PROVISIONS THAT REQUIRE, WITH LIMITED EXCEPTIONS, ALL DISPUTES ARISING BETWEEN YOU AND COMPANY UNDER THESE TERMS OF USE TO BE RESOLVED IN BINDING ARBITRATION, AND NOT IN COURT, AND THAT YOU AND COMPANY WAIVE THE RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION IN CONNECTION WITH SUCH DISPUTES. PLEASE READ THE ARBITRATION AGREEMENT CAREFULLY. BY USING THE SERVICES AND ACCEPTING THESE TERMS OF USE, YOU AGREE TO BE BOUND BY THE ARBITRATION AGREEMENT.

Eligibility

The Services are offered and available to users who are at least 16 years of age and reside in North America or Europe. By accessing and/or using the Services, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Services. Company may require proof of your identity or eligibility at any time to participate or continue to participate in a Service and/or to receive any prize in connection with the Services. Failure to provide evidence of identity or eligibility satisfactory to Company, and determined in Company’s sole discretion, may result in suspension or termination of your account. Company reserves the right to monitor all activities on the Services, including without limitation, any effort to establish accounts in violation of these Terms

of Use. Company also reserves the right to deny access to anyone, including, without limitation, those players who use proxy servers and/or IP addresses residing in certain geographical areas.

Changes to the Terms of Use and Services

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Services thereafter. Your continued use of any Service following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time you access the Site so you are aware of any changes, as they are binding on you.

We may update the content on the Services from time to time, but content is not necessarily complete or up-to-date. Any of the material on the Services may be out of date at any given time, and we are under no obligation to update such material. We reserve the right to withdraw or amend the Services, and any material we provide on the Services, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Services is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Services, or the entire Site, to users, including registered users. You are responsible for making all arrangements necessary for you to have access to the Services and ensuring that all persons who access the Services through your internet connection are aware of these Terms of Use and comply with them.

Accessing the Services and Account Security

To access the Services or some of the resources therein, you may be asked to provide certain registration details or other information. It is a condition of your use of the Services that all the information you provide is accurate, current and complete. You agree that all information you provide to register for a Service or otherwise, including but not limited to through the use of any interactive features on the Services, is governed by the Privacy Policy, and you consent to all actions we take with respect to your information consistent with the Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Services or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

Even after your user account or access to the Services is terminated by you or by Company, these Terms of Use will remain in full force and effect with respect to your past and future use of the Services. Any rights to your account terminate upon your death.

WE HAVE THE RIGHT TO DISABLE OR CHANGE ANY USER NAME, PASSWORD OR OTHER IDENTIFIER, WHETHER CHOSEN BY YOU OR PROVIDED BY US, AT ANY TIME IN OUR SOLE DISCRETION FOR ANY OR NO REASON, INCLUDING IF, IN OUR OPINION, YOU HAVE VIOLATED ANY PROVISION OF THESE TERMS OF USE.

Intellectual Property Rights

The Services and all contents, features and functionality (including, without limitation, information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof) contained therein, are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Services for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on the Services. You must not access or use for any commercial purposes any part of the Services or any services or materials available through the Services. If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Services in breach of the Terms of Use, your right to use the Services will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Services or any content on the Services is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Services not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

The Company names and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on the Services are the trademarks of their respective owners.

Prohibited Uses

You may use the Services only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Services:

- To violate any Applicable Law.

- For the purpose of exploiting, harming or attempting to exploit or harm any person in any way, including minors by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or user names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Services, or which, as determined by us, may harm the Company or users of the Services or expose them to liability.
- In any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Services, including their ability to engage in real time activities through the Services.
- To use any robot, spider or other automatic device, process or means to access the Services for any purpose, including monitoring or copying any of the material on the Services.
- To use any manual process to monitor or copy any of the material on the Services or for any other unauthorized purpose without our prior written consent.
- To use any device, software or routine that interferes with the proper working of the Services.
- To introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful or otherwise attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Services, the server on which the Services is stored, or any server, computer or database connected to the Services.
- To attack the Services via a denial-of-service attack or a distributed denial-of-service attack.
- To otherwise attempt to interfere with the proper working of the Services.

User Contributions

The Services may contain the ability to post content or messages or otherwise communicate with other users, including, without limitation, message boards, chat functionality, personal web pages or profiles, forums and other interactive features (collectively, “**Interactive Services**”) that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, “**post**”) content or materials (collectively, “**User Contributions**”) on or through the Services.

All User Contributions must comply with these Terms of Use. Any User Contribution you post to the Services will be considered non-confidential and non-proprietary. By providing any User Contribution on the Services, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose/according to your account settings.

You represent and warrant that:

- You will not post any content or materials that:
 - Contains any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
 - Promotes sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
 - Infringes any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
 - Violates the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under Applicable Law or that otherwise may be in conflict with these Terms of Use or the Privacy Policy.
 - Is likely to deceive any person.
 - Promotes any illegal activity, or advocate, promote or assist any unlawful act.
 - Causes annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, harass, alarm or annoy any other person.
 - Impersonates any person, or misrepresent your identity or affiliation with any person or organization.

- Involves commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Gives the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.
- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have fully responsibility for such content, including its legality, reliability, accuracy and appropriateness. We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Services.

Promotional Activities

By registering for a Service, you agree that Company and our affiliates and service providers may display your username, likeness/avatar, gameplay data and statistics, tournament records and any other information that regarding your gaming activity. By registering an account and/or accepting any prize from the Services, you agree to allow the Services to print, publish, broadcast and use, worldwide, in any media and at any time, your name, picture, voice, likeness, and/or biographical information for promotional, marketing or related purposes without additional compensation or consent.

Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Services or the public or could create liability for the Company.

- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services.
- Terminate or suspend your access to all or part of the Services for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Site. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material before it is posted on the Services, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Tournament Play

You must comply with any rules and regulations posted on the Services for tournament play. Company is not responsible for technical, hardware or software malfunctions, lost or unavailable network connections, disconnects from your game play on your platform or any incorrect or inaccurate results that may be posted on your online game. You may not:

- Gain unauthorized access to the Services' systems or any account (other than your own), interfere with the communications, procedures or performance of the Services or deliberately damage or undermine the Services,
- Affect the outcome of game play on platform by means of or with the assistance of automatic, macro, bots, automated programs, screen analysis utilities, any type of mods, memory readers, telepathy, alien technology or similar methods or to otherwise commit fraud in relation to the Services, or
- Alter the human skill component of any game played on your platform.

Any attempt to do so is a violation of both civil and criminal laws and will result not only in the termination of your account and forfeiture of any and all benefits, bonuses and incentives

to which you would otherwise be entitled, but potentially also civil and/or criminal prosecution. Company, in its sole discretion, reserves the right to terminate any person's account who is suspected of tampering with game results, or who otherwise violates these Terms of Use and to seek criminal and/or civil prosecution to the greatest extent possible.

Each member acknowledges that the outcome of the games and tournaments offered on the Services are directly related to the skill levels of each person participating. Company does not comment or have knowledge of the probability of one participant winning a game, and makes no representations about an individual's chances of winning. The Service may, from time to time, enable you to accumulate or earn status, points or prizes (collectively "Prizes"). The results and winners of each tournament and any Prizes in connection therewith offered on the Services will be determined by Company, and such determinations are final and binding. By registering and/or participating in any tournament or competition, you agree to be bound by these determinations. In addition, we reserve the right to take appropriate legal action, including criminal prosecution, as we deem necessary in our sole discretion.

Prizes and Taxes

You warrant that you are, based on the laws of your country of residence and otherwise, permitted to receive the possible Prizes, including in particular a possible cash prize (if any), and in the event of a breach of this warranty, the Company has the right to refuse to award any prizes.

You understand and agree that you are solely responsible for all taxes, fees or charges levied on the prizes (without recourse to the Company) and for the proper filing and reporting of the prizes on your tax returns or as otherwise required in any relevant country. The Company maintains the right to deduct or withhold any applicable taxes payable by you from the prizes (including but not limited to withholding taxes) as required by the applicable tax laws.

Copyright Infringement

We respect the intellectual property rights of others and request that users of the Services respect the intellectual property rights of others as well. Pursuant to 17 U.S.C. 512(i) of the United States Copyright Act, we will remove any content that allegedly infringes another party's copyright and reserve the right to suspend or terminate a user's access to and use of the Service if a user is found to be a repeat infringer.

If you believe your work has been copied and is accessible through the Services in a way that constitutes copyright infringement, you may notify our designated copyright agent (specified below) in writing with the following and in the form required by 17 U.S.C. 512 of the United States Copyright Act: (i) provide your physical or electronic signature; (ii) identify the copyright work that you believe is being infringed; (iii) identify the item in the Services that you think is infringing your work and include sufficient information about where the material is located on the website; (iv) provide us a way to contact you, such as your address, phone number or email address; (v) provide a statement that you believe in good faith that the item you have identified as infringing is not authorized by the copyright owner, or its agent, or the

law; and (vi) provide a statement by you, made under penalty of perjury, that the information you provide in your notice is accurate, and that you are authorized to act on behalf of the copyright owner whose work is being infringed.

Company's Copyright Agent: Andy Vander Woude, 3111 Winona Ave., Suite 105, Burbank, CA, 91504

Reliance on Information Posted

The information presented on or through the Services is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Services, or by anyone who may be informed of any of its contents.

The Services may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Fees

You acknowledge that Company reserves the right to charge a fee for any portion of the Services. The Company will provide you with advance notice of any such fees, including any change in the amount of such fees, and a way to cancel your account and/or subscription in the event you do not wish to pay the modified fee. If you continue to use the Services after a fee has been imposed or increased, you are expressly agreeing to the fee or increase thereto and you will be responsible for paying such fee for the balance of your subscription or use of the Company Services. If Company suspends or terminates your account and/or access to the Company Services because you have breached these Terms of Use or violated Applicable Law, you will not be entitled to a refund of any unused portion of such fees or other payments.

Information About You and Your Visits to the Services

All information we collect on this Services is subject to the Privacy Policy found at <http://nge.io/home-creative-agency/privacy-policy/> accessing and/or using the Services, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Additional Terms and Conditions

Additional terms and conditions may also apply to specific portions, services or features of the Services. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

Linking to the Services and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part. If the Services provide certain social media features that enable you to link to or otherwise display/embed your own or certain third-party services to certain content on the Services or send e-mails or other communications with certain content, or links to certain content, on the Services you may use these features solely as they are provided by us, solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features.

Links from the Services

If the Services contain links to other services provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party sites linked to from the Services, you do so entirely at your own risk and subject to the terms and conditions of use and privacy policies for such third party services.

Geographic Restrictions

The owner of the Services is based in the United States. We make no claims that the Services or any of its content is accessible or appropriate outside of the United States. Access to and/or use of the Services may not be legal by certain persons or in certain countries. If you access or use the Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws in your jurisdiction.

Disclaimer of Warranties

YOUR USE OF THE SERVICES AND ANY CONTENT OR ITEMS OBTAINED THROUGH THE SITE IS AT YOUR OWN RISK. THE SITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE SITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE

SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES OR ANY CONTENT OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY SITE LINKED TO IT.

Limitation on Liability

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, RELATED PARTIES, ITS ADVERTISERS OR SPONSORS OR THEIR RESPECTIVE LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SITE, ANY SITES LINKED TO IT, ANY CONTENT ON THE SERVICES OR SUCH OTHER SITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE OR SUCH OTHER SITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify and hold harmless the Company, its affiliates, related parties, advertisers and sponsors, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these

Terms of Use or your use of the Services including, but not limited to, your User Contributions, any use of the Services' content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Services.

Arbitration Agreement

1. Company, including its affiliates, agents, employees, predecessors in interest, successors, and assigns, and you agree that any Dispute (as defined below) between you and Company, regarding any aspect of your relationship with Company, will be resolved in a binding, confidential, individual and fair arbitration process, and not in court. Each of you and Company agrees to give up the right to sue in court. The term "**Dispute**" is to be given the broadest possible meaning that will be enforced, and shall include any dispute, claim, demand, count, cause of action, or controversy between you and Company, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort), or any other legal or equitable theory. The term "**Dispute**" specifically includes, but is not limited to, any and all claims between you and Company in any way related to or concerning this Arbitration Agreement, any other aspect of these Terms of Use (including their applicability and their conformance to applicable law), any products or services provided by Company, any billing disputes, and any disputes relating to telephonic, text message, or any other communications either of us received from the other. The only exceptions to this Arbitration Agreement are that (a) each of you and Company retains the right to sue in small claims court and (b) each of you and Company may bring suit in court against the other to enjoin infringement or other misuse of intellectual property rights. Disputes over whether these exceptions apply shall be resolved by the court in which such action has been brought; all other disputes over arbitrability shall be resolved by the arbitrator. Each of you and Company also agrees to give up the ability to seek to represent, in a class action or otherwise, anyone but each of you and Company (see paragraph 6 below). There is no judge or jury in arbitration, and court review of an arbitration award is limited. An arbitrator must follow these Terms of Use. The arbitrator, however, can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief, or statutory damages). These Terms of Use evidences a transaction in interstate commerce, and thus the Federal Arbitration Act, 9 U.S.C. §§ 1-16, governs the interpretation and enforcement of this Arbitration Agreement. This Arbitration Agreement shall survive termination of these Terms of Use.

2. Any arbitration between you and Company will be conducted by the Judicial Arbitration and Mediation Services, Inc. ("**JAMS**"), pursuant to the JAMS Streamlined Arbitration Rules & Procedures effective July 1, 2014 (the "**JAMS Rules**"), as modified by this Arbitration Agreement. The arbitration shall be conducted by a single, neutral arbitrator, and if you and Company cannot agree on who that single arbitrator will be, the arbitrator will be appointed pursuant to the JAMS Rules, with the participation and involvement of Company and you pursuant to JAMS Rule 12. The JAMS Rules are available on its website at <http://www.jamsadr.com/rules-streamlined-arbitration/>. The Consumer Arbitration Minimum

Standards are available at <http://www.jamsadr.com/consumer-arbitration/>. The arbitrator is bound by the terms of these Terms of Use. If either you or Company wants to arbitrate a claim, you or Company must first send by mail to the other a written Notice of Dispute (“**Notice**”) that sets forth the name, address, and contact information of the party giving notice, the specific facts giving rise to the Dispute, the Services to which the Notice relates, and the relief requested. Your Notice to the Company must be sent by mail to Arbitration Notice of Dispute, 3111 Winona Ave, Unit 104, Burbank, CA 91504. The Company will send any Notice to you at the contact information we have for you or that you provide. It is the sender’s responsibility to ensure that the recipient receives the Notice. During the first 45 days after you or we send a Notice to the other, you and we may try to reach a settlement of the Dispute. If you and we do not resolve the Dispute within 45 days, either you or we may initiate arbitration in accordance with the JAMS Rules. Further instructions on submitting a Demand for Arbitration may be found at http://www.jamsadr.com/files/Uploads/Documents/JAMS_Arbitration_Demand.pdf. In addition to filing this Demand for Arbitration with JAMS in accordance with its rules and procedures, you must send a copy of this completed Demand for Arbitration to the Company at the address listed above to which you sent your Notice of Dispute.

3. You and the Company acknowledge and agree to abide by the following rules for arbitration: (a) YOU AND COMPANY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE OR MULTI-CLAIMANT PROCEEDING, AND THE ARBITRATOR SHALL HAVE NO POWER TO AWARD CLASS-WIDE RELIEF; (b) the Company will pay arbitration costs as required by the JAMS Consumer Arbitration Minimum Standards and consistent with paragraph 6 below; (c) the arbitrator may award any individual relief or individual remedies that are permitted by applicable law; and (d) each side pays his, her or its own attorneys’ fees, except as otherwise provided in paragraph 5 below. JAMS charges filing and other fees to conduct arbitrations. Ordinarily, the claimant has to pay the filing fee to initiate arbitration, but if you wish to commence an arbitration against Company, you and the Company acknowledge and agree to abide by the following: (i) If you are seeking to recover less than \$10,000 (inclusive of attorneys’ fees), Company will pay the filing fee on your behalf or reimburse your payment of it; (ii) If you are seeking to recover \$10,000 or more, you will have to pay the filing fee charged by JAMS, but Company will reimburse the filing fee if you prevail on all claims decided upon by the arbitrator; (iii) Company and you agree that, if the claims to be arbitrated total less than \$10,000 (inclusive of attorneys’ fees), the claim ordinarily should be decided on written submissions only, without a telephonic or in-person hearing. Company will not request a hearing for any claims totaling less than \$10,000. This provision shall not be construed by the arbitrator to deprive you of any rights you may have to a telephonic or in-person hearing in your hometown area pursuant to the JAMS Rules; and (iv) Company and you agree that, if the claims to be arbitrated total \$10,000 or more, the arbitration will occur in a manner and place consistent with the JAMS Rules.

4. Regardless of how the arbitration proceeds, each of you and Company shall cooperate in good faith in the exchange of non-privileged documents and information as necessary in

accordance with the JAMS Rules, and the arbitrator shall issue a reasoned written decision sufficient to explain his or her findings and conclusions.

5. Each of you and Company may incur attorneys' fees during the arbitration. Each side agrees to pay his, her or its own attorneys' fees unless the claim(s) at issue permit the prevailing party to be paid its attorneys' fees, and in such instance, the fees awarded shall be determined by the applicable law(s). In addition to whatever rights you may have to recover your attorneys' fees under applicable law, if you prevail in the arbitration, and if Company failed to make a settlement offer to you before the arbitration or the amount you win is at least 25% greater than Company's highest settlement offer, then Company will pay your reasonable attorneys' fees in addition to the amount the arbitrator awarded. If Company wins the arbitration, you will be responsible for your own attorneys' fees. In addition, if the arbitrator, at the request of the winning party, finds that the losing party brought a claim or asserted a defense frivolously or for an improper purpose, then regardless of the amount in dispute, the arbitrator must order the losing party to pay both sides' arbitration fees and may order the losing party to pay the winning party's reasonable attorneys' fees, unless such an award of fees is prohibited by Applicable Law.

6. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator may not order Company to pay any monies to or take any actions with respect to persons other than you, unless Company explicitly consents in advance, after an arbitrator is selected, to permit the arbitrator to enter such an order. Further, unless Company expressly agrees, the arbitrator may not consolidate other persons' claims with yours, and may not otherwise preside over any form of a representative, multi-claimant or class proceeding.

7. You and Company agree to maintain the confidential nature of the arbitration proceeding and shall not disclose the fact of the arbitration, any documents exchanged as part of any mediation, proceedings of the arbitration, the arbitrator's decision and the existence or amount of any award, except as may be necessary to prepare for or conduct the arbitration (in which case anyone becoming privy to confidential information must undertake to preserve its confidentiality), or except as may be necessary in connection with a court application for a provisional remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or court order.

8. With the exception of subpart (a) in paragraph (3) (i.e., the waiver of the ability to proceed on behalf of multiple claimants or a purported class), if any part of this Arbitration Agreement is deemed invalid, unenforceable, or illegal, then the balance of this Arbitration Agreement shall remain in effect and be construed in accordance with its terms as if the invalid, unenforceable, or illegal provision were not contained. If, however, subpart (a) in paragraph (3) is found invalid, unenforceable or illegal, then the entirety of this Arbitration Agreement shall be null and void, but the rest of these Terms of Use, including the provisions governing where actions against Company must be pursued, the choice of governing law, and our mutual waiver

of the right to a trial by jury, will remain in effect and apply to any claim that, for this or any other reason, proceeds in court rather than in arbitration.

Governing Law; Jurisdiction

Use of the Services, including, without limitation, any purchases made through the Services, and any controversy, claim or dispute arising out of or relating in any way to your use of the Services, these Terms of Use and/or products purchased through the Services shall be governed by the laws of your home state of residence without respect to its choice (or conflict) of laws rules. Any claim or cause of action you may have with respect to Company or the Services must be commenced within one (1) year after the claim or cause of action arose. Jurisdiction and venue for any dispute shall be in Los Angeles, California. Each party submits to personal jurisdiction and venue in that forum for any and all purposes.

Class Action Waiver

BOTH YOU AND COMPANY WAIVE THE RIGHT TO BRING ANY CONTROVERSY, CLAIM OR DISPUTE ARISING OUT OF OR RELATING IN ANY WAY TO YOUR USE OF THE SERVICES OR PURCHASES THROUGH THE SERVICES AS A CLASS, CONSOLIDATED, REPRESENTATIVE, COLLECTIVE, OR PRIVATE ATTORNEY GENERAL ACTION, OR TO PARTICIPATE IN A CLASS, CONSOLIDATED, REPRESENTATIVE, COLLECTIVE, OR PRIVATE ATTORNEY GENERAL ACTION REGARDING ANY SUCH CLAIM BROUGHT BY ANYONE ELSE.

Waiver and Severability

No waiver by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms of Use will continue in full force and effect.

Entire Agreement

These Terms of Use and the Privacy Policy and any other required participation documents, including any tournament rules and regulations, and terms and conditions constitute the sole and entire agreement between you and Company with respect to the Services and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Services.

Your Comments and Concerns

All feedback, comments, requests for technical support and other communications relating to the Services should be directed to: shadowverse@nge.io

Thank you for visiting the Services.