

The Walking Dead: Saints & Sinners™

END USER LICENSE AGREEMENT

Effective as of January 21, 2020.

Acceptance of Agreement

Welcome to *The Walking Dead: Saints & Sinners™* game and *The Walking Dead: Saints & Sinners™* platform (the “**Platform**”), operated by Skydance Interactive, LLC, a Delaware limited liability company (“**Skydance**”, “**we**” or “**us**”). The following terms and conditions, together with any documents they incorporate by reference (collectively, this “**Agreement**”), govern your access and use of the Platform, including without limitation your use of *The Walking Dead: Saints & Sinners™* client software (the “**Game**”). Please read this Agreement carefully before you start to use the Game and Platform.

By clicking "I accept" below and/or using the Platform, you accept and agree to be bound and abide by this Agreement and the Privacy Policy found at <http://skydance.com/privacy/> (the “Privacy Policy**”) incorporated herein by reference, and to comply with all applicable laws, rules and regulations (collectively, “**Applicable Law**”).** If you do not agree to all terms and conditions of this Agreement and the Privacy Policy, you must not access or use the Platform.

NOTE THAT THE “ARBITRATION AGREEMENT” SECTION BELOW CONTAINS PROVISIONS THAT REQUIRE, WITH LIMITED EXCEPTIONS, ALL DISPUTES ARISING BETWEEN YOU AND SKYDANCE UNDER THIS AGREEMENT TO BE RESOLVED IN BINDING ARBITRATION, AND NOT IN COURT, AND THAT YOU AND SKYDANCE 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 PLATFORM AND ACCEPTING THIS AGREEMENT, YOU AGREE TO BE BOUND BY THE ARBITRATION AGREEMENT.

Changes to Agreement and Platform

We may revise and update this Agreement from time to time in our sole discretion. This version of the Agreement will terminate immediately upon the introduction of a new version. New versions will not apply retroactively. You will be given an opportunity to review any new version of this Agreement before choosing to accept or reject its terms. If you accept a new version of this Agreement, and your registered Account (*as defined below*) remains in good standing, you will be able to continue using the Game and the Platform subject to the terms of the new version. If you decline to accept a new version of

this Agreement or cannot comply with its terms, you will no longer be permitted to use the Game and the Platform.

We may change, modify, suspend, or discontinue any aspect of the Game and/or the Platform at any time, including removing or revising items for any purpose. We may also impose limits on certain features or restrict your access to parts or all of the Game and/or the Platform without notice or liability.

Accounts

Before using the Game and/or the Platform, you must register an account on the Platform (an “Account”). **To register an Account, you must be an adult in your country of residence or, subject to applicable laws, at least 13 years old with authorization to participate from a parent or legal guardian.** You may establish an Account only if you are a natural person and an adult in your jurisdiction of residence. Skydance may require proof of your identity or eligibility at any time to participate in a Game and/or otherwise interact with the Platform. Failure to provide evidence of identity or eligibility satisfactory to Skydance, as determined in Skydance’s sole discretion, may result in suspension or termination of your Account.

Subject to Applicable Laws, minors over the age of 13 may utilize an Account established by their parent or legal guardian. In the event that you permit a minor to use an Account on the Platform, you hereby agree to this Agreement on behalf of yourself and the minor, and you will be responsible for all uses of the Account by the minor whether or not such uses were authorized by you.

When you create or update an Account, you must provide Skydance with accurate, complete and up to date information, such as your name, address, phone number, and email address. Additionally, in order to play certain Games or use certain features offered on the Platform, you may also be required to provide Skydance with payment information (such as credit card information). You agree that all information you provide to register for the Platform or otherwise, including but not limited to through the use of any interactive features on the Platform (collectively referred to hereunder as “**Account Information**”), is governed by the Privacy Policy, and you consent to all actions we take with respect to your Account Information consistent with the Privacy Policy.

You must treat all Account Information as confidential, and you must not disclose it to any other person or entity except as permitted hereunder. You also acknowledge that your Account is personal to you and agree not to provide any other person with access to the Platform or portions of it using your Account 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 Account Information. You agree that you are responsible for all uses of your Account Information and your Account, including purchases, whether or not authorized by you.

Skydance reserves the right to monitor all activities on the Platform, including without limitation, any effort to establish an Account in violation of this Agreement, and to deny access to anyone, including, without limitation, those users who use proxy servers and/or IP addresses residing in certain geographical areas. WE RESERVE THE RIGHT TO SUSPEND OR TERMINATE ANY ACCOUNT AT ANY TIME IN OUR SOLE DISCRETION FOR ANY OR NO REASON, INCLUDING IF, IN OUR OPINION, YOU HAVE VIOLATED ANY PROVISION OF THIS AGREEMENT.

Fees; Purchases

You acknowledge that Skydance reserves the right to charge a fee for any portion of the Platform. Skydance 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 Platform 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 Platform.

You agree to pay all fees and applicable taxes incurred by you or anyone using your Account. If you choose a recurring subscription for the Game, you acknowledge that payments will be processed automatically until you cancel the subscription or the Account. Skydance may revise the pricing for the goods and services offered through the Platform at any time. YOU ACKNOWLEDGE THAT SKYDANCE IS NOT REQUIRED TO REFUND AMOUNTS YOU PAY TO SKYDANCE FOR THE USE OF THE PLATFORM, OR FOR PURCHASES MADE THROUGH THE PLATFORM, FOR ANY REASON.

If you purchase a product or service made available through the Platform, (each such purchase, a “**Transaction**”), you will be asked to provide certain information to complete such purchase, which may include, without limitation, your credit card number, the expiration date of your credit card, billing address, and shipping information. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT METHOD(S) UTILIZED IN CONNECTION WITH ANY TRANSACTION and agree to pay all charges that may be incurred by you or on your behalf through the Platform, at the price(s) in effect when such charges are incurred including, without limitation, all shipping and handling charges and applicable taxes. Verification of information may be required prior to the acknowledgment or completion of any Transaction. You are responsible for any taxes that may be applicable to your Transactions. We reserve the right to collect sales tax in any jurisdiction if we

believe that such collection is required by law. The prices displayed on the Platform are quoted in US Dollars, unless otherwise indicated. All Transactions through the Platform are subject to our acceptance, and we may decline to accept and may cancel any Transaction whether or not has been confirmed, for any or no reason, and without liability to you or anyone else.

License Grant

Subject to your compliance with this Agreement, Skydance grants you a non-sublicensable and non-exclusive license to use the Game and the Platform as follows:

- ❖ You may install the Game on one or more computers under your legitimate control to access and use the Platform; and
- ❖ You may use the Platform for your personal and non-commercial entertainment purposes only, unless specifically allowed under the terms of this Agreement.

We may revoke your license to use the Game and/or the Platform if you violate, or assist others in violating, the license limitations set forth below. You agree that you will not, in whole or in part or under any circumstances, do the following:

- ❖ Transfer your rights and obligations to use the Platform;
- ❖ Copy, reproduce, translate, reverse engineer, derive source code from, modify, disassemble, decompile, or create derivative works based on or related to the Game;
- ❖ Create, use, offer, advertise, make available and/or distribute the following or assist therein:
 - Cheats: *i.e.* methods, not expressly authorized by Skydance, influencing and/or facilitating the gameplay, including exploits of any in-game bugs, and thereby granting you and/or any other user an advantage over other players not using such methods;
 - Bots: *i.e.* any code and/or software, not expressly authorized by Skydance, that allows the automated control of a Game, the Platform and/or any component or feature thereof, *e.g.* the automated control of a character in a Game;
 - Hacks: *i.e.* accessing or modifying the software of a Game or the Platform in an manner, not expressly authorized by Skydance; and/or
 - Any code and/or software, not expressly authorized by Skydance, that can be used in connection with the Game, the Platform, and/or any component or feature thereof which changes and/or facilitates the gameplay.

- ❖ Exploit, in their entirety or individual components, the Game and/or the Platform for any purpose not expressly authorized by Skydance, including, without limitation **(i)** playing the Game(s) at commercial establishments; **(ii)** gathering in-game currency, items, or resources for sale outside of the Platform or the Games; **(iii)** performing in-Game services, like power-leveling, in exchange for payment outside of the Platform or the Games; or **(iv)** communicating or facilitating (by text, live audio communications, or otherwise) any commercial advertisement, solicitation or offer through or within the Platform or the Game;
- ❖ Use third party software that intercepts, collects, reads, or “mines” information generated or stored by the Game; *provided, however*, that Skydance may, at its sole and absolute discretion, allow the use of certain third party user interfaces;
- ❖ Create, utilize or transact in any in-Game item created or copied by exploiting a design flaw, undocumented problem, or program bug in the Platform or the Game;
- ❖ Host, provide, or develop matchmaking services for the Game, or intercept, emulate, or redirect the communication protocols used by Skydance in any way, for any purpose, including without limitation, unauthorized play over the Internet, network play (except as expressly authorized by Skydance), or as part of content aggregation networks;
- ❖ Facilitate, create, or maintain any unauthorized connection to the Platform or the Game including without limitation: **(i)** any connection to any unauthorized server that emulates, or attempts to emulate, the Platform; and **(ii)** any connection using third party programs or tools not expressly authorized by Skydance;
- ❖ Attempt to sell, sublicense, rent, lease, grant a security interest in, or otherwise transfer any copy of the Game or your rights to the Game to any other party in any way not expressly authorized herein;
- ❖ Disrupt or assist in the disruption of: **(i)** any computer used to support the Platform or any Game environment; or **(ii)** any other player’s Game experience; and/or
- ❖ Use the Game or the Platform to violate any Applicable Laws.

Also prohibited are all of the following uses of the Platform:

- ❖ 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”, “spam”, or any other similar solicitation;

- ❖ To impersonate or attempt to impersonate Skydance, a Skydance 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 Platform, or which, as determined by us, may harm Skydance or users of the Platform or expose them to liability;
- ❖ In any manner that could disable, overburden, damage, or impair the Platform or interfere with any other party's use of the Platform, including their ability to engage in real time activities through the Platform;
- ❖ To use any robot, spider, or other automatic device, process, or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform;
- ❖ To use any manual process to monitor or copy any of the material on the Platform or for any other unauthorized purpose without Skydance's prior written consent;
- ❖ To use any device, software, or routine that interferes with the proper working of the Platform;
- ❖ 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 Platform, the server on which the Platform is stored, or any server, computer, or database connected to the Platform;
- ❖ To attack the Platform via a denial-of-service attack or a distributed denial-of-service attack; and/or
- ❖ To otherwise attempt to interfere with the proper working of the Platform.

Social Media Features

If the Platform provides certain social media features, for example, that enable you to display/embed, link to, or share certain content, you may use these features solely as they are provided by us, solely with respect to the content they are displayed with, for your personal, non-commercial use, and otherwise in accordance with the applicable third party service's terms and conditions.

Links to Third Parties and Advertising

If the Platform and/or Game contains 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 content of third party 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 Platform, 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.

The Platform and/or Game may also incorporate third party technology that enables advertising which may be downloaded temporarily to your personal computer and replaced during online game play. You agree that Skydance and/or its authorized third party advertisers may collect standard information that is sent when your personal computer connects to the Internet including your Internet protocol (IP) address.

Intellectual Property Rights

The Game, Accounts, Platform, and all contents, features, and functionality contained therein, are owned by Skydance, 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. Without limiting the foregoing, the following components are owned or licensed by Skydance:

- ❖ All virtual content appearing within the Platform or the Game, such as:
 - Visual Components: Locations, artwork, structural or landscape designs, animations, and audio-visual effects;
 - Narrations: Themes, concepts, stories, and storylines;
 - Characters: The names, likenesses, inventories, and catch phrases of Game characters;
 - Items: Virtual goods, currency, potions, wearable items, pets, mounts, etc.;
 - All data and communications generated by, or occurring through, the Platform or the Game;
 - All sounds, musical compositions, recordings, and sound effects originating in the Platform or the Game;
 - All recordings, Game replays, or reenactments of in-game matches, battles, duels, etc.;

- Computer code, including but not limited to “Applets” and source code;
- Titles, methods of operation, software, related documentation, and all other original works of authorship contained in the Platform or the Game;
- All Accounts. Note that Skydance owns all Accounts, and that all use of an Account shall inure to Skydance’s benefit. Skydance does not recognize the transfer of Accounts. You may not purchase, sell, gift, or trade any Account, or offer to purchase, sell, gift, or trade any Account, and any such attempt shall be null and void and may result in the forfeiture of the Account; and
- All Moral Rights that relate to the Platform or the Game, such as the right of attribution, and the right to the integrity of certain original works of authorship.

This Agreement permits you to use the Platform for your personal, non-commercial use only. Unless explicitly permitted on the Platform, 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 Platform. If the Platform permits you to embed, share, or link to content on the Platform, it is for your personal use only. 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. You must not access or use for any commercial purposes any part of the Platform or any services or materials available through the Platform. If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Platform in breach of this Agreement, your right to use the Platform 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 Platform or any content on the Platform is transferred to you, and all rights not expressly granted are reserved by Skydance. Skydance’s names and all related names, logos, product and service names, designs, and slogans are trademarks of Skydance or its affiliates or licensors. You must not use any such content or marks without the prior written permission of Skydance. Any use of the Platform not expressly permitted by this Agreement is a breach of this Agreement and may violate copyright, trademark, and other laws.

Promotional Activities

By registering an Account with the Platform, you agree that Skydance 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, and you allow the Platform to print, publish, broadcast, and use, worldwide, in any media and at any time, your name, picture, likeness, voice, and/or biographical information for promotional, marketing, or related purposes without compensation or consent.

User Contributions and Conduct

The Platform and the Game may offer you the ability to upload and display content, post messages, and/or otherwise communicate with other users, and engage other interactive features (such as message boards, chat functionality, personal web pages, or profiles and forums) that allow users to post, submit, publish, display, or transmit content or materials to other users or third parties (collectively, “**User Contributions**”). Any User Contribution you post to the Platform will be considered non-confidential and non-proprietary. By posting any User Contribution on the Platform, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns a perpetual, irrevocable, worldwide, fully paid up, non-exclusive right and license to exploit the User Contributions and all elements thereof, in any and all media, formats and forms, known now or hereafter devised, for any purpose, including, without limitation, commercial and promotional purposes without compensation or consent. All such grantees shall have the unlimited right to copy, reproduce, fix, modify, adapt, translate, reformat, prepare derivatives, add to and delete from, rearrange and transpose, manufacture, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit, publicly display, publicly perform, provide access to, broadcast, and practice the User Contributions, as well as all modified and derivative works thereof and any and all elements contained therein, and use or incorporate a portion or portions of the User Contributions or the elements thereof in conjunction with or into any other material. Except to the extent that any such waiver is prohibited by law, you hereby waive the benefit of any provision of law known as “moral rights” or “droit moral” or any similar law in any country of the world.

You represent and warrant that 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, and that you will not post any User Contributions that:

- ❖ Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable;
- ❖ Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- ❖ Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person;
- ❖ Violate 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 this Agreement or the Privacy Policy;
- ❖ Promote any illegal activity, or advocate, promote, or assist any unlawful act;

- ❖ Cause annoyance, inconvenience, or needless anxiety, or be likely to upset, embarrass, harass, alarm, or annoy any other person;
- ❖ Impersonate any person, misrepresent your identity or affiliation with any person or organization, or are otherwise intended or likely to deceive any person;
- ❖ Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising; and/or
- ❖ Give the impression that they emanate from or are endorsed by Skydance or any other person or entity, if this is not the case.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not Skydance, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. Skydance is 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 Platform.

Copyright Infringement

We respect the intellectual property rights of others and request that users of the Platform 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 Platform if a user is found to be a repeat infringer.

If you believe your work has been copied and is accessible through the Platform 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 Platform that you think is infringing your work and include sufficient information about where the material is located on the Platform; **(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.

Skydance's Copyright Agent: SDILegal@Skydance.com

Monitoring and Enforcement

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 this Agreement, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Platform or the public, or could create liability for Skydance;
- ❖ 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 Platform; and/or
- ❖ Terminate or suspend your access to all or part of the Platform for any or no reason, including without limitation, any violation of this Agreement.

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 Platform. YOU WAIVE AND HOLD HARMLESS SKYDANCE AND ITS AFFILIATES, ASSIGNEES, LICENSEES, AND SERVICE PROVIDERS FROM ANY AND ALL CLAIMS RESULTING FROM ANY ACTION OR PROCEEDING TAKEN **(A)** BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS, AND/OR **(B)** 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 Platform, 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.

Geographic Restrictions

Skydance is based in the United States. We make no claims that the Platform or any of its content is lawful, accessible, or appropriate outside of the United States. If you access the Platform from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

YOUR USE OF THE GAME, THE PLATFORM, ACCOUNTS, AND ANY CONTENT OR ITEMS OBTAINED THROUGH THE PLATFORM IS AT YOUR OWN RISK. THE PLATFORM, ITS CONTENT, AND ANY PLATFORM OR ITEMS OBTAINED THROUGH THE PLATFORM, ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE SKYDANCE NOR ANY PERSON ASSOCIATED WITH SKYDANCE MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE PLATFORM. WITHOUT LIMITING THE FOREGOING, NEITHER SKYDANCE NOR ANYONE ASSOCIATED WITH SKYDANCE REPRESENTS OR WARRANTS THAT THE PLATFORM, ITS CONTENT, OR ANY PLATFORM OR ITEMS OBTAINED THROUGH THE PLATFORM WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR PLATFORM OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE PLATFORM OR ANY CONTENT OR ITEMS OBTAINED THROUGH THE PLATFORM WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

SKYDANCE 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 Platform 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 Platform 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 PLATFORM OR ITEMS OBTAINED THROUGH THE PLATFORM OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY SITE LINKED TO IT.

Limitation on Liability

IN NO EVENT WILL SKYDANCE, ITS AFFILIATES, RELATED PARTIES, ADVERTISERS OR SPONSORS, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS, OR SERVICE PROVIDERS 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 PLATFORM, ANY SITES LINKED TO IT, ANY CONTENT ON THE PLATFORM OR SUCH OTHER SITES OR ANY PLATFORM OR ITEMS OBTAINED THROUGH THE PLATFORM 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 Skydance, its affiliates, related parties, advertisers and sponsors, licensors and service providers, and its and their respective directors, officers, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any and all demands, claims, proceedings, actions, judgments, damages, awards, losses, costs, expenses or fees (including reasonable attorneys' fees), and other liabilities arising out of or relating to your violation of this Agreement or your use of the Platform including, but not limited to, your User Contributions, any use of the Platform' content, services, and products, other than as expressly authorized in this Agreement, or your use of any information obtained from the Platform.

Arbitration Agreement

1. DISPUTE RESOLUTION. Skydance (including its affiliates, agents, employees, predecessors in interest, successors, and assigns) and you agree that any Dispute (as defined below) between you and Skydance, regarding any aspect of your

relationship with Skydance, will be resolved in a binding, confidential, individual, and fair arbitration process, and not in court. Each of you and Skydance 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 Skydance, 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 Skydance in any way related to or concerning this Arbitration Agreement, any other aspect of this Agreement (including their applicability and their conformance to applicable law), any products or services provided by Skydance, 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 each of you and Skydance: **(a)** retains the right to sue in small claims court; and **(b)** 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 Skydance also agrees to give up the ability to seek to represent, in a class action or otherwise, anyone but each of you and Skydance (*see* Paragraph 6 (Declaratory or Injunctive Relief; Third Party Proceedings) *below*). There is no judge or jury in arbitration, and court review of an arbitration award is limited. An arbitrator must follow this Agreement. 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). This Agreement 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 this Agreement.

2. JAMS. Any arbitration between you and Skydance 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 Skydance 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 Skydance and you pursuant to JAMS Rule 12. The JAMS Rules are available on its website at <http://www.jamsadr.com/rules-streamlined-arbitration/>. The JAMS Consumer Arbitration Minimum Standards are available at <https://www.jamsadr.com/consumer-minimum-standards/>. The arbitrator is bound by the terms of this Agreement.

- a. Notice. If either you or Skydance wants to arbitrate a claim, you or Skydance 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 Platform to which the Notice relates, and the relief requested. Your Notice to Skydance must be sent by mail to:

Skydance Interactive, LLC
2900 Olympic Blvd., 3rd Floor
Santa Monica, CA 90404
USA
Attn: Legal Department

Skydance 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.

- b. Settlement Period. During the first 45 days after you or we receive 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 said 45 days, either you or we may initiate arbitration in accordance with the JAMS Rules.
 - c. Demand for Arbitration. 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 Skydance at the address listed above to which you sent your Notice of Dispute.
3. RULES. You and Skydance acknowledge and agree to abide by the following rules for arbitration:
 - a. Claims. YOU AND SKYDANCE 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. Arbitration Costs. Skydance will pay arbitration costs as required by the *JAMS Consumer Arbitration Minimum Standards* and consistent with Paragraph 6 (Declaratory or Injunctive Relief; Third Party Proceedings) below.

- c. Award. The arbitrator may award any individual relief or individual remedies that are permitted by applicable law.
 - d. Fees. Each side pays his, her, or its own attorneys' fees, except as otherwise provided in Paragraph 5 (Attorneys Fees; Arbitration Fees) 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 Skydance, you and Skydance acknowledge and agree to abide by the following:
 - i. If you are seeking to recover less than \$10,000 (inclusive of attorneys' fees), Skydance 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 Skydance will reimburse the filing fee if you prevail on all claims decided upon by the arbitrator;
 - iii. Skydance 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. Skydance 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. Skydance 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. DISCOVERY; DECISION. Regardless of how the arbitration proceeds, each of you and Skydance 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. ATTORNEYS FEES; ARBITRATION FEES. Each of you and Skydance 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 Skydance failed to make a settlement offer to you before the arbitration, or the

amount you win is at least 25% greater than Skydance's highest settlement offer, then Skydance will pay your reasonable attorneys' fees in addition to the amount the arbitrator awarded. If Skydance 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. DECLARATORY OR INJUNCTIVE RELIEF; THIRD PARTY PROCEEDINGS. 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 Skydance to pay any monies to or take any actions with respect to persons other than you, unless Skydance explicitly consents in advance, after an arbitrator is selected, to permit the arbitrator to enter such an order. Furthermore, unless Skydance 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. CONFIDENTIALITY. You and Skydance 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. SEVERABILITY & SURVIVAL. With the exception of Paragraph 3.a. (Rules – Claims) (*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, Paragraph 3.a. (Rules – Claims) is found invalid, unenforceable or illegal, then the entirety of this Arbitration Agreement shall be null and void, but the rest of this Agreement, including the provisions governing where actions against Skydance 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; Venue

Use of the Platform, including, without limitation, any purchases made through the Platform, and any controversy, claim, or dispute arising out of or relating in any way to your use of the Platform, this Agreement, and/or products purchased through the Platform 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 Skydance or the Platform must be commenced within 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 Skydance waive the right to bring any controversy, claim, or dispute arising out of or relating in any way to your use of the Platform or purchases through the Platform 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 Skydance of any term or condition set forth in this Agreement 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 Skydance to assert a right or provision under this Agreement shall not constitute a waiver of such right or provision. Except as otherwise expressly provided herein, if any provision of this Agreement 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 this Agreement will continue in full force and effect.

Related Documents

Skydance Privacy Policy: <http://skydance.com/privacy/>

Additional Terms & Conditions

Additional terms and conditions may apply to specific portions, services, or features of the Platform including, without limitation, certain in-Game policies. All such additional terms and conditions are hereby incorporated by this reference into this Agreement.

Entire Agreement

This Agreement including any and all other agreements, policies, terms and conditions incorporated herein by reference (including but not limited to: the Privacy Policy and any other required participation documents, including, without limitation, any tournament rules and regulations) constitute the sole and entire agreement between you and Skydance with respect to the Platform and the Game and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Platform and the Game.

Your Comments and Concerns

All feedback, comments, requests for technical support and other communications relating to the Platform and Game should be directed to: SDISupport@Skydance.com