

## SMITE 2 End User License Agreement

Last Updated: December 9, 2024

### IMPORTANT LEGAL NOTICE!

PLEASE READ THIS END USER LICENSE AGREEMENT (THE "AGREEMENT") CAREFULLY BEFORE ACCEPTING ITS TERMS AND CONDITIONS. THIS AGREEMENT IS BETWEEN YOU AS THE END USER ("YOU" OR "YOUR") AND HI-REZ STUDIOS, INC. ("HI-REZ," "WE," "US," OR "OUR").

BY (A) PROCEEDING PAST THIS SCREEN, OR BY INSTALLING, COPYING, OR OTHERWISE USING THE "**SMITE 2**" VIDEO GAME AND THE RELATED SOFTWARE APPLICATIONS, AND RELATED PATCHES, UPDATES, AND MODIFICATIONS ("UPDATES") PROVIDED BY HI-REZ (COLLECTIVELY, THE "APPLICATION"), WHETHER THROUGH THE HI-REZ WEBSITE OR A THIRD PARTY SERVICE; (B) USING THE SERVICES, CONTENT, AND RESOURCES AVAILABLE OR ENABLED THROUGH THE APPLICATION (EACH A "SERVICE" AND COLLECTIVELY EACH SERVICE AND THE APPLICATION CONSTITUTING THE "SERVICES"); OR (C) COMPLETING THE APPLICABLE REGISTRATION PROCESS FOR THE SERVICES, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

**IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT ACCESS OR USE THE SERVICES AND YOU MUST CEASE USE OF THE APPLICATION IMMEDIATELY.**

ALL REFUNDS FOR THE APPLICATION ARE GOVERNED BY THE REFUND POLICY OF THE APPLICABLE THIRD-PARTY RETAILER OR DISTRIBUTOR THROUGH WHICH YOU PURCHASED THE APPLICATION. IF YOU DO NOT ACCEPT THESE TERMS AND ARE THEREFORE NOT PERMITTED TO USE THE APPLICATION, YOU MUST CONTACT THE APPLICABLE THIRD-PARTY RETAILER OR DISTRIBUTOR TO DETERMINE WHETHER YOU ARE ELIGIBLE TO RECEIVE A REFUND.

***Notice Regarding Arbitration and Dispute Resolution: This Agreement contains provisions that govern how claims you and we may have against each other are resolved (see Section 17 below), including an agreement and obligation to arbitrate disputes, which will, subject to limited exceptions, require you to submit claims you have against us to binding arbitration, unless you opt-out in accordance with Section 17 below. Unless you opt-out of arbitration: (a) you will only be permitted to pursue claims against us on an individual basis, not as part of any class action or proceeding, and (b) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.***

- 1. Your Representations and Warranties.** BY ACCESSING OR USING THE SERVICES, YOU REPRESENT AND WARRANT TO HI-REZ THAT (A) YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS INCLUDED IN THIS AGREEMENT, (B) YOU ARE AT LEAST EIGHTEEN YEARS OF AGE OR THE LEGAL AGE OF MAJORITY IN YOUR JURISDICTION, AND (C) YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT. IF YOU ARE A "MINOR" YOUR PARENT OR LEGAL GUARDIAN'S CONSENT TO THIS AGREEMENT IS REQUIRED. FOR PURPOSES OF THE FOREGOING, "MINOR" MEANS THAT YOU ARE AGED BETWEEN 13 AND 18, OR THE LEGAL AGE OF MAJORITY IN YOUR JURISDICTION. IF YOU ARE UNDER THE AGE OF 13 YOU MAY NOT USE THE APPLICATION OR SERVICES.
- 2. Updates to this Agreement and the Services.** THE TERMS OF THIS AGREEMENT MAY BE AMENDED, SUPPLEMENTED, OR MODIFIED AT ANY TIME BY HI-REZ IN ITS SOLE DISCRETION, INCLUDING, WITHOUT LIMITATION, WHEN HI-REZ UPDATES OR UPGRADES THE SERVICES, EFFECTIVE UPON PRIOR NOTICE AS FOLLOWS: Hi-Rez will post the revised version of this Agreement at <http://www.hirezstudios.com/legal> and may provide such other notice as Hi-Rez may elect in its sole discretion. If changes are made to this Agreement, we will also update

the “Last Updated” date at the top of this Agreement. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you may terminate this Agreement in accordance with **Section 10** below. Your installation and use of any of Updates to the Services or your continued use of the Services following notice of changes to this Agreement shall conclusively demonstrate your acceptance of the applicable changes. Hi-Rez may also 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 parts or all of the Services without notice or liability. You have no interest, monetary or otherwise, in any feature or content contained in the Services.

3. **Privacy Policy.** In connection with using the Services, you may be required to provide certain personally identifiable information, the retention and use of which are subject to Hi-Rez’s Privacy Policy (the “Privacy Policy”), which is incorporated herein by reference and is located at <https://www.hirezstudios.com/privacypolicy>. By agreeing to this Agreement, you agree to be bound by the terms of the Privacy Policy and agree that we may use information collected from you in accordance with its terms.
4. **Supplemental Terms.** In addition to this Agreement, your use of the Services is subject to the terms set forth in the Hi-Rez Terms of Service and Use Agreement (the “Terms of Use”) which is available [hirezstudios.com/legal](https://www.hirezstudios.com/legal), and which is incorporated into this Agreement by reference, as well as any additional rules, policies, and community guidelines governing use of the Application that Hi-Rez implements and makes available to you in connection with the Services (“Rules and Policies”). All use of the Services is subject to the terms and conditions of this Agreement, the Terms of Use, and the applicable Rules and Policies, and your use of the Services constitutes your acceptance of and agreement to the terms of this Agreement, the Terms of Use, and the applicable Rules and Policies. In addition, if you create an account through one of Hi-Rez’s authorized third-party distribution channels, that third-party may have additional terms and conditions that you must accept in order to access the applicable Services. In the event of any conflict between the terms and conditions in this Agreement and the terms and conditions in the Terms of Use or any third-party terms and conditions, the terms and conditions in this Agreement shall control with respect to your use of the Application.
5. **Limited Use License.** This Agreement is a legal contract between you and Hi-Rez for your use of the Application in object code format only, and the associated media, documentation, and Updates, if any, provided by Hi-Rez to you and for which you are granted a license pursuant to this Agreement. By agreeing to be bound by this Agreement, and subject to the terms and conditions of this Agreement, you may install the Application onto your computer or applicable hardware device, solely for purposes of accessing and using the Application through an authorized third party game service and subject to you creating an account with the applicable third party game service. Subject to your agreement to and full ongoing compliance with the terms and conditions of this Agreement, Hi-Rez hereby grants to you a limited, non-exclusive, non-transferable license to (a) install one copy of the Application on one or more computers and/or applicable hardware devices owned by you or under your legitimate control, and (b) use the Services solely for your lawful and non-commercial entertainment purposes. You may install the Application on multiple computers and/or applicable hardware devices owned by you or under your legitimate control, but you may only use the Services on one computer or one applicable hardware device at any single point in time. You agree that Hi-Rez is not transferring title to the Services to you and that this license shall not be considered a “sale” of any Services. The Services and any and all copies and derivative works of the Services are the proprietary and copyrighted work of Hi-Rez Studios, Inc. Any use, reproduction, modification, or distribution of the Services not expressly authorized by the terms of this Agreement is expressly prohibited. All rights in and to the Services not granted herein are hereby expressly reserved by Hi-Rez.
6. **License Restrictions and Limitations.** The limited, personal use license granted to you in **Section 5** is subject to the following restrictions and limitations, as well as all other terms and conditions of this Agreement. You agree that you will not, under any circumstances:
  - a. sell, sublicense, assign, rent, lease, or otherwise transfer the Services, except as expressly permitted by this Agreement;

- b. reverse engineer, decompile, disassemble, or otherwise derive source code from any of the Services or reduce any of the Services to a human-readable form, except to the extent that such actions are expressly permitted by applicable law;
- c. copy, photocopy, or reproduce any of the Services, in whole or in part; provided, however, that you may make one (1) copy of the Application for archival purposes only;
- d. modify, translate, or create derivative works based on or utilizing any of the Services, or any **SMITE 2** experience, or any portion thereof;
- e. remove or tamper with any copyright, trademark, or other proprietary notices contained in or relating to the Services, or **SMITE 2** experience, or any portion thereof;
- f. use cheats, automation software (bots), hacks, mods, or any other unauthorized third-party software, tools, or content designed to or capable of modifying any of the Services, the **SMITE 2** experience, or any portion thereof;
- g. exploit the Services, the **SMITE 2** experience, 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 Application or inside the Application but outside a virtual marketplace owned and maintained by Hi-Rez; or (iii) performing in-game services in exchange for payment outside the Application (e.g., power-leveling and similar activities);
- h. sell, purchase or exchange for real-world money or value any in-game currency, accounts, characters, in-game services, or in-game virtual items;
- i. use the Services for the purpose of acquiring virtual items or advancement in game play on behalf of a third-party or for the purpose of selling any virtual assets to a third-party for real-world money;
- j. use any unauthorized third-party software that intercepts, "mines," or otherwise collects information from, within, or through any of the Services, including, without limitation, any software that reads areas of RAM used by the Application to store information about a character, in-game items, or the **SMITE 2** environment; 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;
- k. 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;
- l. host, provide, or develop matchmaking services for any of the 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;
- m. facilitate, create, or maintain any unauthorized connection to any of the Services, including, without limitation, (i) any connection to any unauthorized server that emulates, or attempts to emulate, any of the Services; or (ii) any connection using programs or tools not expressly approved by Hi-Rez in writing in each instance;
- n. create any other software or content that incorporates the Services, or any portion thereof;  
or
- o. sell, grant a security interest in, or transfer reproductions of the Services to other parties in any way not expressly authorized herein, or rent, lease, or license the Services to others.

## 7. Intellectual Property Rights

- a. The Services are protected by copyright laws and international copyright treaties, conventions, and other applicable law. As between you and Hi-Rez, Hi-Rez shall exclusively retain all right, title, and interest in and to the Services and any and all modifications and improvements thereto and copies and derivative works thereof, including, without limitation, any content, Updates, and documentation provided to you. The Services may contain materials licensed by third parties, and the licensors of those materials may enforce their rights in the event of any violation of this Agreement. You will not obtain any ownership rights whatsoever in the Services, or any Updates or related documentation.
- b. **SMITE 2** and certain related names and logos are the trademarks, service marks, and/or trade names of Hi-Rez, whether registered or unregistered. These and all other trademarks, service marks, and trade names used by or in connection with the Services (the "Marks") are proprietary rights owned by Hi-Rez or its licensors.
- c. As between you and Hi-Rez, you acknowledge Hi-Rez's exclusive rights in and to the Services and that the Services are unique and original to Hi-Rez and that Hi-Rez is the exclusive owner thereof. Unless otherwise permitted by law, you shall not, at any time during or after the effective term of this Agreement, dispute or contest, directly or indirectly, Hi-Rez's exclusive right, title, and interest in and to the Services or the validity thereof. You agree to promptly assign to Hi-Rez any and all rights that you may obtain in or to the Services arising under applicable law and you hereby appoint Hi-Rez as your attorney in fact for such purpose.
- d. You may permanently transfer all of your rights and obligations under this Agreement to another person only by contacting Hi-Rez and obtaining written approval for the transfer; provided, however, that you permanently delete all copies and installations of the Application in your possession or control, and that the recipient agrees to and accepts the terms of this Agreement. The transferor (i.e., you), and not Hi-Rez, agrees to be solely responsible for any taxes, fees, charges, duties, withholdings, assessments, and the like, together with any interest, penalties, and additions imposed in connection with an applicable transfer.
- e. The Services may include means by which you may create content in connection with your use of the Services ("User Contributions"). In exchange for your right to use the Services for these purposes, to the fullest extent permitted by applicable law, by creating any User Contributions, you automatically and hereby grant Hi-Rez a perpetual, worldwide, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, sub-license, create derivative works from and distribute the applicable User Contributions or incorporate the applicable User Contributions into any form, medium, or technology now known or later developed throughout the universe, and agree that Hi-Rez shall be entitled to unrestricted use of the User Contributions for any purpose whatsoever, commercial or otherwise, without compensation (but subject to applicable local legislation), notice or attribution. You waive and agree not to assert against Hi-Rez or any of its partners, affiliates, subsidiaries or licensees, any moral or similar rights you may have in any of your User Contributions. To the extent the Services permit other users to access and use your User Contributions, you also grant applicable users the right to use, copy, modify, display, perform, create derivative works from, and otherwise communicate and distribute your User Contributions on or through the Services without further notice, attribution or compensation to you. Hi-Rez reserves the right (but has no obligation) to remove, block, edit, move, or disable User Contributions for any reason in Hi-Rez's sole discretion.
- f. If you send Hi-Rez any feedback or suggestions regarding the Services, you grant Hi-Rez an unlimited, irrevocable, perpetual, sublicensable, transferable, royalty-free license to use any such feedback or suggestions for any purpose without any obligation or compensation to you.

8. **Pre-Loaded Software.** The media on or method by which the Application is distributed may contain additional software and/or content for which you do not have a license (the "Locked

Software”), and you agree that Hi-Rez may install the Locked Software onto your computer or applicable hardware device during the Application installation process. You also agree that you will not access, use, distribute, copy, or display the Locked Software, unless and until you receive from Hi-Rez (a) a license to use that Locked Software; and (b) if and where applicable, a valid alphanumeric key with which to unlock it. If you receive a license and/or a key from Hi-Rez, you may only unlock those portions of a single copy of the Locked Software for which you received a license, and the limitations set forth in **Section 6** shall apply. The terms of any license agreement displayed after the Locked Software is unlocked will replace and supersede this Agreement, but only with regard to the Locked Software for which you receive a license.

9. **Our Right to Monitor Your Use of the Services.** HI-REZ MAY MONITOR YOUR USE OF THE SERVICES AND COLLECT DATA REGARDING YOUR USE OF THE SERVICES IN ACCORDANCE WITH HI-REZ’S PRIVACY POLICY, A CURRENT COPY OF WHICH MAY BE ACCESSED AT [HTTPS://WWW.HIREZSTUDIOS.COM/PRIVACYPOLICY](https://www.hirezstudios.com/privacypolicy). IN ADDITION, THE SERVICES MAY MONITOR EACH OF YOUR HARDWARE DEVICE’S RANDOM ACCESS MEMORY (RAM) FOR UNAUTHORIZED THIRD-PARTY PROGRAMS RUNNING CONCURRENTLY WITH THE APPLICATION. AN “UNAUTHORIZED THIRD-PARTY PROGRAM” AS USED HEREIN SHALL BE DEFINED AS ANY THIRD-PARTY SOFTWARE PROHIBITED BY **SECTION 6**. IN THE EVENT THAT ANY SERVICES DETECT AN UNAUTHORIZED THIRD PARTY PROGRAM, THE SERVICES MAY COMMUNICATE INFORMATION BACK TO HI-REZ, INCLUDING, WITHOUT LIMITATION, YOUR ACCOUNT NAME, DETAILS ABOUT THE UNAUTHORIZED THIRD-PARTY PROGRAM DETECTED, THE TIME AND DATE, AND ANY OTHER RELEVANT INFORMATION; AND HI-REZ MAY EXERCISE ANY OR ALL OF ITS RIGHTS UNDER THIS AGREEMENT, WITH OR WITHOUT PRIOR NOTICE TO YOU, INCLUDING, WITHOUT LIMITATION, TERMINATION OF THIS AGREEMENT AND YOUR RIGHT TO CONTINUE TO USE THE APPLICATION OR SERVICES.

**In the event of any conflict between any provision of the Privacy Policy and this Section 9, the Privacy Policy shall prevail.**

10. **Termination.** This Agreement shall remain in effect until terminated in accordance with this **Section 10**. You may terminate this Agreement at any time by (a) permanently destroying all copies of the Application in your possession or control; (b) removing the Application completely from each computer or applicable hardware device on which you have installed the Application; and (c) notifying Hi-Rez of your intention to terminate this Agreement. Hi-Rez may terminate this Agreement at any time if Hi-Rez (i) determines that you have breached this Agreement, the Terms of Use, or any applicable Rules and Policies, (ii) detects suspicious or illegal activity in connection with your use of the Services, (iii) is required to do so pursuant to applicable laws or governmental orders, or (iv) otherwise has cause to do so. In addition to the foregoing termination rights, in the event of the occurrence of any of the circumstances set forth in subsections 10(i) and 10(ii), Hi-Rez, may in its discretion (x) limit your access to the Services, (y) take legal action against you and disclose relevant information to law enforcement authorities, and/or (z) take such other actions as may be set forth in the Terms of Use and applicable Rules and Policies. Upon termination for any reason, all licenses granted to you in this Agreement shall immediately terminate and you must immediately and permanently destroy all copies of the Application in your possession and control and remove the Application completely from each computer or applicable hardware device on which you have installed the Application.
11. **Export Controls.** The Services may not be re-exported, downloaded, or otherwise exported into (or to a national or resident of) any country to which the United States has embargoed goods, or to anyone on the United States Treasury Department’s list of Specially Designated Nationals or the United States Commerce Department’s Table of Denial Orders. You represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.
12. **Updates.** Hi-Rez, or its third-party vendors, may deploy or provide Updates to the Services that must be installed for you to continue to use the Services. Hi-Rez, or its third-party vendors, may update the Services remotely, including, without limitation, the Application residing on the user’s machine, without the knowledge of the user, and you hereby grant to Hi-Rez your consent to deploy

and apply the applicable Updates.

- 13. Disclaimer of Warranty.** The entire risk arising out of your use of the Services remains with you. THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” 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, TITLE, OR NON-INFRINGEMENT AND HI-REZ HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, HI-REZ, ITS LICENSORS, AND ITS AND THEIR AFFILIATES MAKE NO WARRANTY THAT (A) THE SERVICES WILL OPERATE PROPERLY, (B) THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, (C) THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED, BUG FREE, OR ERROR FREE IN ANY OR ALL CIRCUMSTANCES, OR (D) THAT ANY DEFECTS IN THE SOFTWARE OR SERVICES CAN OR WILL BE CORRECTED. Some states do not allow the exclusion or limitation of implied warranties, so the above limitations may not apply to you.
- 14. Limitation of Liability.** NEITHER HI-REZ NOR ITS PARENT, SUBSIDIARIES, AFFILIATES, PARTNERS, OR VENDORS SHALL BE LIABLE IN ANY WAY FOR ANY LOSS OR DAMAGE OF ANY KIND ARISING OUT OF THE SERVICES OR ANY USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, APPLICABLE HARDWARE DEVICE FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER DAMAGES OR LOSSES. FURTHER, NEITHER HI-REZ NOR ITS PARENT, SUBSIDIARIES, AFFILIATES, PARTNERS, OR VENDORS SHALL BE LIABLE IN ANY WAY FOR ANY LOSS OR DAMAGE TO PLAYER CHARACTERS, VIRTUAL GOODS (E.G., EQUIPMENT, WEAPONS, SKINS, AUDIO PACKS, AESTHETIC FLAIR, 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, OR VENDORS, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EXCEED IN THE AGGREGATE THE TOTAL FEES PAID BY YOU TO HI-REZ DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO THE TIME THE APPLICABLE CLAIM AROSE. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you.
- 15. Indemnification.** You hereby agree to defend, indemnify, and hold Hi-Rez and its parent, subsidiaries, affiliates, 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. **You will not be required to indemnify and hold Hi-Rez or any other indemnified party harmless from and against any applicable claims or demands to the extent resulting from Hi-Rez's own negligent conduct.**
- 16. 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, notwithstanding anything in **Section 17** to the contrary, 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.
- 17. Arbitration Agreement; Class Waiver; Waiver of Jury Trial**

**PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT OR TO PURSUE CLAIMS IN A CLASS OR REPRESENTATIVE CAPACITY.**

- a. **Initial Dispute Resolution.** We are available by phone at +1 (678) 800-0100 or email at [legal@hirezstudios.com](mailto:legal@hirezstudios.com) to address any concerns you may have regarding your use of the Services. Most concerns may be quickly resolved in this manner. The parties shall use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations which shall be a precondition to either party initiating a lawsuit or arbitration.
- b. **Agreement to Binding Arbitration.** If the parties do not reach an agreed upon solution within a period of thirty (30) days from the time informal dispute resolution is pursued pursuant to **Section 17(a)** above, then either party may initiate binding arbitration. All claims arising out of or relating to this Agreement (including formation, performance and breach), the parties' relationship with each other and/or your use of the Services shall be finally settled by binding arbitration administered by the American Arbitration Association ("**AAA**") on a confidential basis in accordance with the provisions of AAA's Consumer Arbitration Rules, excluding any rules or procedures governing or permitting class actions. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable. The arbitrator shall be empowered to grant whatever relief would be available in court under the law or in equity. The arbitrator's award shall be final and binding on the parties and may be entered as a judgment in any court of competent jurisdiction, subject to review in accordance with applicable statutes governing arbitration awards. The interpretation and enforcement of this Agreement shall be governed by the Federal Arbitration Act.

THE AAA'S RULES GOVERNING THE ARBITRATION MAY BE ACCESSED AT [WWW.ADR.ORG](http://WWW.ADR.ORG) OR BY CALLING THE AAA AT 1.800.778.7879. TO THE EXTENT THE FILING FEE FOR THE ARBITRATION EXCEEDS THE COST OF FILING A LAWSUIT, WE WILL PAY THE ADDITIONAL COST. A REQUEST FOR PAYMENT OF FEES SHOULD BE SUBMITTED TO AAA ALONG WITH YOUR FORM FOR INITIATING THE ARBITRATION, AND WE WILL MAKE ARRANGEMENTS TO PAY ALL NECESSARY FEES DIRECTLY TO AAA. IF THE ARBITRATOR FINDS THE ARBITRATION TO BE NON-FRIVOLOUS, WE WILL PAY ALL OF THE ACTUAL FILING AND ARBITRATOR FEES FOR THE ARBITRATION, PROVIDED YOUR CLAIM DOES NOT EXCEED \$75,000. THE ARBITRATION RULES ALSO PERMIT YOU TO RECOVER ATTORNEY'S FEES IN CERTAIN CIRCUMSTANCES.

THE PARTIES UNDERSTAND THAT, ABSENT THIS MANDATORY PROVISION, THEY WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. THEY FURTHER UNDERSTAND THAT, IN SOME INSTANCES, THE COSTS OF ARBITRATION COULD EXCEED THE COSTS OF LITIGATION AND THE RIGHT TO DISCOVERY MAY BE MORE LIMITED IN ARBITRATION THAN IN COURT.

- c. **Class Action and Class Arbitration Waiver.** The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action, and the parties expressly waive their right to file a class action or seek relief on a class basis. Although the parties have agreed that no disputes may proceed as part of a class arbitration, you and we agree that the AAA may consolidate an individual arbitration filed under this Agreement with other individual arbitration(s), at the request of any party, if the arbitrations share any common issues of law or fact. The consolidation issue shall be determined by the arbitrator appointed for the earliest filed arbitration. Any disputes over whether an arbitration claim should be consolidated with others, or which arbitrator shall hear any consolidated matter, shall be resolved by the AAA.

If any court or arbitrator determines that the class action and class arbitration waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above in **Section 17(b)** shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.



- d. **Fees.** Each party will be responsible for its arbitration fees as set by AAA. You will not be required to pay fees and costs incurred by us if you do not prevail in arbitration. For any arbitration in which your total damage claims, exclusive of attorney fees and expert witness fees, are \$5,000.00 or less, the arbitrator may, if you prevail, award your reasonable attorney fees, expert witness fees and costs as part of any award, unless the total damages awarded are less than the amount of a settlement offered by us during the initial dispute resolution as outlined above in **Section 17(a)**. The arbitrator may also award us our attorney fees, expert witness fees and costs if it is determined that your claim was brought in bad faith, for purposes of harassment, or is patently frivolous. For arbitrations in which your total damage claims, exclusive of attorney fees and expert witness fees, exceed \$5,000.00, the arbitrator may grant to the prevailing party, or apportion among the parties, reasonable attorney fees, expert witness fees and costs, to the extent permissible under applicable law.

If multiple individual arbitration proceedings are consolidated pursuant to **Section 17(c)**, AAA and the arbitrator may treat the consolidated proceedings as one arbitration for purposes of assessing AAA fees and the arbitrator's compensation, and you consent and agree not to object to any reduction or elimination of AAA fees or arbitrator compensation.

- e. **Exception - Small Claims Court Claims.** Notwithstanding the parties' agreement to resolve all disputes through arbitration, either party may seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction and on an individual (non-class) basis only. If a party initiates an arbitration asserting a claim that falls within the jurisdiction of the small claims court, the other party may, at its discretion, require that the arbitration demand be withdrawn and that the claim be filed in the small claims court.
- f. **Exception - California Private Attorneys General Act (PAGA) Action.** Notwithstanding the parties' agreement to resolve all disputes through arbitration, either party may seek relief in a court of law for a claim arising under California's Private Attorneys General Act.
- g. **30 Day Right to Opt Out.** You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth in **Sections 17(b)** and **17(c)** by sending written notice of your decision to opt-out to the following address: Hi-Rez Studios, Inc. P.O. Box 5715, Alpharetta, GA 30005. The notice must be sent within thirty (30) days of commencing use of the Services, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those sections. If you opt-out of these arbitration provisions, we also will not be bound by them.
- h. **Exclusive Venue for Litigation.** To the extent that the arbitration provisions set forth in **Section 17(b)** do not apply, the parties agree that any litigation between them shall be filed exclusively in state or federal courts located in Fulton County, Georgia (except for small claims court actions which may be brought where you reside). The parties expressly consent to exclusive jurisdiction in Fulton County, Georgia for any litigation other than small claims court actions.

## 18. General Provisions

- a. **Governing Law.** This Agreement shall be governed in all respects by the laws of the State of Georgia, United States of America, without giving effect to any principles that provide for the application of the law of another jurisdiction. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. For customers who purchase the Application in, and are a resident of, a jurisdiction other than the United States of America, other laws in effect in your jurisdiction of residence as of the date you accept this Agreement may apply to you; provided, however, that such laws shall affect this Agreement only to the extent required by the applicable jurisdiction. In these cases, this Agreement shall be interpreted to give maximum effect to the terms and conditions hereof. Those who choose to access the Services from locations outside of the United States do so on their own initiative and are



responsible for compliance with local laws if and to the extent local laws are applicable.

- b. **Assignment.** Hi-Rez may assign or delegate this Agreement, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under this Agreement without Hi-Rez's prior written consent, and any unauthorized assignment and delegation by you is void.
- c. **Severability.** Subject to **Section 17(c)**, you and Hi-Rez agree that if any provision of this Agreement is found illegal or unenforceable, in whole or in part, by any court of competent jurisdiction, the applicable provision shall, with respect to the applicable jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability in any other jurisdiction and without affecting the remaining provisions of this Agreement, which shall continue to be in full force and effect.
- d. **Electronic Communications.** The communications between you and Hi-Rez use electronic means, whether if communications are sent through the Services or through e-mails, or whether Hi-Rez posts notices on the Services or communicates with you via e-mail. For contractual purposes, you (i) consent to receive communications from Hi-Rez in an electronic form; and (ii) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Hi-Rez provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.
- e. **Entire Agreement.** This Agreement and any documents expressly incorporated by reference herein (including the Terms of Use and Privacy Policy), contain the entire understanding of you and Hi-Rez, and supersede all prior understandings of the parties relating to the subject matter of this Agreement, whether electronic, oral or written, or whether established by custom, practice, policy or precedent, between you and Hi-Rez with respect to the Services, provided however, this Agreement may be amended by Hi-Rez in accordance with the terms set forth herein.
- f. **No Waiver.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- g. **Notices.** Where Hi-Rez requires that you provide an e-mail address, you are responsible for providing Hi-Rez with your most current e-mail address. In the event that the last e-mail address you provided to Hi-Rez is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by this Agreement, Hi-Rez's dispatch of the e-mail containing the applicable notice will nonetheless constitute effective notice. You may give notice to Hi-Rez at the following address: Hi-Rez Studios, Inc. P.O. Box 5715, Alpharetta, GA 30005. Each applicable notice shall be deemed given when received by Hi-Rez by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.
- h. **Questions, Complaints, Claims.** If you have any questions, complaints or claims with respect to the Services, please contact us at [legal@hirezstudios.com](mailto:legal@hirezstudios.com). We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.
- i. **Force Majeure.** Hi-Rez shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of Hi-Rez, including, but not limited to, unforeseen circumstances such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, pandemics, or shortages of transportation facilities, fuel, energy, labor or materials.
- j. **No Partnership.** You agree that no joint venture, partnership, employment, or agency

relationship exists between you and Hi-Rez as a result of this Agreement or your use of the Services.

- k. **California Consumer Complaints.** In accordance with California Civil Code §17810.3, if you have a question or complaint regarding the Services, please send an email to [legal@hirezstudios.com](mailto:legal@hirezstudios.com). You may also report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them by mail at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.
- l. **Third Party Platform Terms.** If you use the Services in connection with a third party platform, by using the Services in connection with the applicable third platform, you also agree to the applicable third party platform terms, as set forth below.

### **For PlayStation 4 and PlayStation 5 Users:**

#### **Sony Interactive Entertainment of America (SIEA) EULA Terms**

English

Purchase and use of items are subject to the Network Terms of Service and User Agreement. This online service has been sublicensed to you by Sony Interactive Entertainment America.

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French

L'achat et l'utilisation des articles sont soumis aux Conditions d'utilisation et à l'Accord utilisateur de Network. Une sous-licence d'utilisation de ce service en ligne vous a été concédé par Sony Interactive Entertainment America.

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Spanish

La compra y uso de artículos están sujetos a los Términos de Servicio y Acuerdo de Usuario de la Network. Una sublicencia de este servicio online le ha sido otorgada por Sony Interactive Entertainment America.

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Brazilian Portuguese

A compra e o uso de itens estão sujeitos aos Termos de serviço e Contrato do usuário da Network. Este serviço online foi sublicenciado a você pela Sony Interactive Entertainment America.

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#### **Sony Interactive Entertainment of Europe (SIEE) EULA Terms**

English

Any content purchased in an in-game store will be purchased from Sony Interactive Entertainment Network Europe Limited ("SIENE") and be subject to PlayStation™ Network Terms of Service and User Agreement which is available on the PlayStation™ Store. Please check usage rights for each purchase as these may differ from item to item. Unless otherwise shown, content available in any in-game store has the same age rating as the game.

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French

Tout contenu acheté dans la boutique d'un jeu est acheté à Sony Interactive Entertainment Network Europe Limited ("SIENE") et est soumis aux Conditions d'utilisation et Accord utilisateur de PlayStation™ Network disponibles sur PlayStation™ Store. Vérifiez les droits d'utilisation lors de chaque achat car ceux-ci peuvent varier d'un article à l'autre. Sauf indication contraire, la classification du contenu disponible dans la boutique

d'un jeu est identique à celle du jeu lui-même.

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#### German

Alle Inhalte, die in In-Game-Shops käuflich erworben werden, werden von Sony Interactive Entertainment Network Europe Limited („SIENE“) erworben und unterliegen den Nutzungsbedingungen und der Endbenutzervereinbarung von PlayStation™Network, die über PlayStation™Store eingesehen werden können. Wir empfehlen, die Nutzungsrechte für jedes erworbene Produkt zu überprüfen, da sie sich von Fall zu Fall unterscheiden können. Sofern nicht anders angegeben, gilt für sämtliche Inhalte, die in In-Game-Shops erhältlich sind, dieselbe Altersfreigabe wie für das entsprechende Spiel.

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#### Spanish

Cualquier contenido adquirido en una tienda del juego se le comprará a Sony Interactive Entertainment Network Europe Limited (“SIENE”) y estará sujeto a los Términos de servicio / Acuerdo de usuario de PlayStation™Network que está disponible en PlayStation™Store. Le rogamos que compruebe los derechos de uso en cada compra, ya que pueden variar según el producto. A menos que se indique lo contrario, el contenido disponible en una tienda del juego tiene la misma clasificación por edades que el juego.

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#### Russian

Любой товар, приобретенный во внутриигровом магазине, будет являться покупкой у компании Sony Interactive Entertainment Network Europe Limited (“SIENE”) и подчиняться Условиям предоставления услуг PlayStation™Network, с которыми можно ознакомиться в PlayStation™Store. Пожалуйста, ознакомьтесь с правами использования - они могут быть различными для разных продуктов. Если не указано иное, товар в любом внутриигровом магазине имеет ту же возрастную категорию, что и игра.

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#### Portuguese

Qualquer conteúdo comprado numa loja de jogo é comprado à Sony Interactive Entertainment Network Europe Limited (“SIENE”) e está sujeito aos Termos de Serviço e Acordo de Utilizador da PlayStation™Network, disponíveis na PlayStation™Store. Verifique os direitos de utilização relativos a cada compra, uma vez que estes podem diferir de um artigo para outro. Salvo indicação em contrário, o conteúdo disponível em qualquer loja de jogo possui a mesma classificação etária que o próprio jogo.

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#### Turkish

Oyun içi mağaza içinden satın alınan tüm içerik Sony Interactive Entertainment Network Europe Limited (“SIENE”) şirketinden satın alınacak olup, PlayStation™Store'da bulunan PlayStation™Network Hizmet Şartları'na tabidir. Ögeden öğeye farklılık gösterebileceği için lütfen her satın almaya ilişkin kullanım haklarını kontrol edin. Aksi belirtilmediği müddetçe, oyun içi mağazadan satın alınan içerik, oyunla aynı yaş sınıflandırmasına sahiptir.

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#### Polish

Zawartość zakupiona za pośrednictwem sklepu udostępnionego w grze oznacza, że została ona zakupiona od firmy Sony Interactive Entertainment Network Europe Limited („SIENE”) i podlega Warunkom świadczenia usług obowiązującym w sieci PlayStation™Network, z którymi można zapoznać się w sklepie PlayStation™Store. Prawa użytkownika należy sprawdzać przy każdym zakupie, ponieważ mogą one być różne w zależności od pozycji. Jeśli nie zaznaczono inaczej, zawartość dostępna w dowolnym sklepie udostępnionym w grze jest objęta tą samą klasyfikacją co gra.