

## Prophecy End User License Agreement

Last updated on April 30, 2020

1. TERMS OF AGREEMENT. IMPORTANT LEGAL NOTICE!  
PLEASE READ THE FOLLOWING AGREEMENT CAREFULLY BEFORE ACCEPTING ITS TERMS AND CONDITIONS. THIS END USER LICENSE AGREEMENT (THE "AGREEMENT") IS BETWEEN YOU AS THE END USER ("YOU" OR "YOUR") AND Prophecy Games, INC. ("PROPHECY," "WE," "US," OR "OUR").

IF YOU DO NOT AGREE WITH ALL OF THE TERMS OF THIS END USER LICENSE AGREEMENT, YOU MUST NOT PROCEED ANY FURTHER AND EXIT THE SOFTWARE PRODUCT IMMEDIATELY.

BY PROCEEDING PAST THIS SCREEN, OR BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE PRODUCT (AS DEFINED BELOW), YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, AND REPRESENT AND WARRANT TO PROPHECY THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND THAT YOU ARE AT LEAST EIGHTEEN YEARS OF AGE (EVEN IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN AUTHORIZED USER WHO IS AT LEAST THIRTEEN YEARS OF AGE).

IF YOU PURCHASED THIS GAME OR OTHER DIGITAL CONTENT FROM A THIRD PARTY RETAILER OR DISTRIBUTOR, REFUNDS FOR THE SOFTWARE PRODUCT ARE GOVERNED BY THAT RETAILER'S OR DISTRIBUTOR'S REFUND POLICY. IF YOU PURCHASED THE SOFTWARE PRODUCT DIRECTLY FROM PROPHECY AND NOT FROM A RETAILER OR DISTRIBUTOR, AND YOU REJECT THE TERMS OF THIS AGREEMENT WITHIN THIRTY CALENDAR DAYS AFTER YOUR PURCHASE, YOU MAY BE ELIGIBLE FOR A REFUND IN ACCORDANCE WITH PROPHECY'S REFUND POLICY LOCATED AT <http://www.prophecygames.legal>. PLEASE NOTE THAT ONCE YOU AGREE TO THE TERMS OF THIS AGREEMENT, CREATE AN ACCOUNT WITH PROPHECY, OR ACTIVATE THE SOFTWARE PRODUCT, YOU WILL NO LONGER BE ELIGIBLE FOR A REFUND.

THE TERMS OF THIS AGREEMENT MAY BE AMENDED, SUPPLEMENTED, OR MODIFIED AT ANY TIME BY PROPHECY IN ITS SOLE DISCRETION, INCLUDING, WITHOUT LIMITATION, WHEN PROPHECY UPDATES OR UPGRADES THE SOFTWARE PRODUCT, EFFECTIVE UPON PRIOR NOTICE AS FOLLOWS: PROPHECY will post the revised version of this Agreement on the legal page of the official Prophecy website located at <http://www.prophecygames.com/legal> and may provide such other notice as Prophecy may elect in its sole discretion. 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 9 below. Your

installation and use of any of Prophecy's updates, upgrades, or modifications to the Software Product or your continued use of the Software Product following notice of changes to this Agreement shall conclusively demonstrate your acceptance of such changes. Prophecy may change, modify, suspend, or discontinue any aspect of the Software Product at any time. Prophecy may also impose limits on certain features or restrict your access to parts or all of the Software Product without notice or liability. You have no interest, monetary or otherwise, in any feature or content contained in the Software Product.

## 2. SCOPE OF AGREEMENT.

This Agreement is a legal contract between you and Prophecy for the game accompanying this Agreement, which includes the interactive entertainment software product entitled "Prophecy" in object code format only, and the associated media, Documentation, and Updates, if any, provided by Prophecy to you and for which you are granted a license pursuant to this Agreement (collectively, the "Software Product"). As used in this Agreement, "Documentation" shall mean the Terms of Service and Use Agreement (the "Terms of Use") and the Prophecy Privacy Policy (the "Privacy Policy"), both of which are available from the legal page of the official Prophecy website located at <http://www.prophecygames.com/legal>, as well as any User Manual(s) that Prophecy makes generally available to licensees of Prophecy. As used in this Agreement, "Updates" shall mean any and all patches, modifications, updates, and upgrades with respect to the Software Product that Prophecy makes generally available to licensees of Prophecy. The Software Product may only be played by obtaining from Prophecy access to the Prophecy game service (the "Service"), which can be done by visiting <http://www.playprophecy.com> (the "Site") or through an authorized distribution channel otherwise provided by a third party and approved by Prophecy either of which is subject to a separate Terms of Use and will require you to setup an account with Prophecy as well as Prophecy's third party payment provider(s). The Terms of Use are incorporated into this Agreement by reference. You may access the current version of the Terms of Use at <http://www.prophecygames.com/legal>. The Terms of Use are subject to change by Prophecy with or without notice. The Software Product and any and all copies and derivative works of the Software Product are the proprietary and copyrighted work of Prophecy Games, Inc. Any use, reproduction, modification, or distribution of the Software Product not expressly authorized by the terms of this Agreement is expressly prohibited. All rights in and to the Software Product not granted herein are hereby expressly reserved by Prophecy. Any permitted user-generated content based on or included in the Software Product constitutes a derivative work of the Software Product and Prophecy retains all right, title, and interest therein.

## 3. LIMITED USE LICENSE.

By accepting this Agreement (via the appropriate affirmation button on your platform), and subject to the terms and conditions of this Agreement, you may install the applicable software comprising of the Software Product (the "Game Software") onto your computer or applicable hardware device, solely for purposes of playing the Software Product by registering for and

accessing an account with the Service at the Site (the "Account"). Subject to your agreement to and full ongoing compliance with the terms and conditions of this Agreement, Prophecy hereby grants to you a limited, non-exclusive, non-transferable license to (a) install one copy of the Game Software on one or more computers and/or applicable hardware devices owned by you or under your legitimate control, and (b) use the Game Software in conjunction with the Service solely for your lawful and non-commercial entertainment purposes. You may install the Game Software on multiple computers and/or applicable hardware devices owned by you or under your legitimate control, but you may only play the Software Product on one computer or one applicable hardware device at any single point in time. All use of the Game Software is subject to the terms and conditions of this Agreement and the Terms of Use, both of which you must accept before you can use your Account to play the Software Product. You agree that Prophecy is not transferring title to the Software Product to you and that this license shall not be considered a "sale" of the Software Product.

#### 4. LICENSE RESTRICTIONS AND LIMITATIONS.

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

- a. sell, sublicense, assign, rent, lease, or otherwise transfer the Software Product, except as expressly permitted by this Agreement;
- b. reverse engineer, decompile, disassemble, or otherwise derive source code from the Software Product or reduce the Software Product to a human-readable form, except to the extent that such actions are expressly permitted by applicable law;
- c. copy, photocopy, or reproduce the Software Product, in whole or in part; provided, however, that you may make one (1) copy of the Game Software and the User Manual for archival purposes only;
- d. modify, translate, or create derivative works based on or utilizing the Software Product, Service, or Software Product experience, or any portion thereof;
- e. remove or tamper with any copyright, trademark, or other proprietary notices contained in or relating to the Software Product, Service, or Game 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 the Software Product, the Service, the Site, the Prophecy experience, or any portion thereof;
- g. exploit the Software Product, the Service, the Prophecy 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 Prophecy; (ii) for gathering in-game currency, items, or resources for sale outside the Software Product or inside the Software Product but outside a virtual marketplace owned and maintained by Prophecy; or (iii) performing in-game services in exchange for payment outside the Software Product (e.g., power-leveling and similar activities);

h. use any unauthorized third-party software that intercepts, "mines," or otherwise collects information from, within, or through the Software Product or Service, including, without limitation, any software that reads areas of RAM used by the Software Product to store information about a character, in-game items, or the Software Product environment; provided, however, that Prophecy 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;

i. modify, or allow or cause to be modified, any files that are a part of the Game Software in any way not expressly authorized by Prophecy in writing in each instance;

j. host, provide, or develop matchmaking services for the Software Product or Service or intercept, emulate, or redirect the communication protocols used by Prophecy in any way, for any purpose, including, without limitation, unauthorized play over the Internet, network play, or as part of content aggregation networks;

k. facilitate, create, or maintain any unauthorized connection to the Software Product or Service, including, without limitation, (i) any connection to any unauthorized server that emulates, or attempts to emulate, the Service; or (ii) any connection using programs or tools not expressly approved by Prophecy in writing in each instance;

l. create any other software or content that incorporates the Software Product or Service, or any portion thereof; or

m. sell, grant a security interest in, or transfer reproductions of the Software Product to other parties in any way not expressly authorized herein, or rent, lease, or license the Software Product to others.

## 5. TERMS OF USE.

You must accept the Terms of Use and create an Account in order to access the Service and play the Software Product. The Terms of Use governs all aspects of gameplay. You may view the current Terms of Use here: <<http://www.prophecygames.com/legal>>.

## 6. INTELLECTUAL PROPERTY RIGHTS.

a. The Software Product is protected by copyright laws and international copyright treaties, conventions, and other applicable law. As between you and Prophecy, Prophecy shall

exclusively retain all right, title, and interest in and to the Software Product, the Service, the Site, your Account, and any and all modifications and improvements thereto and copies and derivative works thereof, including, without limitation, any Software Product content, Updates, and Documentation provided to you. The

Software Product 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 your Account, the Software Product, the Service, the Site, your Account or game content, Updates, or Documentation.

b. Prophecy and certain related names and logos are the registered trademarks or trademarks, service marks, and/or trade names of Prophecy. These and all other trademarks, service marks, and trade names used by or in connection with the Software Product (the "Marks") are proprietary rights owned by Prophecy or its licensors.

c. As between you and Prophecy, you acknowledge Prophecy's exclusive rights in and to the Software Product and that the Software Product is unique and original to Prophecy and that Prophecy 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, Prophecy's exclusive right, title, and interest in and to the Software Product or the validity thereof. You agree to promptly assign to Prophecy any and all rights that you may obtain in or to the Software Product arising under applicable law and you hereby appoint Prophecy 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 (i) where applicable, physically transferring the original media (e.g., the CD-ROM or DVD you purchased), all original packaging, and all User Manual(s) and Documentation distributed with the Software Product, or (ii) contacting Prophecy and obtaining written approval for the transfer; provided, in both instances, however, that you permanently delete all copies and installations of the Software Product in your possession or control, and that the recipient agrees to and accepts the terms of this Agreement. However, your Account with Prophecy is not transferable. The transferor (i.e., you), and not Prophecy, 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 such transfer.

## 7. PRE-LOADED SOFTWARE.

The media on or method by which the Game Software is distributed may contain additional software and/or content for which you do not have a license (the "Locked Software"), and you agree that Prophecy may install the Locked Software onto your computer or applicable hardware device during the Game Software installation process. You also agree that you will not access, use, distribute, copy, or display the Locked Software, unless and until you receive from Prophecy (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 Prophecy, you may only unlock those portions of a single copy of the Locked Software for which you received a license, and the License Limitation set forth in Section 4 shall apply. The terms of any End User 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. Notwithstanding anything to the contrary herein, you may make one (1) copy of the Locked Software for archival purposes only.

#### 8. RIGHT TO MONITOR.

WHEN RUNNING, PROPHECY MAY MONITOR YOUR USE AND PLAY OF THE SOFTWARE PRODUCT AND COLLECT DATA REGARDING YOUR USE AND PLAY OF THE SOFTWARE PRODUCT IN ACCORDANCE WITH PROPHECY'S PRIVACY POLICY, A CURRENT COPY OF WHICH MAY BE

ACCESSED AT <<http://www.prophecygames.com/legal>>. IN ADDITION, THE SOFTWARE PRODUCT AND ANY RELATED PROPHECY SERVICES MAY MONITOR EACH OF YOUR HARDWARE DEVICE'S RANDOM ACCESS MEMORY (RAM) FOR UNAUTHORIZED THIRD PARTY PROGRAMS RUNNING CONCURRENTLY WITH THE SOFTWARE PRODUCT. AN "UNAUTHORIZED THIRD PARTY PROGRAM" AS USED HEREIN SHALL BE DEFINED AS ANY THIRD PARTY SOFTWARE PROHIBITED BY SECTION 4. IN THE EVENT THAT THE SOFTWARE PRODUCT AND/OR ANY RELATED PROPHECY SERVICES DETECTS AN UNAUTHORIZED THIRD PARTY PROGRAM, THE SOFTWARE PRODUCT OR APPLICABLE PROPHECY SERVICES MAY COMMUNICATE INFORMATION BACK TO PROPHECY, INCLUDING, WITHOUT LIMITATION, YOUR ACCOUNT NAME, DETAILS ABOUT THE UNAUTHORIZED THIRD PARTY PROGRAM DETECTED, THE TIME AND DATE, AND ANY OTHER RELEVANT INFORMATION; AND PROPHECY 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 SOFTWARE PRODUCT.

#### 9. TERMINATION.

This Agreement is effective until terminated. You may terminate this Agreement at any time by (a) permanently destroying all copies of the Software Product in your possession or control; (b) removing the Game Software completely from each computer or applicable hardware device on which you have installed the Software Product; and (c) notifying Prophecy of your intention to terminate this Agreement. Hi- Rez may terminate this Agreement at any time for any reason or no reason, with or without notice. 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 Software Product in your possession and control and remove the Game Software completely from each computer or applicable hardware device on which you have installed the Software Product.

#### 10. EXPORT CONTROLS.

The Software Product 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.

#### 11. PATCHES AND UPDATES.

Prophecy, or its third party vendors, may deploy or provide patches, updates, and modifications to the Software Product that must be installed for you to continue to play the Software Product. Prophecy, or its third party vendors, may update the Software Product remotely, including, without limitation, the Game Software 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 such patches, updates, and modifications.

#### 12. DURATION OF THE "ONLINE" COMPONENT OF THE GAME.

The Software Product is an "online" game that must be played over the Internet through the Service as provided by Prophecy. You understand and agree that the Service is provided by Prophecy at its discretion and may be terminated or otherwise discontinued by Prophecy pursuant to the Terms of Use.

#### 13. LIMITED WARRANTY.

THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF CONDITION, UNINTERRUPTED USE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. The entire risk arising out of use or performance of the Software Product and Service (including, without limitation, the Game Software, the Manual(s), and Documentation) remains with the user. However, Prophecy warrants that the media containing the Software Product, if applicable, will be free of defects in material and workmanship for a period of thirty (30) calendar days from the date of your purchase of the software product. In the event that such media proves to be defective during such thirty (30) calendar day period, and upon presentation to Prophecy, or the retailer from whom you purchased the software product, of proof of your purchase, Prophecy, or the retailer will, at its sole option, (a) correct the defect in material and workmanship in the media containing the Software Product, (b) provide you with a similar product of similar value, or (c) refund the money you paid for the Software Product. THE FOREGOING IS YOUR SOLE AND EXCLUSIVE REMEDY FOR THE EXPRESS WARRANTY SET FORTH ABOVE. EXCEPT FOR THE FOREGOING WARRANTY WITH RESPECT TO DEFECTIVE MEDIA, THE SOFTWARE

PRODUCT (INCLUDING, WITHOUT LIMITATION, THE GAME SOFTWARE, THE MANUAL, AND ALL DOCUMENTATION AND CONTENT) IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF CONDITION, UNINTERRUPTED USE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. 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; INDEMNITY.

NEITHER PROPHECY 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 SOFTWARE PRODUCT OR ANY USE OF THE SOFTWARE PRODUCT OR SERVICE, 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 PROPHECY 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 SOFTWARE PRODUCT OR THE SERVICE. PROPHECY 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 PROPHECY 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 PROPHECY DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO THE TIME SUCH CLAIM AROSE. You hereby agree to defend, indemnify, and hold Prophecy 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 Prophecy arising out of or related to your use of the Software Product or Service. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you.

15. EQUITABLE REMEDIES.

You hereby agree that Prophecy would be irreparably damaged if the terms of this Agreement were not specifically enforced, and therefore you agree that Prophecy 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 Prophecy may otherwise have available under applicable law. In the event any litigation is brought by either party in connection with this Agreement, the prevailing party in such litigation shall be entitled to recover from the other party all the costs, attorneys' fees, and other expenses incurred by such prevailing party in the litigation.

16. GOVERNING LAW; DISPUTE RESOLUTION.

a. To expedite resolution and control the cost of any dispute, controversy, or claim related to this Agreement ("Dispute"), you and Prophecy agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) calendar days before initiating any arbitration or court proceeding. Such informal negotiations commence upon written notice from one party to the other. Prophecy will send its notice to your billing address and email you a copy to the email address you have provided to Prophecy. You will send your notice to Prophecy Games, Inc., 3925 Brookside Pkwy, Suite 400, Alpharetta, GA 30022, Attention: Legal Department, or to such other address or person as Prophecy may hereafter direct.

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

c. You and Prophecy agree that any arbitration shall be limited to the Dispute between Hi-Rez and you individually. To the fullest extent permitted by law, (i) no arbitration shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated on a class-action

basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

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

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

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

g. You and Prophecy agree that if any portion of this Section 16 is found illegal or unenforceable (except any portion of Section 16(d)) that portion shall be severed and the remainder of the applicable section(s) shall be given full force and effect. If Section 16(d) is found to be illegal or unenforceable then neither you nor Prophecy will elect to arbitrate any Dispute falling within that portion of Section 16(d) found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the County of Fulton, State of Georgia, United States of America, and you and Prophecy agree to submit to the personal jurisdiction of that court.

## 17. MISCELLANEOUS.

This Agreement constitutes and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior oral or written agreements; provided, however, that this Agreement shall coexist with, and shall not supersede, the Terms of Use. To the extent that the provisions of this Agreement conflict with the provisions of the Terms of Use, the conflicting provisions in the Terms of Use shall govern. The provisions of Sections 4, 6, 8, 10 and 13 through 18 shall survive the termination of this Agreement for any reason. Subject to Section 16(g), if any provision of this Agreement is found to be unenforceable, that provision shall be severed and the remainder of the Agreement shall be given full force and effect.

Prophecy Games® Privacy Policy  
Last updated on April 30, 2020.

THIS PRIVACY POLICY (the “Privacy Policy”) sets forth certain terms and conditions pursuant to which Prophecy Games, Inc. (“Prophecy,” “we,” or “us”) may collect, store, and use certain information and data concerning or provided by you or authorized users of your Account with Prophecy (collectively, “you” or “your”) in connection with your access or use of the Site (as defined below) or any Prophecy game(s) or subscription service(s) offered through the Site (the “Service”). This Privacy Policy also applies to information or data that may be collected by Prophecy offline as described in this Privacy Policy below. This Privacy Policy applies to your use of any videogame developed and/or published by Prophecy, and the following websites operated by Prophecy and any such other websites established by Prophecy or its subsidiaries from time to time which reference this Privacy Policy, including without limitation (collectively, the “Site”):

- Prophecy Games®: <<http://www.prophecygames.com>>;< <http://www.playprophecy.com>>

This Privacy Policy is incorporated into and made a part of Prophecy’s Terms of Service and Use Agreement.

NOTE THAT THIS PRIVACY POLICY MAY CHANGE FROM TIME TO TIME, SO PLEASE CHECK BACK REGULARLY TO STAY INFORMED OF ANY CHANGES. MATERIAL CHANGES TO THIS PRIVACY POLICY MAY BE POSTED ON THE SITE. YOUR CONTINUED USE OF THE SITE OR THE SERVICE, OR ACCESSING YOUR ACCOUNT, FOLLOWING ANY SUCH CHANGES, CONSTITUTES AND SIGNIFIES YOUR FULL ACCEPTANCE OF SUCH CHANGES.

### NOTE TO PARENTS AND GUARDIANS

Prophecy does not permit access to the Site or Services by children under the age of 13. If your

child is under 13 and you believe they are accessing the Site and Services, please contact us at [privacy@prophecygames.com](mailto:privacy@prophecygames.com). Children over the age of 13 and under the age of eighteen must have their parent or guardian review this Privacy Policy. For more information, we encourage you to review our Parent Information page, available at <http://www.prophecygames.com/parents>.

## Consent

BY USING THIS SITE, OR ANY OF OUR SERVICES, YOU SIGNIFY YOUR CONSENT TO THIS PRIVACY POLICY. IF YOU DO NOT AGREE TO THIS PRIVACY POLICY, PLEASE DO NOT USE THE SITE OR ANY OTHER PROPHECY SERVICES. WE RESERVE THE RIGHT TO MAKE CHANGES IN AND TO THIS PRIVACY POLICY AT ANY TIME. PLEASE CHECK THE PRIVACY POLICY EACH TIME YOU USE ANY OF OUR SITES OR SERVICES TO ENSURE YOU ARE AWARE OF ANY CHANGES IN OUR PRIVACY PRACTICES. THE PRIVACY POLICY WILL INDICATE THE DATE IT WAS LAST UPDATED. ALSO, WE MAY NOTIFY YOU VIA E-MAIL OF RELEVANT CHANGES, FOR EXAMPLE IF THERE IS A SUBSTANTIVE CHANGE IN THE WAY THAT WE USE YOUR PERSONAL INFORMATION, WE MAY NOTIFY YOU VIA E-MAIL. IF YOU CHOOSE TO OPT-OUT OF OUR CHANGED PRACTICE, OUR E-MAIL WILL CONTAIN INSTRUCTIONS ON HOW TO OPT-OUT, OR YOU MAY CONTACT OUR SUPPORT DESK

AT <http://www.prophecygames.com/submit-support-ticket/> OR EMAIL [privacy@prophecygames.com](mailto:privacy@prophecygames.com). YOUR CONTINUED USE OF ANY OF OUR SITES OR SERVICES WILL SIGNIFY AND BE DEEMED TO CONSTITUTE YOUR ACCEPTANCE OF ANY CHANGES TO THIS PRIVACY POLICY.

## Privacy Statement

Prophecy respects the privacy of its users and recognizes the importance of protecting the information collected about you. We have adopted a companywide Privacy Policy that guides how we collect, store, and use the information you provide. This Privacy Policy applies both to persons who register or establish an account with Prophecy and to casual users of our Sites and Services.

If you have any questions, complaints, or comments regarding our Privacy Policy or use of your information, please contact our legal department at [legal@prophecygames.com](mailto:legal@prophecygames.com).

In addition, Prophecy owns several other domain names that link or point to the websites listed above, and we will from time to time add new games and new websites that may or may not be listed above. Please note that this Privacy Policy applies only to the websites maintained by Prophecy, and not to websites maintained by third parties to which the websites listed above may link.

## Third Party Web Sites

If you click on a link to a third party website, including, without limitation, any third party payment services or other services offered through the Site or any advertisement or link to an online advertising company, you will leave the Prophecy Site you are visiting and go to the website you selected. For example, you may be required to establish a STEAM account with Valve Corporation to use our game(s), and you may be required to provide credit card and other information to Valve Corporation and our other third party payment processors when you purchase products or services from our Site or through our Service. Because we cannot control the activities of third parties, including third party payment service providers and other service providers, we cannot accept responsibility for any use of your personal information by such third parties, and we cannot guarantee that they will adhere to the same privacy and security practices as Prophecy. IF YOU VISIT A THIRD PARTY WEBSITE THAT IS LINKED TO THE SITE, YOU SHOULD CONSULT THAT WEBSITE'S PRIVACY POLICY BEFORE PROVIDING ANY PERSONAL OR OTHER INFORMATION. We also encourage you to review the privacy policies of any other service provider from whom you request services.

What is personal information and when does Prophecy collect it?

Personal information is information that is related to you, and may be used to contact you online or offline. Prophecy collects personal information when you submit it to Prophecy through online and offline methods. Online visitors typically submit information to Prophecy through (1) the purchase of goods or services through the Site or Service, (2) use of our software or online services (including, without limitation, when you register for an account with Prophecy), (3) participation in message boards and contests (including, without limitation, in connection with registering and claiming prizes), (4) warranty registration, (5) customer support or technical service requests, (6) player match-up or other online services, (7) registration for games or special game-specific event participation, (8) marketing surveys and e-mail campaigns, (9) requests for services from third party service providers on our websites, (10) surveys and newsletters, and (11) consumer complaints. Prophecy may also collect personal information from you in-person or over the phone when you register for, travel to, or attend an event or competition. Lastly, we may collect personal information that is necessary to fulfil a legitimate interest, which will be described to you at the time of collection. Prophecy will use this information for the purposes of which it was collected.

Personal information collected will vary depending upon the activity and may include your name, e-mail address, phone number, mobile number, home address, birth date, credit card information, and other personal information as defined under applicable law. We do not require this information to gain access to the Site; however, you may not use certain features, products, or services (including, without limitation, the Service) that require registration, or receive materials (e.g., newsletters), unless such information is provided. You hereby consent to our collection and use of your personal information as outlined herein.

Other Information Collected

Certain activities will require you to create a username and password and provide other personal information, such as your age, date of birth, gender, game, and other preferences. In addition, we may collect demographic information such as gender, zip code, information about your computer, hardware, software, platform, media, Internet Protocol (“IP”) address and connection, information about online activity (e.g., feature usage), gameplay statistics and scores, user rankings, and click paths and other data that you may provide in surveys or online profiles. In addition, we may combine demographic information with personal information. Prize winners may also be required to provide Social Security or Social Identification Numbers for tax purposes.

When you play our games, we may retrieve information about your hardware system, gameplay and how our games are used, including, without limitation, your Internet Protocol Address, your gameplay characteristics and patterns. We use this information to enable you to play our game(s) over the Internet. We also use this information to better understand the behavior and preferences of our customers so that we can improve our products and services.

If you log into your user account through social media sign-in services (e.g., Facebook Connect), you provide Prophecy with permission to access certain information about you from that social networking site, such as your Facebook User ID, user profile, friends list, and profile picture.

In addition to the information that we collect from you directly, we may also receive information about you from other sources, including third parties, business partners, our affiliates, or publicly available sources.

#### Online Chat Rooms, Forums and Profiles

You may choose to disclose information about yourself in our online message boards, chat rooms, forums, or in creating user “profiles” when you play games on our Site or utilizing the Service. Information that you disclose in message boards, chat rooms, forums, or in “profile” information is public information, and there is no expectation of privacy or confidentiality. Please see our Terms of Service and Use Agreement on this point and for other guidelines about posting content on our websites.

#### Public Data

Your participation in tournaments or other online game events is conditional upon your agreement to us collecting, using, storing, transmitting, and publicly displaying performance and statistical data (e.g., your scores, rankings, and achievements) generated through your participation in the foregoing.

#### A Special Note About Children

Prophecy does not permit access to the Site or Service by children under the age of thirteen. If you are under thirteen years of age, you should not access, or attempt to obtain access to, the Site or Services. Once a child states that his or her age is under thirteen, we do not collect or store any personally identifiable information such as name, address, or email address.

Teenagers age thirteen or older, but who are under the age of eighteen must have their parents or guardians review this Privacy Policy and should encourage them to contact us if they would like to raise any concerns.

What about cookies and other technologies?

We may use cookies and other technologies to collect demographic information, personalize your experience on our Site, and monitor advertisements and other activities. Cookies are small files downloaded to your computer to track movements and behavior within websites. Certain of our websites may use cookies to keep track of your shopping cart and make sure you do not see the same ad repeatedly. Also, we may use cookies to deliver content specific to your interests and for other purposes. For example, certain of our websites may use “cookies” or other methods to monitor website usage. We may collect information on what games are played, how much time is spent playing the games, and which ads or links are clicked. We may link cookie information to personal information.

Certain of our websites use an outside ad company to display ads. These ads may contain cookies. Cookies received with banner ads are collected by our ad companies, and Prophecy does not have access to this information. Most browsers are automatically set to accept cookies whenever you visit a website. You can disable cookies or set your browser to alert you when cookies are being sent. However some areas of our Site will not function properly if you do so.

Other technologies used in our websites include clear GIFs and IP address logging. Clear GIFs (i.e., web bugs, beacons, or tags) are small graphic images placed on a webpage, web-based document, or in an e-mail message. Clear GIFs are invisible to the user because they are typically very small (e.g., only 1-by-1 pixel) and the same color as the background of the web page, document, or e-mail message. We do not use clear GIFs to collect personal information about you. However, we may use clear GIFs to capture statistical usage information for our webpages, features, or other elements on a webpage. We may correlate this information to a user to personalize user experience and for statistical analysis of user experiences on our webpages.

Prophecy also maintains log files which contain IP addresses. An IP address is a numeric address that is assigned to your computer by your Internet Service Provider ("ISP"). In general, we only use log files to monitor traffic on our websites, to report aggregate information to our advertisers and third party service providers, and to troubleshoot technical problems. In the event of user abuse of our Site; however, we may block certain IP addresses or console IDs provided by our licensed hardware manufacturers. IP addresses and console IDs may be used

to personally identify you in order to enforce our Terms of Service and Use Agreement.

What happens to the information provided?

The personal information you provide will allow us to alert you to new products, features, and enhancements; special offers; upgrade opportunities; and contests and events of interest. We may send e-mails that may contain information regarding third party products or services; however, this does not mean that we have provided or traded your personal information to any party.

We may use survey information in marketing surveys to select and direct advertising that is more likely to be of interest to a particular user of an account with Prophecy. This information may be transmitted to an ad server owned by an advertising company to match account holders with ads that they are more likely to be interested in. However, we do not disclose any account holder's personal information to our advertisers without the holder's consent. Participation in such surveys is entirely optional. We may share aggregate consumer data (which does not contain personally identifying information) with the advertising companies or with any other third party, and we may use such information for any legitimate business purpose in our sole discretion.

We may use your personal information for our internal marketing and demographic studies, so we can consistently improve our websites to better meet our visitors' and users' needs. In addition, we may use your personal information to enforce legal rights and comply with the law, or to comply with an order from a judicial or government entity or other competent authority, or when we have reason to believe that a disclosure is necessary to address potential or actual injury or interference with our rights, property, operations, users, or others who may be harmed or may suffer loss or damage. Finally, we may also disclose personal information to law enforcement, or the appropriate judicial or civil authorities.

Sharing of information held?

In addition to the specific situations discussed elsewhere in this Privacy Policy, we disclose personal information in the following situations:

- **Affiliates and Acquisitions.** We may share your personal information with our corporate affiliates (e.g., parent company, sister companies, subsidiaries, joint ventures, or other companies under common control). In the event of a merger, acquisition, asset sale, or in the unlikely event of bankruptcy, visitor and user information (including, without limitation, personal information) maintained by Prophecy may be transferred to its successors or assigns.
- **Other Disclosures with Your Consent.** We may ask if you would like us to share your personal information with other unaffiliated third parties who are not described elsewhere in this Privacy Policy.
- **Other Disclosures without Your Consent.** We may disclose personal information in response to subpoenas, warrants, or court orders, or in connection with any legal process, or to



comply with relevant laws. We may also share your personal information in order to establish or exercise our rights, to defend against a legal claim, to investigate, prevent, or take action regarding possible illegal activities, suspected fraud, safety of person or property, or a violation of our policies, or for any other proper purpose to law enforcement, or the appropriate judicial or civil authorities.

- **Partner Promotion.** Users who register for an account with Prophecy may register for other third party partners from our Site, or link a Prophecy account to an account with such third party partners, from time to time. If you opt-in to any of these services, we may collect additional information including, without limitation, information requested by a third party, and pass this information, together with all other registration information (including, without limitation, personal information), to that third party partner. Use of your personal information by a third party partner will be governed by that third party provider's privacy policy and terms of service. We may also retain any additional information collected for use in accordance with the terms of this Privacy Policy. Participation in these other related services is optional and is not required to access our Site, though some functionality may depend upon it.
- **Service Providers.** We may share your personal information with service providers. Among other things service providers may help us to administer our website, conduct surveys, provide technical support, assist in the fulfillment of orders, and for other legitimate purposes permitted by applicable law.

#### Sharing with Social Networking Sites

The Site may offer you the ability to share your personal information through a social networking site (e.g., Facebook, Twitter, LinkedIn), using such social networking site's integrated tools (e.g., Facebook "Like" button, or Twitter "Tweet" button). The use of such integrated tools enables you to share personal information about yourself with other individuals or the public, depending on the settings that you have established with such social networking site. Additionally, by making personal information available on the Site, you "opt in" to allow Prophecy to provide such personal information to a social networking site without your further consent. For more information about the purpose and scope of data collection and use in connection with such social networking site or a site's integrated tools, please visit the privacy policies of the entities that provide these social networking sites.

#### Where is the information held?

Currently, Prophecy maintains and stores your personal information on servers located within the United States. This may not apply to Prophecy's third party providers (including, without limitation, Valve Corporation and our third party payment processors). In the event that Prophecy becomes a global organization, some of the computer systems on which Prophecy collects, stores, and uses the information it collects or receives may be based outside the United States. Therefore, your personal information may be transferred to, used, processed, or held by Prophecy in the United States and in other countries, including, without limitation, countries both in and outside the European Union, and used for the purposes set out in this

Privacy Policy. You hereby consent to such use, storage and transfer of your personal information.

#### Retention of Personal Information

Prophecy retains your personal information: (a) for so long as your account is active or as needed to provide you with Services or to fulfill our contractual obligations; (b) as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements; and (c) for so long as is necessary for the purposes for which we collected such personal information.

#### Opt-out Provision

When you register your account, we will offer you the opportunity to opt-in or opt-out of receiving Prophecy marketing communications, including event invitations, special offers, and newsletters.. If you choose to have your name removed from our mailing list, you can do so by contacting our support desk at <http://www.prophecygames.com/submit-support-ticket/> or email [privacy@prophecygames.com](mailto:privacy@prophecygames.com). You can also change your settings for receiving marketing communications on your Prophecy Account page at any time.

#### Safeguarding Your Personal Information

We will only collect and use personal information in accordance with this Privacy Policy to the extent deemed reasonably necessary to serve our legitimate business purposes, and we will use reasonable safeguards to preserve the security, integrity, accuracy, and privacy of the information you have provided. In addition, we will take reasonable steps to ensure that third parties to whom we transfer any personal information will provide commercially reasonable protection of that information. We cannot, however, ensure or warrant the security of any information you transmit to Prophecy, and you do so at your own risk. However, please note that this is not a guarantee that such information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, managerial, or other safeguards.

If Prophecy learns of a security systems breach, then we may attempt to notify you electronically so that you can take appropriate protective steps. Prophecy may post a notice on its Site if a security breach occurs.

#### Review and Correction of Your Information; Requests for Removal from Mailing Lists; and Deactivating Your Account

If for any reason you are concerned that the personal information maintained by Prophecy is not correct, or should you wish to have your account(s) deactivated or be removed from our mailing list, please contact our support desk at <http://www.prophecygames.com/submit-support-ticket/> or email [privacy@prophecygames.com](mailto:privacy@prophecygames.com) describing, in reasonable detail, the nature of the

request, problem, or concern. We will then review, update, or remove information as appropriate within a commercially reasonable time frame after receiving such notice from you. We may still retain your information in our electronic data or other files, however, to resolve disputes, enforce our user agreement(s) and/or policy(ies), and due to technical and legal requirements and constraints related to the security, integrity, and operation of our websites.

### Display Advertising

Prophecy uses the Google Analytics Demographics and Interest Reporting features of Google Analytics for Display Advertising. You may opt-out of Google Analytics for Display Advertising and customize Google Display Network ads by visiting the Google Ads Preference Manager, which is available at <https://www.google.com/settings/ads>.

Prophecy encourages visitors to read about the Google Analytics opt-out browser add-on, which is available at <https://tools.google.com/dlpage/gaoptout/>.

Prophecy and Google use first-party cookies (such as the Google Analytics cookie) and third party cookies together to inform, optimize, and serve ads based on your past visits to Prophecy websites. This means that vendors, including Google, will display Prophecy promotional material on other websites you visit across the Internet. Prophecy also analyzes aggregate information provided by Google Analytics to determine usage trends, which allows us to improve our websites and make it easier for you to find what you need.

### Notice to California Residents

Under California law, California residents who have an established business relationship with Prophecy or its Affiliates may choose to opt out of Prophecy's disclosure of personal information about them to third parties for direct marketing purposes. As detailed in this Privacy Policy, our policy is not to disclose personal information collected online to a third party for direct marketing purposes without your approval. If you choose to opt-out at any time after granting approval, contact our support desk at <http://www.prophecygames.com/submit-support-ticket/> or email [privacy@prophecygames.com](mailto:privacy@prophecygames.com) or write to: Account Management, Prophecy Games, Inc., 3925 Brookside Pkwy, Suite 400 Alpharetta, Georgia 30022.

### Notice to Residents of the European Economic Area

In accordance with applicable laws, you may have the right to request access to, rectification, and erasure of your personal information; restriction of processing of personal information; objecting to certain processing of personal information; and the right to data portability. Where any processing of personal information is solely dependent upon your consent, you have the right to withdraw such consent at any time (For example, we suggest by using any unsubscribe

link contained in an applicable marketing message, or emailing us at <<http://www.prophecygames.com/submit-support-ticket/>> or email [privacy@prophecygames.com](mailto:privacy@prophecygames.com)). Where you believe that we have not processed your personal information in accordance with applicable laws, you may lodge a complaint with the respective supervisory authority or data protection regulator. The provision of personal information by you will be for contractual, marketing, or analytical purposes as referred to in this Privacy Policy.

To exercise your rights under these provisions, please contact us at the contact details below. When we receive your request, we may ask you to verify your identity before we can act on your request. We may withhold information where we are required by law to do so or the search for that information would require disproportionate effort or have a disproportionate effect to, for example, the cost of providing the information, the time it would take to retrieve the data, or how difficult it may be to obtain the information requested.

### Communications

If you have any additional questions or concerns about our Privacy Policy or any other privacy or security issue, please contact us at:

Prophecy Games  
Attn: Legal Department  
Email: [legal@prophecygames.com](mailto:legal@prophecygames.com).

Or at:

Legal Department, Prophecy Games, Inc., 3925 Brookside Pkwy Suite 400 Alpharetta, Georgia 30022

Effective as of April 30, 2020.

Prophecy Games® Terms of Service and Use Agreement  
Last updated on April 30, 2020.

#### 1. Terms of Agreement.

IMPORTANT LEGAL NOTICE! PLEASE READ THE FOLLOWING TERMS OF SERVICE AND USE AGREEMENT CAREFULLY. THIS TERMS OF SERVICE AND USE AGREEMENT (THE "AGREEMENT") IS BETWEEN YOU ("YOU") AND PROPHECY GAMES, INC. ("PROPHECY"). IF YOU DO NOT AGREE WITH ALL OF THE TERMS OF THIS AGREEMENT, YOU MAY NOT USE THE SITE (AS DEFINED BELOW), ACCESS THE SERVICE (AS DEFINED BELOW), CREATE AN ACCOUNT (AS DEFINED BELOW), OR ACTIVATE THE SOFTWARE PRODUCT (AS DEFINED BELOW).

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

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

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

<http://www.prophecygames.com>

<http://playprophecy.com>

YOUR USE OF THE SITE AND ANY PURCHASE AND USE OF PRODUCTS AND SERVICES (INCLUDING, WITHOUT LIMITATION, THE SOFTWARE PRODUCT) (COLLECTIVELY, "PRODUCTS") THROUGH THE SITE OR SERVICE IS GOVERNED BY THIS AGREEMENT, WHICH SUPPLEMENTS THE APPLICABLE END USER LICENSE AGREEMENT(S) FOR ANY AND ALL PRODUCTS AND SERVICES (INCLUDING GAMES) THAT YOU USE OR ACCESS, PROPHECY GAMES PRIVACY POLICY, ANY APPLICABLE AND ADDITIONAL SITE TERMS OF USE AND ANY SOFTWARE PRODUCT RULES OF CONDUCT (ALL OF WHICH ARE INCORPORATED INTO THIS AGREEMENT). IF YOU DOWNLOAD OTHER SOFTWARE FROM THE SITE OR IN CONNECTION WITH THE SERVICE, YOUR USE OF SUCH SOFTWARE WILL ALSO BE GOVERNED BY THE APPLICABLE END USER LICENSE AGREEMENT PRESENTED TO YOU ON DOWNLOAD OR INSTALLATION OF SUCH SOFTWARE.

We reserve the right at any time to:

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

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

Change any fees or charges for use of the Service.

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

Upon our request, you agree to sign a non-electronic version of this Agreement.

Prophecy reserves the right to deny, in its sole discretion, your access to your Account, the Service or the Site without notice, for any or for no reason (including, without limitation, for

violation of this Agreement). Prophecy may change, modify, suspend, or discontinue any aspect of the Service or the Site at any time. Prophecy may also impose limits on certain features or restrict your access to all or portions of the Service or Site without notice or liability. You have no interest, monetary or otherwise, in any feature or content contained in the Service or Site or any Products offered in connection with or through the Service or Site.

## 2. Description of Service.

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

## 3. Limited Use License.

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

## 4. License Restrictions and Limitations.

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

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

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

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

(d) use cheats, automation software (bots), hacks, mods or any unauthorized third-party technology, software, tools or content designed to modify the Software Product, the Service or Site;

(e) exploit the Software Product, the Service, the Site, or any portion thereof, for any commercial purpose, including without limitation, (i) use at a cyber cafe, computer gaming center or any other location-based site without the express written consent of Prophecy; (ii) for gathering in-game currency, items or resources for sale outside the Software Product, Service or Site; or

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

## 5. Accounts.

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

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

#### 6. Your Information.

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

#### 7. Online Content.

You understand that by accessing the Site or using the Service or Products, you may encounter content that may be deemed mature, offensive, indecent or objectionable, which content may or may not be identified as having explicit language or adult themes, and which may be due to the content or your interactions with other users in the course of accessing the Site, or using the Service or Products. You agree that your access and use of the Site, and if applicable to you, your access and use of the Service and Products, is at your sole risk and that Prophecy shall have no liability to you for content that may be found to be mature, offensive, indecent or



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

#### 8. Digital Rights Management and Usage Rules.

You agree to comply with all local, state, federal, and national laws, statutes, ordinances, and regulations that apply to your use of the Service, Site or any Product. You understand that the Service and Products purchased through the Service may include a security framework using third party digital rights management technology (“DRM”) that protects digital information and limits your use of the Service or Products to certain usage rules established by Prophecy and/or its third party licensors or providers (“Usage Rules”). The DRM may be an inseparable part of a Product, or a separate software component installed directly to a different section of your hard drive when installing such Product. By purchasing any Product through the Service or Site you are consenting to any such installation and continued presence of the DRM on your computer and agreeing to its operation related to the Usage Rules. Such operation may involve the communication between your computer and the systems involved in regulating the Usage Rules. These Usage Rules may limit, among other things, the number of machines on which each Product may be activated or your ability to make copies of each Product. The DRM technology is licensed or provided to Prophecy by third parties, and Prophecy shall have no responsibility or liability to you for any issues you experience due to such DRM technology. The Usage Rules are subject to change at any time and Prophecy makes no promises regarding your ongoing ability to activate Products. You agree to comply with such Usage Rules, and to not attempt to, or assist another person to, circumvent, reverse-engineer, decompile, disassemble, or otherwise tamper with any of the security components related to such Usage Rules for any reason whatsoever. If you live in a jurisdiction in which any of the foregoing activities may not be prohibited by applicable law, you agree to notify Prophecy prior to

engaging in any such activity, and Prophecy will have the right to terminate this Agreement effective immediately upon notice. Usage Rules may be controlled and monitored by Prophecy and/or its third party licensors or providers for compliance purposes, and Prophecy reserves the right, for and on behalf of itself and such third parties, to enforce the Usage Rules with or without notice to you.

#### 9. Product Requirements.

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

#### 10. Payment and Delivery.

If you purchase Products from Prophecy, the following terms and conditions shall apply.

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

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

**Payment for Products.** The Service accepts as forms of payment major credit cards and debit cards that display the MasterCard, Visa, American Express or Discover logos, PayPal, and such other payment providers, if any, as may be indicated on the purchase page. If a credit card is being used for a purchase, Prophecy, through its third party provider, obtains a pm-approval

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

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

**Delivery of Products.** On occasion, technical problems may delay, interrupt or prevent the download or activation of your Product. Your exclusive and sole remedy with respect to any Product that is not downloadable or able to be activated within a reasonable period will be either replacement of such Product, store credit or refund of the purchase price paid for such Product, as determined by Prophecy. Prophecy shall have no liability for issues encountered with downloading, activating or using Products due to factors beyond its control, including your computer's performance and the speed of your Internet connection. In some cases, certain Products may be "pre-ordered," meaning you will have the opportunity to purchase such Product prior to its release, such that you will have the right to such Product upon its release. You understand that in some instances Product release dates may be delayed and that release dates and times posted on the Service or Site are only estimates, and you will not be entitled to any refund for a delayed release date. For such pre-orders, a portion or all of the Product software may be downloaded onto your computer prior to the release date, though the Product cannot be activated or played until the release date. Prophecy may provide you with the option to have such Product software automatically loaded to your computer, and by choosing such option you consent to Prophecy's monitoring your computer's latency for the purpose of effecting such download. Our obligation to deliver any Product to you shall be complete at the time when and place where you first receive the information necessary to commence download

of such Product. In all circumstances it is your responsibility to ensure that the Product is correctly and completely installed on your computer. Once a Product is purchased and you receive the Product, it is your responsibility to keep the Product from being misplaced, damaged or destroyed, and Prophecy shall be without liability to you in the event of any loss, damage or destruction. Prophecy encourages all its users to appropriately back up the Product files and any other elements associated with the Products (such as key information).

No Ongoing Obligations. Notwithstanding any other provision of this Agreement, Prophecy and its licensors reserve the right, without liability to you, to change, suspend, remove, or disable access to any Products, content, or other materials comprising a part of or sold through the Service or Site at any time without notice. You acknowledge that some aspects of the Service, Site and Products, and administering of the Usage Rules, entails the ongoing involvement of Prophecy. Accordingly, in the event that Prophecy changes any part of the Service or discontinues the Service, which Prophecy may do at its election, you acknowledge that you may no longer be able to use Products to the same extent as prior to such change or discontinuation, and that Prophecy shall have no liability to you in such case. You understand that nothing in this Agreement entitles you to any future updates, versions or enhancements to any Product (although Prophecy may offer such updates, versions or enhancements in its sole discretion). The Service is not part of any other product or offering, and no purchase or obtaining of any other product shall be construed to represent or guarantee you access to the Service.

#### 11. Customer Assistance With Orders and Refunds.

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

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

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

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

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

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

EU Customers. If you reside in the European Union and you purchase the Product, the

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

## 12. Online Rules of Conduct.

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

You agree that you will be personally responsible for your use of your Account and the Service and for all of your communications and activities on the Site, including, without limitation, any content that you contribute, and that you will indemnify and hold harmless Prophecy, its affiliates, vendors and licensors, and their employees, officers, directors and agents from any liability, damages and expenses (including, without limitation, reasonable attorneys' fees) arising from your conduct on the Site or through the Service, including, without limitation, any content that you contribute.

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

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

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

Transmit or facilitate distribution of content that is harmful, abusive, racially or ethnically offensive, vulgar, sexually explicit, defamatory, infringing, invasive of personal privacy or publicity rights, or in a reasonable person's view, objectionable. Hate speech is not tolerated. Disrupt the flow of chat in chat rooms with vulgar language, abusiveness, hitting the return key repeatedly or inputting large images so the screen goes by too fast to read, use of excessive shouting in an attempt to disturb other users, "spamming" or flooding (such as posting repetitive text).

Impersonate another person (including, without limitation, celebrities), indicate that you are a

Prophecy employee or a representative of Prophecy, or attempt to mislead users by indicating that you represent Prophecy or any of Prophecy's affiliates, vendors or licensors.

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

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

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

Upload files that contain a virus or corrupted data.

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

Improperly use game support or complaint buttons or make false reports to Prophecy staff members.

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

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

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

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

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

The foregoing lists of prohibited conduct and restrictions on use are referred to herein, collectively, as "Rules of Conduct". If you encounter another user of the Service who is violating any of the Rules of Conduct described above, please report them by sending in a ticket via our support portal at <http://www.prophecygames.com/submit-support-ticket/>.

### 13. Public Nature of Communications.

You acknowledge and agree that your communications with other users via chats, conferences, bulletin boards, and any other avenues of communication on the Site or through the Service are public and not private communications, and that you have no expectation of privacy concerning your use of this Service or the Site. You acknowledge that personal information that you communicate on the Site or through the Service may be seen and used by others and result in unsolicited communications. Therefore, we strongly encourage you not to disclose any personal information about yourself in your public communications on the Site or through the Service.

Prophecy is not responsible for information that you choose to communicate to other users of the Site or Service, or for the actions of other users. Once you post or send any content to Prophecy, you expressly grant Prophecy a perpetual, irrevocable, assignable, transferable right

and license to quote, re-post, use, reproduce, modify, create derivative works of, distribute, transmit, broadcast and otherwise communicate, and publicly display and perform, the content in any form, anywhere, for any legitimate business purpose in Prophecy's discretion (with or without attribution to you or your screen name), and without any notice or compensation to you of any kind, and you hereby grant all consents, rights and clearances to enable Prophecy to use such content for such purposes. You waive, and agree not to assert, any moral or similar rights you may have in such content.

14. Commercial Activity and Unsolicited E-mail.

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

15. Use of Machines, Computers, Scripts.

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

16. Proprietary Rights; Copyrights and Trademarks.

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

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

reasonable attorneys' fees) based upon, or arising out of, any such action.

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

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

#### 17. Export Control Laws.

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

#### 18. User's Computer Information.

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

#### 19. Links to Third-Party Web Sites.

The Service or Site may include hypertext links to web sites operated by parties other than Prophecy including, without limitation, advertisers and other content and service providers. Those web sites may collect data or solicit personal information from you. Prophecy does not control such web sites, and is not responsible for their content, privacy policies, or for the



collection, use or disclosure of any information those web sites may collect.

20. Patches.

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

21. Beta Tests.

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

22. Newsletters, Contests and Sweepstakes.

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

23. Termination.

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

24. Warranty Disclaimer.

THE SITE, SERVICE AND PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF CONDITION, UNINTERRUPTED USE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. PROPHECY DOES NOT WARRANT THAT THE SITE, SERVICE OR PRODUCTS WILL BE UN-INTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE, SERVICE

OR PRODUCTS ARE FREE OF VIRUSES OR OTHER HARMFUL CODE OR COMPONENTS. The entire risk arising out of use or performance of the Site, Service and Products remains with you.

25. Limitation of Liability, Indemnity.

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

26. Equitable Remedies.

You hereby agree that Prophecy would be irreparably damaged if the terms of this Agreement were not specifically enforced, and therefore you agree that Prophecy 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 Prophecy may otherwise have available under applicable law.

27. Governing Law; Dispute Resolution.

(a) To expedite resolution and control the cost of any dispute, controversy or claim related to this Agreement (“Dispute”), you and Prophecy agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least 30 days before initiating any arbitration or court proceeding. Such informal negotiations commence upon written notice from one party to the other. Prophecy will send its notice to your billing address and email you a copy to the email address you have provided to Prophecy. You will send your notice to Prophecy Games, Inc., 3925 Brookside Pkwy Suite 400, Alpharetta, GA 30022, attn: Account Management Department, or to such other address or person as Prophecy may hereafter direct.

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

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

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

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

jurisdiction of that court.

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

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

## 28. Miscellaneous.

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