

TERMS OF SERVICE

Digital Game Systems Corp. Terms of Service

(Updated 17 Sept, 2025)

These Digital Game Systems Corporation (“**DGSC**”) Terms of Service (“**Terms**”), as amended from time to time, are a legally binding agreement between you and DGSC, Corp. and any of its or their respective Affiliates, successors, or assigns (collectively, “**DGSC**”, “**we**”, or “**us**”). For purposes of these Terms, “**Affiliates**” means, with respect to any party, any person or entity that controls, is controlled by, or is under common control with, such party. These Terms govern your use of and access to the websites games, services, software, applications, and other products and services (collectively, the “**Service**”) provided by DGSC. The Services include, without limitation, **lavakitty.com**, **digitalgamesystems.com**, any other DGSC-owned or operated websites, and mobile applications on which these Terms are posted or linked. **The Services are intended for amusement purposes only.** We do not offer real money gambling or any opportunity to win real money or prizes based on the outcome of the game.

By using the Service(s), you are agreeing to be bound by these Terms. If you do not agree to be bound by these Terms, then you may not use or access the Service(s).

A few other important notes about the Terms:

- These Terms include a mandatory arbitration provision and waiver of class relief in Section 27. If you do not wish to be subject to arbitration, you must opt out of the arbitration provision by following the instructions provided in Section 27.
- In addition to the Terms, we also publish a [Privacy Policy](#). Although the Privacy Policy is not a part of the Terms, we encourage you to read it to better understand how we collect, use, share and otherwise process information about you.

1. ELIGIBILITY

You must be at least eighteen (18) years of age (or the age of majority where you live) or older to use the Service(s).

You may not create a DGSC Account or use any Service(s) if: (a) you cannot enter into a binding contract with DGSC, (b) you do not meet the age requirements set forth above, (c) you are located in, or a resident of, a country that is subject to a United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country ("embargoed jurisdiction"), (d) you are subject to any sanctions administered by an agency of the U.S. government or the United Nations, (e) you are listed on any United States government list of prohibited or restricted parties, or (f) you have previously been banned from playing any DGSC game or using any Service, unless DGSC has reversed that ban, in its sole discretion.

2. ADDITIONAL TERMS AND AMENDMENTS

Each of your Service account(s) (each, a “**DGSC Account**”) and access to and use of any other Services are governed by these Terms and any applicable additional application, forum, or game specific rules, guidelines, or terms that DGSC makes available to you or otherwise gives you notice of and access to (the “**Supplemental Terms**”). The Supplemental Terms are incorporated into these Terms by reference. If there is a conflict between these Terms and any Supplemental Terms, the Supplemental Terms will control for that specific instance of conflict.

The Services are always evolving, so it is important that you periodically check these Terms as well as the Supplemental Terms for updates. DGSC reserves the right to change or modify the Terms and the Supplemental Terms at any time and in our sole discretion. We may need to make such changes to account for changes to the Services (such as when new features are added or when older features are retired); for business, legal, regulatory, or security reasons; or to prevent abuse or harm. If DGSC makes material changes to these Terms or the Supplemental Terms, we will use commercially reasonable efforts to notify you of such changes, such as (by way of example only) by providing notice through the Service(s) or by email using the information provided in your DGSC Account registration. The "last modified" date at the top of these Terms will indicate the latest update. If we revise these Terms or the Supplemental Terms, such revision(s) will take effect on the date we indicate. Your continued

access or use of any Service after such posting constitutes your acceptance of the revised Terms or Supplemental Terms. If you do not agree to any revision we make to these Terms or the Supplemental Terms, you must immediately discontinue using and participating in the applicable Services.

3. USE OF SERVICES; ACCOUNT REGISTRATION

- a. **Technical requirements.** Services may require you to have certain minimum technical requirement(s), as provided and detailed for the respective Service. While using and accessing the Service, you acknowledge that you read and understand the minimum technical requirements applicable to receive the Service.
- b. **Account registration.** You may need to become a registered user and create a DGSC Account to access some Services. If you create a DGSC Account, you must provide truthful and accurate information when creating such DGSC Account and promptly update this information if it changes. You may have no more than one DGSC Account for any Service, and DGSC reserves the right to limit the number of DGSC Accounts a user can establish. This limit may change over time in our sole discretion. If you forget your password, you can request a password reset link be sent to your registered e-mail address.
- c. **Access through Third-Party Platforms.** If you access the Service(s) through a social networking service or other third-party service (each a "**Third-Party Platform**") supported by us as part of the functionality of the Service, you may link your DGSC Account with a valid account on such Third-Party Platform ("**Third-Party Account**") by allowing DGSC to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent that you are entitled to disclose your Third-Party Account login information to DGSC and grant DGSC access to your Third-Party Account (including, but not limited to, for use for the purposes described herein) without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating DGSC to pay any fees or making DGSC subject to any usage limitations imposed by the service providers of such Third-Party Platform. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your DGSC Account on the Service. You have the ability to disable the connection between your DGSC Account and your Third-Party Accounts at any time by accessing the "Settings" section of the applicable Service. Please note that your relationship with the third-party service providers associated with your Third-Party Accounts is governed solely by your agreement(s) with such third-party service providers, and DGSC disclaims any liability for personally identifiable information that may be provided to DGSC by such third-party service providers in violation of the privacy settings that you have set in such Third-Party Accounts. Additionally, you agree and understand that DGSC does not control those Third-Party Platforms and their content. You are subject to and should read the terms/service agreements and privacy policies that apply to such Third-Party Platforms.
- d. **Account Termination.** To protect our Services, users, and DGSC itself, we reserve the right, if necessary, to refuse to register any DGSC Account or to terminate it in accordance with these Terms. DGSC reserves the right, but is not obligated, to delete and/or terminate any DGSC Account that has been inactive for at least 180 consecutive days. For purposes of these Terms, "**User**," or "**user**" is one who has registered a DGSC Account directly with DGSC or has a valid Third-Party Account through which the user has connected to the Service.
- e. **Registration data.** When registering a DGSC Account, you may be required to provide certain information so that we can provide you with a DGSC Account identification number. In registering for the Service(s), you agree to (i) provide true, accurate, current, and complete information about yourself as prompted by the Service's registration form (the "**Registration Data**"); and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, not current, or incomplete, or DGSC has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, DGSC has the right to suspend or terminate your DGSC Account and refuse any and all current or future use of the Service(s) (or any portion thereof). To the fullest extent permitted by law, you are responsible for all activities that occur under your DGSC Account. You may not share your DGSC Account or password with anyone, and you agree to (a) notify DGSC immediately of any unauthorized use of your password or any other breach of security; and (b) consider exiting from your

DGSC Account at the end of each session. To the fullest extent permitted by law, DGSC reserves the right to remove or reclaim any usernames at any time and for any reason, including claims by a third party that a username violates the third party's rights.

- f. **Visitors and guests.** If you are a visitor, you may be able to view and use certain features of the Services that are available without registration. You do not need to register with DGSC to simply visit and view websites, the public information on the Services, or to download certain applications. You may also have the option to play certain Services as a guest, if available. However, you may not be able to access some of the Services unless you register a DGSC Account with us.
- g. **Network access.** When you access the Services through a mobile network, your network or roaming provider's messaging, data, and other rates and fees may apply. You are responsible for paying any fees to connect to a mobile network or the internet, and for paying any fees for data or cellular usage to download and use the Services. Downloading, installing, or using certain Services may be prohibited or restricted by your network provider and not all features of the Services may work with your network provider or device. You are responsible for checking with your network provider or device provider for any such prohibitions and restrictions.
- h. **Mobile device usage.** You may choose to use the Services on a mobile device. You acknowledge and agree that some of the Services may be dependent on a third-party service through which you can download one of our mobile applications, such as the Apple App Store or Google Play Store (each, a **"Third-Party App Store"**) and the Third-Party App Store may require you to agree to its own terms and conditions before downloading any mobile application to use our Services. You may need an account with DGSC that provides your mobile application marketplace provider identifier, like an Apple ID or Google Account. You may need to update mobile device software from time to time to receive the Services. You are responsible for procuring the equipment (computer, phone, tablet, etc.) for your use of the Services and for paying any fees to the Third-Party App Stores related to your use the Services on a mobile device.

4. ELECTRONIC COMMUNICATIONS

When you access a Service, send e-mails to, or electronically chat with DGSC, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices in the Services. You agree that all agreements, notices, disclosures, and other communications that DGSC provides to you electronically satisfy any legal requirement that such communications be in writing.

5. OWNERSHIP OF INTELLECTUAL PROPERTY; LIMITED LICENSE

You agree and acknowledge that all worldwide right, title, and interest, including all intellectual property and other proprietary rights in and connected with the Services and any and all embodiments thereof (including but not limited to any derivative works, titles, computer code, features, functionality, themes, objects, concepts, artwork, graphics, animation, sounds, musical compositions, audio-visual effects, text, screen displays, methods of operation, moral rights, Virtual Items, and any related documentation) (the **"DGSC Materials"**), are owned by DGSC or its licensors. We do not provide you with any interest in the DGSC Materials and DGSC or its licensors own and reserve all other rights, including all right, title and interest in the Service(s), the DGSC Materials, and associated intellectual property rights. The Services are protected by the copyright law and other intellectual property laws of the United States of America, international copyright treaties and conventions, and other relevant laws throughout the world. You may not reverse engineer or attempt to extract or otherwise use source code or other data from the Service(s), unless expressly authorized by DGSC.

Further, you acknowledge and agree that any name, logo, brand, trademark, trade dress and service mark (**"DGSC Trademarks"**), including the DGSC name and logos and all game names and logos, is owned by DGSC or licensed to DGSC by its licensors, and may not be used without the express written permission of DGSC. Nothing contained in the Services or these terms should be construed as granting by implication, estoppel, or otherwise, any license or right to use any such DGSC Trademarks without our express written permission. All goodwill associated with DGSC Trademarks inures to the benefit of DGSC.

You agree not to create works based on the DGSC Materials or copy, redistribute, publish, modify, or otherwise exploit the DGSC Materials, except as expressly permitted herein, without the express prior written permission of DGSC. To the extent you obtain any right, title, or interest in or to any DGSC Materials or DGSC Trademarks, you hereby assign all such worldwide right, title and interest to DGSC. To the extent the foregoing assignment is not permitted by law, you hereby grant DGSC and its Affiliates a perpetual, irrevocable, exclusive, worldwide, fully sublicensable (through multiple tiers), transferrable, royalty-free, fully paid-up right and license to use and exploit such right, title and interest in any manner, means, language and/or media, whether now known or hereafter devised without restriction, including in connection with any Service, or other products or services of DGSC.

Subject to your compliance with these Terms, you are hereby granted a limited, nonexclusive, nontransferable, non-sublicensable, revocable license to access and use the Services for your own personal, noncommercial use. Any use of the Services other than as specifically authorized by these Terms, without our prior written permission, is strictly prohibited, and violates our intellectual property rights.

6. UNSOLICITED SUBMISSIONS

DGSC does not accept unsolicited submissions of concepts, creative ideas, suggestions, stories, scripts, games, game ideas, game names, or other potential creative content. If you do send DGSC, our staff, studio(s), or representative(s) an unsolicited submission, you understand and agree that your unsolicited submission does not create any fiduciary relationship between you and DGSC, and that you grant DGSC and its Affiliates a perpetual, irrevocable, non-exclusive, worldwide, fully sublicensable (through multiple tiers), transferrable, royalty-free, fully paid-up right and license to use and exploit such unsolicited submission in any manner, means, language and/or media, whether now known or hereafter devised without restriction, including in connection with any Service, or other products or services of DGSC. DGSC is under no obligation to refrain from using the unsolicited submission (in whole or in part), to keep it confidential, or to compensate you if DGSC or any of its Affiliates make any use of it.

7. FEEDBACK

If you choose to provide DGSC with any comments, feedback, suggestions, ideas, other submissions (collectively “**Feedback**”), you hereby grant DGSC a perpetual, irrevocable, non-exclusive, worldwide, fully sublicensable (through multiple tiers), transferrable, royalty-free, fully paid-up right and license to use and exploit (including, without limitation, commercially exploit) in any manner, means, language and/or media, whether now known or hereafter devised such Feedback without restriction, including in connection with any Service, or other products or services of DGSC. You understand that DGSC may treat Feedback as nonconfidential. You agree that, unless otherwise prohibited by law, DGSC may use, sell, exploit, and disclose the Feedback in any manner, without restriction and without compensation to you.

8. VIRTUAL ITEMS

The Service may provide you with the opportunity for us to license to you a variety of virtual items such as virtual membership, virtual currency and virtual, in-game digital items (“**Virtual Items**”), that can be used while using the Service(s). Certain Virtual Items may be made available to you for free, for example, when you log in to you DGSC Account. You may be required to pay a fee to obtain certain Virtual Items (“**Paid Virtual Items**”). When you use Virtual Items within the Service(s), any Paid Virtual Items that you have purchased will be deemed used before any Virtual Items that you have earned will be used.

VIRTUAL ITEMS, LICENSED TO YOU IN ACCORDANCE WITH THESE TERMS, ARE NOT PREPAID PAYMENT INSTRUMENTS OR OTHERWISE ITEMS OF MONETARY VALUE.

Regardless of the terminology used, Virtual Items may never be redeemed for “real world” money, goods or other items of monetary value from DGSC or any other party and cannot be used to purchase or use products or services other than within the applicable Service. Virtual Items cannot be exchanged for cash or any other value. Any attempt to do so is strictly forbidden and in violation of these Terms and may result in a lifetime ban from the Service and possible legal action.

Prices and availability of Virtual Items are subject to change without notice.

You have no property interest in Virtual Items. Virtual Items obtained through the Service are provided to you under a limited, personal, revocable, non-transferable, non-sublicenseable license to use the Virtual Items in the applicable Service, you have no right or title in or to any such virtual items appearing or originating in the Service, or any other attributes associated with use of the Service or stored within the Service.

DGSC has the absolute right to manage, regulate, control, modify and/or eliminate such Virtual Items as it sees fit in its sole discretion, and DGSC shall have no liability to you or anyone for the exercise of such rights.

Transfers of Virtual Items are strictly prohibited except where explicitly authorized within the Service. Virtual Items may not be transferred or resold, including, without limitation, by means of any direct sale or auction service. You may not, and may not attempt to, purchase, sell, trade, or sublicense Virtual Items from any individual or entity via cash, barter, or any other transaction.

Virtual Items cannot, except as stated in the Global Addendum if applicable to you, be refunded or exchanged for cash or any other tangible value.

You agree that all purchases of Paid Virtual Items are payable in advance and are final except as otherwise provided in these Terms.

DGSC has no obligation to, and will not, reimburse you for any Virtual Items lost due to your violation of these Terms, disruption, interruption, or discontinuance of the Service or Service downtimes related to the same. All Virtual Items are forfeited if your DGSC Account is terminated or suspended for any reason, in DGSC's sole and absolute discretion, or if DGSC discontinues providing the Service(s).

DGSC has no liability for a third-party hacking or loss of your Virtual Items. DGSC reserves the right, without prior notification, to limit the order quantity of any Virtual Items and/or to refuse to provide you with any Virtual Items.

You are responsible for all charges incurred, including applicable taxes, and all purchases made by you or anyone that uses your DGSC Account, including your family or friends. If you cancel your DGSC Account, DGSC reserves the right to collect any applicable fees, surcharges or costs incurred before cancellation.

DGSC reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions (including after an order was submitted and accepted) in any order, price, advertisement, promotion or giveaway.

9. REVIEWS, COMMUNICATIONS AND SUBMISSIONS

The Service may allow you and other users to chat or participate in blogs, message boards, online forums and other functionality and may provide you with the opportunity to create, submit, post, store, display, transmit, perform, publish, distribute or broadcast content and materials to DGSC and/or to or via the Service, including, without limitation, text, writings, photographs, graphics, comments, suggestions or personally identifiable information or other material (collectively "**User Content**"). Any User Content you transmit to DGSC or via the Services will be treated as non-confidential. Except for the license you grant below, as between you and DGSC, you retain all rights in and to your User Content, except for any DGSC Materials or other content contain in or derived from the Service(s) included in your User Content.

You shall be solely responsible for your own User Content and the consequence of submitting and publishing your User Content on the Service. You represent and warrant that your User Content, and our use of your User Content as permitted by these Terms, will not violate any rights of or cause injury to any person or entity.

You further affirm, represent and warrant that your User Content is wholly original to you and you exclusively own the rights to your User Content, including the right to grant all of the rights and licenses in these Terms without DGSC incurring any third-party obligations or liability arising out of its exercise of the rights thereto granted herein by you.

You grant to DGSC and its Affiliates, the unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, non-exclusive, fully sublicensable (through multiple tiers), transferrable, fully-paid and royalty-free right and license to host, use, copy, distribute, reproduce, disclose, sell, resell, sublicense, display, perform, transmit, publish, broadcast, modify, adapt, publish, translate, make derivative works from, retitle, reformat, translate, archive, store, cache or otherwise exploit in any manner whatsoever, all or any portion of your User Content, including any name,

likeness, voice, biography, or signature, to which you have contributed, for any purpose whatsoever, in any and all formats; on or through any and all media, software, formula or medium now known or later developed; and with any technology or devices now known or hereafter developed and to advertise, market and promote same without compensation to you.

DGSC has no obligation to accept, display, review, monitor, or maintain any User Content. We have the right to delete User Content from the Service without notice for any reason at any time. DGSC may move, reformat, edit, alter, distort, remove or refuse to exploit User Content without notice to you and without liability; provided, however, that DGSC reserves the right to treat User Content as content stored at the direction of users for which DGSC will not exercise editorial control except to enforce the rights of third parties and the Content Restrictions set forth below when violations are brought to DGSC's attention.

Although we have no obligation to screen, edit, or monitor User Content, we may (a) monitor any communications within the Services, including, without limitation, to ensure that appropriate standards of online conduct are being observed and (b) block, edit, delete, or remove any User Content at any time and for any reason with or without notice.

DGSC does not endorse or approve any User Content that you or other users post or communicate on or through any Service. DGSC does not assume any responsibility or liability for any content that is generated, posted, or communicated by any user on or through the Services.

10. POSTING ON OTHER WEBSITES

You are granted a limited revocable license to post an image of your personal avatar and/or screen shot from your DGSC Account within the Service and any other materials that DGSC specifically gives you notice may be posted on other websites, on your own personal website or on a third-party website that permits posting of content at the direction of users provided that such third-party website (an **"Authorized Web Site"**) (i) is not commercially competitive to DGSC, (ii) does not criticize or injure DGSC, (iii) does not obtain any rights to such content other than a non-exclusive license to post it at your direction, (iv) does not charge for access to such content or associated products, services or advertising with such content, and (v) where the link to such website resides, and all other locations to which such website links, comply with all applicable laws and do not in any way abuse, defame, stalk, threaten or violate the rights of privacy, publicity, intellectual property or other legal rights of others or, in any way, post, publish, distribute, disseminate or facilitate any inappropriate, infringing, defamatory, profane, indecent, obscene, illegal/unlawful or otherwise objectionable information, topic, name or other material. All of DGSC's rights and remedies are expressly reserved, and DGSC may revoke this limited license, in whole or in part, upon notice.

Without limitation, the following terms and conditions apply to your posting of a copy of your avatar and/or screen shots on an Authorized Web Site:

- You must display a prominent link to the Service's homepage in connection with any of your uses permitted hereunder, including, without limitation, in e-mails you are sending friends; and
- You agree to include, and not remove or alter, DGSC's trademark, copyright or other proprietary rights notices, as provided by DGSC on the Service and within e-mail page(s), when displaying an avatar or images from a DGSC game, and you agree to comply with usage guidelines that may be provided by DGSC from time to time. You agree that any and all goodwill that arises in connection with your use of DGSC's Trademarks inures exclusively to DGSC, and you agree not to challenge DGSC's ownership or control of any DGSC Trademarks, nor use or adopt any trademarks that might be confusingly similar to such DGSC Trademarks.

11. PROHIBITED CONTENT AND CONDUCT

You are solely responsible for your conduct while using the Services. You may not use the Services if you engage in, encourage, or promote any prohibited conduct or content. On a high level, that means you must not violate any applicable laws, contracts, intellectual property rights, or other third-party rights or cause, or threaten to cause, anyone else harm. Without limiting the generality of the policies and standards in these Terms, this means you may not post, transmit, promote, or distribute any User Content that:

- Is threatening, inciteful, deceptive, inappropriate, obscene, defamatory, crude, illegal, immoral or offensive;
- Contains a virus, corrupted data, malware, spyware, adware, or any other malicious, invasive harmful, disruptive, or destructive code or program;
- Is for a purpose other than personal communication, including without limitation advertising, promotional materials, chain letters, pyramid schemes, political campaigning, soliciting funds, mass mailings and sending "spam";
- Contains any private or personal information of a third party without that third party's consent;
- Acts as a passive or active information collection or transmission mechanism, including, without limitation, gifs, 1x1 pixels, web bugs, and other similar devices; or
- Violates these Terms or any local, state, federal, territorial, provincial, national, or international law, rule or regulation, or any additional rules of conduct set forth within an applicable Service.

Additionally, you may not:

- Engage in any harassing, threatening, intimidating, predatory or stalking conduct;
- Discuss, promote, or depict any form of child sexuality, abuse, exploitation, or related topics that may be harmful to or threaten the security of a child or minor;
- Impersonate another person, including by indicating that you are a DGSC employee or a representative of DGSC (if you are not);
- Attempt to obtain a password, other account information, or other private information from any other user of the Service(s), or a User on a Third-Party Platform;
- Disrupt the normal flow of dialogue, or otherwise act in a manner that negatively affects or disrupts other users;
- Use features of the Service(s) or Third-Party Platforms to access a Service for anything other than their intended purpose;
- Make use of any payment methods or refund systems to access, purchase or refund Services for fraudulent purposes, or without permission of the authorized owner, or otherwise concerning a criminal offense or other unlawful activity;
- Improperly use any Service game support functions or complaint buttons, such as by making false complaints or other reports to DGSC representatives;
- Use or launch any automated system, including, without limitation, any spider, bot, cheat utility, scraper or offline reader that accesses a Service, or any other unauthorized script or software that interacts with a Service;
- Modify, translate, reverse-engineer, reverse-compile or decompile, disassemble, or create derivative works from any part of the Service(s), including any Service(s) available on or through Third-Party Platforms, except to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
- Use a false e-mail address or otherwise disguise the source of any content that you submit within a Service or Third-Party Platform, such as by anonymizing your internet protocol address;
- Create a "username" or a "persona" in a Service or Third-Party Platform that uses your real name, that uses a username or persona that is already used by someone else or that includes materials DGSC determines are vulgar or offensive or violates someone else's rights;

- Interfere with or circumvent any Service security feature or any other feature that is intended to restrict or enforce limitations on use of or access to a Service, or any part thereof, including any Service available on or through any Third-Party Platforms;
- Sell, lease, loan, or rent any part of a Service, including, without limitation, any Virtual Items, DGSC Accounts and access to them, including any Service available on or through any Third-Party Platforms; or
- Engage in cheating, including, but not limited to, by using bots, hacks, add-ons, malware, scripts, or mods not expressly authorized by DGSC.
- Content standards may vary depending on where you are within a Service and the expectations of the relevant game community. You must always use good, respectful, and conservative judgment in interacting as part of any game play, and submitting any User Content, such as a review or post to any forums or message boards, within a Service.
- If you violate this Section 11, DGSC may take enforcement actions, including, without limitation, terminating, or suspending your DGSC Account in accordance with Section 18. Enforcement of this Section 11 is solely at DGSC's discretion, and failure to enforce this Section 11 in some instances does not constitute a waiver of our right to enforce it in other instances. In addition, this Section 11 does not create any private right of action on the part of any third party or any reasonable expectation that the Service(s) will not contain any content that is prohibited by such rules.

12. COMMERCIAL ACTIVITY AND UNSOLICITED E-MAIL

You may use the Service(s) for your own individual, personal, noncommercial use only. This means you may not use any portion of the Service(s) to collect information, including login names and information about other users, and use of such information to send unsolicited communications, or for any other purpose, is strictly prohibited. You may not advertise any goods or services on any Service, or otherwise exploit your participation on or through any Service for any commercial purpose.

13. REPORTING CONTENT

If you believe that anything within the Service(s) infringes any of intellectual property rights which you own or control, you may notify DGSC as set forth below.

With respect to copyright claims, in accordance with the Digital Millennium Copyright Act (“DMCA”) and other applicable laws, we have adopted a policy of removing, in appropriate circumstances and at our sole discretion, any content that appears to infringe the intellectual property rights of others. We may also at our sole discretion limit access to the Services and/or terminate the accounts of users who infringe the copyrights of others, whether or not there is any repeat infringement.

If you believe that any material on DGSC's websites or within its video game products infringes upon any copyright or other intellectual property right which you own or control, or that any link on a DGSC website or product directs users to another web site that contains material that infringes upon any intellectual property right which you own or control, you may file a notification of such infringement with our Designated Agent.

If you believe that anything on the Services infringes any copyright that you own or control, you may provide notice of your claim to our Designated Agent listed below. Please be aware that to be effective, your copyright infringement notification must comply with the Digital Millennium Copyright Act (“DMCA”). You are encouraged to review 17 U.S.C. § 512(c)(3) of the DMCA or consult with an attorney prior to sending a notice hereunder. To file a copyright infringement notice, you will need to send a written communication that includes the following to the Designated Agent listed below:

- a. Your name, address, telephone number, and email address;
- b. A description of the copyrighted work that you claim has been infringed;
- c. The exact URL or a description of where the alleged infringing material is located;

- d. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- e. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and
- f. A statement by you, under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Designated Agent: Digital Game Systems Corp. c/o United Corporate Services, Inc.

Address: 874 Walker Rd. Suite C, Dover, DE, 19904, USA

Email Address: support@digitalgamesystems.com

To report claims concerning other intellectual property you own, or other prohibited content or conduct within the Service(s), please use email us at support@digitalgamesystems.com.

Please note that if you knowingly misrepresent that any activity or material on the Service(s) is infringing, you may be liable to DGSC for certain costs and damages.

14. CORRECTIONS

DGSC reserves the right to revoke any stated offer and to correct any errors, inaccuracies, or omissions (including after an order was submitted and accepted) in any order, price, advertisement, promotion, or giveaway.

15. NON-WAIVER

The failure of DGSC to exercise or enforce our rights under these Terms does not operate as a waiver of such right or provision. Any waiver of our rights, including any waiver of any breach or default, must be in a writing signed by DGSC.

16. PROCESSING CREDIT AND DEBIT CARD PAYMENTS

Access to the Services, or to certain features of the Services such as certain Virtual Items, may require you to pay fees. DGSC may give you different payment options. We reserve the right to change our payment options at any time and for any reason.

We may offer you the ability to make recurring, periodic payments to certain Services ("**Subscription Services**"). You may activate, update, or cancel any recurring, periodic payments. If you purchase or update a Subscription Service, you authorize DGSC to periodically charge, on a going-forward basis and until cancellation of either the recurring payments or your DGSC Account, all accrued sums on or before the payment due date for the accrued sums. For a Subscription Service purchased using a Third-Party Platform, including through any Third-Party App Store, the applicable Third-Party Platform may charge you for the subscription fee and the Third-Party Platform's payment terms may apply. Please review the appropriate Third-Party Platform's payment terms for additional information prior to making such purchase.

Before you become obligated to pay any fees, you will have an opportunity to review and accept the fees that you will be charged. All fees are non-refundable, to the fullest extent permitted under applicable law. DGSC may change any or all of its fees (or impose new fees), including fees for the Subscription Services, upon notification to you of such changed or new fees. Such notification will be made reasonably in advance, and you may terminate any Subscriptions or other features of the Services subject to the price change if you do not agree with the change; however, and to the extent not prohibited under applicable law, you will be deemed to have accepted the changes and such changed or new fees will be applicable after the end of the notice period if you have not terminated the Subscription Service or other features of the Services subject to the price change. If you update or cancel any existing authorized one-time or recurring payment, it may take several business days for the update or cancellation to take effect.

DGSC or its payment processor will charge the payment method you specify at the time of purchase. When you provide credit card information or other information necessary to facilitate payment to us or our vendors, you represent to us that (a) the payment information you supply to us is accurate and complete, (b) you are an authorized

user of the payment method, (c) charges incurred by you will be honored by your financial institution, and (d) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any. You authorize DGSC or its payment processor to charge all sums as described in these Terms, for the Service(s) you select, to that payment method. If you pay any fees with a credit card, DGSC or its payment processor may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase. Fees processed on the Services may be processed outside the United States, and foreign transaction fees may apply if you are located outside the United States.

In the event it becomes necessary to collect on balances due, you will reimburse us and our vendors or agents for all expenses incurred to recover sums due, including attorneys' fees and other legal expenses. Credits or refunds, when issued directly by DGSC, will typically be made to the same method of payment and account used to place the order. Depending on where you reside and when your purchase was made, any taxes you paid on an order may not be included in a credit or refund issued directly by DGSC that you receive for the order.

For transactions made via a Third-Party Platform like a Third-Party App Store, such Third-Party Platform's refund policy may apply. Customers who completed a transaction through a Third-Party App Store or a Third-Party electronic wallet service, will need to contact the applicable Third-Party directly with any refund requests.

17. THIRD-PARTY LINKS, CONTENT, AND SERVICES

Any and all software, content, and services (including advertising) within the Service(s) that are not owned by DGSC are "**third-party content and services**." DGSC acts merely as an intermediary service provider of, and accepts no responsibility or liability for, third-party content and services.

In addition, and without limiting the generality of the foregoing, certain Services may include links to sites, such as social networking sites or payment sites, operated by third parties, including, without limitation, advertisers, payment providers and other content providers ("**Other Sites**"). We are not responsible for any Other Sites, and such a link does not mean we endorse or approve the Other Site or any information you obtain from it. To the extent permitted by law, we are not liable for any claim relating to any content, goods, and/or services offered by or obtained from any Other Sites.

Those Other Sites may collect data or solicit personal information from you. DGSC does not control such Other Sites, and you agree that DGSC is not responsible for the content, business practices or policies of Other Sites or third-party content and services, or for the collection, use, sharing, or disclosure of any information those Other Sites may collect. Any and all use of any Other Sites is at your sole risk, cost, and responsibility.

18. TERMINATION OF ANY DGSC ACCOUNT

You have the right to terminate any of your DGSC Account(s) at any time for any reason or no reason. DGSC reserves the right to terminate or suspend your DGSC Account(s) or to deny access to, and use of, the Service to any person, at any time for any reason or no reason, in our sole discretion and without notice or liability, to the fullest extent permitted by law. DGSC reserves the right to collect fees, surcharges or costs incurred before termination of your DGSC Account(s) or a particular Subscription. In the event that your DGSC Account is terminated, unless otherwise agreed by DGSC in writing, no refund will be granted, no online time or other credits (e.g., points in an online game) will be credited to you or converted to cash or other form of reimbursement, and you will have no further access to your DGSC Account(s) or anything associated with it (such as points, tokens or Virtual Items). If your DGSC Account is terminated, you will need to cancel any Subscriptions you enrolled in with a Third-Party App Store or other Third-Party Platform (as explained in Section 16). DGSC cannot cancel such Subscriptions on your behalf. Any delinquent or unpaid DGSC Accounts must be settled before DGSC may allow you to create any new or additional DGSC Accounts. All Virtual Items are unconditionally forfeited if your DGSC Account is terminated for any reason, including terminations in DGSC's sole discretion.

You may stop using the Service(s) and voluntarily delete or request we delete your DGSC Account at any time. You may delete your DGSC Account using the settings within the Service(s) or submit an online Customer Support message within the applicable Service to request deletion of your DGSC Account. Unless applicable law requires otherwise, DGSC is not required to provide refunds, benefits, or other compensation if you request deletion of your Account.

As noted above in Section 3, DGSC may, but is not obligated to, delete and/or terminate inactive accounts after at least 180 consecutive days of inactivity.

19. CHANGES TO THE SERVICE(S)

DGSC may change, modify, suspend, or discontinue any aspect of the Service(s) at any time, including removing items, or revising in-game items in an effort to improve the applicable Service. DGSC may also impose limits on certain features or restrict your access to parts or all of the Service(s) without notice or liability. Except as otherwise set forth herein, DGSC does not guarantee that any particular Service, or any particular features or components thereof, will be available at all times, at any given time, or in all countries and/or geographic locations, or that DGSC will continue to offer the Service(s), or all features or components thereof, for any particular length of time. Availability is subject to change at any time, although we will endeavor to use reasonable commercial efforts to provide you prior notice, unless the discontinuance arises from a matter that is beyond DGSC's control or causes the provision of such advance notice not to be possible or feasible.

20. OTHER LEGAL TERMS

You agree that these Terms are not intended to confer and do not confer any rights or remedies upon any third party. If any part of these Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. If any provision of these Terms is found to be illegal or unenforceable, these Terms will be deemed modified to the extent necessary to make them legal and enforceable, and will remain, as modified, in full force and effect. These Terms, including all terms and policies referenced herein, contain the entire understanding, and supersede all prior agreements, between you and DGSC relating to this subject matter, and cannot be changed or terminated orally.

21. DISPUTES WITH OTHER USERS

DGSC reserves the right, but has no obligation, to monitor and/or manage disputes between you and other users of the Service. If you have a dispute with any other user(s), you release DGSC and hereby agree to indemnify, defend and hold DGSC harmless from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such dispute.

22. DISCLAIMERS

YOU EXPRESSLY AGREE THAT USE OF THE SERVICE(S) AND THE INTERNET IS AT YOUR SOLE RISK. ALL SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS FOR YOUR USE, "WITH ALL FAULTS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER DGSC NOR ITS AFFILIATES, OR ANY OF THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, REPRESENTATIVES, ATTORNEYS, THIRD-PARTY CONTENT PROVIDERS, VENDORS, DISTRIBUTORS, LICENSEES OR LICENSORS (COLLECTIVELY, "DGSC PARTIES") WARRANT THAT THE SERVICE(S) WILL BE UNINTERRUPTED OR ERROR-FREE.

23. LIMITATIONS; WAIVERS OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, THE SERVICE(S) UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT, AND THE DGSC PARTIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICE(S) AND EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS AND LIABILITY EXCLUSIONS APPLY EVEN IF ANY REMEDY FAILS TO PROVIDE ADEQUATE RECOMPENSE.

THE LIMITATIONS SET FORTH IN THIS SECTION 23 WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD, OR INTENTIONAL MISCONDUCT OF DGSC OR THE OTHER DGSC PARTIES OR FOR ANY OTHER MATTERS IN WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. BECAUSE SOME STATES

OR JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATE OR JURISDICTIONS, THE DGSC PARTIES' LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

UNDER NO CIRCUMSTANCES WILL THE DGSC PARTIES BE LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU HAVE PAID DGSC IN THE NINETY (90) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM.

YOU FURTHER SPECIFICALLY ACKNOWLEDGE THAT THE DGSC PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD THE DGSC PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OF THE SERVICE AND OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF THE SERVICE AND EXTERNAL SITES AND OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. WITHOUT LIMITING THE FOREGOING, THE DGSC PARTIES ASSUME NO RESPONSIBILITY, AND WILL NOT BE LIABLE, FOR ANY DAMAGES RELATING TO OR CAUSED BY ANY VIRUSES, BUGS, HUMAN ACTION OR INACTION OF ANY COMPUTER SYSTEM, PHONE LINE, HARDWARE, SOFTWARE OR PROGRAM MALFUNCTIONS, OR ANY OTHER ERRORS, FAILURES OR DELAYS IN COMPUTER TRANSMISSIONS OR NETWORK CONNECTIONS ON ACCOUNT OF YOUR ACCESS TO OR USE OF THE SERVICE. THE DGSC PARTIES CANNOT AND DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED, OR SECURE ACCESS TO THE SERVICES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DGSC PARTIES SHALL NOT BE LIABLE FOR LOSS OR DAMAGE OF ANY KIND RESULTING FROM THE USE OR INABILITY TO USE DGSC'S CONTENT AND SERVICES, INCLUDING, BUT NOT LIMITED TO, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL COMMERCIAL DAMAGES OR LOSSES.

24. INDEMNIFICATION

To the fullest extent permitted by applicable law, you agree to indemnify and hold harmless, and at DGSC's request defend, DGSC and DGSC Parties, and their respective employees, contractors, officers, directors, shareholders, agents, representatives, vendors, and content providers, from and against all losses, liabilities, claims, demands, costs, and expenses ("**Claims**"), arising out of or related to (a) your use of the Service(s), (b) your unsolicited submissions, User Content or Feedback, (c) your breach or alleged breach of any term, condition, obligation, representation or warranty in these Terms, (d) your violation, misappropriation, or infringement of any rights of another (including intellectual property rights or privacy rights), or (e) your conduct in connection with the Service(s). You agree to promptly notify DGSC Parties of any third-party Claims, cooperate with DGSC Parties in defending such Claims, if requested by DGSC, and pay all fees, costs and expenses associated with defending such Claims (including attorneys' fees). Without limiting your indemnification obligations described herein, DGSC reserves the right to assume the exclusive control of the defense or settlement of Claims otherwise subject to indemnification by you. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and DGSC or the other DGSC Parties. You agree that the provisions in this Section will survive any termination of your DGSC Account(s) or the Service.

25. APPLICABLE LAW, LANGUAGE, JURISDICTION, AND VENUE

These Terms and the rights of the parties hereunder, including with respect to the use by You or by any third party of the Services and including all claims and disputes whether sounding in contract, tort, any statutory cause of action, or any other legal theory, shall be governed by and construed in accordance with the federal laws of the United States and laws of the State of Delaware except to the extent preempted by U.S. federal law, without regard to conflict or choice of law rules or principles (whether of Delaware or any other jurisdiction) that would cause the application of the laws of any other jurisdiction regardless of your location. Any dispute between you and DGSC arising from these Terms or your use of the Service(s) that is not subject to arbitration and cannot be heard in small claims court will be resolved in the state or federal courts of Delaware and the United States, respectively, sitting in New Castle County, Delaware. The parties irrevocably consent to the jurisdiction of such venues, and waive all defenses of lack of personal jurisdiction and *forum non conveniens* with respect to, venue and jurisdiction in the state and federal courts located in New Castle County, Delaware.

To the fullest extent permitted by law, the controlling language for these Terms is English.

26. WAIVER OF INJUNCTIVE RELIEF

You acknowledge that the rights granted and obligations set forth in these Terms and made by you are of a unique and irreplaceable nature, the loss of which shall irreparably harm DGSC and which cannot be replaced by monetary damages alone so that DGSC shall be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety) in the event of any breach or anticipatory breach by you. You irrevocably waive all rights to seek injunctive or other equitable relief and agree to limit your claims to claims for monetary damages (if any).

27. DISPUTE RESOLUTION; BINDING ARBITRATION

PLEASE READ THIS SECTION 27 CAREFULLY, BECAUSE IT REQUIRES ARBITRATION OF CERTAIN DISPUTES WITH DGSC AND IT LIMITS THE MANNER IN WHICH RELIEF CAN BE SOUGHT FROM US, UNLESS YOU OPT OUT OF ARBITRATION BY FOLLOWING THE INSTRUCTIONS SET FORTH BELOW. THIS SECTION PRECLUDES YOU FROM BRINGING ANY CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTIONS AGAINST DGSC, INCLUDING ANY ACTION PURSUANT TO ANY STATUTE THAT ALLOWS RECOVERY ON BEHALF OF, FOR THE BENEFIT OF, OR OF AMOUNTS LOST OR SPENT BY OTHER INDIVIDUALS (INCLUDING IN A PRIVATE ATTORNEY GENERAL CAPACITY). UNLESS THE MASS ARBITRATION PROVISIONS SET FORTH IN SECTION 27(e) APPLY, ALL ARBITRATIONS (AND LITIGATION, WHERE ALLOWED) SHALL PROCEED SOLELY ON AN INDIVIDUAL BASIS. IN ADDITION, ARBITRATION PRECLUDES YOU FROM SUING IN COURT OR HAVING A JURY TRIAL.

WHETHER TO AGREE TO ARBITRATION IS AN IMPORTANT DECISION. IT IS YOUR DECISION TO MAKE AND YOU SHOULD NOT RELY SOLELY ON THE INFORMATION PROVIDED IN THIS AGREEMENT, AS IT IS NOT INTENDED TO CONTAIN A COMPLETE EXPLANATION OF THE CONSEQUENCES OF ARBITRATION. YOU SHOULD TAKE REASONABLE STEPS TO CONDUCT FURTHER RESEARCH AND TO CONSULT WITH OTHERS REGARDING THE CONSEQUENCES OF YOUR DECISION.

Most of your concerns can be resolved quickly and satisfactorily by contacting DGSC customer support. Customer support can be reached via email at support@digitalgamesystems.com. We encourage you to try DGSC customer support before beginning any formal dispute procedures, but you are not required to.

a. **Scope of Arbitration.** All past, present, and future disputes, claims, or controversies (except those listed below) arising out of or relating to these Terms, any Service, the use of any Service by You or any third party, any applicable additional or supplemental rules or guidelines provided within a game on the Service, or the relationship between the parties, or breach thereof, including disputes with respect to whether the subject matter of any controversy or claim is within the scope of these Terms, except for (i) claims regarding the infringement, protection or validity of either party or its licensors' trade secrets, copyright, trademark, or patent rights; (ii) claims by residents of Australia to enforce a statutory consumer right under Australian consumer law; and (iii) claims brought in small claims court in the county of your billing address (collectively, **"Disputes"**, and each a **"Dispute"**) shall be determined exclusively by binding individual arbitration. Any question about the arbitrability of any Dispute shall be determined by the arbitrators. **The parties waive their rights to a jury trial and to have any Disputes resolved in court.**

b. **Informal Negotiations.** The parties shall first attempt to resolve any Dispute informally for at least 60 days before initiating arbitration. The informal negotiations begin upon the sending of a properly addressed written notice from one party to the other ("**Notice of Dispute**"). The Notice of Dispute must: (i) include the full name and contact information of the complaining party; (ii) additional information to positively identify the complaining party and their DGSC Account(s), including email address used to establish the DGSC Account(s), Friend Code(s), player identification, and device ID; (iii) describe the nature and basis of the claim or Dispute; and (iii) set forth the specific relief sought. DGSC will send its Notice of Dispute to your billing or email address. The Notice of Dispute to DGSC shall be sent to: Digital Game Systems Corporation, c/o United Corporate Services, Inc., 874 Walker St. Suite C, Dover, DE, 19904, USA. The amount of any settlement offer made by any party may not be disclosed to the arbitrators until after the arbitrators have determined the amount of the award, if any, to which either party is entitled.

c. **Location of Arbitration and Applicable Rules.** The parties agree that any Disputes not resolved through informal negotiations will be finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. The parties agree that such arbitration shall occur in New Castle County, Delaware unless you are a consumer, in which case you may elect to hold the arbitration in your county of residence. For purposes of this Section 27 only, a "consumer" means a person using the

Service for personal, noncommercial purposes. The parties agree that Disputes will be held in accordance with the JAMS Comprehensive Arbitration Rules and Procedures ("**JAMS Rules**"). For in-person arbitration proceedings, either party may request to appear in such proceedings telephonically. Unless the parties agree otherwise, such arbitration shall be conducted by a panel of three arbitrators in accordance with the JAMS Rules, as modified by these Terms. Unless the parties agree otherwise, within 30 days after the commencement of arbitration, each party shall select one person, who must be a retired federal judge and a member of the JAMS panel of neutrals, to act as arbitrator, and the two so selected shall select a third arbitrator within 60 days of the commencement of the arbitration. The third arbitrator preferably will be, but is not required to be, a retired federal judge who is a member of the JAMS panel of neutrals. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator within the allotted time, the third arbitrator shall be appointed by JAMS in accordance with its rules. All arbitrators shall serve as neutral, independent, and impartial arbitrators.

- d. **Authority of Arbitrators.** The parties agree that these Terms affect interstate commerce and that the enforceability of this Section 27 will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq. (the "**FAA**"), to the maximum extent permitted by applicable law. As limited by the FAA, these Terms and the JAMS Rules, the arbitrators will have exclusive authority to make all procedural and substantive decisions regarding any Dispute and to grant any remedy that would otherwise be available in court, including the power to determine the question of arbitrability. The arbitrators may consider, but will not be bound by, rulings in other arbitrations where you and DGSC were not both parties. Subject to Section 27(e), the arbitrators may conduct only an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual, unless all involved parties consent to such consolidation.
- e. **Mass Arbitrations.** For mass arbitrations (which are defined as 25 or more similar demands for arbitration filed against the same party or related parties by individual claimants represented by either the same law firm or law firms acting in coordination), the JAMS Mass Arbitration Procedures and Guidelines ("**JAMS Mass Arbitration Rules**") shall apply. In such proceedings, the parties agree that, notwithstanding any other provisions of these Terms, the Process Administrator (as described in the JAMS Mass Arbitration Rules) and the arbitrators shall have the authority to implement the procedures set forth in the JAMS Mass Arbitration Rules, including the authority to batch together individual arbitration demands into a single coordinated proceeding. All provisions of this Section 27 that are not in conflict with the JAMS Mass Arbitration Rules, including the qualifications for the arbitrators, shall continue to apply.
- f. **Confidentiality.** You, DGSC and the arbitrators shall maintain the confidential nature of the arbitration proceedings and the arbitration award, including the arbitration hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. The arbitrators will have the authority to make appropriate rulings to safeguard confidentiality unless the law provides to the contrary.
- g. **Allocation of Arbitration Fees.** If you assert a Dispute as a consumer, you will only be required to pay arbitration fees of \$250 of the fees charged by JAMS in connection with any arbitration under this Section, and DGSC will bear all other costs charged by JAMS or the arbitrators, including any remaining JAMS Case Management Fee and all professional fees for the arbitrators' services. You will still be responsible for paying your own attorneys' fees.
- h. **STATUTE OF LIMITATIONS.** ANY DISPUTE MUST BE FILED WITHIN ONE (1) YEAR AFTER THE RELEVANT CLAIM AROSE; OTHERWISE, THE DISPUTE IS PERMANENTLY BARRED, WHICH MEANS THAT THE PARTIES WILL NOT HAVE THE RIGHT TO ASSERT THE CLAIM.
- i. **WAIVER OF CLASS RELIEF.** SUBJECT TO SECTION 27(E), ALL ARBITRATIONS AND LITIGATION SHALL PROCEED SOLELY ON AN INDIVIDUAL BASIS. WHETHER THE DISPUTE IS HEARD IN ARBITRATION OR IN COURT, YOU AGREE THAT YOU AND DGSC WILL NOT COMMENCE AGAINST THE OTHER A CLASS ACTION, CLASS ARBITRATION, OTHER REPRESENTATIVE ACTION OR PROCEEDING, OR ANY ACTION PURSUANT TO ANY STATUTE THAT ALLOWS RECOVERY ON BEHALF OF, FOR THE BENEFIT OF, OR OF AMOUNTS LOST OR SPENT

BY OTHER INDIVIDUALS (INCLUDING IN A PRIVATE ATTORNEY GENERAL CAPACITY). YOU AND DGSC ARE EACH WAIVING RESPECTIVE RIGHTS TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY PAST, PENDING, OR FUTURE CLASS ACTION OR ANY OTHER CONSOLIDATED OR REPRESENTATIVE PROCEEDING.

- j. **Procedure to Opt Out.** You may opt out of the binding arbitration requirement in these Terms by sending written notice via U.S. Mail, or by any nationally recognized delivery service (e.g., UPS, Federal Express) to DGSC. **For your opt out to be effective, you must send such notice within thirty (30) days of your acceptance of these Terms.** You must personally hand-sign and date the notice, and include in it your name, email address(es) connected to your DGSC Account(s) (if you have a DGSC Account), address, and any other information to positively identify you and your DGSC Account(s), including Friend Code(s), player identification, or device ID, and a clear statement that you do not wish to resolve disputes with DGSC through the arbitration provisions in these Terms. By opting out, you are agreeing to resolve Disputes in accordance with any binding arbitration agreements in the most recent previous version of the Terms that you agreed to without opting out, the remainder of this Section 27 in these Terms (including, for the avoidance of doubt, the waiver of class relief and any other relief other than individual relief), and all other relevant provisions of these Terms (including Section 25).
- k. If any portion of this Section 27 is determined by a court to be unenforceable or invalid for any reason, (i) the unenforceable or invalid provision shall be severed from these Terms; (ii) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of this Section 27 or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this Section 27; and (iii) to the extent that any claims must proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Section 27 is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this Section 27 will be enforceable.

28. CALIFORNIA NOTICE

Under California Civil Code Section 1789.3, California consumers are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite N-112, Sacramento, California 95834, or by telephone at 1 (800) 952-5210.

GLOBAL ADDENDUM

IF YOU ARE A RESIDENT OF NEW ZEALAND OR AUSTRALIA, SECTION 23 OF THE TERMS OF SERVICE DOES NOT EXCLUDE, RESTRICT OR MODIFY THE APPLICATION OF ANY RIGHT OR REMEDY THAT CANNOT BE SO EXCLUDED, RESTRICTED OR MODIFIED INCLUDING THOSE CONFERRED BY THE NEW ZEALAND CONSUMER GUARANTEES ACT 1993 AND THE AUSTRALIAN CONSUMER LAW (COMPETITION AND CONSUMER ACT 2010). UNDER THESE ACTS ARE GUARANTEES WHICH INCLUDE THAT GOODS AND SERVICES ARE OF ACCEPTABLE QUALITY. IF THESE GUARANTEES ARE NOT MET, THERE ARE ENTITLEMENTS TO HAVE THE SOFTWARE REMEDIED (WHICH MAY INCLUDE REPAIR, REPLACEMENT OR REFUND). IF A REMEDY CANNOT BE PROVIDED OR THE FAILURE IS OF A SUBSTANTIAL CHARACTER, THE ACTS PROVIDE FOR A REFUND.

The following special provisions apply if you live in a country located in the European Economic Area, Switzerland, or United Kingdom.

1. ADDITIONAL TERMS AND AMENDMENTS

Notwithstanding anything in the "Additional Terms and Amendments" section of the Terms (Section 2 above), you are only subject to Supplemental Terms that you have expressly agreed to. This includes any Supplemental Terms that are listed in the Terms and any Supplemental Terms that you agree to through the Services.

When we materially change or modify the Terms and any Supplemental Terms, we will provide you with reasonable advance notice of the changes and the opportunity to review the changes, except (a) when the changes are beneficial to you; (b) when the changes only address a new service or feature being launched; or (c) when the changes are to

address an urgent situation, such as preventing ongoing abuse or responding to legal requirements. If you do not agree to the new terms, you should stop using Services and, if you have one, close your DGSC Account.

DGSC reserves the right to limit, suspend, modify, delete or discontinue the Service(s) or to change the content of the Service(s) in any way and at any time, with or without notice to you, without liability and without any obligation to compensate you for any losses.

2. USER CONTENT

Notwithstanding anything in the “Reviews, Communications and Submissions” section of the Terms of Service (Section 9 above), the license you grant DGSC to your User Content only lasts for as long as your User Content is protected by intellectual property rights.

3. TERMINATION OF ANY DGSC ACCOUNT

Notwithstanding anything in the “Termination of Any DGSC Account” section of the Terms of Service (Section 18 above), we will only terminate your DGSC Account or your access to and use of other Services for good cause. There is good cause if, taking into account all the circumstances of the specific case and weighing the interests of both parties, we cannot reasonably be expected to continue the contractual relationship, such as if you materially or repeatedly breach these Terms. We may also suspend your DGSC Account and access to our Services for a period of up to ninety (90) days while we investigate suspected misconduct if the misconduct would qualify as good cause and we reasonably believe that misconduct may have occurred.

4. LEGAL GUARANTEES (SWITZERLAND AND UNITED KINGDOM ONLY)

If you live in Switzerland or the United Kingdom, this Section applies to you. The Services will be provided using a commercially reasonable level of care and skill. Other than as expressly stated in these Terms, DGSC does not make any commitments about the reliability of the Services or the ability of the Services to meet your needs and disclaims all other warranties.

5. LEGAL GUARANTEES (EEA ONLY)

If you live in the European Economic Area, this Section applies to you. Consumer laws where you live provide that DGSC is liable to you for supplying digital content and services that comply with any contract you have with DGSC and with the objective and subjective criteria set out by the law. Under these consumer laws, DGSC is liable for any lack of conformity that you discover:

- Within two years for digital goods that DGSC supplies to you on a one-off basis;
- At any time for digital content or services that DGSC supplies to you on a continuous basis; or
- During any longer guarantee period provided by the laws of the country where you live.

DGSC will not, however, be liable for the non-conformity if DGSC can demonstrate that the lack of conformity is directly attributable to the incompatibility between the digital content or service and your digital environment and that you had been informed by DGSC of the technical compatibility requirements of that content or service before the conclusion of the contract. You are required to cooperate with DGSC, to the extent reasonably possible, necessary, and least intrusive for you, to determine whether the lack of conformity is caused by that incompatibility. If you want to make a guarantee claim, please contact us at the address provided in Section 13 of the Terms of Service.

6. MODIFICATIONS TO THE DGSC SERVICES (EEA ONLY)

If you live in the European Economic Area, this Section applies to you. DGSC may modify and adapt the Service(s) and functionality beyond what is necessary to maintain the contractual conformity of the Service(s) (a “**Modification**”), for reasons such as (a) to implement changed legal requirements or case law, (b) to implement changed technical requirements such as a new technical environment or for other operational reasons, in particular to make necessary enhancements for the safety of users or other third parties, (c) to adapt to changed market conditions such as increased user numbers or significant changes of specific and verifiable open market costs, (d)

due to changes in licenses we hold from third parties or other third party compliance requirements, and (e) for your benefit or to your advantage.

If such a Modification negatively impacts your access to or use of a Service and such negative impact is more than minor, ("**Negative Modification**"), DGSC will provide you with reasonable advance notice of the Negative Modification ("**Modification Notice**"), except in urgent situations such as a modification to prevent abuse, to respond to legal requirements, or to address security or operability issues. The Modification Notice will include information on what the modification is, when the modification will take place, and your right to end your contract with us.

In the event of a Negative Modification, you have the right to terminate the agreement related to the respective Service free of charge with a notice period of 30 days. The 30-day period begins with your receipt of the Modification Notice. If the Negative Modification is made after you receive the Modification Notice, the period shall begin to run only from the date of the Negative Modification. The termination of the agreement is excluded if DGSC enables you to maintain access and use of the Services without the Negative Modification and without additional costs. Even after termination, Sections 2, 3, 4, 6-12, 14-19, and 22-27 of the Terms of Service, each as may be modified by the Global Addendum, will stay in effect.

7. LIMITATIONS OF LIABILITY

Notwithstanding anything in the "Limitations' Waivers of Liability" section of the Terms of Service (Section 23 above), nothing in the Terms will limit DGSC's liability for damages resulting from injury to life, body, or health that are based on an intentional or negligent breach of duty by DGSC or its vicarious agents or for damages based on an intentional breach of duty or grossly negligent breach of duty by DGSC or its vicarious agents.

For all other damages, DGSC is only liable for its simple negligent violation of essential contractual obligations and such liability shall be limited to the damage foreseeable and typical for the contract at the time of conclusion of this Terms. To be clear, essential contractual obligations are those whose fulfillment characterizes the contract and on which the user may rely. Otherwise, liability is excluded.

Insofar as the liability of DGSC is limited or excluded, the limitations or exclusions shall also apply to the personal liability of any and all DGSC employees, legal representatives and vicarious agents.

The limitations and exclusions of liability according to this Section do not affect the liability of DGSC according to the mandatory legal provisions of product liability acts in the countries where users are located. For users located in Germany, this includes liability due to the fraudulent concealment of a defect as well as the assumption of a guarantee for the quality of an item under the Product Liability Act.

8. CORRECTIONS

DGSC exercises reasonable care to ensure that the price it lists for Services are correct. However, errors may occur. If we accept and process an order for a Service where a pricing error was obvious and unmistakable and could reasonably have been recognized by you as a mispricing, we may end the contract and refund you any sums you have paid.

9. DISPUTE RESOLUTION

These Terms and your access to and use of the Service(s) will be governed by and construed and enforced in accordance with the laws of the country where you live, and the application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. In the event you bring legal proceedings in respect of these Terms in the courts of the country where you live, you will benefit from any mandatory provisions of the law of the jurisdiction in which you are a resident. Nothing in these Terms affects your rights as a consumer to rely on mandatory provisions of the jurisdiction in which you are a resident.

We prefer to solve your requests directly with you and therefore, unless otherwise agreed to by DGSC in writing, we do not participate in alternative consumer dispute resolution proceedings. If you would like to bring a matter to our attention, please contact us.

10. RIGHT OF WITHDRAWAL

Statutory withdrawal right: Notwithstanding any references to limited refund policies in the Terms, if you purchase a Service (such as a Paid Virtual Item) for your own personal (non-commercial) use directly from DGSC, you have the right to withdraw from the transaction within fourteen (14) days from the date of the transaction as long as none of the exceptions explained below apply.

Withdrawal procedure: To exercise the right of withdrawal, you must inform DGSC of the decision to withdraw by providing written notice to Customer Service of your desire to withdrawal. Customer Service can be reached via email at support@digitalgamesystems.com, The following sample withdrawal form can (but does not have to) be used:

Cancellation form

To [game name] Customer Service:

I/We [] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/the supply of the following service [*],*

Ordered on [/received on [*],*

Name of customer(s),

Customer ID and/or email associated with account

Address of customer(s)

Signature of customer(s) (only if this form is notified on paper),

Date

[] Delete as appropriate*

Effects of withdrawal: If you withdraw from a transaction made directly with DGSC, we will reimburse you for all payments we have received from you within fourteen (14) days after receiving your withdrawal notice. Reimbursements may be limited, however, if you have lost your right to complete withdrawal from a contract (as explained below). For this reimbursement, we will typically use the same means of payment that you used for the original transaction, unless we have expressly agreed otherwise with you.

Losing your withdrawal right: You will lose your withdrawal right under the following circumstances:

- When the contract is for a Service that is digital content, such as a game or software, not supplied on a tangible medium and you expressly agree to have DGSC supply the digital content to you before the end of the withdrawal period. In such cases you lose your right of withdrawal and will not be entitled to any reimbursements.
- When the contract is for a Service that is a digital service and you expressly agree to have DGSC supply the digital content to you before the end of the withdrawal period. In such cases you may only exercise your withdrawal right with regard to any part of the services not yet performed, meaning that the refund you receive after withdrawing will be prorated based on the proportion of the services already provided by the time you notify us of your decision to withdraw.

Transactions with third parties: DGSC is unable to refund transactions made via a distribution platform like the Apple App Store or Google Play. The Third-Party App Store's refund policy will apply to such transactions, and customers who completed a transaction through a Third-Party App Store will need to contact the Third-Party App Store directly with any refund requests.