July 18, 2013

IMPORTANT NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN SECTION 21

PRODUCT LICENSE AND SERVICE AGREEMENT (the "Agreement")

You agree that your use of this Activision software, including without limitation website, application for mobile phone or tablet ("App"), account ("Account"), peripheral, service or other property (including any Service and/or Service Provided Content (as defined below)) operated and provided to you by Activision including any patches, updates, and downloadable content, (collectively "Product" or "Products") which posts, links to, or otherwise incorporates this Agreement, shall be subject to the terms of this Agreement.

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If you do not agree with or wish to accept the terms of either this Agreement or the Privacy Policy then please do not purchase, download or use the Product.

If you have already purchased the Product in CD-ROM or DVD format and do not agree with or wish to accept the terms of either this Agreement or the Privacy Policy then you must return the unopened box containing the CD-ROM or DVD together with proof of purchase within 30 days of the date of purchase in order to request a refund and you agree that this shall be the sole remedy available to you. Please visit support.activision.com or call (310) 255-2050 (USA only) for details.

By using this Product you agree to be bound by this Agreement and the Privacy Policy and represent you satisfy all of the eligibility requirements below.

LIMITED DISC WARRANTY AND LIMITED PERIPHERAL WARRANTY

Separate from and in addition to the PRODUCT WARRANTY DISCLAIMER below, Activision warrants to the original consumer purchaser of a Product in CD-ROM or DVD format that the CD-ROM or DVD on which the Product is recorded will be free from defects in material and workmanship for 90 days ("Limited Disc Warranty"), and any peripherals ("Peripherals") will be free from defects in material or workmanship for 180 days ("Limited Peripherals Warranty"), from the date of purchase. The remedy contained in the Limited Disc Warranty and Limited Peripheral Warranty is the purchaser's sole, exclusive remedy in respect of such defects, and is in lieu of all other express warranties. Any implied warranties on the CD-ROM/DVD or Peripheral prescribed by statute, including but not limited to an implied warranty of merchantability or fitness for a particular purpose, are expressly limited in duration to the 90/180 day period described above. For consumer purchases made outside the U.S., consumers may have different or additional rights depending on the laws of the country of purchase. Activision reserves the right to modify this Limited Disc Warranty and/or Limited Peripheral Warranty prospectively at any time and from time to time in our sole discretion.

If the CD-ROM or DVD is found defective within 90 days, or the material and workmanship of the Peripheral is found defective within 180 days, of original purchase, return to the place of purchase or contact Activision Customer Support, with receipt/proof of purchase for refund or replacement. In the event that the Peripheral is no longer available, Activision retains the right to substitute a similar product of equal or greater value. Any replacement Peripheral will be new or refurbished or serviceably used, at Activision's option, and comparable in function and performance to the original Peripheral.

This Limited Disc Warranty and Limited Peripheral Warranty is not applicable to normal wear and tear, and shall not be applicable and shall be void if the defect has arisen through abuse, mistreatment, or neglect. Depending on the Product, additional information relating to limited warranties in certain Products may be found in the Product itself and/or accompanying documentation (if any).

LIMITED DISC WARRANTY AND LIMITED PERIPHERAL WARRANTY REPLACEMENTS

For all Limited Disc Warranty and Limited Peripheral Warranty replacements, please contact Customer Support to help determine if a replacement is necessary. **No returns will be issued unless you have contacted Activision Customer Support first and follow the Return Material Authorization process.** Alternatively, you may also attempt to return the product to the store of purchase along with your receipt/proof of purchase. Some stores will accept returns of defective products. Otherwise, please contact customer support by phone, or follow the instructions at support.activision.com. You will find the most up-to-date contact information and opening hours for your country and language on this website.

Telephone

USA: (310) 255-2050
Australia: 1300 748 995
New Zealand: 0800 160 110
For EU and other countries please check support.activision.com

Customer Support will help you determine if a replacement is necessary. If a replacement is appropriate we will instruct you on the Return Material Authorization ("RMA") process. As part of the RMA process you may be asked to send: (1) the CD-ROM/DVD (not including manual or case) sent only in protective packaging; (2) the peripheral; (3) photocopy of your dated sales receipt; (4) your name and return address typed or clearly printed; (5) a brief note describing the defect, the problem(s) you are encountering, and the system on which you are running the software; and (6) the incident number given to you by Customer Support. Please note that for some countries you

may be required to also send a cheque or money order per warranty replacement claim. In the event that your claim is determined to be a valid you may be entitled to a refund of this amount.

Unless otherwise directed by Customer Support, please send RMA replacements (certified mail recommended) to:

USA: Limited Disc/Peripheral Warranty Replacements
Activision Publishing, Inc.
100 N. Sepulveda Blvd. Suite 900
El Segundo, CA 90245

Australia: Limited Disc/Peripheral Warranty Replacements
Activision Blizzard Australia Pty Ltd,
PO Box 6711
St Kilda Road Central
Melbourne VIC 8008
Australia

For EU and other countries please check support.activision.com

PRODUCT WARRANTY DISCLAIMER

OTHER THAN AS SET FORTH ABOVE WITH REGARD TO THE LIMITED DISC AND PERIPHERIAL WARRANTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCT IS PROVIDED "AS IS" AND ACTIVISION DOES NOT WARRANT THAT THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT THE PRODUCT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ALL OF THE PRODUCT CONTENT WILL BE ACCURATE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ACTIVISION EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE, AND NON-INFRINGEMENT.

LIMITATION OF LIABILITY

A. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER ACTIVISION NOR ITS PARENT, SUBSIDIARIES, LICENSORS OR AFFILIATES SHALL BE LIABLE IN ANY WAY FOR DAMAGE OR LOSS OF ANY KIND RESULTING FROM (A) THE USE OF OR INABILITY TO USE THE PRODUCT INCLUDING WITHOUT LIMITATION LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION; (B) THE LOSS OR DAMAGE TO CHARACTERS, ACCOUNTS, STATISTICS, INVENTORIES, VIRTUAL GOODS, OR USER PROFILE INFORMATION; OR (C) INTERRUPTIONS OF SERVICE INCLUDING WITHOUT LIMITATION ISP DISRUPTIONS, SOFTWARE OR HARDWARE FAILURES, FAILURES OF ANY THIRD PARTY BILLING SOLUTIONS OR OTHER SERVICES, OR ANY OTHER EVENT WHICH MAY RESULT IN A LOSS OF DATA OR DISRUPTION OF SERVICE. IN NO EVENT WILL ACTIVISION BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, REMOTE, SPECULATIVE, PUNITIVE OR CONSEQUENTIAL DAMAGES.

B. IN NO CASE SHALL ACTIVISION'S LIABILITY EXCEED THE AMOUNT THAT YOU PAID TO US DURING THE TWELVE (12) MONTHS PRIOR TO THE TIME YOUR CAUSE OF ACTION AROSE OR THE PURCHASE PRICE OF THE PRODUCT WHICHEVER IS GREATER.

C. **IMPORTANT INFORMATION RELATING TO THE LIMITED DISC WARRANTY, LIMITED PERIPHERAL WARRANTY, PRODUCT WARRANTY DISCLAIMER, AND LIMITATION OF LIABILITY:** BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF CERTAIN WARRANTIES OR THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, OR OTHER TYPES OF DAMAGES, IN SUCH

STATES OR JURISDICTIONS, YOU MAY HAVE DIFFERENT OR ADDITIONAL RIGHTS ACCORDING TO THE APPLICABLE LAWS OF THE COUNTRY FROM WHICH YOU VALIDLY ACQUIRED AND USE THE PRODUCT AND IN WHICH CASE THE LIABILITY OF ACTIVISION AND ITS AFFILIATES SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Member States of the European Union: Subject to Section 23, Activision shall be liable in accordance with statutory law in cases of its (a) intentional misconduct; (b) gross negligence; or (c) breach of applicable Product Liability Acts. Without limiting the foregoing, Activision may only be liable for modest levels of negligence in cases of a breach of a "material" contractual obligation under the Agreement, the breach of which would jeopardize the purpose of the Agreement. In such circumstances, Activision's liability will be limited to typical and foreseeable damages; in other circumstances Activision shall not be liable for acts of modest negligence. **NOTHING SHALL EXCLUDE ACTIVISION'S LIABILITY FOR DEATH OR PERSONAL INJURY AS A RESULT OF ITS NEGLIGENCE.**

Australia: you have certain statutory guarantees under Australian Consumer Law and nothing in the Agreement is intended to affect those rights. Products that you have purchased come with guarantees that cannot be excluded under Australian Consumer Law; you are entitled to a refund for a major failure and compensation for any other reasonably foreseeable loss or damage; you are also entitled to have goods repaired or replaced if goods fail to be of acceptable quality and the failure does not amount to a major failure. The provisions of the Limitation of Liability clause above apply only to the extent permitted by the Competition and Consumer Act 2010 (Cth).

1 ELIGIBILITY

1.1 In order to use certain Products and Services and create Accounts you may be required to:

- meet minimum age requirements
- agree to Third Party Terms – see Section 14
- open an Account operated and provided by Activision – see Section 3 and 8

1.2 Subject to any applicable age ratings or other restrictions, you may use this Product and establish any Account only in compliance with any applicable Third Party Terms and if you (a) are 18 years of age or over and a "natural person" in your country of residence and have read and accept the terms of this Agreement and Activision's Privacy Policy, or (b) you are a parent or guardian and have read and accept the terms of this Agreement and Activision's Privacy Policy on your behalf and on behalf of your child if under 18 years of age. By using the Product you affirm compliance with this section and we rely on such affirmation. Corporations, limited liability companies, partnerships, and other legal or business entities may not establish an Account. Individuals prohibited by Activision from using the Product may not create or use an Account, and doing so may result in severe civil and criminal penalties. By accepting this Agreement, you hereby represent and warrant that you meet these eligibility requirements.

1.3 Activision recommends that parents and guardians familiarize themselves with parental controls available on Devices (as defined below) they provide to their child and supervise their child when on Xbox LIVE. Use of Xbox LIVE functionality of any Products by children under the age of 13 is not intended without adult supervision.

2 LICENSE

2.1 Activision grants you a personal, limited, non-exclusive license to use the Product for your non-commercial use. To the fullest extent permitted by applicable law, this license granted to use the Product is non-transferable. You may not rent, lease, lend, sell, redistribute or sublicense the Product. You may not copy, other than one (1) copy for your own personal back-up purposes (except as expressly permitted by this license and any other applicable terms, conditions, or usage rules), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Product, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the licensed application). You may not remove or alter Activision's or its licensors' trademarks or logos, or legal notices included in the Product or related assets. Any attempt to use the Product in breach of the terms of this Agreement is a violation of the rights of Activision and its licensors. If you breach the terms of this Agreement, you may be subject to prosecution and damages. The terms of this Agreement will govern any upgrades provided by Activision that replace and/or supplement the Product, unless such upgrade is accompanied by a separate (and/or updated) agreement, in which case the terms of that agreement will govern.

2.2 If the Product is an App then unless expressly authorized by Activision in writing

- installation and use is restricted to an authorised Device; and
- you are prohibited from making a copy of the App available on a network where it could be used or downloaded by multiple users.

2.3 The license rights granted to you herein are also subject to the limitations set forth below. Any use of the Product in violation of these limitations is a material breach of the Agreement, subjects you to immediate revocation of your license, and will be regarded as an infringement of Activision's copyrights and other rights in and to the Product. You agree that you will not, under any circumstances:

A. use, develop, host or distribute cheats, automation software (bots), modded lobbies, hacks, mods or any other unauthorized third-party software in connection with the Product, or engage in any form of cheating, boosting, or booting in order to gain (or allow others to gain) advantage through the use of the Product;

B. exploit or reverse engineer the Product (or any of its parts), for any commercial purpose, including without limitation (a) to enable use at a cyber cafe, computer gaming center or any other location-based site without the express written consent of Activision; (b) for gathering in-game currency, items or resources for sale outside the Product; (c) performing in-game services in exchange for payment outside the Product, e.g., power-leveling; or (d) the sale of accounts, log-in information, in game virtual goods and currency, or other Product materials, access, or rights;

C. use any unauthorized third-party software that intercepts, "mines", or otherwise collects information from or through the Product;

D. except as authorized by Activision in writing, host, provide or develop matchmaking services for the Product, or intercept, emulate or redirect the communication protocols used by Activision in any way, for any purpose, including without limitation unauthorized play over the internet, network play, or as part of content aggregation networks;

E. facilitate, create or maintain any unauthorized connection to the Product, including without

limitation (a) any connection to any unauthorized server that emulates, or attempts to emulate, the Product; and (b) any connection using programs or tools not expressly approved by Activision in writing;

F. violate any applicable law or regulation in connection with your use of Product;

G. disrupt or assist in the disruption of: (a) any computer, device or server used to support the Product; or (b) any other player's use of a Product. ANY ATTEMPT BY YOU TO DISRUPT THE PRODUCT OR UNDERMINE ITS LEGITIMATE OPERATION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS;

H. interfere or attempt to interfere with the operation of the Product in any way through any means or device, including without limitation launching a denial of service attack, spamming, hacking, or uploading computer viruses or time bombs; or

I. reproduce, distribute, display, transfer, or use any part of the Product except as expressly authorized by Activision.

3 SERVICES

Separate from any license to use the intellectual property of Activision or its licensors set out in Section 2 above, some Products also contain game features or content that are only accessible through online hosting and/or other online services and functionality provided by Activision ("Services, for which you may be required to register an Activision account ("Accounts")"). As detailed in Section 4, you will provide Internet access necessary to use these Services at your own cost and expense. All such Services are provided to you by Activision on a personal, non-commercial, and non-transferable basis. All such Services are provided subject to the terms of this Agreement and Activision's Privacy Policy, and any applicable terms of service for these services. As detailed in section 8 below, you may have to register an Activision Account in order to use certain features and services.

4 ACCESS AND COSTS INCURRED BY USING THE PRODUCT AND SERVICES

4.1 YOU ARE SOLELY RESPONSIBLE FOR ANY THIRD PARTY COSTS YOU INCUR TO USE THE PRODUCT AND SERVICES. You acknowledge and agree that you will provide at your own cost and expense the equipment, Internet, or other connection charges required to access and use the Product. Activision makes no warranty that the Product can be accessed or used on all consoles, controllers, Kinect Sensor, Xbox SmartGlass, or other devices (each, a "Device", or collectively, "Devices"), by means of any specific Internet or other connection provider, or in all countries.

4.2 **YOU AGREE TO PAY ALL FEES AND APPLICABLE TAXES INCURRED BY YOU OR ANYONE USING A PRODUCT OR SERVICE FROM YOUR DEVICE.** To the fullest extent permitted by applicable law, you are responsible for all use of the Product or any Account associated with your use of the product and any costs incurred or purchases made through the Product or any Account associated with the product. You must notify Activision immediately of any unauthorized use of your gamertag, password, account information, or any other breach of security that you become aware of relating to your Account. Such notification should be made via the Customer Support web page at support.activision.com.

4.3 Intentionally omitted.

4.4 Parents and Guardians of children under the age of majority in their jurisdiction or 18 years of age, whichever is older, agree that you will be responsible for all uses of the Product or Services by your child whether or not such uses were authorized by you. Nothing herein limits Activision's rights to suspend, terminate or delete any Account, Product, or Service.

4.5 You may pay for certain Products, Services, and Service Provided Content (as defined in Section 9 below) using the methods made available to you, and you agree to the terms and conditions applicable to each payment method you choose. Payment methods may vary by console, platform, system, or Device that you use to access the Product or Service Provided Content.

4.6 By paying for a Product, Service, or Service Provided Content you (a) represent that you are authorized to use the payment method you have selected and that any payment information you provide is true and accurate; and (b) authorize Activision, or the third party charging you for the Product or Service Provided Content, as applicable, to take payment from you for the Product or Service Provided Content, using the payment method you have selected.

4.7 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE THAT ACTIVISION IS NOT REQUIRED TO PROVIDE A REFUND FOR A SERVICE OR SERVICE PROVIDED CONTENT FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY BACK WHEN AN ACCOUNT IS CLOSED PRIOR TO EXPIRY OF ANY SUBSCRIPTION OR MEMBERSHIP PLAN, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY. IN CERTAIN JURISDICTIONS, IF AN ACCOUNT IS CLOSED BY ACTIVISION WITHOUT CAUSE PRIOR TO EXPIRY OF ANY SUBSCRIPTION OR MEMBERSHIP PLAN YOU MAY BE ENTITLED TO A PRO-RATA REFUND OF FEES THAT YOU HAVE PAID IN ADVANCE. ACTIVISION MAY PROVIDE YOU WITH A REFUND FOR A PRODUCT ONLY AS SPECIFIED IN THIS AGREEMENT.

5 USE OF DATA

5.1 For full details about how Activision collects, stores and uses personal and other information, please see THE APPLICABLE PRIVACY POLICY, WHICH IS INCORPORATED BY REFERENCE INTO THIS AGREEMENT.

(http://s.activision.com/privacy/privacy.html).

5.2 Some Products may permit you to share certain information about yourself with the public, including people who may not be registered users of the Product, and the public may access and use that information

and associate it with you. You acknowledge and confirm that you have no expectation of privacy when using such Product features, including without limitation when uploading or submitting UGC; comparing your statistics, personal bests, and leaderboards against other users; searching for other users by gamertag; discovering events that other users have signed up for; and linking to social media accounts that publicly display user information.

5.3 If you are a registered user of social media sites you may be able to connect your social media account and your Activision Account (if your applicable Activision Account has this functionality enabled). If you do this, you may use your social media data to enable you to find your social media "friends", and your "friends" can use their social media data to find you, on your Activision Account.

5.4 If you connect your Facebook account to an Activision Account or Product, such as Activate, your Facebook friends will be able to associate your screen name on your Activision Account with your real name on your Facebook account when they use the Facebook "friends" feature. Your social media accounts are subject to their own Third Party Terms (in relation to Facebook see also Facebook's Statement of Rights and Responsibilities which can be found on Facebook's website). You acknowledge and agree that your social media account provider (including without limitation Facebook) is not responsible for your Activision Account, including for any liability connected to your use of your Activision Account, and that irrespective of whether you use an anonymous gamertag, once you connect your Activision Account to your social media account, your real name will be available and viewable by your social media "friends". Please also see Activision's Privacy Policy for additional information on social networks.

6 USER GENERATED CONTENT

6.1 The Product may include message boards, content sharing features, and other means by which you and other users may share content that users create ("UGC"). To the fullest extent permitted by applicable law, by submitting any UGC (including without limitation, images, videos, customer service submissions, idea submissions, suggestions and message postings) you automatically grant (or represent and warrant that the owner of such rights has expressly granted) Activision a perpetual, worldwide, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, sub-license, create derivative works from and distribute such UGC or incorporate such UGC content into any form, medium, or technology now known or later developed throughout the universe, and agree that Activision shall be entitled to unrestricted use of the UGC for any purpose whatsoever, commercial or otherwise, without compensation, notice or attribution. You waive and agree not to assert **AGAINST ACTIVISION OR ANY OF ITS PARTNERS, AFFILIATES, SUBSIDIARIES, OR LICENSEES, ANY MORAL OR SIMILAR RIGHTS YOU MAY HAVE IN ANY OF YOUR UGC. IF YOU ARE VALIDLY USING THE PRODUCT FROM OUTSIDE THE UNITED STATES OR THE UNITED KINGDOM THEN ACTIVISION MAY BE REQUIRED TO REQUEST THAT YOU ENTER INTO A SEPARATE LICENSE AGREEMENT PERMITTING ACTIVISION TO USE THE UGC FOR CERTAIN PROMOTIONAL, ADMINISTRATIVE, OR OTHER PURPOSES.**

6.2 **TO THE EXTENT THE PRODUCT PERMITS OTHER USERS TO ACCESS AND USE YOUR UGC, YOU ALSO GRANT ALL OTHER USERS OF THE PRODUCT** the right to use, copy, modify, display, perform, create derivative works from, and otherwise communicate and distribute your UGC on or through the Product without further notice, attribution or compensation to you.

6.3 You represent and warrant that any UGC you provide (a) does not and will not violate any third party intellectual property rights and/or any other person's rights, including without limitation any so-called

"moral rights"; and (b) when used as contemplated herein does not and will not require the payment of any royalty or any consideration to a third party. You may not upload or post any UGC that infringes the copyright, trademark, or other intellectual property rights of a third party, nor may you upload any UGC that violates any third party's right of privacy or right of publicity, or may require the payment of a royalty or other consideration to a third party. Each user is responsible for any UGC he or she places on or through the Product, including the transmission, posting, or other provision of text, files, links, software, photographs, video, sound, music, or other information or material. You may only upload your own UGC to the Product; do not upload anyone else's UGC. **AS SET FORTH IN SECTION 15 BELOW, YOU AGREE TO INDEMNIFY ACTIVISION FOR ANY LOSSES RELATED TO OR ARISING OUT OF UGC YOU SUBMIT.**

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6.5 **YOU AGREE NOT TO DO ANY OF THE FOLLOWING ACTIONS WHILE USING THE PRODUCT:**

A. Harass, threaten, embarrass or cause distress or discomfort upon another participant, user, or other individual or entity;

B. Transmit any UGC that Activision considers to be disruptive, unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, hateful, or racially, sexually, ethnically or otherwise objectionable;

C. Impersonate any person or entity, including but not limited to Activision;

D. Disrupt normal Product functionality, or otherwise act in a manner that negatively affects other participants and/or the overall Product experience;

E. Post or transmit any unsolicited advertising, promotional materials, or any other forms of solicitation;

F. Intentionally or unintentionally violate any applicable law, regulation or treaty while using or accessing the Product;

G. Post multiple posts of the same content (i.e., "spam"); or

H. Invade the privacy or violate or infringe any right of any person or entity, including, without limitation, any intellectual property right.

6.6 Activision does not endorse, or guarantee the accuracy, efficacy or veracity of, any UGC.

7. COPYRIGHT NOTICE

7.1 Activision respects the intellectual property rights of others and expects its players and the users of its Services to do the same. If you believe that any content appearing in the Product and/or UGC has been copied in a way that constitutes copyright infringement, please forward the following information to the copyright agent named below.

7.2 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) or consult with an attorney prior to sending a notice hereunder.

7.3 To file a copyright infringement notice, you will need to send a written communication that includes the following to the address 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.

Activision Publishing, Inc.
3100 Ocean Park Boulevard
Santa Monica, California 90405
Attn: Activision Business and Legal Affairs
Fax: (310) 255-2152
E-Mail: legalaffairs@activision.com

7.4 Please note that the DMCA provides that you may be liable for damages (including costs and attorney fees) if you knowingly misrepresent that material or activity is infringing. Please also note that the information provided in your copyright infringement notice may be provided to the person responsible for the allegedly infringing material.

8. ACTIVISION ACCOUNTS

8.1 Registration

If the Product requires you to provide registration information, all such requirements to provide information are subject to both this Agreement and Activision's Privacy Policy, incorporated by reference herein, together with any other Third Party Terms (as defined below). You have the option of providing such information or not. However, should you choose not to provide the information, your access to the Product may be limited or unavailable. If you decide to provide us with the requested information, you represent and warrant that you will provide only true, current and accurate information. You agree not to

impersonate any person or entity or misrepresent your identity or affiliation with any person or entity. From time to time, you may be asked to confirm your registration information (such as your email address) to continue using the Product; if you choose not to do so, your access to the Product may be restricted or terminated.

YOU ARE RESPONSIBLE FOR ALL ACTIVITY ON YOUR ACCOUNT. YOU SHOULD NOT REVEAL YOUR ACCOUNT PASSWORD TO OTHERS.

8.2 **Account Suspension/Termination**

ACTIVISION MAY SUSPEND, TERMINATE, MODIFY, OR DELETE ANY ACCOUNT AT ANY TIME FOR ANY REASON OR FOR NO REASON, WITH OR WITHOUT NOTICE TO YOU, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. For purposes of explanation and not limitation, many Account suspensions, terminations and/or deletions may be the result of violations of this Agreement.

8.3 **SOCIAL MEDIA**

8.4 **Usernames and Group Designations:**

Depending on which Product and Device you are using, your gamertag on the Device may be your username **FOR YOUR** Activision Account. Additionally, some Activision Accounts may allow users to form different “clans”, “squads”, “teams”, or other groups (each, a “Group”, collectively, “Groups”) with unique Group names. When you choose a username or a Group name, or otherwise create a label that can be seen by other users, you must abide by the following guidelines as well as the rules of common decency. If Activision finds such a name to be offensive or improper, it may, in its sole and absolute discretion, change or remove the name, and/or suspend or terminate your use of the Services. In particular, you may not use any name:

A. belonging to another person with the intent to impersonate that person, including without limitation any Product administrators or any other employee or agent of Activision;

B. that incorporates vulgar language or is otherwise offensive, defamatory, obscene, hateful, or racially, sexually, ethnically, or otherwise objectionable;

C. that is subject to the rights of any other person or entity without written authorization from that person or entity;

D. that belongs or refers to a popular culture figure, celebrity, media personality, icon, or persona;

E. that is, contains, or is substantially similar to a trademark or service mark, whether registered or not;

F. belonging to any religious figure or deity; or

G. related to drugs, sex, alcohol, or criminal activity.

You may not use a misspelling or an alternative spelling to circumvent the name restrictions listed above, nor can you have a "first" and "last" name that, when combined, violate the above name restrictions.

9. SERVICE PROVIDED CONTENT

9.1 “Service Provided Content" consists of those materials provided to Product users (with or without an Account as applicable), including without limitation unlockable content, virtual assets, codes, and achievements. You understand that while at times you may “earn”, "buy", or "purchase" Service Provided Content, you do not in fact own or have any property interest in the Service Provided Content and the price of any Service Provided Content does not refer to any credit balance of real currency or its equivalent. Rather, unless otherwise specified in or with a specific item of Service Provided Content (such as in an end user license agreement and/or click-through agreement), any Service Provided Content that you receive is licensed to you as set out in Section 3 and subject to all other terms of this Agreement and Activision’s Privacy Policy.

9.2 Activision does not recognize the transfer of Accounts or Service Provided Content. You may not purchase, sell, resell, lend, rent, gift, trade, or otherwise transfer any Account or Service Provided Content, or offer to purchase, sell, resell, lend, rent, gift, trade, or otherwise transfer any Account or Service Provided Content, and any such attempt shall be null and void.

9.3 You may not sell the Product or Service Provided Content, including without limitation exchanging in-game items or currency for "real" money or value outside of the Product.

9.4 Upon termination of any Account, the Agreement, or license, you acknowledge and agree that, to the fullest extent permitted by applicable law, you shall retain no access or control over any aspect thereof.

10. CONTESTS & SWEEPSTAKES

10.1 From time to time Activision may offer you the opportunity to enter contests and sweepstakes. These contests and sweepstakes are governed by specific rules and a code of conduct, (together the “Rules”) which will be posted online. Your participation in a contest or sweepstake is conditioned upon your acceptance of the Rules. Not all users eligible to use the Product or register accounts will be eligible to enter and/or win all contests or sweepstakes. Minimum age and other requirements will be specified prior to the point of entry of the applicable contest or sweepstake and will form a condition of entry to that contest or sweepstake. Availability, frequency and eligibility of contests and sweepstakes shall be at Activision’s sole discretion and is subject also to local laws and restrictions.

10.2 Intentionally omitted.

10.3 Remember to take frequent breaks when you engage in contests or sweepstakes or play any Activision games.

11. CONSENT TO MONITOR

11.1 Communications made using a Product should not be considered private. Activision may monitor and/or record your communications (including without limitation chat text) when you are using a Product, and you hereby provide your irrevocable, express consent to such monitoring and recording. You acknowledge and agree that you have no expectation of privacy concerning the transmission of any UGC or communications, including without limitation chat text or voice communications because voice chat and other communications may be viewed and/or heard by others. Because UGC and in-game communications may be widely viewed and/or heard, Activision cautions users to avoid revealing any personally identifiable information through such communications or UGC.

11.2 In order to provide and optimize your use of the Product and as required to assess compliance with this Agreement and the Privacy Policy, Activision may also monitor and record details (such as gameplay) of your/your Device's usage of the Product.

11.3 Additionally, Activision may, with or without notice to you, disclose your internet protocol address(es), personal information, chat logs, and/or other information about you and your activities (a) in response to a request by law enforcement, a court order, or other legal process; or (b) if Activision believes that doing so may protect its own rights and property or your safety or the safety of others.

12. SUPPORT, PATCHES AND UPDATES, CHANGES

If you require support, have a complaint regarding a Product, or desire further information on use of a Product, visit Activision's Customer Support web pages at support.activision.com.

Activision may deploy or provide patches, updates and modifications to the Product that must be installed for the user to continue to play. Activision may update the Product remotely and without notice to you, including without limitation the game client residing in the user's Device. You hereby agree and provide consent for Activision to access your Device in order to deploy and apply such patches, updates and modifications.

Activision reserves the right to change the terms of this Agreement at any time. You agree to regularly review the terms of this Agreement, and your continued use of the Product acknowledges your acceptance of any changes to the Agreement.

13. TERMINATION

The license granted under this Agreement is effective until terminated by you or Activision. Your rights under this Agreement will terminate automatically without notice from Activision if you fail to comply with any term of this Agreement or applicable Third Party Terms. Upon termination of the license, you shall cease all use of the Product, and destroy all copies, full or partial, of the Product.

Activision reserves the right to terminate this Agreement without cause on immediate written notice. Activision's maximum liability to you in the event of such termination shall be limited as stated above in the Section entitled "Limitation of Liability."

14. THIRD PARTIES

The Product may enable, or require, access to other third party materials, services, or websites ("Third Party Materials"). Use of and/or access to Third Party Materials may be subject to additional terms of service and may cause you to incur additional costs.

You understand that by using any Third Party Materials you may encounter content that may be deemed offensive, indecent, or objectionable. You agree (a) to use Third Party Materials at your sole risk; (b) that Activision shall not have any liability to you for Third Party Materials; and (c) that Activision is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect of such Third Party Materials. Third Party Materials are provided solely as a convenience to you.

Your right to use the Product is also predicated on your compliance with any applicable terms of service, terms of use, and privacy policies you have agreed to and accepted with Third Parties (e.g., agreements in relation to purchase and use of Apps; your internet service provider in relation to internet access; or in relation to your use of a games console) ("Third Party Terms").

Third parties may also impose limits on the use of or access to certain Products, in any case and without notice or liability. You agree that Activision shall not be liable for any acts or omissions of such third parties.

15. INDEMNIFICATION

You agree to indemnify, defend and hold harmless Activision and its affiliates, and their respective officers, directors, owners, agents, employees, contractors, information providers, and licensors (each, an "Indemnified Party", and or collectively, "Indemnified Parties") from and against any claims, liability, losses, costs, and/or expenses (including attorneys' fees) incurred by an Indemnified Party in connection with (a) any breach by you of the Agreement, and/or (b) your posting or uploading any UGC.

Activision reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with Activision's defense of such claim.

16. RISK OF LOSS

You bear all risk of loss for accessing or completing the download of any Product and for any loss of any Product that you have accessed or downloaded, including any loss due to a file corruption or Device crash.

Any Product may be available for limited periods of time, and/or subject to other access restrictions (including for example, possession of other specific Product(s) for access or use). Products may become unavailable due to potential content provider licensing restrictions or other reasons; Activision will not be liable to you if any Product is or becomes unavailable for download or access, for any reason, to the fullest extent permitted by applicable law.

17. AVAILABILITY

Except as otherwise set forth herein, Activision does not guarantee that any particular Product or Service Provided Content will be available at all times or at any given time or that Activision will continue to offer the Product or Service Provided Content for any particular length of time. Activision may change and update the Product or

Service Provided Content without notice to you. Activision makes no warranty or representation regarding the availability of online Product features and reserves the right to modify or discontinue such features in its sole and absolute discretion without notice, including for example, ceasing an online service for economic reasons due to a limited number of users continuing to make use of the online service over time.

In addition, Products that may be accessed from, displayed on, or linked to a Device are not available in all languages or in all countries. To the fullest extent permitted by applicable law (a) Activision and its licensors, reserve the right to change, suspend, remove, or disable access to any Product at any time without notice, and (b) Activision will not be liable for the removal of or disabling of access to any Product.

18. **OWNERSHIP**

All title, ownership, and intellectual property rights in and to the Product (including without limitation any titles, trademarks, service marks, trade names, computer code, themes, objects, characters, character names, stories, dialog, catch phrases, locations, concepts, artwork, animations, sounds, musical compositions, audio-visual effects, methods of operation, moral rights, and any related documentation) are owned by Activision and/or Activision's licensors. The Product is licensed, not sold, for your use. Your license confers no title or ownership in this Product and should not be construed as a sale of any rights in the Product.

YOU ACKNOWLEDGE AND AGREE THAT, OTHER THAN THE LICENSE GRANTED TO YOU BY THIS AGREEMENT, YOU SHALL HAVE NO OWNERSHIP OR OTHER PROPERTY INTEREST IN ANY PRODUCT OR SERVICE PROVIDED CONTENT (INCLUDING WITHOUT LIMITATION ANY VIRTUAL GOODS, GAME CHARACTERS, OR VIRTUAL CURRENCY), AND YOU FURTHER ACKNOWLEDGE AND AGREE THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ALL RIGHTS IN AND TO SUCH PRODUCTS AND SERVICE PROVIDED CONTENT ARE AND SHALL FOREVER BE OWNED BY AND INURE TO THE BENEFIT OF ACTIVISION AND/OR ITS LICENSORS.

You agree that all Products and Third Party Materials contain proprietary content, information and material that are protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary content, information or materials in any way whatsoever except for permitted use. No portion of the Products or Third Party Materials may be reproduced in any form or by any means other than as permitted under the applicable license.

19. **CHANGES TO THE AGREEMENT**

Activision reserves the right, at its sole and absolute discretion, to change, modify, add to, supplement, or delete any of the terms and conditions of this Agreement at any time, effective with or without prior notice; provided, however, that Activision will disclose material changes (as determined in Activision’s sole and absolute discretion) in one or more of the following ways: by posting notification on any Product website, by email, patch process, pop-up screen, or in-Product notice. Your continued use of the Product following any revision to this Agreement constitutes your acceptance of any such changes. Additionally, you may be asked to affirmatively accept updates to this Agreement from time to time. Note that if you do not affirmatively indicate your acceptance when requested, you may not be able to continue to use the Product or Service Provided Content. In relation to Products and Service Provided Content you have paid for, if you do not wish to accept a change to the Agreement, please stop using the Product or Service Provided Content and contact Activision to determine whether you are eligible for a refund.

20. **DRM**

If you access content protected with Digital Rights Management ("DRM"), the software may automatically request media usage rights from a rights server online and download and install DRM updates so that you can play the content.

21. **BINDING ARBITRATION AND CLASS ACTION WAIVER**

PLEASE READ THIS SECTION 21 CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT

Dispute Resolution and Arbitration.

21.1 This Section 21 applies to you if you are domiciled in and/or acquired and use the Product in the United States. This Section 21 may also apply to you if you are domiciled in and/or acquired and use the Product from outside the United States. See Section 22 for details.

21.2 **Initial Dispute Resolution**: Our Customer Support department is available by phone ((310) 255-2050) or on the web (support.activison.com) to address any concerns you may have regarding the Product. Most concerns are quickly resolved in this manner to our customers' satisfaction. The parties shall use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations which shall be a precondition to either party initiating a lawsuit or arbitration.

21.3 **Binding Arbitration:** If the parties do not reach an agreed upon solution within a period of 30 days from the time informal dispute resolution is pursued pursuant to Section 21.2, then either party may initiate binding arbitration as the sole means to formally resolve claims, subject to the terms set forth below. Specifically, all claims arising out of or relating to this Agreement (including its formation, performance and breach), the parties' relationship with each other and/or your use of the Product shall be finally settled by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with the provisions of its Commercial Arbitration Rules and the supplementary procedures for consumer related disputes of the AAA, excluding any rules or procedures governing or permitting class actions. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of this Agreement, including without limitation any claim that all or any part of this Agreement is void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The Commercial Arbitration Rules governing the arbitration may be accessed at www.adr.org or by calling the AAA at +1 (800) 778-7879. To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, Activision will pay the additional cost. If the arbitrator finds the arbitration to be non-frivolous, Activision will pay all of the actual filing and arbitrator fees for the arbitration, provided your claim does not exceed $75,000. The arbitration rules also permit you to recover attorneys' fees in certain cases. **The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some**

instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

21.4 **Location.** If you are a resident of the United States, arbitration will take place at any reasonable location within the United States convenient for you. For residents outside the United States, arbitration shall be initiated in Los Angeles County, California, and you and Activision agree to submit to the personal jurisdiction of any federal or state court in Los Angeles County, California, in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

Class Action Waiver

21.5 **Class Action Waiver:** The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. **YOU AND ACTIVISION AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above in Section 21.3 shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

21.6 **Exception - Litigation of Intellectual Property and Small Claims Court Claims:** Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring an action in state or federal court for claims relating to patents, copyrights, moral rights, trademarks, and trade secrets, but not, for clarity, claims related to the license granted under Section 3 of this Agreement. Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

21.7 **30 Day Right to Opt Out:** You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth in Sections 21.3, 21.4, and 21.5 by sending written notice of your decision to opt-out to the following address: Activision Publishing, Inc., of 3100 Ocean Park Boulevard, Santa Monica, CA 90405-3032, Attn: Business and Legal Affairs. The notice must be sent within 30 days of purchasing the Product (or if no purchase was made, then within 30 days of the date on which you first access or use the Product), otherwise you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. If you opt-out of these arbitration provisions, Activision also will not be bound by them.

22. **JURISDICTION AND APPLICABLE LAW**

22.1 The Product is made available subject to the terms of this Agreement. If you acquired and use the Product from:

A. the United States Mexico, or Canada, then you are contracting with Activision Publishing, Inc., 3100 Ocean Park Boulevard, Santa Monica, CA 90405-3032 and any claims arising out of this Agreement (including interpretation, claims for breach, and all other claims (including consumer protection, unfair competition, and tort claims)) will be subject to the laws of the state of California, without reference to conflict of laws principles. If any court or arbitrator determines that the class action waiver set forth in Section 21.5 is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then any and all claims arising out of this Agreement (including interpretation, claims for breach, and all other claims (including consumer protection, unfair competition, and tort claims)) shall be decided under the laws of the state where you were a citizen at the time you obtained or bought the Product that was subject to this Agreement. In addition, you and we irrevocably consent to the exclusive jurisdiction and venue of state or federal courts in Los

Angeles County, California to resolve any claims that are subject to exceptions to the arbitration agreement described in Section 21 above, or otherwise determined to be arbitrable.

B. the European Union, then you are contracting with Cooperatie Activision Blizzard International UA of Beechavenue 131, 1119RB Schipohol-Rijk, Netherlands and the laws of England and Wales govern the interpretation of this Agreement and apply to claims for breach of it, without reference to conflict of laws principles. All other claims, including claims regarding consumer protection laws, unfair competition laws, and in tort, will be subject to the laws of the European Union country (e.g., the United Kingdom, the French Republic, or the Federal Republic of Germany) in which you acquired and use the Product. In addition, with respect to jurisdiction, you may choose either the courts of the country (e.g., the United Kingdom, the French Republic, or the Federal Republic of Germany) in which you acquired and use the Product, or in the alternative the courts of England and Wales or other court as applicable under the Brussels Regulation EC 44/2001.

C. Australia or Japan, then you are contracting with Cooperatie Activision Blizzard International UA of Beechavenue 131, 1119RB Schipohol-Rijk, Netherlands and the laws of Australia govern the interpretation of this Agreement and apply to claims for breach of it, without reference to conflict of laws principles. All other claims, including claims regarding consumer protection laws, unfair competition laws, and in tort, will be subject to the laws of the country in which you acquired and use the Product (being either Australia or Japan). To the extent permitted by applicable law, you agree to the jurisdiction of the courts of New South Wales, Australia.

D. If you acquired and use this Product from countries other than those listed in sections A, B and C above then you do so on your own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable, and you expressly indemnify and hold harmless Activision from any and all claims, loss, injury, damage, or costs arising from your use of the Product to the extent permitted by applicable law. No warranty or representation is made by Activision that the Product or any use of the Product outside of the countries listed in sections A, B and C above with any applicable local law. Further your use of the Product and all claims arising out of or related to the Product or this Agreement will, to the extent permitted under applicable law, be subject to the laws of England and Wales, without reference to conflict of laws principles and you consent to the jurisdiction of the courts of England and Wales.

22.2 To the fullest extent permitted by applicable law, if any user outside of the United States is entitled to commence and/or participate in legal proceedings within the United States, then that user agrees to be bound by Section 21, “BINDING ARBITRATION AND CLASS ACTION WAIVER”.

23. **GENERAL**

23.1 Severability

Subject to Section 21.3 above, if any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

23.2 Survival

Sections 6, 10, 12 to 24 inclusive, those other sections that by their terms apply after this Agreement ends, and the Privacy Policy, will survive any termination or cancellation of this Agreement.

23.3 Assignment and Transfer

We may assign this Agreement, in whole or in part, at any time without notice to you. You may not assign this Agreement or transfer any rights to use the Services.

23.4 Notices

You consent to Activision providing you notifications about the Product or information that the law requires us to provide via email to any address that you specified if you were required to register for the Product. Notices emailed to you will be deemed given and received when the email is sent. If you don't consent to receive notices electronically, you must stop using the Product. For Products that do not require you to register or provide any email address, notices and other information may be made available in updates to this Agreement.

23.5 Force Majeure

Activision shall not be liable for any delay or failure to perform resulting from causes outside Activision's reasonable control, including without limitation any failure to perform due to unforeseen circumstances or causes such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.

23.6 Equitable Remedies

In the event that you breach this Agreement, you hereby agree that Activision would be irreparably damaged if

this Agreement were not specifically enforced, and therefore you agree that Activision shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as Activision may otherwise have available to it under applicable laws.

23.7 Activision Entities

Activision Publishing, Inc. is located at 3100 Ocean Park Blvd., Santa Monica, CA 90405, and its Customer Support telephone number is +1 (310) 255-2050.

Cooperatie Activision Blizzard International UA is located at Beechavenue 131, 1119RB Schipohol-Rijk, Netherlands. As set out in Activision's Privacy Policy, if you acquired and use the Product from a member state of the European Union, Cooperatie Activision Blizzard International UA has contracted with its wholly owned subsidiary Activision Blizzard UK Limited of 3 Roundwood Avenue, Stockley Park, Uxbridge, UB11 1AF, England, to manage and control the collection, storage and use of personal information provided by you. Please read Activision's Privacy Policy (http://s.activision.com/privacy/privacy.html) for further details of how Activision uses and protects personal information.

23.8 Export and Commercial Items

You may not use or otherwise export or re-export the Product except as authorized by United States law and, if applicable, the laws of the jurisdiction in which the Product was obtained. In particular, but without limitation, the Product may not be exported, re-exported, or downloaded into (or transferred to a resident of) (a) Cuba, North Korea, Iran, Syria, Sudan, any U.S. embargoed countries or any country against which the U.S. Government maintains comprehensive economic sanctions, or to a national of Cuba or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons or the U.S. Department of Commerce Denied Persons List or Entity List. By using the Product, you represent and warrant that you are not located in, under the control of, or a resident of any such country, a national of Cuba, or on any such list. You also agree that you will not use the Product for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear missiles, or chemical or biological weapons.

The Product and related documentation are "Commercial Items", as defined in 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights are reserved under the copyright laws of the United States.

23.9 Entire Agreement

This Agreement constitutes the entire agreement and understanding between you and Activision, and supersedes any prior or contemporaneous agreements or understandings, whether written or oral, relating to the matters contained herein.

SUPPLEMENTAL TERMS – GERMANY, FRANCE, SPAIN.

The following Sections below supersede and replace the corresponding Sections above for users who are domiciled in and and/or acquired and use the Product from the Germany, France or Spain.

Section 6.1: User Generated Content

If you are resident in Germany, by submitting any UGC (including without limitation, images, videos, customer service submissions, idea submissions, suggestions and message postings) to the Service (including without limitation, to the contest portions of the Service), you grant (or represent and warrant that the owner of such rights has expressly granted) Activision for the purpose of operating and providing the Service in the interest of you and other users a perpetual, worldwide, royalty-free, irrevocable right and license to use, reproduce, modify, adapt, publish, translate, sub-license, create derivative works from and distribute such UGC or incorporate such UGC content into any form, medium, or technology now known or later developed throughout the world, and you agree that Activision shall be entitled to use the UGC for these purpose. In the event that Activision intends to use a piece of UGC for any other purposes, Activision will obtain your express consent beforehand.

Section 13: Termination

The license granted under this Agreement is effective until terminated by you or Activision. Activision may terminate this Agreement without notice if you commit a material breach of this Agreement or applicable Third Party Terms which would entitle Activision to terminate this Agreement for cause without prior warning. Upon termination of the license, you shall cease all use of the Product, and destroy all copies, full or partial, of the Product.

Activision's maximum liability to you in the event of such termination shall be limited to the amount paid by you to and received by Activision for the Product in the immediately preceding twelve (12) months.

Section 16: Risk of Loss

You bear all risk of loss for accessing or completing the download of any Product and for any loss of any Product that you have accessed or downloaded, including any loss due to a file corruption or Device crash, unless Activision is liable for such loss in accordance with Section 14.

Any Product may be available for limited periods of time, and/or subject to other access restrictions (including for example, possession of other specific Product(s) for access or use). Products may become unavailable due to potential content provider licensing restrictions or other reasons beyond the control of Activision; Activision will not be liable to you if any Product is or becomes unavailable for download or access, for any such reason.

Section 17: Availability

Except as otherwise set forth herein, Activision does not guarantee that any particular Product or Service Provided Content will be available at all times or at any given time or that Activision will continue to offer the Product or Service Provided Content for any particular length of time if the service is not available due to restrictions of licenses, technical interruptions and other reasons beyond Activision's control. Activision may change and update the Product or Service Provided Content in the normal course of business.

In addition, Products that may be accessed from, displayed on or linked to from a Device are not available in all languages or in all countries. (i) Activision, and its licensors, reserve the right to change, suspend, remove, or disable access to any Product at any time without notice if for commercial reasons such as insufficient users or technical limitations or operational issues and (ii) Activision will not be liable for the removal of or disabling of access to any Product due to such reasons.

Section 4.7: Access & Costs

WHEN AN ACCOUNT IS CLOSED BY ACTIVISION WITHOUT CAUSE PRIOR TO EXPIRY OF ANY SUBSCRIPTION OR MEMBERSHIP PLAN YOU ARE ENTITLED TO A PRO-RATA REFUND OF FEES THAT YOU HAVE PAID IN ADVANCE.

Section 19 : Changes to the Agreement

Activision may change, modify, add to, supplement or delete any of the terms and conditions of this Agreement at any time if required to improve, enhance or otherwise regulate the Service; provided, however, that Activision will inform you about changes by email and, as the case may be, in one or more of the following ways: by posting notification on any Product website, through a patch process, pop-up screen, or in-Product notice. If you do not agree with any changes, you may terminate this Service Agreement within one (1) month following notification about the change. Your continued use of the Product after expiration of one (1) month following the notification about any revision to this Agreement constitutes your acceptance of any such changes. Activision will inform you of the consequences of your further use following notification again in the communication about the changes. Additionally, you may be asked to affirmatively accept updates to this Agreement from time to time. Note that if you do not affirmatively indicate your acceptance when requested, you may not be able to continue to use the Product or Service Provided Content. In relation to Products and Service Provided Content you have paid for, if you do not wish to accept a change to the Agreement, please stop using the Product or Service Provided Content and contact Activision for refund options.

Section 21: Binding Arbitration & Class Action Waiver

Section 21 does not apply to you if you are domiciled in or acquired and use the Product from the Republic of Germany.

Section 23.3: Assignment & Transfer

We may assign this Agreement, in whole or in part, at any time. We will inform you of any such assignment in advance. Should you disagree with any such assignment, you may terminate this Agreement without notice. You may not assign this agreement or transfer any rights to use the services.

Section 23.6: Equitable Remedies

In the event that you breach this Agreement, Activision will be entitled to take all legal remedies available with respect to breaches of this Agreement, in addition to such other remedies as Activision may otherwise have available to it under applicable laws.