

**IMPORTANT NOTICE FOR RESIDENTS IN NORTH AMERICA ONLY: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN SECTION 16 BELOW.**

**YOU MUST BE AND HEREBY AFFIRM THAT YOU ARE AN ADULT OF THE LEGAL AGE OF MAJORITY IN YOUR COUNTRY AND STATE OF RESIDENCE. If you are under the legal age of majority, your parent or legal guardian must consent to this agreement.**

**SOFTWARE LICENSE AND SERVICE AGREEMENT**

USE OF THIS SOFTWARE PROGRAM (AND ANY UPDATES), ANY ONLINE SERVICES, OR DOWNLOADS ASSOCIATED HEREWITH, THE SOFTWARE (INCLUDING FIRMWARE) FOR ANY RELATED PERIPHERALS (collectively, "Peripheral"), THE ASSOCIATED MEDIA, PRINTED MATERIALS, AND DOCUMENTATION (collectively, "Program") IS SUBJECT TO THIS SOFTWARE LICENSE AND SERVICE AGREEMENT ("Agreement"). BY OPENING THIS PACKAGE, DOWNLOADING, INSTALLING, OR USING THE PROGRAM OR "CLICKING TO ACCEPT," YOU ACCEPT THE TERMS OF THIS AGREEMENT WITH THE ACTIVISION CORPORATE ENTITY SET OUT IN SECTION 17 ("Activision", "we" and "us") DEPENDING ON WHERE YOU ACQUIRED AND USE THE PROGRAM. IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT PERMITTED TO INSTALL, COPY, OR USE THE PROGRAM. TO **REJECT THESE TERMS, YOU MUST NOT "CLICK TO ACCEPT" THESE TERMS OR INSTALL, COPY, OR USE THE PROGRAM.**

**FOR RESIDENTS IN NORTH AMERICA ONLY:** IF YOU REJECT THIS AGREEMENT, YOU CAN RETURN YOUR PERIPHERAL AND THE PROGRAM AND REQUEST A REFUND FOR YOUR PERIPHERAL AND THE PROGRAM WITHIN THIRTY (30) DAYS AFTER THE DATE OF YOUR PURCHASE, BY VISITING <http://support.activision.com>. ACTIVISION'S PRIVACY POLICY AVAILABLE AT <http://www.activision.com/legal/privacy-policy> SHALL BE DEEMED TO BE PART OF THE "AGREEMENT" ACCEPTED AND AGREED TO BY YOU AND THE TERMS OF SUCH ARE INCORPORATED HEREIN BY REFERENCE.

**FOR RESIDENTS OUTSIDE NORTH AMERICA:** IF YOU (OR, IF APPLICABLE, YOUR PARENT OR GUARDIAN) DO NOT AGREE TO THIS AGREEMENT, THEN YOU MUST NOT USE OR ACCESS THE PROGRAM OR ANY PART THEREOF. BY "CLICKING TO ACCEPT," YOU REPRESENT AND WARRANT THAT YOU ARE A "NATURAL PERSON" WHO IS OVER THE AGE OF EIGHTEEN (18) OR WHOSE LEGAL GUARDIAN HAS ACCEPTED AND AGREED TO THIS AGREEMENT. IF YOU REJECT THIS AGREEMENT, YOUR RETURN RIGHTS IN RELATION TO THE PROGRAM ARE GOVERNED BY YOUR STATUTORY RIGHTS IN THE COUNTRY WHERE YOU BOUGHT THE PROGRAM. PLEASE VISIT <http://support.activision.com>. NOTHING IN THIS PARAGRAPH SHALL AFFECT YOUR STATUTORY RIGHTS. PLEASE NOTE THAT YOUR RIGHTS IN RESPECT OF ONLINE SERVICES AND SERVICE PROVIDED CONTENT ARE COVERED IN SECTIONS 11 AND 12. YOUR USE OF THE PROGRAM SHALL BE SUBJECT TO THE TERMS OF ACTIVISION'S PRIVACY POLICY AVAILABLE AT <http://www.activision.com/legal/privacy-policy>.

**FOR RESIDENTS OUTSIDE THE EUROPEAN UNION AND THE UNITED KINGDOM:** EXCEPT FOR SECTION 16 (ARBITRATION AND CLASS ACTION WAIVER), ACTIVISION RESERVES THE RIGHT TO MODIFY THIS AGREEMENT AT ANY TIME BY ANY MEANS, INCLUDING WITHOUT LIMITATION BY (1) POSTING THE MODIFICATIONS TO <http://support.activision.com/license> AND/OR (2) REQUIRING YOU TO "CLICK TO ACCEPT" THE AGREEMENT, AND YOUR CONTINUED USE OF THE PROGRAM CONSTITUTES YOUR ACCEPTANCE OF THE MODIFICATIONS. IF ANY FUTURE MODIFICATIONS TO THE AGREEMENT ARE UNACCEPTABLE TO YOU OR CAUSE YOU TO NO LONGER BE IN COMPLIANCE WITH THIS AGREEMENT, YOU MUST TERMINATE, AND IMMEDIATELY STOP USING, THE PROGRAM. IF ANY FUTURE MODIFICATIONS ARE IMPLEMENTED AS A "CLICK TO ACCEPT" AGREEMENT, YOU MAY NOT BE ABLE TO CONTINUE USING THE PROGRAM UNLESS YOU AFFIRMATIVELY ACCEPT THE MODIFIED AGREEMENT.

**FOR RESIDENTS IN THE EUROPEAN UNION AND THE UNITED KINGDOM:** FROM TIME TO TIME, ACTIVISION MAY MODIFY, ADD TO, SUPPLEMENT OR DELETE TERMS OF THIS AGREEMENT, FOR INSTANCE IF THERE IS A CHANGE TO ITS PRODUCTS AND SERVICES, TO IMPROVE PLAYERS' SAFETY OR IN CASE OF CHANGE IN APPLICABLE LAWS. IF ACTIVISION SUBSTANTIALLY CHANGES THE TERMS OF THIS AGREEMENT, ACTIVISION WILL NOTIFY YOU IN ADVANCE BEFORE THE NEW TERMS OF THIS AGREEMENT COME INTO EFFECT AND YOU WILL BE ASKED TO ACCEPT THOSE CHANGES TO CONTINUE TO USE ACTIVISION PRODUCTS AND SERVICES. YOU WILL HAVE THE OPTION TO REFUSE THE AMENDED AGREEMENT, BUT IF YOU DO YOU WILL NO LONGER BE ABLE TO USE SUCH ACTIVISION PRODUCTS AND SERVICES. THE APPLICABLE VERSION OF THE AGREEMENT IS AVAILABLE ON OUR WEBSITE <http://support.activision.com/license>, SO WE ADVISE YOU TO CHECK WHETHER THE TERMS OF THE AGREEMENT HAVE BEEN UPDATED EACH TIME YOU USE ACTIVISION PRODUCTS AND SERVICES. CHANGES TO THE TERMS OF THIS AGREEMENT WILL NOT AFFECT YOUR RIGHTS, WILL NOT SUBSTANTIALLY CHANGE THE CONTRACTUAL BALANCE BETWEEN YOU AND ACTIVISION, AND WILL NOT HAVE RETROACTIVE EFFECT. IF YOU ARE RESIDENT IN GERMANY, THE SUB-SECTION 'MODIFICATION OF TERMS' IN SECTION 19 SHALL APPLY TO THIS PARAGRAPH INSTEAD.

**FOR RESIDENTS IN AUSTRALIA AND NEW-ZEALAND:** NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE, RESTRICT OR MODIFY, OR HAVE THE EFFECT OF EXCLUDING, RESTRICTING OR MODIFYING, THE APPLICATION OF ANY APPLICABLE LAWS IN EITHER AUSTRALIA (UNDER DIVISION 1 OF PART 3-2 OF THE *AUSTRALIAN CONSUMER LAW* (WHICH FORMS SCHEDULE 2 TO THE *COMPETITION AND CONSUMER ACT 2010* (CTH) ("ACL")) OR NEW ZEALAND (UNDER THE *NEW ZEALAND CONSUMER GUARANTEES ACT 1993*) THAT CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED BY AGREEMENT BETWEEN US (THE "NON-EXCLUDABLE RIGHTS"). WE ACKNOWLEDGE THAT, IN AUSTRALIA, FOR MAJOR FAILURES WITH ANY SERVICES, YOU ARE ENTITLED TO: (A) CANCEL THE CONTRACT FOR THE RELEVANT SERVICE; AND (B) A REFUND OF THE UNUSED PORTION, OR TO COMPENSATION FOR THE REDUCED VALUE OF THE RELEVANT SERVICE. FOR A MAJOR FAILURE WITH ANY GOODS, YOU ARE ENTITLED TO A REPLACEMENT OR REFUND. IF A FAILURE WITH THE GOODS OR SERVICES DOES NOT AMOUNT TO A MAJOR FAILURE, YOU ARE ENTITLED TO HAVE THE FAILURE RECTIFIED IN A REASONABLE TIME AND, IF THAT IS NOT DONE, YOU ARE ENTITLED TO A REFUND FOR THE GOODS AND A REFUND OF THE UNUSED PORTION OF THE SERVICES. YOU ARE ALSO ENTITLED TO BE COMPENSATED FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE FROM A FAILURE IN THE GOODS OR SERVICES.

- 1. SERVICES AND ADDITIONAL TERMS OF SERVICE:** USE OF CERTAIN FEATURES OF THE PROGRAM, INCLUDING ONLINE OR MULTIPLAYER COMPONENTS, OR UPDATED FEATURES, MAY REQUIRE ASSENT TO ADDITIONAL TERMS OF SERVICE. YOU WILL BE PROVIDED WITH THESE ADDITIONAL TERMS OF SERVICE AT THE TIME THE APPLICABLE FEATURES ARE MADE AVAILABLE TO YOU. IF YOU DO NOT ASSENT TO THE ADDITIONAL TERMS OF SERVICE, YOU MAY NOT BE ABLE TO ACCESS OR USE THE ADDITIONAL FEATURES THAT ARE SUBJECT TO THE ADDITIONAL TERMS OF SERVICE.
- 2. LIMITED USE LICENSE:** Subject to any system requirements, Activision grants you the non-exclusive, non-transferable, limited right and license to install and use one copy of the software component(s) of the Program solely for your personal use. All rights not specifically granted are reserved by Activision. The Program is licensed, not sold, for your use. Your license confers no title or ownership in the Program, and should not be construed as a sale of any rights in the Program. This Agreement shall also apply to patches or updates you may obtain for the Program, unless that patch or update is accompanied by additional terms. YOU ACKNOWLEDGE AND AGREE THAT, OTHER THAN LICENSE GRANTED TO YOU BY THIS AGREEMENT, YOU SHALL HAVE NO OWNERSHIP OR PROPERTY INTEREST IN ANY PRODUCT OR SERVICE PROVIDED CONTENT (AS DEFINED BELOW), INCLUDING, WITHOUT LIMITATION, ONLINE ACCOUNTS, ANY VIRTUAL CURRENCY OR GOODS, 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.

**FOR RESIDENTS OUTSIDE NORTH AMERICA:** For the avoidance of doubt, nothing in Section 2 shall limit your right to sell and transfer the physical media containing the Program which you have rightfully purchased.

**FOR INDIVIDUALS BASED IN THE EUROPEAN ECONOMIC AREA:** As an integral part of its End User License Agreement (EULA), Microsoft agrees to allow Consumers to play, solely for their personal use, Eligible Games on a Streaming Service on any device that they own, as defined in and pursuant to the Commitments entered into by Microsoft and made legally binding by the European Commission in its decision under Article 8(2) of Regulation (EC) 139/2004 in case M.10646 – Microsoft/Activision Blizzard. See <https://www.xbox.com/en-US/legal/activision-blizzard-cloud-game-streaming-eu>.

- 3. LICENSE CONDITIONS:** This license is subject to the following limitations ("License Limitations"). Any use of the Program in violation of the License Limitations is a serious violation of this Agreement and will result in an immediate termination of your license and, if you are a resident outside North America, additional consequences set out in Section 8(2)(c), and continued use of the Program will be an infringement of Activision's copyrights and other rights in and to the Program.
- A. You agree that you will not do, or allow, any of the following: (1) exploit the Program commercially; (2) subject to any system requirements, use the Program on more than one system at the same time; (3) make copies of the Program, in whole or in part; (4) without limiting the foregoing clause (3), copy the Program onto a hard drive or other storage device unless the Program itself makes a copy during installation, or unless you are downloading the Program from an authorized Activision online retailer; (5) use the Program in a network, multi-user arrangement, or remote access arrangement, including any online use except as included in the Program functionality; (6) sell, rent, lease, license, distribute, or otherwise transfer the Program; (7) subject to applicable laws, reverse engineer (unless expressly permitted by Activision), derive source code, modify, decompile, disassemble, or create derivative works of the software and other proprietary technology in the Program, in whole or in part; (8) create, develop, modify, offer, make available, distribute, host, promote, advertise, or use any unauthorized software programs to gain advantage in any offline, online or multiplayer game modes, including, but not limited to, cheats, automation software (bots), modded lobbies, hacks, mods, or engaging in any form of cheating, boosting or booting (such behavior will be subject to sanction at Activision's discretion; for more information see the Program's applicable Security and Enforcement Policy available at [support.activision.com](http://support.activision.com)) (9) remove, disable, or circumvent any proprietary notices or labels contained on or within the Program; or (10) use, access, download, or otherwise export, reexport, or transfer the Program in contravention of applicable export control, economic sanctions, and import laws and regulations, including, but not limited to, the U.S. Export Administration Regulations ("EAR") and regulations promulgated by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC").
- B. Unless expressly permitted by Activision and subject to applicable local laws, YOU AGREE NOT TO PERMIT THE SOFTWARE IN THE PERIPHERAL OR ANY PART OF IT TO BE COMBINED WITH, BECOME INCORPORATED IN, OR USED WITH ANY SOFTWARE PRODUCT OTHER THAN THE PROGRAM.

**FOR RESIDENTS OUTSIDE THE EUROPEAN UNION AND THE UNITED KINGDOM:**

ALL RIGHTS GRANTED TO YOU UNDER THIS AGREEMENT (INCLUDING YOUR USE OF THE SOFTWARE IN THE PERIPHERAL) WILL TERMINATE IMMEDIATELY IN THE EVENT THAT YOU ARE IN BREACH OF ANY OF THE TERMS OF THIS AGREEMENT, THIS PARAGRAPH OR DO ANYTHING WITH ANY SOFTWARE IN THE PERIPHERAL THAT IS NOT EXPRESSLY PERMITTED BY THIS AGREEMENT.

**FOR RESIDENTS IN THE EUROPEAN UNION AND THE UNITED KINGDOM:**

ALL RIGHTS GRANTED TO YOU UNDER THIS AGREEMENT (INCLUDING YOUR USE OF THE

SOFTWARE IN THE PERIPHERAL) WILL TERMINATE IMMEDIATELY IN THE EVENT THAT YOU SERIOUSLY VIOLATE THE TERMS OF THIS AGREEMENT. VIOLATION OF THIS SECTION B OR DOING ANYTHING WITH ANY SOFTWARE IN THE PERIPHERAL THAT IS NOT EXPRESSLY PERMITTED BY THIS AGREEMENT IS A SERIOUS VIOLATION OF THIS AGREEMENT.

- C. You agree not to do any of the following while using the Program: (A) harass, threaten, embarrass or cause distress or discomfort upon another participant, user, or other individual or entity; (B) transmit any UGC (as defined in Section 14) 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 Program functionality, or otherwise act in a manner that negatively affects other participants and/or the overall Program 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 Program; (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.
- D. You represent and warrant that you (1) are not subject to U.S. sanctions or export restrictions and otherwise are eligible to utilize the Program under applicable laws and regulations; (2) are not located or ordinarily resident in a country or region subject to comprehensive or near-comprehensive U.S. sanctions/embargo, unless your use of the Program in such country or region is authorized by U.S. law; (3) are not an official, employee, agent, or contractor of, or directly or indirectly acting or purporting to act for or on behalf of, a government (including any political subdivision, agency, or instrumentality thereof or any person directly or indirectly owned or controlled by the foregoing) or political party (e.g., Cuban Communist Party, Workers' Party of Korea) subject to U.S. sanctions/embargo or any other entity in a sanctioned/embargoed country or region or subject to U.S. sanctions/embargo; and (4) will not use the Program in connection with an end-use prohibited by U.S. law.
- E. Parents and guardians of children under the age of majority in their jurisdiction or 18 years of age, whichever is older, agree to be responsible for all uses of the Program by your non-adult child(ren) or ward(s), whether or not such uses were authorized by you.
- F. Communications made using a Product should not be considered private. Activision may monitor and/or record your communications (including, without limitation, chat text, voice communications, and website or other typed interactions) 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, voice communications, and typed interactions of any kind while using the Product. Because voice chat and other communications may be viewed and/or heard by other users, users should avoid revealing any personally identifiable information.

Additionally, Activision may, with or without notice to you, disclose your Internet Protocol (IP) address(es), personal information, chat logs, and other information about you and your activities consistent with the Activision Privacy Policy available at <https://www.activision.com/legal/privacy-policy>.

- G. Consent to Monitor. WHILE RUNNING, THE PRODUCT (INCLUDING SOFTWARE, KERNEL LEVEL DRIVER, OR OTHER TECHNICAL MECHANISM) MAY MONITOR YOUR COMPUTER, OR CONSOLE FOR UNAUTHORIZED PROGRAMS OR PROCESSES RUNNING EITHER CONCURRENTLY WITH SOFTWARE OR OUT OF PROCESS. AN "UNAUTHORIZED PROGRAM" AS USED HEREIN SHALL BE DEFINED AS ANY SOFTWARE PROHIBITED BY SECTION 3.A. ABOVE. DURING THIS PROCESS CERTAIN IDENTIFYING INFORMATION ABOUT YOUR DEVICE, SOFTWARE, OR PROCESSES MAY BE COMMUNICATED BACK TO ACTIVISION TO ASSESS WHETHER ANY UNAUTHORIZED PROGRAMS ARE RUNNING. IN THE EVENT THAT THE PRODUCT DETECTS THE SIGNATURES OF UNAUTHORIZED ACTIVITY OR PROGRAMS, (a) THE PRODUCT MAY COMMUNICATE INFORMATION BACK TO ACTIVISION ABOUT THE

UNAUTHORIZED ACTIVITY, INCLUDING WITHOUT LIMITATION YOUR ACCOUNT NAME, DETAILS ABOUT THE UNAUTHORIZED ACTIVITY DETECTED, AND THE TIME AND DATE; AND/OR (b) ACTIVISION MAY EXERCISE ANY OR ALL OF ITS RIGHTS UNDER THIS AGREEMENT, WITH OR WITHOUT PRIOR NOTICE TO THE USER. INFORMATION UNRELATED TO THE FOREGOING PROCESS FOR DETECTING UNAUTHORIZED PROGRAMS WILL NOT BE COMMUNICATED TO ACTIVISION AS PART OF THIS MONITORING. BY ACCEPTING THIS AGREEMENT, YOU ARE HEREBY AUTHORIZING ACTIVISION TO ACCESS YOUR DEVICE FOR THESE PURPOSES.

4. **OWNERSHIP:** All title, ownership rights, and intellectual property rights in and to the Program are owned by Activision, affiliates of Activision, or Activision’s licensors. The Program is protected by the copyright laws of the United States of America, international copyright treaties, conventions and other laws. The Program may contain certain licensed materials, and Activision’s licensors may protect their rights in the event of any violation of this Agreement. NOTWITHSTANDING ANYTHING TO THE CONTRARY, YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL HAVE NO OWNERSHIP OR OTHER PROPERTY INTEREST IN ANY ACCOUNT STORED OR HOSTED ON AN ACTIVISION SYSTEM (“ACCOUNT”), AND YOU FURTHER ACKNOWLEDGE AND AGREE THAT ALL RIGHTS IN AND TO THESE ACCOUNTS ARE AND SHALL FOREVER BE OWNED BY AND INURE TO THE BENEFIT OF ACTIVISION.

**FOR RESIDENTS IN NORTH AMERICA:** ACTIVISION MAY SUSPEND, TERMINATE, MODIFY OR DELETE ANY OF THESE ACCOUNTS AT ANY TIME FOR ANY REASON OR NO REASON, WITH OR WITHOUT NOTICE TO YOU.

5. **PATCHES AND UPDATES:** Activision may deploy or provide mandatory patches, updates, and modifications to the Program that must be installed for you to continue to use the Program in order to, for example, without limitation: (A) ensure compliance with applicable laws and/or reflect change in relevant laws and regulatory requirements; (B) perform temporary maintenance, fix bugs, implement technical adjustments, and make improvements, (C) update or upgrade the Program including updating the structure, design, or layout of the Program; (D) ensure the security of the Program; and (E) to combat against illegal and/or harmful activities and the use of unauthorized programs or other activities which breach this Agreement. Broadband internet is required for such patches, updates, and modifications. You are responsible for any and all broadband access and usage fees.

**FOR RESIDENTS OUTSIDE THE EUROPEAN ECONOMIC AREA AND THE UNITED KINGDOM:** Activision may update the Program remotely without notifying you, and you hereby grant to Activision consent to deploy and apply such patches, updates, and modifications.

**FOR RESIDENTS IN THE UNITED KINGDOM:** Activision may update the Program remotely without notifying you, provided that any such updates do not result in material derogation in the functionality of the Program, and you hereby grant to Activision consent to deploy and apply such patches, updates, and modifications.

**FOR RESIDENTS IN THE EUROPEAN ECONOMIC AREA:** Unless otherwise required by applicable laws, Activision may update the Program remotely without notifying you. If any updates to the Program result in negatively impacting your access or use of the Program in a more than minor way, we will give you notice of such changes. If you don’t agree to the changes, you will be able to terminate your Agreement with us within 30 days from the date of any notice we provide, or 30 days from when the change comes into effect, whichever is later. You may also be able to receive a proportionate refund for any Program or Service Provided Content paid for but not received. Please visit <https://support.activision.com/> for more information. If you do not object to the changes or terminate the Agreement within the stated time limit, we will take that as your acceptance of the changes. If you are resident in Germany, the terms in the sub-section ‘Patches and Updates’ in Section 19 will apply instead of this Section 5.

6. **LIMITED HARDWARE WARRANTY (RESIDENTS IN NORTH AMERICA AND AUSTRALIA ONLY):**

6(A) Activision warrants to the original consumer purchaser of this Program that the physical media on which this Program is stored and any physical accessories (together the “Goods”) will be free from defects in material and workmanship for 90 days from the date of purchase. If the Goods are found defective within 90 days of

original purchase, Activision agrees to replace, free of charge, the applicable defective Goods within the applicable 90 day period, upon its receipt of the Program (postage paid, with proof of the date of purchase) so long as the Goods are still being manufactured by Activision. If the Goods are no longer available, Activision retains the right to substitute similar goods of equal or greater value. This warranty is limited to the Goods, as originally provided by Activision, and is not applicable to normal wear and tear. This warranty shall not be applicable, and shall be void, if the defect has arisen through abuse, mistreatment, or neglect. Any implied warranties prescribed by statute are expressly limited to the 90-day period described above. EXCEPT AS SET FORTH HEREIN, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

**For residents in North America:** For information about warranty replacement, or other customer service inquires, visit <http://support.activision.com>.

**For residents of Australia:** This warranty is provided in addition to other rights and remedies you may have regarding the Goods provided to you in this game bundle, under the Australian Consumer Law. The Goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Goods repaired or replaced if the Goods fail to be of acceptable quality and the failure does not amount to a major failure. Please contact Activision on 1300 748 995 or email [aussupport@activision.com](mailto:aussupport@activision.com) or mail PO Box 544 Pyrmont NSW 2009 Australia if you have an issue with the Goods provided to you in this game bundle. If a replacement or repair is required Activision will instruct you on the process. As part of the process you may be asked to send: (1) the physical media (for example, CD-ROM/DVD/Blu-ray Disc/cartridge (not including manual or case)) in protective packaging; (2) the accessory; (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. You may be required to also send a cheque or money order but if your claim is determined to be valid you may be entitled to a refund of this amount. Unless otherwise directed by Customer Support, please send items to be replaced (registered mail recommended) to Limited Physical Media/Peripheral Warranty Replacements, Activision Blizzard Australia Pty Ltd, PO Box 544 Pyrmont NSW 2009 Australia . The provisions of the Limitation of Damages clause below apply only to the extent permitted by the Competition and Consumer Act 2010 (Cth).

**6(B). LIMITED HARDWARE WARRANTY (RESIDENTS OF ALL COUNTRIES OTHER THAN NORTH AMERICA AND AUSTRALIA ONLY):** The warranty for the Program is provided in accordance with your statutory rights as a consumer which will always prevail. For information about Activision's procedures on replacements of the Program in the European Union and other countries outside of North America and Australia, or other customer service inquires please check: <http://support.activision.com>.

## 7. LIMITATION OF DAMAGES

### 7(A) FOR RESIDENTS IN NORTH AMERICA:

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, ACTIVISION SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM POSSESSION, USE, OR MALFUNCTION OF THE PROGRAM, INCLUDING DAMAGES TO PROPERTY, COMPUTER FAILURE OR MALFUNCTION AND DAMAGES FOR PERSONAL INJURIES, EVEN IF ACTIVISION HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES. ACTIVISION'S LIABILITY SHALL NOT EXCEED THE ACTUAL PRICE PAID FOR THE LICENSE TO USE THE PROGRAM. SOME STATES/COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS AND/OR THE EXCLUSION OR LIMITATION OF DAMAGES, SO THE ABOVE LIMITATIONS AND/OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

### 7(B) FOR RESIDENTS OUTSIDE NORTH AMERICA:

NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE ACTIVISION'S LIABILITY TO YOU:

- FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE;
- FOR FRAUDULENT MISREPRESENTATION; OR
- FOR ANY OTHER LIABILITY THAT MAY NOT, UNDER THE LAWS OF THE JURISDICTION WHERE YOU RESIDE, BE LIMITED OR EXCLUDED.

SUBJECT TO THIS, IN NO EVENT SHALL ACTIVISION BE LIABLE TO YOU FOR ANY BUSINESS LOSSES AND ANY LIABILITY ACTIVISION DOES HAVE FOR LOSSES YOU SUFFER IS STRICTLY LIMITED TO LOSSES THAT WERE REASONABLY FORESEEABLE AND SHALL NOT, IN AGGREGATE, EXCEED THE GREATER OF THE FOLLOWING: THE TOTAL PRICE PAID BY YOU FOR THE PROGRAM (PLUS ANY PAID-FOR SERVICE PROVIDED CONTENT) OVER THE PREVIOUS 12-MONTHS FROM THE DATE ON WHICH THE LIABILITY ARISES; OR THE SUM OF GBP£500 OR EQUIVALENT AMOUNT UNDER THE CURRENT FOREIGN EXCHANGE RATE.

## 8. TERMINATION:

1. **FOR RESIDENTS OF NORTH AMERICA:** Without prejudice to any other rights of Activision, if you fail to comply with the terms and conditions of this Agreement and subject to the severity of your breach, Activision, at its discretion, may limit your use of the Program or terminate this Agreement. The applicable Program's Security and Enforcement Policy available at [support.activision.com](http://support.activision.com) sets out more in detail the actions you may not perform and the types of limitations Activision may impose if you misuse the Program. In the event Activision elects to terminate this Agreement as a sanction for misuse, you must destroy all copies of the Program and all of its component parts. You may also terminate the Agreement at any time by permanently deleting any installation of the Program, and destroying all copies of the Program in your possession or control.
2. **FOR RESIDENTS OUTSIDE OF NORTH AMERICA:**
  - a. ACTIVISION MAY TERMINATE THE LICENSE GRANTED TO YOU UNDER THIS AGREEMENT AND/OR SUSPEND, MODIFY, OR DELETE YOUR ACCOUNT AT ANY TIME WITHOUT GIVING YOU ANY PRIOR NOTICE IF YOU SERIOUSLY VIOLATE THIS AGREEMENT. SERIOUS VIOLATIONS ARE VIOLATIONS OF IMPORTANT PROVISIONS WHICH INCLUDE SECTION 3, 11(A) AND 11(D) OF THIS AGREEMENT, REPEATED VIOLATIONS OF OTHER PROVISIONS OF THIS AGREEMENT (INCLUDING FURTHER NON-COMPLIANCE WHERE YOU HAVE ALREADY RECEIVED A PRIOR WARNING), OR AS OTHERWISE DETAILED IN THE APPLICABLE PROGRAM'S SECURITY AND ENFORCEMENT POLICY AVAILABLE AT [support.activision.com](http://support.activision.com). IF YOU THINK THAT SUCH DECISION WAS TAKEN WRONGLY, YOU CAN CONTACT ACTIVISION AT [support.activision.com](http://support.activision.com). IF ACTIVISION CANNOT RESOLVE YOUR COMPLAINT AND YOU ARE A RESIDENT OF THE EUROPEAN UNION, YOU CAN USE THE ONLINE DISPUTE RESOLUTION PLATFORM SET UP BY THE EUROPEAN COMMISSION WHICH YOU CAN ACCESS AT <http://ec.europa.eu/odr>.
  - b. ACTIVISION MAY ALSO TERMINATE THE LICENSE GRANTED TO YOU UNDER THIS AGREEMENT AND/OR SUSPEND, MODIFY, OR DELETE YOUR ACCOUNT IF IT HAS ANOTHER VALID REASON TO DO SO (FOR EXAMPLE, CEASING AN ONLINE SERVICE FOR ECONOMIC REASONS DUE TO A LIMITED NUMBER OF USERS CONTINUING TO MAKE USE OF THE SERVICE OVER TIME) OR WITHOUT REASON BY GIVING YOU A REASONABLE PRIOR NOTICE. If you are resident in Germany, the terms in Section 19 will apply to you instead of Section 2(a) and (b).
  - c. IF ACTIVISION TERMINATES THE LICENSE GRANTED TO YOU UNDER THIS AGREEMENT AND/OR SUSPENDS OR DELETED YOUR ACCOUNT, THIS MEANS THAT YOUR ACCESS TO AND RIGHT TO USE THE PROGRAM WILL BE REVOKED.
3. **FOR RESIDENTS IN THE EUROPEAN ECONOMIC AREA:**
  - a. In addition to Section 2(a) and (b) above, with the exception of Agreements relating to (1) Service Provided Content or (2) Programs which do not involve aspects of online-based gameplay, if you are resident in a country in the European Economic Area, you have a legal right to cancel your Agreement with us within the time limits set out in applicable consumer laws. Instructions on how to exercise this right are set out at the end of this Agreement in Appendix 1 (Section A:

‘Information concerning the exercise of the right of withdrawal’).

4. The following provisions shall survive termination of this agreement: LICENSE CONDITIONS (SECTION 3), OWNERSHIP (SECTION 4), LIMITED HARDWARE WARRANTY (SECTIONS 6A AND 6B), LIMITATION OF DAMAGES (SECTIONS 7A AND 7B), TERMINATION (SECTION 8), INDEMNITY (SECTION 10), SERVICE PROVIDED CONTENT (SECTION 11), AVAILABILITY (SECTION 12), ACCESS (SECTION 13), BINDING ARBITRATION AND CLASS ACTION WAIVER (SECTION 16), JURISDICTION AND APPLICABLE LAW (SECTION 17), AND MISCELLANEOUS (SECTION 18).
9. **For residents in North America-- U.S. GOVERNMENT RESTRICTED RIGHTS:** The Program has been developed entirely at private expense and are provided as "Commercial Computer Software" or "restricted computer software." Use, duplication or disclosure by the U.S. Government or a U.S. Government subcontractor is subject to the restrictions set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clauses in DFARS 252.227-7013 or as set forth in subparagraph (c)(1) and (2) of the Commercial Computer Software Restricted Rights clauses at FAR 52.227-19, as applicable. The Contractor/Manufacturer is Activision Publishing, Inc., 2701 Olympic Blvd., Building B, Santa Monica, California 90404.
10. **For residents in North America-- INDEMNITY:** To the fullest extent allowed by applicable law, you agree to indemnify, defend, and hold Activision, its partners, affiliates, licensors, contractors, officers, directors, employees, and agents harmless from all damages, losses and expenses arising directly or indirectly from your breach of this Agreement and/or your acts and omissions in using the Program pursuant to the terms of this Agreement.
11. **SERVICE PROVIDED CONTENT:** "Service Provided Content" consists of all virtual materials, information and content provided to you (e.g., unlockable content, accounts, stats, virtual assets, virtual currencies, codes, achievements, virtual rewards, credits, access, shows, tokens, coins, power-ups, and customizations) in connection with your use of the Program, including the Online Services, which you need to "earn," "grind," "buy," and/or "purchase" in order to obtain additional content.

While the Program may allow you to "earn," "grind," "buy," or "purchase" Service Provided Content within or in connection with gameplay, 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. Unless otherwise specified in writing, any Service Provided Content that you receive is licensed to you as set forth herein, and you shall have no ownership right thereto in any Service Provided Content.

- a. You may not, sell, lend, rent, trade, or otherwise transfer any Service Provided Content, except for other Service Provided Content where applicable. Any sale of Service Provided Content, including, but not limited to, virtual currency for "real" money or exchange of those items or virtual currency for value outside of the Program is prohibited.
- b. Service Provided Content may be altered, removed, deleted, or discontinued by Activision (e.g., upon termination of this Agreement and/or cessation of online support for the Program as set out in Section 8) even if you have not "used" or "consumed" the Service Provided Content prior to alteration, removal, deletion, or discontinuation. Without limiting the above, Service Provided Content may include virtual coins, points or other virtual currencies ("Virtual Currency").
- c. By purchasing or otherwise acquiring Virtual Currency, you obtain a limited license (which is revocable by Activision at any time unless otherwise required by applicable laws and, for residents outside North America only, in accordance with Section 8) to access and select from other Service Provided Content. Virtual Currency has no monetary value and does not constitute currency or property of any type. Virtual Currency may be redeemed for other Service Provided Content only, if at all. Subject to applicable local law, Virtual Currency is non-refundable and you are not entitled to a refund or any other compensation such as Service Provided Content for any unused Virtual Currency. Any unused Virtual Currency is non-exchangeable. Activision may revise the pricing for the Service Provided Content and Virtual Currency offered through the Program at any time. Activision may limit the total amount of Service Provided



Content or Virtual Currency that may be purchased at any one time, and/or limit the total amount of Service Provided Content or Virtual Currency that may be held in your account in the aggregate.

- d. You are only allowed to purchase Service Provided Content or Virtual Currency from Activision or our authorized partners through the Program, and not in any other way.
- e. Activision reserves the right to refuse your request(s) to acquire Service Provided Content and/or Virtual Currency. You agree that you will be solely responsible for paying any applicable taxes related to the acquisition of, use of or access to Service Provided Content and/or Virtual Currency.
- f. There may be Service Provided Content (should you choose to purchase it) which will require you to make a payment with real money, the amount of which will be set out in the Program. All Service Provided Content will be made available immediately when you purchase it with real money and you acknowledge that this is the case and that you will have no right to change your mind and cancel (sometimes known as a 'cooling off' right) once your purchase is complete. Depending on your platform, any Service Provided Content purchased, will be purchased from your platform provider and such purchase will be subject to their respective Terms of Service and User Agreement. Please check usage rights for each purchase as these may differ from item to item. Unless otherwise shown, content available in any in-game store has the same age rating as the game.

## 12. AVAILABILITY:

**12(A) For residents in North America:** Activision does not guarantee that any online services, play or features associated with the Program (collectively, "Online Services") or Service Provided Content will be available at all times or at any given time or that Activision will continue to offer Online Services or Service Provided Content for any particular length of time. Activision may change and update Online Services or Service Provided Content without notice to you. Activision makes no warranty or representation regarding the availability of Online Services and reserves the right to modify or discontinue Online Services in its sole 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. **NOTWITHSTANDING ANYTHING TO THE CONTRARY, YOU ACKNOWLEDGE AND AGREE THAT ONLINE SERVICES MAY BE TERMINATED IN WHOLE OR IN PART AT ACTIVISION'S SOLE DISCRETION WITHOUT NOTICE TO YOU, AND IN CONNECTION WITH ONLINE SERVICES' TERMINATION, ANY AND ALL SERVICE PROVIDED CONTENT LICENSED TO YOU MAY BE TERMINATED. YOU ASSUME ANY AND ALL RISK OF LOSS ASSOCIATED WITH THE TERMINATION OF ONLINE SERVICES AND ANY LOSS OF SERVICE PROVIDED CONTENT OR OTHERWISE.**

**12(B) For residents outside North America:** Subject to the next sentence and without prejudice to your applicable statutory warranties, Activision does not guarantee that the Program, any Online Services or Service Provided Content will be available or error-free at all times or at any given time. Activision warrants that the Program, in addition to any Online Services and Service Provided Content which has been paid-for with real money, will substantially comply with the description provided by it at the point of purchase and be of satisfactory quality (in addition any related services provided through them will be provided with reasonable care and skill). Unless it would put Activision in breach of its statutory conformity warranties, Activision reserves the right to modify or discontinue the Program, Online Services or Service Provided Content in its sole discretion upon reasonable notice to you, including for example, ceasing Online Services for economic reasons due to a limited number of users continuing to make use of them over time. Activision may change and update (or require you to update) the Program, Online Services or Service Provided Content without notice to you to implement minor technical adjustment and improvements (for example, to address a security threat or fix bugs); perform temporary maintenance and make improvements, including altering the structure, design, or layout of the Program, Online Services or Service Provided Content; to combat against illegal and/or harmful activities and the use of unauthorized programs or other activities which breach this Agreement; and/or to reflect changes in relevant laws and regulatory requirements, provided always that any such changes do not result in a more than minor negative impact in your access to and the functionality of the Program, Online Services or any Service Provided Content which has been paid-for with real money). Activision may also make other changes to

the Program, Online Services or Service Provided Content by giving you a reasonable prior notice. If such changes are not acceptable to you, you may contact Activision to terminate your Agreement with us before the changes take effect and discuss refund options for any service or content paid for but not received. Unless applicable law states otherwise, Activision is not liable or responsible for any failure to perform, or delay in performance of, any of its obligations that is caused by events outside its reasonable control. If such circumstances result in a more than minor negative impact in the functionality of the Program or Service Provided Content then your obligation to make any payment to download, use or access them will be suspended for the duration of such period. The warranty for Online Services and/or Service Provided Content which are paid for with real money is provided in accordance with your statutory rights as a consumer which will always prevail. Please see Section 7 in respect of Activision's limitation on damages, but nothing in this paragraph shall affect your statutory rights.

**For residents in the European Economic Area:** In addition to the above Section 12(B), your local laws may also provide you with a legal guarantee that the Program will be in legal conformity at the time of supply and during the life of this Agreement with you. Under this legal guarantee, we will be liable for lack of conformity of the Program and you may have a right under your local laws to: (A) have the Program brought back into conformity; or (B) a proportionate refund and/or termination of the Agreement. Please visit <https://support.activision.com/> for further information. If you are resident in France, the terms in Appendix 1 (section C) apply to the statutory guarantees of the Program.

- 13. ACCESS: YOU ARE SOLELY RESPONSIBLE FOR ANY THIRD PARTY COSTS YOU INCUR TO USE THE PROGRAM 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 Program. Activision makes no warranty that the Program can be accessed or used on all systems, controllers, or devices, by means of any specific Internet or other connection provider, or in all territories. For more information on which systems and platforms are compatible with the Program, please see the Program's product page on your retailer's website. The Program may integrate, be integrated into, or be provided in connection with third-party services and content. Activision does not control those third-party services and content. You should read the terms of use agreements and privacy policies that apply to such third-party services and content. You acknowledge that you are not entitled to any Program related adjustments to your registered region, associated store prices, or content.
- 14. USER GENERATED CONTENT:** The Program may include means by which you and other users may share user generated content ("UGC"). To the fullest extent permitted by applicable law, by submitting any UGC 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 (but subject to applicable local legislation), 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 resident in the European Economic Area, nothing in this section 14 is intended to affect your statutory rights regarding our use of UGC on the termination of your Agreement with us. To the extent the Program permits other users to access and use your UGC, you also grant such users the right to use, copy, modify, display, perform, create derivative works from, and otherwise communicate and distribute your UGC on or through the Program without further notice, attribution or compensation to you. You may only upload your own UGC to the Program; do not upload anyone else's UGC. Activision reserves the right (but has no obligation) to remove, block, edit, move, or disable UGC for any reason in Activision's sole discretion. Activision is not responsible for, and does not endorse or guarantee, the opinions, views, advice or recommendations posted or sent by other users.

**For residents of all countries outside North America:** Users of the Program create, upload, download and use UGC at their own risk. If you upload or make available to other users your UGC via our Program, we do not control, monitor, endorse or own your UGC, and you are commissioning us to host and make available such UGC subject to the above license.

October 31, 2023

Complaints about the content of any UGC must be sent to [legalaffairs@activision.com](mailto:legalaffairs@activision.com) and must contain details of the specific UGC giving rise to the complaint.

**15. For residents in North America-- COPYRIGHT NOTICE:**

If you believe that any content appearing in the Program and/or UGC has been copied in a way that constitutes copyright infringement, please forward the following information to the copyright agent named below. 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. 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.

Copyright Agent  
Activision Publishing, Inc.  
2701 Olympic Blvd., Building B  
Santa Monica, California 90404  
Attn: Activision Business and Legal Affairs  
Fax: (310) 255-2152  
E-Mail: [legalaffairs@activision.com](mailto:legalaffairs@activision.com)

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.

**16. For residents in North America-- BINDING ARBITRATION AND CLASS ACTION WAIVER:**

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

These BINDING ARBITRATION AND CLASS ACTION WAIVER provisions apply to you if you are domiciled in and/or acquired and use the Program in the United States. In the United States, this Agreement is governed by the Federal Arbitration Act ("FAA") and federal arbitration law. These provisions may also apply to you if you are domiciled in and/or acquired and use the Program from outside the United States. See JURISDICTION AND APPLICABLE LAW below for details.

To the fullest extent allowed by applicable law, you and Activision agree to submit all Disputes between us to individual, binding arbitration pursuant to the provisions in this Section 16. A "Dispute" means any dispute, claim, or controversy (except those specifically exempted below) between you and Activision that in any way relates to or arises from any aspect of our relationship, including, without limitation, your use or attempted use of the Program, all marketing related to the Program and/or Virtual Currency, any licensed content, and all matters relating to or arising from this Agreement (including Activision's Privacy Policy and all other terms incorporated into this Agreement) or any other agreement between you and Activision, including any disputes over the validity or enforceability of this agreement to arbitrate. A Dispute shall be subject to these BINDING ARBITRATION AND CLASS ACTION WAIVER provisions regardless of whether it is based in contract, statute, regulation, ordinance, tort (including fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory. This includes claims or requests for relief that accrued before you entered into this Agreement. You understand that there is no judge or jury in arbitration and that court review of an arbitration award is limited.

**Initial Dispute Resolution:** Activision's Customer Support department is available at <https://support.activision.com/> to address any concerns you may have regarding the Program. Most concerns are quickly resolved in this manner to our customers' satisfaction. In an effort to accelerate resolution and reduce the cost of any Dispute between us, you and Activision agree to first attempt to negotiate any Dispute informally for at least thirty (30) days before either party initiates any arbitration or court proceeding (the "Initial Dispute Resolution Period"). That period begins upon receipt of written notice from the party raising the Dispute. If Activision has a Dispute with you, it will send notice of that Dispute to your billing address and email address you have provided to us. If you have a Dispute with Activision, you must notify us in writing at the following email address: [legalaffairs@activision.com](mailto:legalaffairs@activision.com), using the subject line "Initial Dispute Resolution Notice." Your notice of Dispute must be individual to you and must include your name, the screen name and/or email address associated with your player account, and your residential address. The notice of Dispute also must describe the Dispute, explain the facts of the Dispute as you understand them, and tell Activision what you want us to do to resolve the problem. The parties shall use their best efforts to settle any Dispute directly through consultation and good faith negotiations, and you agree that a notice of Dispute containing all of the information required above, followed by at least 30 days of good faith negotiation, are preconditions to either party initiating a lawsuit or arbitration. A notice of Dispute will not be valid, will not start the Initial Dispute Resolution Period, and will not allow you or Activision later to initiate a lawsuit or arbitration, unless it contains all of the information required by this paragraph. If either of us commences an arbitration without having previously provided a valid and compliant notice of Dispute, you and Activision agree that the applicable arbitration provider (or the arbitrator, if one has been appointed) must suspend the arbitration until the party that initiated it complies with the Initial Dispute Resolution Period. You and Activision authorize the arbitration provider or the arbitrator to decide summarily whether the party that commenced an arbitration complied with the Initial Dispute Resolution Period requirement, relying solely on this Agreement and the notice of Dispute (if any) that you or Activision provided before commencing arbitration.

**Binding Arbitration:** If a Dispute cannot be resolved through negotiations during the Initial Dispute Resolution Period, then either party may initiate binding arbitration as the sole means to formally resolve the Dispute, unless an exception applies as stated below. Except in the event of a Mass Arbitration (as defined below), the arbitration will be administered by JAMS in accordance with the JAMS Streamlined Arbitration Rules and Procedures (the "JAMS Rules") effective as of the date of the Notice of Dispute, which are available at the JAMS website, <http://www.jamsadr.com/rules-streamlined-arbitration>, as modified by this Agreement. If, for any reason, JAMS is unable to provide the arbitration, then except as otherwise stated below, you may file your Dispute with any national arbitration company that handles consumer arbitrations following procedures that are substantially similar to the JAMS Rules.

Arbitration hearings may be conducted by videoconference unless the arbitrator believes an in-person hearing is necessary. In such instances, the location of an arbitration hearing will be decided pursuant to the JAMS Rules. 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.

The arbitrator will make a decision in writing but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law. The decision of the arbitrator shall be final and binding on you and Activision, and any award of the arbitrator may be entered in any court of competent jurisdiction.

The arbitrator shall determine the scope and enforceability of this arbitration agreement, including whether a Dispute is subject to arbitration. The arbitrator has authority to decide all issues of validity, enforceability or arbitrability, including, but not limited to, where a party raises as a defense to arbitration that the claims in question are exempted from the arbitration requirement or that any portion of this agreement is not enforceable.

If a lawsuit filed in court includes claims or requests for relief that are arbitrable and claims or requests for relief that are not, you and Activision agree that any non-arbitrable claims or requests for relief shall be stayed pending the completion of the arbitration of the arbitrable claims or requests for relief.

**Class Action Waiver:** TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, YOU AND ACTIVISION AGREE THAT EACH PARTY MAY BRING DISPUTES AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION, COLLECTIVE ACTION OR CLASS ARBITRATION, OR AS A PRIVATE ATTORNEY GENERAL. To the extent applicable law does not permit waiver of private attorney general claims, but permits them to be arbitrated, then such claims shall be resolved in arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity.

If any provision in Section 16 of this Agreement is found to be unenforceable, that provision shall be severed with the remainder of this Agreement remaining in full force and effect. **The foregoing shall not apply to the prohibition against class or collective actions as provided for above. This means that if the prohibition against class or collective actions is found to be unenforceable for any reason, the entire Section 16 of this Agreement (but only Section 16) shall be null and void.**

**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 that only asserts claims for patent infringement or invalidity, copyright infringement, moral rights violations, trademark infringement, and/or trade secret misappropriation, but not, for clarity, claims related to the license granted to you for the Program under this Agreement. Such claims are subject to the jurisdiction and applicable law provisions in Section 17.

Either party may also seek relief in a small claims court for any individual disputes or claims within the scope of that court's jurisdiction. If an arbitration is filed, before the arbitrator is formally appointed either party can send written notice to the opposing party and the applicable arbitration provider that it wants the case decided by a small claims court, after which the arbitration provider may close the case.

**Exception – Mass Arbitration Before FedArb:** Notwithstanding the parties' decision to have arbitrations administered by JAMS, if 20 or more demands for arbitration are filed relating to the same or similar subject matter and sharing common issues of law or fact, and counsel for the parties submitting the demands are the same or coordinated, you and we agree that this will constitute a "Mass Arbitration." If a Mass Arbitration is commenced, you and we agree that it shall not be governed by JAMS Rules or administered by JAMS. Instead, a Mass Arbitration shall be administered by FedArb, a nationally recognized arbitration provider, and governed by the FedArb Rules in effect when the Mass Arbitration is filed, excluding any rules that permit arbitration on a class-wide basis (the "FedArb Rules"), and under the rules set forth in this Agreement. The FedArb Rules are available at <https://www.fedarb.com/> or by calling 1-650-328-9500. You and we agree that the Mass Arbitration shall be resolved using FedArb's Framework for Mass Arbitration Proceedings ADR-MDL, available at <https://www.fedarb.com/>. Before any Mass Arbitration is filed with FedArb, you and we agree to contact FedArb jointly to advise that the parties intend to use FedArb's Framework for Mass Arbitration Proceedings ADR-MDL. The individual demands comprising the Mass Arbitration shall be submitted on FedArb's claim form(s) and as directed by FedArb. You and Activision agree that if either party fails or refuses to commence the Mass Arbitration before FedArb rather than JAMS, you or Activision may seek an order from JAMS compelling compliance and directing administration of the Mass Arbitration before FedArb. Pending resolution of any such requests, you and we agree that all arbitrations comprising the Mass Arbitration (and any obligation to pay arbitration fees) shall be stayed.

**30 Day Right to Opt Out:** You have the right to opt-out and not be bound by the arbitration agreement and class action waiver provisions in this Section 16 by sending written notice of your decision to opt-out to the following email address: [legalaffairs@activision.com](mailto:legalaffairs@activision.com), using the subject line "Arbitration Opt-Out." The notice must be sent within 30 days of purchasing the Program (or if no purchase was made, then within 30 days of the date on which you first access or use the Program and agree to these terms); otherwise you shall be bound to arbitrate disputes in accordance with the terms of this Section 16. If you opt-out of these arbitration provisions, Activision also will not be bound by them.

## 17. JURISDICTION, APPLICABLE LAW AND CONTRACTING PARTIES

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

**A. For residents in the United States, Mexico, or Canada**, then any claims or requests for relief arising out of this Agreement (including interpretation, claims for breach, and all other claims or requests for relief (including consumer protection, unfair competition, and tort claims)) will be subject to the laws of the State of Delaware, without reference to conflict of laws principles. If any court or arbitrator determines that the “Class Action Waiver” paragraph set forth above 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 or requests for relief (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 Program 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 or requests for relief that are subject to exceptions to the arbitration agreement described in BINDING ARBITRATION AND CLASS ACTION WAIVER above, or otherwise determined not to be arbitrable. Nothing in this paragraph shall preclude you or Activision from removing to federal court a case originally filed in state court, if federal court jurisdiction exists. To the fullest extent permitted by law, any claim or request for relief in a demand for arbitration filed pursuant to Section 16 of this Agreement, as well as any claim or request for relief in a lawsuit filed in court under an exception to the arbitration agreement in Section 16, shall be barred if filed more than two (2) years after the date that the claim or request for relief accrued.

**B. For residents in the European Union and United Kingdom**, then 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 country (e.g., the United Kingdom, the French Republic, or the Federal Republic of Germany) in which you acquired and use the Program. 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 Program, or in the alternative the courts of England and Wales or other court as applicable under the Brussels Regulation EC 44/2001

**C. For residents in Australia or Japan**, then 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 Program (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. For residents in the Rest of the World**, if you acquired and use this Program 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 Program to the extent permitted by applicable law. No warranty or representation is made by Activision that the Program or any use of the Program outside of the countries listed in sections A, B and C above complies with any applicable local law. Further your use of the Program and all claims arising out of or related to the Program 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.

To the extent permitted by applicable law, you and Activision agree to waive rights to a trial by jury.

#### E. Contracting Parties

**For residents in the United States, Mexico, or Canada**, you are contracting with Activision Publishing, Inc., 2701 Olympic Blvd., Building B, Santa Monica, California 90404.

**For residents in EMEA (Europe including United Kingdom, Middle East and Africa, Russia)**, you are contracting with Activision Blizzard UK Ltd, The Ampersand Building, 178 Wardour Street, London, United Kingdom, W1F 8FY

**For residents in LATAM (excluding Mexico)**, when using the Program on:

- the Battle.net platform as well as any Nintendo platforms, you are contracting with Activision Publishing, Inc. of 2701 Olympic Blvd., Building B, Santa Monica, California 90404
- any other platforms (including Sony and Microsoft Xbox console platforms or through a mobile device), you are contracting with Activision Blizzard International LLC of 2701 Olympic Blvd., Building B, Santa Monica, California 90404

**For residents in Korea**, when using the Program on:

- a mobile device downloadable from Google Play Store and iOS App Store you are contracting with Activision Blizzard International, LLC of 2701 Olympic Blvd, Building B, Santa Monica, 90404
- any other platforms, you are contracting with Blizzard Entertainment Limited of 15F, Parnas Tower, 521, Teheran-ro, Gangnam-gu, Seoul, Korea

**For residents in APAC (excluding Korea)**, when using the Program on:

- the Battle.net platform as well as any Sony and/or Nintendo platforms, you are contracting with Activision Publishing, Inc. of 2701 Olympic Blvd., Building B, Santa Monica, California 90404
- a mobile device (except in the following territories which are excluded: Hong Kong, Macau, and Taiwan, South Korea, Vietnam, Thailand, Malaysia, Indonesia, Philippines, Singapore, Laos, Brunei, Myanmar, Cambodia, and East Timor) you are contracting with Activision Blizzard International LLC of 2701 Olympic Blvd., Building B, Santa Monica, California 90404
- any other platforms (including Microsoft Xbox console platforms), you are contracting with Activision Blizzard International LLC of 2701 Olympic Blvd., Building B, Santa Monica, California 90404.

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 the BINDING ARBITRATION AND CLASS ACTION WAIVER provisions above.

**18. MISCELLANEOUS:** This Agreement is the complete agreement concerning this license between the parties and supersedes all prior agreements and representations between them. If any provision of this Agreement is held to be unenforceable, the applicable provision shall be reformed only to the extent necessary to make it enforceable and the remaining provisions of this Agreement shall not be affected, except as otherwise expressly provided herein.

## **19. SUPPLEMENTAL TERMS – GERMANY**

The following Sections below supersede and replace the corresponding Sections above for residents in Germany:

Patches and Updates: Activision may, if the change is solely for your benefit or if another valid reason exists, deploy or provide mandatory patches, updates, and modifications to the Program that must be installed for you to continue to use the Program. A valid reason includes, for example, to: (A) ensure compliance with applicable laws and/or reflect change in relevant laws and regulatory requirements; (B) perform temporary maintenance, fix bugs, implement technical adjustments, and make improvements, (C) update or upgrade the Program including updating the structure, design, or layout of the Program; (D) ensure the security of the Program; and (E) to combat against illegal and/or harmful activities and the use of unauthorized programs or other activities which breach this Agreement. Broadband internet is required for such patches, updates, and modifications. You are responsible for any and all broadband access and usage fees. We will not be liable for any malfunction or error to the Program or Service Provided Content caused by your failure to install an update where we have informed you of the consequences of not installing the update. If any updates to the Program result in negatively impacting your access or use of the Program in a more than minor way, we will give you at least six weeks' notice, and you will have 30 days from our notice of the change or from when the change comes into effect (whichever is later) to reject the changes and terminate the Agreement. You may also be able to receive a proportionate refund for any Program or Service Provided Content paid for but not received. Please visit <https://support.activision.com/> for more information. If you do not reject these changes or terminate the Agreement within the stated time limit, we will take that as your acceptance of the changes.

**Modification of Terms:** From time to time, Activision may need to amend this Agreement if there is a good reason for the change and the changes reasonably take into account the interests of both parties, for example to reflect or include new products or services, to enhance security for users or because of changes in the law, but we will not modify the terms to change our main obligations to you. If Activision makes a change to this Agreement, we will inform you of the particular changes in advance of the changes coming into force, and you will have at least six weeks (starting from our notice to you) to indicate whether you accept the amended Agreement. You shall be deemed to have accepted these changes (i) unless you have notified us of your objection to such changes within the stated six weeks, or (ii) if you use the Program after the changes have entered into force. In the notification, we will inform you of your right to object, of the applicable notice period and the legal consequences of a failure to object.

The latest version of this Agreement will always be available on our website, so we recommend that you check for updates to this Agreement each time you use the Program. Changes to the Agreement shall not affect your accrued rights, shall not substantially disrupt the contractual balance between you and us under this Agreement and shall not have retroactive effect.

The following Section below supersedes and replaces sub-sections 2 and 3 of Section 8 ('Termination'):

Termination:

2. ACTIVISION MAY TERMINATE THE LICENSE GRANTED TO YOU UNDER THIS AGREEMENT AND/OR SUSPEND, MODIFY, OR DELETE YOUR ACCOUNT IF YOU SERIOUSLY VIOLATE THIS AGREEMENT. WE WILL NOTIFY YOU IN ADVANCE IF WE DECIDE TO TERMINATE OR SUSPEND THE LICENSE, UNLESS WE ARE TERMINATING OR SUSPENDING IT TO COMPLY WITH A LEGAL OBLIGATION WHICH DOES NOT INCLUDE A PRIOR NOTICE OBLIGATION OR THIS IS NOT POSSIBLE DUE TO THE OBLIGATION TO TAKE IMMEDIATE ACTION. WE WILL RESTORE THIS LICENSE IF WE HAVE GOOD CAUSE TO BELIEVE OUR ACTIONS WERE NOT SUFFICIENTLY JUSTIFIED. SERIOUS VIOLATIONS ARE VIOLATIONS OF IMPORTANT PROVISIONS WHICH INCLUDE SECTION 3, 11(A) AND 11(D) OF THIS AGREEMENT, REPEATED VIOLATIONS OF OTHER PROVISIONS OF THIS AGREEMENT (INCLUDING FURTHER NON-COMPLIANCE WHERE YOU HAVE ALREADY RECEIVED A PRIOR WARNING), OR AS OTHERWISE DETAILED IN THE APPLICABLE PROGRAM'S SECURITY AND ENFORCEMENT POLICY AVAILABLE AT [support.activision.com](http://support.activision.com). IF YOU THINK THAT SUCH DECISION WAS TAKEN WRONGLY, YOU CAN CONTACT ACTIVISION AT [support.activision.com](http://support.activision.com).

ACTIVISION MAY ALSO TERMINATE THE LICENSE GRANTED TO YOU UNDER THIS AGREEMENT AND/OR SUSPEND, MODIFY, OR DELETE YOUR ACCOUNT IF IT HAS ANOTHER VALID REASON TO DO SO (FOR EXAMPLE, CEASING AN ONLINE SERVICE FOR ECONOMIC REASONS DUE TO A LIMITED NUMBER OF USERS CONTINUING TO MAKE USE OF THE SERVICE OVER TIME) OR WITHOUT REASON BY GIVING YOU A REASONABLE PRIOR NOTICE.

IF ACTIVISION TERMINATES THE LICENSE GRANTED TO YOU UNDER THIS AGREEMENT AND/OR SUSPENDS OR DELETED YOUR ACCOUNT, THIS MEANS THAT YOUR ACCESS TO AND RIGHT TO USE THE PROGRAM WILL BE REVOKED.

3. With the exception of Agreements relating to (1) Service Provided Content or (2) Programs which do not involve aspects of online-based gameplay, if

If you are a resident in a country in the European Economic Area, you have a legal right to cancel your Agreement with us within the time limits set out in applicable consumer laws. Instructions on how to exercise this right are set out at the end of this Agreement in Appendix 1 (Section A: 'Information concerning the exercise of the right of withdrawal').

## Appendix 1:



## **A. Information concerning the exercise of the Right of Withdrawal**

### **Right of Withdrawal**

You have the right to withdraw from this Agreement within 14 calendar days without giving any reason.

The withdrawal period will expire after 14 calendar days from the day of the conclusion of the Agreement.

To exercise the right of withdrawal, you must inform us (Legal Team, Activision Blizzard UK Ltd of The Ampersand Building, 178 Wardour Street, London, W1F 8FY, United Kingdom or via [www.support.activision.com](http://www.support.activision.com)) of your decision to withdraw from the Agreement by an unequivocal statement (e.g. a letter sent by post, or e-mail). You may use the model withdrawal form attached hereafter, but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

### **Effects of withdrawal**

If you withdraw from the Agreement, we shall reimburse to you all payments received from you under this Agreement, including the costs of delivery if applicable (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 calendar days from the day on which we are informed about your decision to withdraw from this Agreement. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of services under an Agreement during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated to us your withdrawal from that Agreement, in comparison with the full coverage of these services under the Agreement.

You lose your right of withdrawal, insofar as the Agreement is a service contract, after the service has been fully performed and if the performance has begun with your prior express consent, and with the acknowledgement that you will lose your right of withdrawal once the service has been fully performed by us.

You lose your right of withdrawal insofar as the Agreement comprises the supply of digital content which is not supplied on a tangible medium if the performance has begun with your prior express consent and your acknowledgement that you thereby lose your right of withdrawal.

Based on the above, you understand that by purchasing Service Provided Content, you consent that we make available these Service Provided Content to you directly after we have accepted your order. You will lose your right of withdrawal once the Service Provided Content has been made fully available to you by us. However, your right of withdrawal is not lost if you purchase Virtual Goods that are granted to you for a certain period of time (e.g. time-limited premium memberships).

## **B. Model withdrawal Form**

(Complete and return this form only if you wish to withdraw from this Agreement. We also strongly recommend that you submit this form to the retailer or platform partner (with the relevant information about them filled out below) who you purchased the Product from in order to withdraw from the Agreement.)

To Legal Team, Activision Blizzard UK Ltd of The Ampersand Building, 178 Wardour Street, London, W1F 8FY, United Kingdom:

I/We hereby give notice that I/We withdraw from my/our contract for the purchase of the following goods/ the provision of the following services:\*

- Ordered/ received on\*:
- Name of consumer(s):
- Address of consumer(s):
- Signature of consumer(s): (only required if this form is notified on paper)
- Date:

(\* ) Delete where appropriate.

### C. Statutory guarantees under French law for residents in France regarding the Product

French law grants you as consumers the following statutory rights and guarantees in relation to the Product. Activision will therefore offer you the protection granted by law under the legal warranty of conformity provided by articles L. 224-25-12 to L. 224-25-26 of the French Consumer Code. Activision is liable for supplying digital contents and services that comply with the Agreement and with the objective and subjective criteria set out by the law. Regarding one-off supply, Activision is accountable for any non-conformity that exists at the time of supply and which becomes apparent within two years of supply. Regarding digital content or service supplied on a continuous basis, Activision is accountable for any non-conformity which becomes apparent during the period in which it is supplied under the Agreement. We are also accountable, within the same time limits, for any non-conformity resulting from the incorrect integration of the digital content or service into the consumer's digital environment where this has been done by us or under our responsibility, or where the incorrect integration by the consumer is the result of deficiencies in the instructions provided by us. For the 12 month period following the supply of the Product, the consumer will not be required to prove the existence of the defect. In the event of lack of conformity, the consumer shall be entitled to have the digital content or service brought into conformity or, failing that, to have the price reduced or to cancel the contract under the conditions set out in the French Consumer Code.