

NINTENDO OF AMERICA COMMUNITY GUIDELINES

At Nintendo, we want to create experiences that put smiles on faces, and we believe those smiles are for everyone. We also believe the best experiences happen when we all work together to keep our Nintendo games, online services, and events safe, friendly, welcoming, and fun for all.

Please take a few minutes to read our Community Guidelines, as they outline our expectations when engaging with our Nintendo products, services or events.

Be kind and respectful. Follow this timeless approach: treat others as you would like to be treated. Don't be offensive, misrepresent, harass, threaten, discriminate against, or abuse anyone, and don't act in any other manner that could disrupt the enjoyment of others or result in harm to anyone.

Play by the rules. We ask that you use our software, services, and systems as they were intended to be used. Please don't attempt to impair or get around measures in place to protect our software, services and content, or promote or engage in any other form of harmful, unauthorized, fraudulent or illegal behavior. Don't create, share, or play unauthorized copies of our products or services, and don't cheat.

Keep your account to yourself. Remember that your personal information and purchases are yours alone. Don't sell, trade or otherwise transfer your purchases or user account to anyone.

Share thoughtfully. Be mindful of what you share so others can enjoy your content, and please respect others' contributions. Don't share personal information, content that is obscene, illegal or otherwise inappropriate, copies of products or services, copyrighted or trademarked works, commercial activity such as advertising or other promotional materials, or any other content that isn't yours to share.

We're building this community together. Please consider sharing these values when engaging with or guiding others to play our Nintendo games, use our services, visit our events, or participate in our contests. By communicating these values to each other, we create a community that is both welcoming and enduring.

Celebrate our shared passion for gaming. Please be mindful that not every topic that might be appropriate in other venues is appropriate on our products, platforms, and events, which are a celebration of our Nintendo characters and worlds. We're all here because we love games, and so we encourage everyone to share their passion for gaming at our events and on our platforms while keeping other topics to venues more appropriate for those conversations.

Speak up. If you encounter any behavior or content that violates these guidelines, let us know. Many of our online services and games have built-in reporting features, or you can contact Nintendo Customer Services if you see someone engaging in inappropriate behavior or sharing content that is obscene, illegal or otherwise inappropriate.

Anyone who violates any of our user agreements or these community guidelines may be suspended or have access to games and/or services disabled, their user entries, content, or posts removed, and their entry to competitions, contests, locations, and events restricted. The easiest way to avoid this is for everyone to be respectful of others by following our community guidelines and any other additional expectations specific to Nintendo products, services, events, competitions, or locations.

Again, please *have fun!* We can all enjoy the world of Nintendo and have the best time when we treat others with respect. Let's work together to ensure our Nintendo communities remain a fantastic place for all to feel welcome.

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Il répond également des défauts de conformité résultant de l'emballage, des instructions de montage ou de l'installation lorsque celle-ci a été mise à sa charge par le contrat ou a été réalisée sous sa responsabilité.

Article L. 217-5 du Code de la consommation : Le bien est conforme au contrat :

1° S'il est propre à l'usage habituellement attendu d'un bien semblable et, le cas échéant :

- s'il correspond à la description donnée par le vendeur et possède les qualités que celui-ci a présentées à l'acheteur sous forme d'échantillon ou de modèle ;

- s'il présente les qualités qu'un acheteur peut légitimement attendre eu égard aux déclarations publiques faites par le vendeur, par le producteur ou par son représentant, notamment dans la publicité ou l'étiquetage ;

2° Ou s'il présente les caractéristiques définies d'un commun accord par les parties ou est propre à tout usage spécial recherché par l'acheteur, porté à la connaissance du vendeur et que ce dernier a accepté.

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YOU SHOULD CAREFULLY READ THIS AGREEMENT (THE “AGREEMENT”) BEFORE INSTALLING OR USING BLIZZARD’S ONLINE GAMING PLATFORM. IF YOU DO NOT AGREE WITH ALL OF THE TERMS OF THIS AGREEMENT, YOU MAY NOT INSTALL OR OTHERWISE ACCESS THE PLATFORM.

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.**

THIS AGREEMENT CONTAINS A **BINDING INDIVIDUAL ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** IN THE SECTION TITLED “DISPUTE RESOLUTION.” THIS AFFECTS YOUR RIGHTS WITH RESPECT TO ANY “DISPUTE” BETWEEN YOU AND BLIZZARD AND MAY REQUIRE YOU TO RESOLVE DISPUTES IN BINDING, INDIVIDUAL ARBITRATION, AND NOT IN COURT. PLEASE READ THIS ENTIRE AGREEMENT, INCLUDING THAT PROVISION, CAREFULLY.

Thank you for your interest in Blizzard’s online gaming services and interactive games, and the interactive games from other developers (“Licensors”) who make their games available through the Battle.net gaming service (Blizzard’s and the Licensors’ games are collectively referred to herein as the “Games”). This Agreement sets forth the terms and conditions under which you are licensed to install and use the Platform, and it governs other aspects of the relationship between you and Blizzard as set forth below. As used in this Agreement, the term “Platform” refers collectively, and at times individually, to (1) the Battle.net desktop app software, (2) the Battle.net gaming service, (3) each of the Games, (4) authorized Mobile Apps relating to the Games and the Battle.net service, and (5) all features and components of each of them, whether installed or used on a computer, console, or mobile device. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU ARE NOT PERMITTED TO INSTALL, COPY, OR USE THE BLIZZARD PLATFORM. IF YOU REJECT THE TERMS OF THIS AGREEMENT WITHIN FOURTEEN (14) DAYS AFTER YOUR PURCHASE OF A GAME FROM BLIZZARD, YOU MAY CONTACT BLIZZARD THROUGH <https://us.battle.net/support/en/> TO INQUIRE ABOUT A FULL REFUND OF THE PURCHASE PRICE OF THAT GAME. IF YOU PURCHASED A GAME AT RETAIL, YOUR RIGHT TO RETURN THE GAME IS SUBJECT TO THE RETAILER’S RETURN POLICY.

Your use of the Platform is licensed, not sold, to you, and you hereby acknowledge that no title or ownership with respect to the Platform or the Games is being transferred or assigned and this

Agreement should not be construed as a sale of any rights. All access to and use of the Platform and the Games is subject to this Agreement, the applicable software documentation, and our Privacy Policy (accessible at <https://www.blizzard.com/en-us/legal/>) (collectively, the “Complete Terms”). The Complete Terms are hereby incorporated into this Agreement by reference (with this Agreement controlling any conflicting terms) and represent the complete agreement between you and us relating to use of the Platform, the Games, and related services and products, superseding any prior agreements between you and us, whether written or oral.

Except as otherwise provided below, if you reside in the United States, Canada, or Mexico, use of the Platform is licensed to you by Blizzard Entertainment, Inc., a Delaware corporation, 1 Blizzard Way, Irvine, CA 92618, and if you are not a resident of the United States, Canada, or Mexico, use of the Platform is licensed to you by Activision Blizzard International B.V., Stroombaan 16, 1181 VX Amstelveen, the Netherlands (Blizzard Entertainment, Inc., and Activision Blizzard International B.V. are referred to herein as “Blizzard”, “we,” or “us”).

1. The Platform.

- A. The Battle.net Account. To use the Platform, you may be required to register, or have previously registered, a Battle.net Account (an “Account”). Certain Games may not require creation of an Account. Use of the Games, and creation and use of Accounts, are subject to the following terms and conditions:
- i. You may establish an Account only if: (i) you are a “natural person” and an adult in your country and state of residence (Corporations, Limited Liability Companies, partnerships and other legal or business entities may not establish an Account); and (ii) you are not an individual specifically prohibited by Blizzard from using the Platform.
 - ii. When you create or update an Account, you must:
 1. provide Blizzard with accurate and up to date information that is personal to you, such as your name, address, phone number, and email address. Additionally, in order to play certain Games or use certain features offered on the Platform, you may also be required to provide Blizzard with payment information (such as credit card information). Blizzard’s retention and/or use of your personal information is subject to Blizzard’s Privacy Policy, located [here](#). Blizzard shall also have the right to obtain non personal data from your connection to the Platform; and
 2. select a unique username and password (collectively referred to hereunder as “Login Information”). You may not use your real name as the password for the Account, and you cannot share the Account or the Login Information with anyone, unless the terms of this Agreement allow it.
 - iii. To play Games, you may need to add a Game license to an Account, which may require an authentication code generated by Blizzard. For Game licenses purchased at retail, the

authentication code will either be included in the packaging materials or sent to you via electronic means. If you purchase or download a Game digitally from Blizzard or via an authorized mobile app store (e.g., Apple or Google), the authentication code will be assigned to the Account when you purchase the Game.

- iv. Please take a few moments to review Blizzard's Account Security information [here](#). You must maintain the confidentiality of the Login Information, as you are responsible for all uses of the Login Information and the Account, including purchases, whether or not authorized by you. If you become aware of or reasonably suspect any breach of security, including without limitation any loss, theft, or unauthorized disclosure of the Login Information, you must immediately notify Blizzard through <https://us.battle.net/support/en/>.
- v. Subject to the laws of your country of residence, minor children may utilize an Account established or play a Game installed by their parent or legal guardian upon the parent/guardian's acceptance of this Agreement. In the event that you permit your minor child or legal ward (collectively, your "Child") to use an Account or the Platform (including any Game), you hereby agree to this Agreement on behalf of yourself and your Child, and you understand and agree that you will be responsible for all uses of the Account or the Platform by your Child whether or not any particular use was authorized by you.
- vi. Your use of the Platform to interact with Blizzard and other players is governed by Blizzard's Code(s) of Conduct (the "Codes of Conduct") and in-game policies (the "In-game Policies"). The Codes of Conduct and In-Game Policies are not meant to be exhaustive. The Codes of Conduct and In-Game Policies are incorporated into this Agreement by this reference, and are available on Blizzard's Customer Support database, located [here](#). Please note that violation of any of Blizzard's Codes of Conduct (including with regard to Your use of Blizzard's Websites and Forums) may result in penalties against your Battle.net Account, including suspension and/or termination of Game licenses.
- vii. You agree to pay all fees and applicable taxes incurred by you or anyone using your Account. If you choose a recurring subscription for a Game, you acknowledge that payments will be processed automatically (e.g., debited from your Battle.net Balance or charged to your credit card) until you cancel the subscription or the Account. Blizzard may revise the pricing for the goods and services offered through the Platform at any time. **YOU ACKNOWLEDGE THAT BLIZZARD IS NOT REQUIRED TO REFUND AMOUNTS YOU PAY TO BLIZZARD FOR USE OF THE PLATFORM, OR FOR DIGITAL PURCHASES MADE THROUGH THE PLATFORM, FOR ANY REASON, EXCEPT AS REQUIRED BY APPLICABLE LAW.**
- viii. Blizzard shall have the right to monitor and/or record your communications when you use the Platform, and you acknowledge and agree that when you use the Platform, you have no

expectation that your communications will be private. Blizzard shall have the right to disclose your communications for any reason, including: (a) to satisfy any applicable law, regulation, legal process or governmental request; (b) to enforce the terms of this Agreement or any other Blizzard policy; (c) to protect Blizzard's legal rights and remedies; (d) to protect the health or safety of anyone that Blizzard believes may be threatened; or (e) to report a crime or other offensive behavior.

B. Grant of License. If you accept and comply with the terms of this Agreement, Blizzard will grant, and you will receive, a limited, revocable, non-sub licensable, and non-exclusive license to use the Platform subject to the "License Limitations," set forth in Section 1.C below, as follows:

- i. You may install applicable components or features of the Platform (including the Games) on one or more computers or mobile devices under your legitimate control.
- ii. You may use the Platform for your personal and non-commercial entertainment purposes only, unless specifically allowed under the terms of this Agreement.
- iii. You may not transfer your rights and obligations to use the Platform.
- iv. With regards to Games purchased from retailers on original media (e.g., on CD-ROM, DVD, etc.) you may permanently transfer all of your rights and obligations related to the use of a Game under this Agreement to another person who agrees to the terms of this Agreement by physically transferring the original media, original packaging, and all manuals or other documentation distributed with the Game provided that you permanently delete all copies and installations of the Game in your possession or control. You agree to be solely responsible for any taxes, fees, charges, duties, withholdings, assessments, and the like, together with any interest, penalties, and additions imposed in connection with such transfer. Other than as set forth above, Blizzard does not recognize any purported transfer of the Games.
- v. Some of the Games may be subject to specific license terms that may include the following:
 1. Trial or "Starter" versions of Games allow you to play a limited version of the Game before you will be required to purchase a Game license from Blizzard. Licenses to use the full version of these Games can be purchased through the Platform.
 2. In certain cases, the "full version," of Games can only be played after you purchase and add a Game license to your Account.
 3. You may play the Game(s) you have licensed at authorized publicly-available cyber cafés or computer gaming centers on the Platform through an Account registered to you.

4. Certain Games may be obtained through the Platform, but may not be playable on the Platform. In such an event, the Game will be provided with a separate End User License Agreement that will govern your installation and use of the Game post purchase.
5. Games which are produced by Blizzard's Licensors and distributed through, and/or played upon, the Platform will require that you agree to the Licensor's End User License Agreement prior to your being able to play the Game on the Platform, and the terms and conditions of Licensor's End User License Agreement are hereby incorporated into this Agreement by this reference. In the event of a conflict between the terms between this Agreement and a Licensor's End User License Agreement pertaining to the use of the Licensor's Game, the Licensor's End User License Agreement shall supersede and govern your use of the Licensor's Game. However, in the event of a conflict between the terms of this Agreement and the Licensor's End User License Agreement pertaining to any other aspect of the Platform, this Agreement shall supersede and govern your use of the Platform.

C. License Limitations. Blizzard may suspend or revoke your license to use the Platform, or parts, components and/or single features thereof, if you violate, or assist others in violating, the license limitations set forth below. You agree that you will not, in whole or in part or under any circumstances, do the following:

- i. **Derivative Works:** Copy or reproduce (except as provided in Section 1.B.), translate, reverse engineer, derive source code from, modify, disassemble, decompile, or create derivative works based on or related to the Platform.
- ii. **Cheating:** Create, use, offer, promote, advertise, make available and/or distribute the following or assist therein:
 1. **cheats;** i.e. methods not expressly authorized by Blizzard (whether accomplished using hardware, software, a combination thereof, or otherwise), influencing and/or facilitating gameplay, including exploits of any in-game bugs, and thereby granting you and/or any other user an advantage over other players not using such methods;
 2. **bots;** i.e. any code and/or software, not expressly authorized by Blizzard, that allows the automated control of a Game, or any other feature of the Platform, e.g. the automated control of a character in a Game;
 3. **hacks;** i.e. accessing or modifying the software of the Platform in any manner not expressly authorized by Blizzard; and/or
 4. any code and/or software, not expressly authorized by Blizzard, that can be used in connection with the Platform and/or any component or feature thereof which changes and/or facilitates the gameplay or other functionality;

- iii. Prohibited Commercial Uses: Exploit, in its entirety or individual components, the Platform for any purpose not expressly authorized by Blizzard, including, without limitation (i) playing the Game(s) at commercial establishments (subject to Section 1.B.v.3.); (ii) gathering in-game currency, items, or resources for sale outside of the Platform or the Game(s); (iii) performing in-game services including, without limitation, account boosting or power-leveling, in exchange for payment; (iv) communicating or facilitating (by text, live audio communications, or otherwise) any commercial advertisement, solicitation or offer through or within the Platform; or (v) organizing, promoting, facilitating, or participating in any event involving wagering on the outcome, or any other aspect of, Blizzard's Games, whether or not such conduct constitutes gambling under the laws of any applicable jurisdiction, without authorization.
- iv. "esports": Use the Platform for any esports or group competition sponsored, promoted or facilitated by any commercial or non-profit entity without obtaining additional authorization from Blizzard or obtaining Blizzard's prior written consent. For more information on obtaining appropriate authorization, please visit Blizzard's website.
- v. Cloud Computing: Use the Platform, including a Game, in connection with any unauthorized third-party "cloud computing" services, "cloud gaming" services, or any software or service designed to enable the unauthorized streaming or transmission of Game content from a third-party server to any device.
- vi. Data Mining: Use any unauthorized process or software that intercepts, collects, reads, or "mines" information generated or stored by the Platform; provided, however, that Blizzard may, at its sole and absolute discretion, allow the use of certain third-party user interfaces.
- vii. Duplicated Items: Create, utilize or transact in any in-game item created or copied by exploiting a design flaw, undocumented problem, or program bug in the Platform.
- viii. Matchmaking: Host, provide or develop matchmaking services for the Game(s), or intercept, emulate or redirect the communication protocols used by Blizzard in any way, for any purpose, including without limitation unauthorized play over the internet, network play (except as expressly authorized by Blizzard), or as part of content aggregation networks.
- ix. Unauthorized Connections: Facilitate, create or maintain any unauthorized connection to the Platform including without limitation (i) any connection to any unauthorized server that emulates, or attempts to emulate, the Platform; and (ii) any connection using third-party programs or tools not expressly authorized by Blizzard.
- x. Transfers: Attempt to sell, sublicense, rent, lease, grant a security interest in or otherwise transfer any copy of the Platform or component thereof, or your rights to the Platform to any other party

in any way not expressly authorized herein.

- xi. Disruption / Harassment: Engage in any conduct intended to disrupt or diminish the game experience for other players, or disrupt operation of Blizzard's Platform in any way, including:
 - 1. Disrupting or assisting in the disruption of any computer used to support the Platform or any Game environment. ANY ATTEMPT BY YOU TO DISRUPT THE PLATFORM OR UNDERMINE THE LEGITIMATE OPERATION OF ANY GAME MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS.
 - 2. Harassment, "griefing," abusive behavior or chat, conduct intended to unreasonably undermine or disrupt the Game experiences of others, deliberate inactivity or disconnecting, and/or any other activity which violates Blizzard's Codes of Conduct or In-Game Policies.
- xii. Violation of Laws: use the Platform to violate any applicable law or regulation.

D. Platform and Game-Specific Features.

i. Platform Features:

- 1. **Global Play.** Certain Games feature "Global Play," which allows you to play with players who are outside of the region associated with the Account that you have registered. The Global Play feature requires that some or all of your personal information provided to Blizzard when you registered the Account be transferred to servers operated by Blizzard in the regions where you wish to play the Game. By agreeing to participate in Global Play, you agree that Blizzard can transfer your data to Blizzard's servers in each of the regions that you select to participate in using the Global Play feature. For more information, please review Blizzard's Privacy Policy located [here](#).

2. Battle.net Balance.

- a. As an active Account holder, you may participate in the Battle.net Balance service ("Battle.net Balance"). Battle.net Balance can only be used to obtain certain products and services offered by Blizzard; it has no cash value. Blizzard grants you a limited license to acquire, use, and redeem Battle.net Balance pursuant to the terms of this Agreement. Regardless of how it is acquired, Battle.net Balance is non-transferable to another person or Account, does not accrue interest, is not insured by the Federal Deposit Insurance Corporation (FDIC), and, unless otherwise required by law or permitted by this Agreement, is not redeemable or refundable for any sum of money, monetary value, or anything of value, from Blizzard at any time. The Battle.net Balance does not have an equivalent value in real currency and does not act as a substitute for real currency. You acknowledge and agree that we may revise or take action that impacts the perceived value or purchase price of the Battle.net Balance at any time except as prohibited by applicable law. The Battle.net Balance may terminate in accordance with the terms and conditions of this Agreement, when we cease providing the Software, or this Agreement is otherwise terminated. Battle.net Balance does not constitute

or confer upon you any personal property right. Battle.net Balance is not a bank account. And, while you can register and play on multiple Accounts, you are not allowed to have more than three (3) Accounts with Battle.net Balance.

- b. To purchase Battle.net Balance, go to the [Battle.net Balance purchase page](#) and follow the instructions provided to you on that page. You may choose to purchase Battle.net Balance in different currencies (e.g., US Dollars, Mexican Pesos, Chilean Pesos, and/or Argentinean Pesos) in order to redeem your Battle.net Balance for certain products or services offered on the Platform. It may take up to five (5) days before purchases of Battle.net Balance are made available for your use. Certain minimums may apply to purchases of Battle.net Balance, and the maximum balance of your Battle.net Balance at any time is limited to the equivalent of \$350.00 USD, and the maximum value of all transactions using Battle.net Balance is limited to \$2,000.00 USD per day. The balance of your Battle.net Balance shall be determined by converting the Battle.net Balance across all of the various currencies in your Battle.net Balance on all Accounts registered to you to the equivalent of US Dollars using the currency conversion formulas posted on the [WSJ Market Data Center](#). Blizzard reserves the right to change the maximum and minimum amounts applicable to Battle.net Balances at any time in accordance with Section 9.B. of this Agreement. Transactions to purchase Battle.net Balance, or redeem Battle.net Balance for certain goods and services from Blizzard, are governed by the terms of this Agreement and the Blizzard Terms of Sale, which can be viewed [here](#). Purchases of Battle.net Balance are non-refundable, unless otherwise required by law. IN ORDER TO HAVE A Battle.net BALANCE OF MORE THAN \$110.00 USD, YOU MUST ATTACH A BATTLE.NET AUTHENTICATOR TO YOUR ACCOUNT. You can download the Battle.net Authenticator for mobile devices [here](#).
- c. Blizzard will not send you a statement of itemized transactions for your Battle.net Balance. In order to check the balance of your Battle.net Balance or review your recent Battle.net Balance transactions, visit the [Account Management page](#) for your Account. You are solely responsible for verifying that the proper amount of Battle.net Balance has been added to or deducted from your Battle.net Balance.
- d. Sales tax may apply to your redemption of Battle.net Balance for products or services purchased through the Platform in some jurisdictions. The amount of tax charged depends upon many factors, including the type of product or service purchased.
- e. Blizzard reserves the right to reduce, liquidate, deactivate, suspend or terminate your Battle.net Balance, or other Platform features if Blizzard determines, in its sole discretion, after investigation, that you have violated this Agreement, including the license limitations set forth in Section 1.C., misused Battle.net Balance, or have otherwise used Battle.net Balance to conduct any fraudulent or illegal activity.

f. You are responsible for all uses of your Battle.net Balance. If you suspect that your Battle.net Balance has been compromised, you should contact Blizzard Customer Service through <https://us.battle.net/support/en/> so that the matter can be investigated. Blizzard, in its sole discretion, may require additional information and/or documentation to verify your claim, and once Blizzard has the information that Blizzard deems necessary to verify your claim, Blizzard will take actions to freeze your Account until Blizzard has returned control of your Account to you. Regardless of any actions Blizzard may take on your behalf, you acknowledge and agree that Blizzard has sole and absolute discretion in determining whether or not your claim is valid and, if so, the appropriate remedy.

3. **Advertising.** The Platform may incorporate third-party technology that enables advertising on the Platform and/or in certain Games playable on the Platform, which may be downloaded temporarily to your personal computer and replaced during online game play. As part of this process, Blizzard and/or its authorized third party advertisers may collect standard information that is sent when your personal computer connects to the Internet including your Internet protocol (IP) address.
4. **User Created or Uploaded Content.** The Platform may provide you an opportunity to upload and display content on the Platform, such as on the Blizzard forums, and/or as part of a Game, including the compilation, arrangement or display of such content (collectively, the "User Content"). User Content specifically does not include a Custom Game, as defined in Section 1.D.ii.1. below. You hereby grant Blizzard a perpetual, irrevocable, worldwide, fully paid up, non-exclusive, sub-licensable, right and license to exploit the User Content and all elements thereof, in any and all media, formats and forms, known now or hereafter devised. Blizzard shall have the unlimited right to copy, reproduce, fix, modify, adapt, translate, reformat, prepare derivatives, add to and delete from, rearrange and transpose, manufacture, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit, publicly display, publicly perform, provide access to, broadcast, and practice the User Content as well as all modified and derivative works thereof and any and all elements contained therein, and use or incorporate a portion or portions of the User Content or the elements thereof in conjunction with or into any other material. In the event you upload or otherwise transmit to Blizzard any concepts, ideas, or feedback relating to the Platform, you shall not be entitled to any compensation for any such submission, unless expressly agreed between you and Blizzard, and Blizzard may freely use any such submission in any manner it deems appropriate. Any such submission by you shall not create any contractual relationship between you and Blizzard. Except to the extent that any such waiver is prohibited by law, you hereby waive the benefit of any provision of law known as "moral rights" or "droit moral" or any similar law in any country of the world. You represent and warrant that the User Content does not infringe upon the copyright, trademark, patent, trade secret or other intellectual property rights of any third party. You further represent and warrant that you will not use or contribute User Content that is unlawful, tortious, defamatory, obscene,

invasive of the privacy of another person, threatening, harassing, abusive, hateful, racist or otherwise objectionable or inappropriate. Blizzard may remove any User Content and any related content or elements from the Platform at its sole discretion.

5. **Real ID Feature and Identity Disclosure.** The Platform allows you to disclose your identity to other users of the Platform through the “Real ID Friends” feature. If you use the Real ID feature and opt-in to a request to be “Real ID Friends” with another user, that user will be able to see your real name and online status. IF YOU OPT-IN TO THE REAL ID FEATURE, THOSE PEOPLE YOU DESIGNATE AS A “REAL ID FRIEND” WILL BE ABLE TO SEE THE NAMES OF YOUR OTHER “REAL ID FRIENDS,” AND YOUR NAME AND ONLINE STATUS WILL BE VISIBLE BY THOSE PEOPLE THAT YOUR “REAL ID FRIENDS” HAVE DESIGNATED USING THE SAME FEATURE. You may opt out of the Real ID feature at any time by deleting all Real ID Friends from your Account.

ii. Game Features.

1. **Game Editors.** Certain Games include editing software (hereafter referred as “Game Editor(s)”) that will allow you to create custom games, levels, maps, scenarios or other content (“Custom Games”). For purposes of this Agreement and any agreements referenced herein, “Custom Games” includes all content created using the Game Editor(s), including but not limited to all digital files associated with such Custom Games, as well as (1) all content contained within such files, including but not limited to player and non-player characters, audio and video elements, environments, objects, items, skins, and textures, (2) all titles, trademarks, trade names, character names, or other names and phrases associated with or included within the Custom Game, and (3) any other intellectual property rights contained within the Custom Game, including any and all content, game concepts, methods or ideas. A Custom Game may only be used with the Game’s engine that is associated with a particular Game Editor. The manner in which Custom Games can be used or exploited is set forth in the [Custom Game Acceptable Use Policy](#), the terms of which are incorporated into this Agreement by this reference. Without limiting the applicability of the Custom Game Acceptable Use Policy or any part thereof, you understand and agree that Custom Games are and shall remain the sole and exclusive property of Blizzard. Without limiting the foregoing, you hereby assign to Blizzard all of your rights, title and interest in and to all Custom Games, and agree that should Blizzard decide that it is necessary, you agree to execute future assignments promptly upon receiving such a request from Blizzard. Blizzard may modify, remove, disable, or delete Custom Games at any time in its sole and absolute discretion.
2. **Community Tournaments.** In order to support local esports tournament activities, Blizzard provides a license program for organizers of community tournaments under its [Community Competition License](#).

3. **Beta Testing Pre-Release Versions of Games.** Certain pre-release versions of Games may be made available to you through the Platform for testing (“Beta Test”). Your participation in a Beta Test through the Platform will be governed by the following:
- a. **Eligibility.** In order to participate in a Beta Test, you must meet the following requirements:
1. Blizzard must designate you to participate in a Beta Test (a “Beta Tester”);
 2. The Account that you will use to participate in the Beta Test must be in good standing;
 3. If the Beta Test is to test an expansion to a Game, then the Account must be upgraded with all previous expansions to that particular Game;
 4. You agree to allow Blizzard to obtain hardware and software information from the computer system that you will use to take part in the Beta Test (the “Beta Test System”) prior to registration for the Beta Test in order for Blizzard to determine if you are eligible to participate in the Beta Test; and
 5. The Beta Test System must meet the specifications which Blizzard determines are required for the Beta Test.
- b. **Confidentiality.** If Blizzard announces that a Beta Test is confidential, the Beta Test invitation you will receive will include a notice that states that the Beta Test is confidential. During a confidential Beta Test, the existence of the Beta Test and all elements thereof is to be kept confidential, and you agree to keep everything related to the Beta Test secret from everyone who is not participating in the Beta Test until Blizzard informs you that the Beta Test is no longer confidential. For purposes of example and not limitation, you agree that you will not disclose the following during a confidential Beta Test:
1. Information about the Beta Test, such as your role as a Beta Tester, the length of the Beta Test, the number of Beta Testers, how you became a Beta Tester, etc.
 2. Information related to the Game that you are Beta Testing, such as the Game’s look and feel, playable races, classes, combat, magic, communication, grouping, questing, monetary systems, non-player character interaction, items, armor, weapons, stability of the Game, etc.
- c. **Beta Tests and Real Money Features.** Certain Games may have features that will allow you to purchase licenses to use digital items or services through the Game’s interface. If you purchase a license to use a digital item or service through the Game’s interface during a Beta Test, all purchases are subject to the Terms of Sale. Blizzard will not provide you with a refund for your purchase of a digital item or service, and in some cases, items or services purchased during a Beta Test may not transition to the retail release version of a Game. In those cases,

Blizzard will provide you with information that explains what, if any, credit you would receive for your purchase of digital goods or services for real money during a Beta Test once the Beta Test has concluded.

d. **Feedback.** During and after the Beta Test, you may be provided with an opportunity to give Blizzard your comments, suggestions and impressions of the Game by using tools to supply feedback and bug reports, internal websites and forums, and other methods. The Game may also include a tool that will allow your computer system to forward system and driver information to Blizzard in the event of a crash. This tool will collect data from your computer system related to the crash, and allow you to forward a report to Blizzard via electronic mail.

e. **Acknowledgments.** You acknowledge that:

1. the Game being Beta Tested is a work in progress and may contain bugs which may cause loss of data and/or damage to your computer system;
2. you have, or will, back-up your hard drive prior to installation of the Beta;
3. you have the resources necessary to easily reinstall the Beta Test System's operating system and restore any and all data that may be lost;
4. Blizzard is not liable in any way for the loss of data or damage to the Beta Test System, interruptions of service, software or hardware failures, or loss of data or disruption of service;
5. Blizzard may monitor and record any and all communications, electronic or otherwise, pertaining to the Beta including, without limitation, packets, in-game chat, forum postings, etc.;
6. Blizzard may delete or modify the information stored by the Platform or the Game being Beta Tested for any reason at any time during the duration of the Beta Test;
7. Blizzard may transfer software program files to the Beta Test System, including a program that will collect and send Blizzard CPU, RAM, operating system, video card, and sound card information from the Beta Test System; and
8. You may not sell, transfer or commercially exploit access to a Beta, including the distribution of Beta keys without Blizzard's express authorization.

f. **Termination.** Blizzard can terminate a Beta Test at any time. When Blizzard terminates a Beta Test, you must delete the pre-release version of the Game that was the subject of the Beta Test and all documents and materials you received from Blizzard in connection with the Beta

Test, and you may be asked by Blizzard to remove any elements of the Beta from any hard drives on which the pre-release version of the Game that was the subject of the Beta Test has been installed. You agree and acknowledge that Blizzard's termination of the Beta Test shall not be grounds for any refunds of any kind, including, but not limited to, digital items, refunds for time purchased to access World of Warcraft, etc.

- g. **Sections of the Agreement Applicable to Beta Tests.** When participating in a Beta Test, the terms of this Section 1.D.ii.3. shall supersede and govern over any other Section of this Agreement which may be in conflict with the terms of this Section 1.D.ii.3. Additionally, Section 1.B.iv., and 1.B.v.3. of the Agreement are specifically excluded from the use of a Beta.

2. **Blizzard's Ownership**

A. With the sole exception of the Licensors' Games, Blizzard is the owner or licensee of all right, title, and interest in and to the Platform, including the Games that are produced and developed by Blizzard ("Blizzard Games"), Custom Games derived from a Blizzard Game, Accounts, and all of the features and components thereof. The Platform may contain materials licensed by third-parties to Blizzard, and these third-parties may enforce their ownership rights against you in the event that you violate this Agreement. The following components of the Platform (which do not include content or components of the Licensors' Games), are owned or licensed by Blizzard:

i. All virtual content appearing within the Platform, including the Blizzard Games, such as:

1. **Visual Components:** Locations, artwork, structural or landscape designs, animations, and audio-visual effects;

2. **Narrations:** Themes, concepts, stories, and storylines;

3. **Characters:** The names, likenesses, inventories, and catch phrases of Game characters;

4. **Items:** Virtual goods, such as digital cards, currency, potions, weapons, armor, wearable items, skins, sprays, pets, mounts, etc.;

ii. All data and communications generated by, or occurring through, the Platform;

iii. All sounds, musical compositions, recordings, and sound effects originating in the Platform;

iv. All recordings, Game replays, or reenactments of in-game matches, battles, duels, etc.;

v. Computer code, including but not limited to "Applets" and source code;

vi. Titles, methods of operation, software, related documentation, and all other original works of authorship contained in the Platform;

- vii. All Accounts, including the name of the Account and any Battle Tags associated with an Account. All use of an Account shall inure to Blizzard's benefit. Blizzard does not recognize the transfer of Accounts. You may not purchase, sell, gift or trade any Account, or offer to purchase, sell, gift, or trade any Account, and any such attempt shall be null and void and may result in the forfeiture of the Account;
- viii. All Moral Rights that relate to the Platform, including Custom Games derived from a Blizzard Game, such as the right of attribution, and the right to the integrity of certain original works of authorship; and
- ix. The right to create derivative works, and as part of this Agreement, you agree that you will not create any work based on the Platform, except as expressly set forth in this Agreement or otherwise by Blizzard in certain contest rules, [Blizzard's Fan Policies](#), or addenda to this Agreement.

3. **Pre-Loaded Software** The Platform may contain additional software that requires you to agree to additional terms prior to your use thereof ("Additional Software"). A. **Installation.** You agree that Blizzard may install Additional Software on your hard drive as part of the installation of the Platform, and from time to time during the term of this Agreement. B. **Use.** Unless Blizzard grants you a valid license and alphanumeric key to use and activate the Additional Software, you may not access, use, distribute, copy, display, reverse engineer, derive source code from, modify, disassemble, decompile or create derivative works based on the Additional Software. In the event that Blizzard grants to you a valid license and alphanumeric key to use and activate the Additional Software, all use of the Additional Software shall be subject to the terms of this Agreement. C. **Copies.** You may make one (1) copy of the Additional Software for archival purposes only.

4. **Consent to Monitor.** WHILE RUNNING, THE PLATFORM (INCLUDING A GAME) MAY MONITOR YOUR COMPUTER, CONSOLE, OR MOBILE DEVICE'S MEMORY FOR UNAUTHORIZED THIRD PARTY PROGRAMS RUNNING EITHER CONCURRENTLY WITH A GAME OR OUT OF PROCESS. AN "UNAUTHORIZED THIRD PARTY PROGRAM" AS USED HEREIN SHALL BE DEFINED AS ANY THIRD PARTY SOFTWARE PROHIBITED BY SECTION 1.C. ABOVE. IN THE EVENT THAT THE PLATFORM DETECTS AN UNAUTHORIZED THIRD PARTY PROGRAM, (a) THE PLATFORM MAY COMMUNICATE INFORMATION BACK TO BLIZZARD, INCLUDING WITHOUT LIMITATION YOUR ACCOUNT NAME, DETAILS ABOUT THE UNAUTHORIZED THIRD PARTY PROGRAM DETECTED, AND THE TIME AND DATE; AND/OR (b) BLIZZARD MAY EXERCISE ANY OR ALL OF ITS RIGHTS UNDER THIS AGREEMENT, WITH OR WITHOUT PRIOR NOTICE TO THE USER. Additionally, certain Games include a tool that will allow your computer system to forward information to Blizzard in the event that the Game crashes, including system and driver data, and by agreeing hereto you consent to Blizzard receiving and/or using this data.

5. **Limited Warranty.** TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, THE PLATFORM, ACCOUNTS, AND THE GAME(S) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE," BASIS FOR USE, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF CONDITION, UNINTERRUPTED OR ERROR-FREE USE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, AND THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, and the entire risk arising out of use or performance of the Platform and the Game(s) remains with the user. Notwithstanding the foregoing, Blizzard warrants up to and including ninety (90) days from the date of your purchase of a license to the Game, that the physical media on which the Game was distributed, if any, shall be free from defects in material and workmanship. In the event that such media proves to be defective during that time period, and upon presentation to Blizzard of proof of purchase of the defective media, Blizzard will at its option: (a) correct any defect, (b) provide you with a similar product of similar value, or (c) refund your money. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, THE FOREGOING IS YOUR SOLE AND EXCLUSIVE REMEDY FOR THE EXPRESS WARRANTY SET FORTH IN THIS SECTION.

If you are a resident of Australia, the benefits provided to you by this Limited Warranty are in addition to other rights or remedies you may have under local laws related to the goods to which the warranty applies. Our 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. The provisions of this clause containing the Limited Warranty and the clause containing the Limitation of Liability and Indemnity below apply only to the extent permitted by the Competition and Consumer Act 2010 (Cth). The entitlement to a replacement or a refund for a major failure is not subject to Blizzard's option. To submit a warranty claim to Blizzard, please call 1800 041 378 or send to PO Box 544, Pyrmont NSW 2009 Australia. The user is responsible for the costs of returning media to Blizzard.

6. **Limitations of Liability.** To the fullest extent allowed by applicable law, Blizzard, its parent, subsidiaries, Licensors and affiliates shall not be liable for any loss or damage arising out of your use of, or inability to access or use, the Platform or Account(s). Blizzard's liability shall never exceed the total fees paid by you to Blizzard during the six (6) months prior to your making a claim against Blizzard, unless applicable law explicitly disallows this limitation, in which case Blizzard's liability shall be limited to the fullest extent permitted by applicable law.

7. **Indemnity.** You hereby agree to defend and indemnify Blizzard, its parent, subsidiaries, Licensors and affiliates against and from any third party claims, liabilities, losses, injuries, damages, costs or expenses incurred by Blizzard arising out of or from any violation by you of this Agreement or your misuse of the Platform or Account(s), or of any specific services or features associated therewith, including but not limited to User Content, Custom Games, Game Editors, Battle.net Balance, and this Agreement.

8. **Equitable Remedies.** You agree that Blizzard would be irreparably damaged if the terms of this Agreement were not specifically followed and enforced. In such an event, you agree that Blizzard shall be entitled, without bond or other security, or proof of damages, to appropriate equitable relief in the event you breach this Agreement; and that the awarding of equitable relief to Blizzard will not limit its ability to receive remedies that are otherwise available to Blizzard under applicable laws.

9. **Alterations.**

A. **Alterations to the Agreement.**

- i. **Blizzard's Rights.** Blizzard may create updated versions of this Agreement (each a "New Agreement") as its business and the law evolve.
- ii. **New Agreements.** This Agreement will terminate immediately upon the introduction of a New Agreement. New Agreements will not be applied retroactively and cannot alter the process for resolving a Dispute between us once you have notified Blizzard of a Dispute. If you do not wish to be bound by a New Agreement, you must immediately cease using, and uninstall, the Platform and all Games. Your continued use of your Account, the Platform, and/or the Games after Blizzard has published a New Agreement constitutes acceptance by you of the New Agreement.

B. **Alterations to the Platform.** Blizzard may change, modify, suspend, or discontinue any aspect of the Platform or Accounts at any time, including removing items, or revising the effectiveness of items in an effort to balance a Game. Blizzard may also impose limits on certain features or restrict your access to parts or all of the Platform or Accounts without notice or liability.

10. **Term and Termination.**

A. **Term.** This Agreement is effective upon your creation of an Account, and shall remain in effect until it is terminated or superseded by a New Agreement, or, if neither of the foregoing events occur, as long as you continue using the Platform. In the event that Blizzard chooses to cease providing the Platform, or license to a third party the right to provide the Platform, Blizzard shall use reasonable commercial efforts to provide you with no less than three (3) months prior notice, unless the discontinuance arises from a matter that is beyond Blizzard's control or causes the provision of such advance notice not to be possible or feasible. Neither the Platform nor Blizzard's agreement to provide access to the Platform shall be considered a rental or lease of time on the capacity of Blizzard's servers or other technology.

B. **Termination**

- i. You may terminate this Agreement at any time by notifying Blizzard by email through <https://us.battle.net/support/en/> and by uninstalling the Platform and the Games, but the Dispute Resolution provisions of this Agreement will survive termination and apply to all Disputes that arose or could have been initiated prior to termination.

ii. Blizzard reserves the right to terminate this Agreement at any time for any reason, or for no reason, with or without notice to you. For purposes of explanation and not limitation, most Account suspensions and terminations are the result of violations of this Agreement. In case of minor violations of these rules, Blizzard may provide you with a prior warning and/or suspend your use of the Account due to your non-compliance prior to terminating the Agreement or modifying or deleting an Account.

iii. In the event of a termination of this Agreement, any right you may have had to any pre-purchased Game access or virtual goods, such as digital cards, currency, weapons, armor, wearable items, skins, sprays, pets, mounts, etc., are forfeit, and you agree and acknowledge that you are not entitled to any refund for any amounts which were pre-paid on your Account prior to any termination of this Agreement. In addition, you will not be able to use the Platform. The Dispute Resolution provisions of this Agreement will survive termination and apply to all Disputes that arose or could have been initiated prior to termination.

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

A. APPLICABILITY OF THIS DISPUTE RESOLUTION POLICY. This binding individual arbitration section will not apply to the extent prohibited by the laws of your country of residence. In the United States, this Agreement is governed by the Federal Arbitration Act and federal arbitration law. To the fullest extent allowed by applicable law, you and Blizzard agree to submit all Disputes between us to individual, binding arbitration. A “Dispute” means any dispute, claim, or controversy (except those specifically exempted below) between you and Blizzard that relates to any aspect of our relationship, including, without limitation, your use or attempted use of the Platform, the Games, and all marketing related to them, your Battle.net Balance, any licensed content, and all matters arising under this Agreement, Blizzard’s Privacy Policy, or any other agreement between you and Blizzard, including the validity and enforceability of this agreement to arbitrate. A Dispute shall be subject to binding, individual arbitration 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 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.

B. INFORMAL NEGOTIATION PERIOD. In an effort to accelerate resolution and reduce the cost of any Dispute related to, or arising out of, the North American Battle.net End User License Agreement, which is incorporated into this policy, you and Blizzard agree to first attempt to negotiate any Dispute (except as set forth in Section 5 below) informally for at least thirty (30) days before either party initiates any arbitration or court proceeding. **Notice must be provided within two (2) years of the Dispute having arisen, but in no event after the date on which the initiation of legal**

proceedings would have been barred under the applicable statute of limitations. The failure to provide timely notice shall bar all claims.

- i. Negotiations will begin upon receipt of written notice by the party raising the Dispute. Blizzard will send its notice to your billing address and e-mail you a copy to the e-mail address you have provided to us.
- ii. You will send your notice to Blizzard at Blizzard Entertainment, Inc., 1 Blizzard Way, Irvine, CA 92618, Attn.: General Counsel.

C. **BINDING ARBITRATION.** If a Dispute cannot be resolved through negotiations, either you or Blizzard may elect to have the Dispute finally and exclusively resolved by binding arbitration. The provision by you of a notice to Blizzard, containing all of the information referenced above, and your good-faith participation in the Informal Negotiation Period, are prerequisites to commencing arbitration.

- i. The arbitration shall be commenced and conducted by JAMS pursuant to the JAMS Streamlined Arbitration Rules and Procedures (the "JAMS Rules") effective as of the date on which you send us notice of a Dispute, which are available at the JAMS website, <http://www.jamsadr.com/rules-streamlined-arbitration>, as modified by this Agreement.
- ii. If, for any reason, JAMS is unable to provide the arbitration, you may file your Dispute with any national arbitration company that handles consumer arbitrations following procedures that are substantially similar to the JAMS Rules.
- iii. 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 arbitrability, including where a party raises as a defense to arbitration that the claims in question are exempted from the arbitration requirement.
- iv. If a lawsuit filed in court includes claims that are arbitrable and claims that are not, you and Blizzard agree that any non-arbitrable claims shall be stayed, absent a showing of prejudice to the complaining party, pending the completion of the arbitration of the arbitrable issues. You or Blizzard can request the stay be lifted upon a showing of prejudice.
- v. Your arbitration fees and your share of arbitrator compensation shall be governed by the JAMS Rules.
- vi. You and Blizzard agree that if a Dispute involves less than \$10,000 at issue, the arbitrator may resolve the Dispute on the parties' written submissions alone, without a hearing, unless the arbitrator believes a hearing is required. For matters where the arbitrator believes a hearing is required, or for Disputes involving more than \$10,000 but less than \$25,000, hearings will be

conducted by teleconference or videoconference, unless the arbitrator believes an in-person hearing is necessary. In such instances, or for Disputes involving more than \$25,000, the location of an arbitration hearing will be decided pursuant to the JAMS Rules. 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 Blizzard, and any award of the arbitrator may be entered in any court of competent jurisdiction. If either party unsuccessfully challenges the validity of an award, the unsuccessful party shall pay the opposing party's costs and attorneys' fees associated with the challenge.

vii. **THE ARBITRATION PROCEEDINGS DESCRIBED HEREIN WILL BE CONDUCTED ON AN INDIVIDUAL BASIS ONLY.** The arbitrator may not consolidate disputes against Blizzard by other individuals or entities unless Blizzard expressly consents to such consolidation. This Agreement provides no right or authority for any Dispute to be arbitrated, adjudicated, or resolved through proceedings on a class or representative basis or using class action procedures. The arbitrator may award any relief that is permitted by applicable law with respect to your individual claim, but to the maximum extent permitted by applicable law, may not award relief against the Company respecting any person other than you.

D. CLASS AND COLLECTIVE ACTION WAIVER. To the fullest extent allowed by applicable law, you and Blizzard agree that neither of us may participate as a class representative, private attorney general, or as a member of any class of claimants for any Dispute subject to arbitration or for any non-arbitrable claim pursued in court. The arbitrator and any court shall construe the agreement to arbitrate and the agreement to waive class or collective actions in any manner that will render them enforceable and give them effect. If, for any reason, this class or collective action waiver is deemed unenforceable by a court or arbitrator, you agree that the parties' contract to arbitrate is then entirely void. If any portion of this Agreement other than the class action waiver is found illegal or unenforceable, such portion shall be severed and the remainder of this Agreement shall be given full force and effect. Any Dispute subject to any such portion of this Agreement shall be decided by the arbitrator.

E. CHOICE OF LAW; VENUE FOR NON-ARBITRABLE DISPUTES. Unless this Agreement includes express language to the contrary, all Disputes shall be governed by and construed under the laws of the United States of America and the laws of the State of Delaware, without regard to choice of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. If you reside in the United States, for any claims not subject to binding individual arbitration, and which cannot be brought in small claims court in the county in which you reside as set forth below, you and Blizzard agree to submit to the exclusive jurisdiction of the state and federal courts in Orange County, California, and you and Blizzard consent to venue in and personal jurisdiction before such courts (but without prejudicing either party's rights to remove a case to federal court if permissible). This paragraph will be interpreted as broadly as applicable law

permits. If you are a (1) Canadian resident who has (2) purchased a license to a Game in Canada, other laws may apply if you choose not to agree to arbitrate as set forth above. Such laws shall affect this Agreement only to the extent required by such jurisdiction. If such laws apply, the terms and conditions of this Agreement shall be given their maximum effect. Users who access the Platform from outside of the United States and Canada, are responsible for compliance with all applicable local laws.

- F. **EXCEPTIONS TO NEGOTIATIONS AND ARBITRATION.** You and Blizzard agree that the following Disputes are not subject to the above provisions concerning negotiations and binding arbitration:
- i. any Dispute seeking to enforce or protect, or concerning the validity of, any of Blizzard's intellectual property rights;
 - ii. any Dispute related to, or arising from, claims that the other party has committed piracy;
 - iii. individual actions duly filed in a small-claims court of competent jurisdiction on a non-representative basis; any claim within the jurisdictional limits of the small claims courts;
 - iv. enforcement actions pursued through a governmental agency if permitted by applicable law;
 - v. Blizzard's right to seek injunctive relief to preserve the status quo pending or during an arbitration.

Claims excluded from arbitration under this section are subject to the choice of law, forum selection, and jury waiver clauses set forth in this Agreement.

12. **General.**

- A. You understand and agree that the Platform may not be used, accessed, downloaded, or otherwise exported, reexported, or transferred 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"). You represent and warrant that you (1) are not subject to U.S. sanctions or export restrictions and otherwise are eligible to utilize the Platform 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 Platform 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 Platform in connection with an end-use prohibited by U.S. law.

- B. Blizzard may assign this Agreement, in whole or in part, to any person or entity at any time with or without your consent. You may not assign this Agreement without Blizzard's prior written consent. Your assignment of this Agreement without Blizzard's prior written consent shall be void.
- C. Blizzard's failure to enforce a provision of this Agreement shall not be construed as a (i) waiver of such provision, or (ii) diminishment of any right to enforce such provisions. Further, Blizzard may choose to waive enforcement of a provision of this Agreement in a particular instance; however, you are still obligated to comply with that waived provision in the future.
- D. Notices.
- i. If to Blizzard.
1. If you are a resident of the United States, Canada, or Mexico, all notices given by you under this Agreement shall be in writing and addressed to: Blizzard Entertainment, Inc., 1 Blizzard Way, Irvine, CA 92618, Attn: Law Department.
 2. If you are not a resident of the United States, Canada or Mexico, then all notices given by you under this Agreement shall be in writing and addressed to: Activision Blizzard International B.V., Stroombaan 16, 1181 VX Amstelveen, the Netherlands, Attn: Law Department.
- ii. If to You. All notices given by Blizzard under this Agreement shall be given to you either through written notice, email, or website blog post.
- E. Blizzard shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of Blizzard, such as natural disasters, unforeseen intrusions into our cyberspace, war, terrorism, riots, embargoes, acts of civil or military authorities, acts of God, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.
- F. If any part of this Agreement is determined to be invalid or unenforceable, then that portion shall be severed, and the remainder of this Agreement shall be given full force and effect.
- G. This Agreement, along with Blizzard's other applicable agreements located on Blizzard's [Legal Documentation page](#), constitutes and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior oral or written agreements.
- H. The provisions of Sections 2, 5, 6, 7, 8, 11, and 12 shall survive termination of this Agreement for any reason. END