Riot Games® Terms of Service

Last Modified: December 1, 2024

Greetings players,

These terms of service (the "**Terms**") set out the terms and conditions by which Riot Games offers you access to use and enjoy our games, apps, websites and other services (the "**Riot Services**"). Riot Games is a global gaming company headquartered in Los Angeles with offices and operations around the world. When we say "**Riot Games**," we're referring to the Riot Games entity responsible for providing the Riot Services in your region (see <u>Section 18</u>, below) and these Terms are an agreement between you and that entity.

Please read these Terms carefully and pay particular attention to these items:

- Dispute Resolution. If you reside in the United States, please read the binding arbitration clause and class action waiver in Part A of Section 16. It affects how disputes between us are resolved.
- <u>Virtual Content</u>. When you click to purchase, earn or are gifted Virtual Content, you only get
 a license to access Virtual Content. You have no ownership in any of the Virtual Content you
 unlock and you can't transfer it to someone else. Virtual Content has no monetary value, is
 generally game specific and you can't redeem Virtual Content for any type of "real world"
 money. You can read more about this (including what "Virtual Content" means) in <u>Section 4</u>.
- **Refund Policy**. You lose the right to change your mind, cancel the order and get a refund if you get immediate access to or download your digital content. There are some exceptions to this rule, but we have a strict policy on refunds. Read about it here.
- <u>User Rules</u>. You agree to follow our User Rules (<u>Section 7</u>), which govern both in-game behavior and certain out-of-game conduct while using the Riot Services. <u>Section 7</u> also explains the penalties for breaking the User Rules (e.g., disciplinary measures that include temporary bans, account suspension or termination and deletion, or hardware bans).
- <u>Regional laws</u>. Some jurisdictions (for example, <u>Australia and New Zealand</u>) may have laws
 that grant you rights in addition to those described in these Terms, depending on where you
 access or otherwise use the Riot Services. To the extent the provisions of any applicable laws
 conflict with any part of these Terms, such provisions will take precedence.

Attention Parents!

We provide game rating info on our website about age appropriateness. We also encourage you to supervise your child's online activities, review the content they are accessing and, as appropriate, monitor their social interactions. For more info on game ratings and content descriptors, please check your local ratings system.

TABLE OF CONTENTS

- 1. YOUR ACCOUNT
- 2. ACCOUNT TERMINATION
- 3. <u>LIMITED LICENSE</u>
- 4. VIRTUAL GOODS, GAME CURRENCY AND PURCHASES

- 5. **FEES & TAXES**
- 6. UNSOLICITED IDEA SUBMISSION POLICY
- 7. USER RULES
- 8. **USER GENERATED CONTENT**
- 9. MONITORING & ANTI-CHEAT
- 10. UPDATES AND MODIFICATIONS
- **11. LINKS**
- 12. NOTICE AND PROCEDURE FOR CLAIMS OF COPYRIGHT INFRINGEMENT
- 13. WARRANTY DISCLAIMER
- 14. LIMITATION OF LIABILITY
- 15. **GOVERNING LAW**
- **16. DISPUTE RESOLUTION**
- 17. ADDITIONAL TERMS APPLICABLE TO RIOT SERVICES
- 18. RIOT LEGAL ENTITIES
- 19. MISCELLANEOUS

1. YOUR ACCOUNT

1.1. Am I eligible to create an account and use the Riot Services? (You either must be an adult or have permission from your parents or legal guardian.)

You'll need a Riot Games account to access many of our services. To create an account and use the Riot Services, you must: (i) be an adult; (ii) be an emancipated minor; or (iii) have valid parent or legal guardian consent to be bound by these Terms. If you're not an adult or emancipated minor, or don't understand this Section, please talk to your parents or legal guardian and ask for help. If you are the parent or legal guardian of a minor who creates an account with us, you and the minor accept and agree to be bound by these Terms. You are also responsible for all use of the account and compliance with these Terms by the minor, including all purchases made on the account. You may not create or use an account or use any of the Riot Services on behalf of any other person or other legal entity or for a commercial purpose.

1.2. How can I create an account? (On our website or by using social authentication.)

You can create an account with unique login credentials on our websites or by logging into the Riot Services with an existing social media account (if applicable).

1.3. <u>Do I need to provide my real name and stuff?</u> (Yes. Please don't try to pull any kind of "Definitely Not Blitzcrank" or "Definitely Not Udyr" funny business.)

You must always supply us with accurate and complete info including your real name.

1.4. I have a ton of different email accounts. Does it matter which one I use to register my account? (Yes. Otherwise, you might miss important notices!)

We send account, legal and service related notices to the email address registered to your account. These notifications may be really important (e.g., a notification that we intend to terminate your account for inactivity) so you must keep the email address associated with your account current and (if we ask) verified. If you create an account by logging in to the Riot Services with a social media account, your Riot Games account email will be the email address associated with that social media account.

1.5. Can I share or sell my account or login credentials? (No.)

When you create an account with us, we require you to select a unique username and password (collectively, your "Login Credentials"). You agree that:

- You can't share your account or Login Credentials with anyone.
- You can't sell, transfer or allow any other person to access your account or Login Credentials, or offer to do so.
- You must keep your Login Credentials secret.

You must notify us immediately if you become aware of any breach of security, including any unauthorized account access or any loss, theft or unauthorized use or disclosure of your Login Credentials or payment info so we can take appropriate steps. You are responsible for all losses (including loss or use of Virtual Content) on your account where you have shared your Login Credentials or have failed to keep your account or Login Credentials secure.

1.6. Will I be required to enable multi-factor authentication on my account? (We may.)

To secure the integrity of the Riot Services and/or your account, we may require you to enable multi-factor authentication.

2. ACCOUNT TERMINATION

2.1. <u>How can my account be suspended or terminated?</u> (If you break the rules, Demacian Justice will be visited upon your account!)

- 2.1.1. **You.** You may terminate or suspend your account at any time by contacting us at **support@riotgames.com**.
- 2.1.2. <u>Us.</u> We may terminate or suspend your account if we reasonably determine, that:
 - 1. you have breached any part of these Terms (including the User Rules);
 - 2. doing so would be in the best interests of our community or the Riot Services or is required for upholding a third party's rights;
 - 3. we have stopped offering the Riot Services in your region (though we'll normally post reasonable advance notice on our website, app or game if we plan to stop offering a material core feature of a game or all of the Riot Services in your region);
 - 4. we have to refund someone due to unauthorized use of a payment made from your account; or
 - 5. you have (or we have reasonable grounds for suspecting that you have) made unauthorized use of someone else's payment info.

If you think that we have made a mistake, please contact our Player Support team with details here and we will review your case, though we may suspend your account during our review. Terminations and suspensions may be temporary or permanent at our reasonable discretion. You can also challenge our determinations (see Section 16).

2.2. <u>Will Riot maintain my account forever, even if I stop using it?</u> (If you abandon your account for a very long period of time, we may terminate it after giving you notice and an opportunity to reactivate it.)

If you do not use your account for a prolonged period of time, we reserve the right to take measures against your account, including suspension or termination. If we plan to take measures against your account based on prolonged period of inactivity, we will let you know first (e.g., by email to the email address registered to your account) and give you ample opportunity to avoid such measures (e.g., deletion of your account).

2.3. What happens if Riot terminates my account? (No games for you and you will lose access to any purchases including Game Currency and Virtual Goods.)

If your account is terminated, you'll no longer have access to your account, including any of the associated data or Virtual Content (including Game Currency) (though this does not limit or affect any rights you have under data or consumer protection laws). Where we terminate for cause (e.g. where you have breached these Terms):

- you'll not be entitled to any refunds and we'll have no liability to you; and
- we also reserve the right to terminate any other accounts you may have created, as well as your access to any other Riot Services (also without any refunds or liability to you).

You understand and agree that using the Riot Services comes with the risk that your account may be terminated or suspended in accordance with these Terms and that, whenever you use the Riot Services, you'll bear this risk in mind and always conduct yourself appropriately.

3. LIMITED LICENSE

3.1. What can I do with the Riot Services? (You can enjoy the Riot Services for your own, personal, non-commercial use.)

We grant you a limited, non-exclusive, non-transferable, revocable license to use and enjoy the Riot Services (and any Virtual Content) for your individual, non-commercial, entertainment purposes only and expressly conditioned upon your compliance with these Terms. If we terminate your account, any license granted by us to you in the Riot Services and any Virtual Content ends immediately. Unless otherwise expressly authorized by us in a signed written contract, you may not sell, copy, exchange, loan, reverse engineer, decompile, derive source code from, translate, lease, grant a security interest in, transfer, publish, assign or otherwise distribute any of the Riot Services or any of Riot Games' intellectual property, including any of our computer code or Virtual Content.

3.2. <u>Can I do stuff with Riot's intellectual property?</u> (We reserve all the rights to our IP, but do allow for some personal, non-commercial uses, like fan art.)

We (and our licensors) own and reserve all rights, title and interest in and to the Riot Services, and all data and content posted, generated, provided or otherwise made available in or through the Riot Services, including, user accounts, computer code, titles, objects, artifacts, characters, character names, chat logs, game recordings and broadcasts, locations, location names, stories, dialog, catch

phrases, artwork, graphics, structural or landscape designs, animations, sounds, musical compositions and recordings, virtual goods, in-game currency, audio-visual effects, character likenesses, methods of operation and gameplay (collectively, "Game Content"). For clarity, Game Content includes Virtual Content. You can't create any work of authorship based on the Game Content or Riot Services except as expressly permitted by us. For more info about what fan uses we currently permit, please read our Legal Jibber Jabber policy (though be aware that we change this from time to time -- and for certain regions where we partner with third party publishers, the publisher's terms of service may supersede provisions in the policy).

You also agree that unless we grant you a license, in a written contract signed by us, you may never use any of our trademarks, service marks, trade names, logos, domain names, taglines, or trade dress. Any reproduction, redistribution, or modification of the Riot Services, or use of the Riot Services not in accordance with these Terms, is expressly prohibited and may result in severe civil and/or criminal penalties.

4. VIRTUAL GOODS, GAME CURRENCY AND PURCHASES

4.1. What is Virtual Content? (Virtual content includes stuff like game currency and virtual goods, such as champions, skins, emotes, accessories, etc.)

When using the Riot Services, we may provide you with opportunities to acquire a limited license to access virtual goods, such as champions, skins, emotes, etc., ("Virtual Goods") and in-game currency ("Game Currency"), associated with your account (collectively, "Virtual Content").

Game Currency may only be used for the specific game for which it was purchased unless we say otherwise at the time of purchase.

4.2. How do I get a "license" to access Virtual Content? (Buy it, earn it, or receive it.)

We may provide you with various opportunities to acquire a limited license to access Game Currency or Virtual Content, including:

- 1. purchasing it (e.g., with a credit card);
- 2. earning it (e.g., by accomplishing game missions or tasks); or
- 3. receiving it (e.g., from another player as a gift or using crafting functionality like Hextech®).

4.3. <u>Do I "own" the Virtual Content I unlock?</u> (No. What you "unlock" is not the virtual good itself, but rather, a non-transferable limited license to access it.)

You have no ownership or other property interest in any of the Virtual Content you unlock, regardless of how you acquired access to it. Virtual Content has no monetary value. You can't transfer (unless we allow it in the functionality of the Riot Services) or redeem Virtual Content for any type of "real world" money. You can't obtain any refunds for purchasing a license to access Virtual Content, except as expressly permitted by us . You can find our current content refund policy here.

4.4. Once again: I don't own my Virtual Content? ("No!" shouted all the lawyers.)

When you obtain Virtual Content from us, what we are actually giving you is a personal, non-exclusive, non-transferable, non-sublicenseable, revocable, limited right and license to use that Virtual Content only in connection with your use of the applicable Riot Services.

Notwithstanding anything to the contrary in these Terms, you acknowledge and agree that you shall have no ownership or other property interest in your account, and that all rights in and to your account are and shall forever be owned by and inure to the benefit of Riot Games. You further acknowledge and agree that you have no title, ownership, or other proprietary interest in any Virtual Content, regardless of any consideration offered or paid in exchange. Furthermore, except (1) in cases of our willful misconduct or gross negligence, (2) to the extent these Terms say otherwise or (3) as otherwise required by applicable law, Riot Games shall not be liable in any manner for the destruction, deletion, modification, impairment, hacking, or any other damage or loss of any kind caused to Virtual Content, including the deletion of Virtual Content upon the termination or expiration of your account or our reasonable changes to the Riot Services.

4.5. Will my Virtual Content always be available? (Not necessarily, no.)

In an effort to constantly improve the Riot Services, evolve our games and keep the Riot Services, safe, fun, and secure, we have the right to delete, alter, move, remove, re-package, re-price, or transfer any and all Game Content, including Virtual Content, in whole or in part, at any time, with or without notice to you, to the extent permitted by law. For example, your Virtual Goods may (and likely will) evolve over time to improve the Riot Services (including for reasons of game balance, bug fixing, or graphical improvements) or for regulatory or legal reasons. If we decide to entirely retire certain Virtual Goods that you recently purchased, we will provide you with a refund or replacement. We won't delete your Game Currency without notice (such as through posts on our website, app or game), unless your account is terminated by us for cause or by you under Section 2.1.1. We may sometimes change the purchasing power of Game Currency (for example, we might increase the number of Game Currency needed to purchase Virtual Goods, such as skins). We normally only do this in incremental steps but we'll give you notice (such as through posts on our website, app or game) if we plan to make changes that will significantly impact your Game Currency in a negative way. We don't provide or guarantee, and expressly disclaim, any value, cash or otherwise, attributed to any data residing on servers we operate or control, including any Game Content or Virtual Content attributed to your account. If we allow you to sell or transfer your right to access certain Game Content or Virtual Content, it may only be conducted via services approved or provided by us, if any.

5. FEES & TAXES

5.1. Is everything about the Riot Services free? (No.)

Some aspects of the Riot Services may require you to pay a fee, and you agree that you'll provide accurate and complete payment info to us or the third-party payment provider used by us. You further agree to pay all fees and applicable taxes incurred on your account. We may revise the pricing for any part of the Riot Services at any time (with future effect, i.e., with the exception of those which you have already purchased). This can impact on the purchasing power of your Game Currency, though we normally only do this in incremental steps. All fees and charges are payable in accordance with payment terms in effect at the time the fee or the charge becomes due and payable. We may, from time to time, modify, amend, or supplement our fees and fee-billing methods with future effect, and such changes shall be effective immediately upon posting in these Terms or elsewhere on our websites, apps or in our games. Except in cases of our gross negligence, willful misconduct, or failure to exercise reasonable care and skill, if you fail to pay any fees you owe to us or we have to refund someone due to unauthorized use of a payment made from your account, we may suspend or terminate your account. See Section 2 (Account Termination) for more info.

Subject to applicable law, any applicable fees and other charges for fee-based services (including Game Currency) are payable in advance and aren't refundable in whole or in part except as expressly provided in these Terms or our refund policy or unless your statutory rights as a consumer entitle you to a refund. Except in cases of Riot's gross negligence, willful misconduct or to the extent these Terms say otherwise, you're responsible for all losses and charges on your account resulting from sharing your Login Credentials or you did not do everything reasonable (e.g., enabling multi-factor authentication) to keep your account or Login Credentials secure.

5.2. What are my responsibilities relating to Game Currency? (Pay applicable taxes; verify that all transactions with us are correct, etc.)

You're solely responsible for paying any applicable taxes related to acquiring, using, or accessing Game Currency. Game Currency may be sold or issued by us in bundles and the price may vary depending on the amount you purchase and where you're purchasing. As we feel it necessary, in our reasonable discretion (or as prescribed by law), we may limit the total amount of Game Currency that may be purchased for any one game or that may be held in your account in the aggregate. Additionally, price and availability of Game Currency and Virtual Goods are subject to change with future effect. We may restrict how much Game Currency you can purchase and/or use based on your location as we have different approaches in different locations.

You should verify that the proper amount of Game Currency has been added to or deducted from your account during any given transaction. Please notify us immediately if you believe that a mistake has been made with respect to your Game Currency balance. We'll investigate your claim, and in doing so, may request some additional info to verify it.

6. UNSOLICITED IDEA SUBMISSION POLICY

6.1. <u>Can I submit ideas for improving the Game to Riot?</u> (Please don't. If you do anyways, we'll have the absolute right to use it forever.)

We value your feedback on the Riot Services, but please don't submit any creative ideas, suggestions or materials to us (collectively, "**Unsolicited Ideas**"). We may freely use any Unsolicited Ideas you provide. This policy is aimed at avoiding potential misunderstandings or disputes when the Riot Services might seem similar to Unsolicited Ideas that people submit.

You may not have any legal rights in the Unsolicited Ideas you insist on sending to us, but if you do, we will be allowed to use all or some of your Unsolicited Ideas for any reason we choose and without any payment to you.

In legal terms, this means that if you submit Unsolicited Ideas to us, then you grant us a worldwide, perpetual, irrevocable, sublicenseable, transferable, assignable, non-exclusive, and royalty-free right and license to use, reproduce, distribute, adapt, modify, translate, create derivative works based upon, publicly perform, publicly display, digitally perform, make, have made, sell, offer for sale, and import your Unsolicited Ideas, including all copyrights, trademarks, trade secrets, patents, designs, industrial rights, and all other intellectual and proprietary rights related to them, in any media now known or in the future developed, for any purpose whatsoever, commercial or otherwise, including giving the Unsolicited Ideas to others, without any compensation to you. To the extent necessary, you agree that you undertake to execute and deliver any and all documents and perform any and all actions necessary or desirable to ensure that the rights to use the Unsolicited Ideas granted to us as specified above are valid, effective, and enforceable and you waive and agree never to assert those

rights, including those moral rights, to the maximum extent permitted by the laws of your jurisdiction.

7. USER RULES

7.1. <u>Can I troll, flame, threaten or harass people while using the Riot Services?</u> (No. If you do, we might take action such as banning your account.)

To be eligible to enjoy the Riot Services, you must comply with all laws and regulations in the jurisdiction in which you reside. You must also comply with the acceptable use and behavioral policies that we publish from time to time on our websites, apps and games and the behavioral rules listed below (collectively the "User Rules"). In case of a breach, we reserve the right to take appropriate disciplinary measures including temporary bans, account suspension or termination and deletion, hardware bans, removal of content, resets of user progress, chat-functionality limitations and matchmaking queue bans and restrictions to protect the integrity and spirit of the Riot Services, regardless of whether a specific behavior is listed in the User Rules as inappropriate.

We use both human moderators and technological means, such as automated systems and machine learning tools, to uphold our User Rules. This includes both reviewing reports reactively (e.g., on receipt of a notice from other users of the Riot Services or authorities) and taking proactive steps to prevent problematic content from appearing on the Riot Services (e.g., chat filters). If you think that we have made an error, please contact our Player Support team with details here and we will review your case. You can also challenge our determinations (see Section 16).

The following are examples of behavior that warrant disciplinary measures:

- 1. Violating any law, rule or regulation by or while using the Riot Services;
- Impersonating any person, business or entity, including an employee of Riot Games, or communicating in any way that makes it appear that the communication originates from Riot Games;
- 3. Publicly posting identifying info about yourself, Riot Games employees, or other players;
- 4. Harassing, stalking or threatening other players or Riot Games employees;
- 5. Removing, altering or concealing any copyright, trademark, patent or other proprietary rights notice of Riot Games contained within the Riot Services. You also may not transmit content that violates or infringes the rights of others, including patent, trademark, trade secret, copyright, publicity, personal rights or other rights;
- 6. Engaging in any behavior which is objectionable or offensive to other players, including communications or conduct that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, misogynistic, prejudicial or racially, ethically, or otherwise objectionable;
- 7. Transmitting, facilitating the transmission or use of any content that contains a virus, corrupted data, trojan horse, bot keystroke logger, worm, time bomb, cancelbot or other computer programming routines that are intended to and/or actually damage, detrimentally interfere with, surreptitiously intercept or mine, scrape or expropriate any system, data or personal info;

- 8. Avoiding, bypassing, removing, deactivating, impairing, descrambling or otherwise circumventing any technological measure implemented by Riot or any third party to protect or control access to the Riot Services or any part thereof;
- 9. Spamming chat, whether for personal or commercial purposes, by disrupting the flow of conversation with repeated postings;
- 10. Participating in any action which we reasonably believe does or may defraud any other player, including by scamming or social engineering;
- 11. Using any unauthorized third party programs, including mods, hacks, cheats, scripts, bots, trainers and automation programs that interact with the Riot Services in any way, for any purpose, including any unauthorized third party programs that intercept, emulate, or redirect any communication relating to the Riot Services and any unauthorized third party programs that collect info about the Riot Services by reading areas of memory used by the Riot Services to store info;
- 12. Accessing or attempting to access areas of the Riot Services that are not made available to the public;
- 13. Selecting an account or user name that is falsely indicative of an association with Riot Games, contains personally identifying info, or that is offensive, defamatory, vulgar, obscene, sexually explicit, racially, ethnically, or otherwise objectionable. You may not use a misspelling or an alternative spelling to circumvent this restriction on name choices, like user names. Riot Games may modify any name which Riot Games reasonably believes violates this provision, without notification to you, and may take further disciplinary measures, including account termination for repeated violations;
- 14. Non-participation, logging out or exiting a game during live game-play. Riot Games may track this data over time and issue a temporary ban when a player is determined to have left midgame too many times. The length of the temporary ban will increase over time if a particular account continues to leave live game play;
- 15. Participating in cheating or other anticompetitive behavior, including but not limited to (a) playing on another person's account or otherwise engaging in activity intended to "boost" an account's status or rank and (b) "stream sniping," where a player's live broadcast is exploited to give another player an unfair advantage and/or harass the broadcaster and/or their teammates in game;
- 16. Inducing or encouraging others to breach the User Rules or these Terms; or
- 17. Using the Riot Services for any business purpose without our express written consent or after we've asked you to stop using the Riot Services.

7.2. <u>Do the User Rules apply only to in-game misconduct?</u> (No. We can take disciplinary action against you for any use of the Riot Services, such as violating the User Rules while broadcasting Game Content.)

To the extent allowed by applicable law, the User Rules apply not only within the Riot Services, but also while you broadcast our Game Content or the Riot Services (including as pursuant to Riot's <u>Legal Jibber Jabber</u> policy). For example, Riot Games may take disciplinary measures against you (as described in Section 7.1) for hate speech made by you to your live-streaming audience while you broadcast yourself playing one of our games, even if that hate speech is made via the live-streaming

platform and not within one of our games' own text or voice chat channels. Similarly, the User Rules would apply to an uploaded video recording or social media post of you playing one of our games in which you harass, stalk or threaten other players or Riot Games employees.

7.3. Can breaking the User Rules in one game result in penalties in another game? (Yes. Misconduct in one of our games can result in account-wide penalties or escalated penalties in another game once you break the User Rules in the new game.)

To the extent allowed by applicable law, violation of the User Rules in one of the Riot Services can result in a penalty applicable to certain other or all Riot Services. This includes potentially escalating penalties in one game based on your misconduct in another: for instance, repeated hate speech by a player in one of our games may lead to longer temporary bans in another of our games (once that same player violates the User Rules in the new game). It might also include the issuance of temporary or permanent bans and account suspensions that apply to all of our games.

8. USER GENERATED CONTENT

8.1. <u>Am I responsible for the content that I post on/in the Riot Services?</u> (Yes, and we can use what you post.)

Apart from Unsolicited Ideas (which we address separately, in <u>Section 6</u>, above), you're also responsible for any other communications, user names, images, sounds, or other material and info that you create, upload, use or transmit with or through the Riot Services ("Your Content").

You should upload or transmit Your Content only if you agree that:

- 1. You grant us, from the time of uploading or transmission of Your Content, a worldwide, perpetual, irrevocable, sublicenseable, non-exclusive and royalty-free right and license to use, reproduce, distribute, adapt, modify, translate, create derivative works based upon, publicly perform, publicly display, digitally perform, make, have made, and import Your Content, including, all copyrights, publicity rights, trademarks, trade secrets, patents, industrial rights and all other intellectual and proprietary rights related to them, for the purpose of providing the Riot Services without any compensation to you.
- 2. You waive any moral rights you may have in Your Content with respect to our use of Your Content to the maximum extent permitted by the laws of your jurisdiction. If local laws do not allow for waiver of moral rights (or such laws allow for the waiver of moral rights but require certain formalities, e.g., that a waiver must be signed by the person giving up the right), instead you agree not to assert such rights and/or grant Riot Games the right to use Your Content and all elements of Your Content with or without your name or pseudonym, as well as to freely edit Your Content.
- 3. You represent, warrant and agree that none of Your Content will be subject to any obligation, whether of confidentiality, attribution or otherwise, on the part of Riot Games and Riot Games won't be liable for any use or disclosure of Your Content.
- 4. You further represent, warrant and agree that Your Content shall not violate any third-party rights.

9. MONITORING & ANTI-CHEAT

9.1. <u>Does Riot monitor me while using the Riot Services?</u> (Yes. Please read the Privacy Notice to learn more.)

We may actively monitor the use of the Riot Services (but have no obligation to do so), both on our own servers and on your computer or device, for a wide variety of different purposes, including preventing cheating and hacking, reducing toxic player behavior, and improving the Riot Services. Please be sure to read our Privacy Notice for important details about how we obtain and process info in connection with your use of the Riot Services.

9.2. <u>Does Riot run programs on my device while I'm not using the Riot Services?</u> (We may, for limited anti-cheat purposes.)

In order to prevent cheating and hacking, we may require you to install anti-cheat software to play our games. This software may run in the background of your device.

10. UPDATES AND MODIFICATIONS

10.1. Will these Terms change in the future? (Yes.)

We may (and probably will) create updated versions of these Terms in the future, as the Riot Services and applicable laws and regulations evolve. When we do, we'll inform you of the new Terms which will supersede and replace these Terms in writing (e-mail is sufficient). You'll be given reasonable time and opportunity to review any new Terms we present to you and decide whether you wish to agree to the revised Terms. If you accept the new Terms, you'll be able to continue using the Riot Services. If you refuse the new Terms, you won't be able to use the Riot Services anymore.

10.2. Will the Riot Services stay the same? (No. Like Kha'zix, they will evolve.)

In an effort to constantly improve the Riot Services, evolve our games and keep the Riot Services, safe, fun, and secure, you agree that we may change, modify, update, suspend, "nerf," or restrict your access to any features or parts of the Riot Services, including Virtual Goods (e.g., we might change some features of Virtual Goods for regulatory or legal reasons or to improve the game experience), and may require that you download and install software and updates to any software required to support the Riot Services, at any time without liability to you, to the extent permitted by law. You also understand and agree that any such changes or updates to the Riot Services might change the system specifications necessary to play our games, and in such a case, you, and not Riot Games, are responsible for purchasing any necessary additional software or hardware in order to access and play our games. You also understand and agree that we may use background patching to automatically update our games and software with or without notice to you.

11. LINKS

11.1. What about links in the Riot Services? Are those Safe? (Like Bard's magical journeys, you might find something dangerous waiting for you on the other side. Proceed with caution....)

The Riot Services may contain links to websites operated by other parties. Again, we do not own or operate those other websites. We provide these links to you as a convenience, or other users might be posting these links as user-provided content. Use these links and the corresponding external websites at your own risk. We don't control the linked sites, and we're not responsible for the content available there. Such links don't imply our endorsement of info or material on any other site.

12. NOTICE AND PROCEDURE FOR CLAIMS OF COPYRIGHT INFRINGEMENT

12.1. What should I do if someone is infringing my copyrighted work in the Riot Services? (Send us a copyright take-down notice.)

Riot Games respects copyright law and expects its users to do the same. It is our policy to terminate accounts in accordance with Section 2.1.2 in appropriate circumstances of users who infringe or are believed to infringe the rights of copyright holders. Riot Games will respond expeditiously to claims of copyright infringement committed using the Riot Games website or other online network accessible through a mobile device or other type of device (the "Sites") that are reported to Riot Games' Designated Copyright Agent, identified in the sample notice below.

If you're a copyright owner, are authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through the Sites by submitting a notice that contains all of the following:

- 1. Identify the copyrighted work that you claim has been infringed, or if multiple copyrighted works are covered by this Notice you may provide a representative list of the copyrighted works that you claim have been infringed.
- 2. Identify the material that you claim is infringing (or to be the subject of infringing activity) and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material, including at a minimum, if applicable, the URL of the link shown on the Site(s) where such material may be found.
- 3. Provide your mailing address, telephone number, and, if available, email address.
- 4. Include both of the following statements in the body of the Notice:
 - 1. "I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)."
 - 2. "I hereby state that the information in this Notice is accurate and[, under penalty of perjury,]* that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."
- 5. Provide your full legal name and your electronic or physical signature.

Deliver this notice ("Notice"), with all items completed, to Riot Games' Copyright Agent to the address of the Riot Games entity responsible for providing the Riot Services in your region (see Section 18). Be sure to mark it "Attn: Copyright Agent" (and not "Attn: Legal Dept) so it gets to the right person quickly. You can send your Notice instead by email to: copyright@riotgames.com. This email address is intended solely for the receipt of copyright take-down notices and not for general inquiries or requests of Riot Games. Attachments cannot be accepted at the email address for security reasons. Accordingly, any Notice submitted electronically with an attachment will not be received or processed.

Please note that the Notices are legal notices and that Riot Games may provide copies of such notices to the participants in the dispute or to third parties, at its discretion or as required by law. Upon receipt of such a Notice, Riot Games will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged material from the Sites.

13. WARRANTY DISCLAIMER

13.1. <u>Does Riot make any warranties about the Riot Services?</u> (It depends where you are - prepare for some more lawyer shouting!)

^{*} You only need to include this language if you live in the United States of America.

We are not responsible for your installation and use of, and results obtained from the Riot Services (no matter where you are based).

Also, if you are based in **North, Central or South America**:

The Riot Services are provided to you on an "as is" and "as available" basis without warranties or representations of any kind, express or implied. You assume all responsibility for your use of the Riot Services. To the fullest extent permitted by applicable law, Riot Games disclaims all warranties, express or implied, which might apply to the Riot Services, including implied warranties of title, non-infringement, merchantability, fitness for a particular purpose, any warranties that may arise from course of dealing, course of performance or usage of trade, and any warranties as to the accuracy, reliability or quality of any content or info contained within the Riot Services.

14. LIMITATION OF LIABILITY

14.1. Is there a limit on Riot's potential liability under these Terms? (Yes.)

- To the extent permitted by law and subject always to sub-Section 14.1(3) below, our total liability to you (whether for breach of these Terms, negligence or for any other reason whatever) for any loss, harm or damage suffered by you in connection with your downloading, use and/or access of the Riot Services is limited to the total amounts paid by you to Riot during the twelve (12) months immediately prior to the time your cause of action first arose.
- 2. We only make the Riot Services available for domestic and private use. We are not liable for business losses (such as any loss of profit, loss of business, business interruption, loss of goodwill or loss of business opportunity). We also won't have responsibility for any damage which arises because you failed to install any update when it is made available by Riot Games or where you fail to maintain the minimum system specifications required. Separately (and subject to sub-Section 14.1(3) below), we are not responsible for: (i) any loss that was not foreseeable at the time you entered into these Terms; or (ii) any loss that we both knew might happen only because of your special circumstances existing at the time you entered into these Terms (including all indirect damages).
- 3. Despite anything else we say in these Terms, WE DO NOT EXCLUDE OR LIMIT IN ANY WAY OUR LIABILITY TO YOU WHERE IT WOULD BE UNLAWFUL TO DO SO, including our liability for: (i) death or personal injury arising from our negligence; (ii) our fraud or fraudulent misrepresentation; (iii) willful or grossly negligent behavior; (iv) damage arising from a negligent breach of an obligation that is essential for the performance of the contract by Riot Games to the extent that is typical and foreseeable; (v) for any guarantee given by us to you; or (vi) any liability under a jurisdiction's applicable product liability legislation.
- 4. You may also have specific rights under local law in addition to those set out above.

15. GOVERNING LAW

15.1. What law applies to these Terms or if we get into a dispute? (That depends on where you live and what Riot Games entity provides you with Riot Services.)

Please review below to determine what law applies to your use of the Riot Services. Irrespective of this choice-of-law, you may have the benefit of other or additional mandatory rights or remedies provided by local law in addition to those set out in these Terms. Nothing in these Terms limits or affects those rights.

If you live in North, Central or South America (excluding Brazil)

These Terms and any action arising out of or in connection with these Terms will be governed by the laws of the State of California, without regard to its conflict of laws provisions, except for Section
16 "Dispute Resolution," which shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C.
§ 1, et seq., and United States federal arbitration law. Except as otherwise expressly set out in Section 16 "Dispute Resolution," the exclusive jurisdiction for all disputes that you and Riot Games are not required to arbitrate will be the state and federal courts located in the Los Angeles County, California, and you and Riot Games each waive any objection to jurisdiction and venue in such courts. Nothing in this paragraph precludes either you or Riot Games from removing a suit filed in state court to federal court, if federal jurisdiction exists over the suit.

If you live in South Korea

These Terms and any action arising out of or in connection with these Terms shall be governed by the laws of Korea.

If you live in Japan

These Terms and any action arising out of or in connection with these Terms shall be governed by the laws of Japan.

If you live in Singapore, Philippines, Thailand, Malaysia or Indonesia ("SEA")

These Terms and any action arising out of or in connection with these Terms shall be governed by the laws of Singapore.

If you live in the European Economic Area, UK, Brazil or any country that isn't listed in this <u>Section</u> <u>15</u>

These Terms and any action arising out of or in connection with these Terms shall be governed by, and will be construed under, the laws of Ireland, without regard to conflict of law principles, and provided that such choice of law won't override any mandatory protections you may have a consumer in your jurisdiction.

16. DISPUTE RESOLUTION

16.1. I have an issue that I haven't been able to sort out with Riot Games. What's the path to resolving this dispute? (That depends on where you live)

If you live in:

- North, Central or South America (except for Brazil), you'll be contracting and dealing with
 Riot Games Inc. and you need to read Part A (General Dispute Resolution Terms) and Part
 B of this Section;
- **South Korea**, you'll be contracting and dealing with Riot Games Korea Limited and you need to read Part A (General Dispute Resolution Terms) and Part C of this Section;
- Japan, you'll be contracting and dealing with Riot Games, LLC and you need to read <u>Part</u> A (General Dispute Resolution Terms) and <u>Part D</u> of this Section;
- SEA, you'll be contracting and dealing with Riot Games Services PTE. LTD. and you need to read <u>Part A</u> (General Dispute Resolution Terms) and <u>Part E</u> of this Section; or

The European Economic Area, UK, Brazil or any other region/country that isn't listed above, you'll be contracting and dealing with Riot Games Limited and you need to read Part A (General Dispute Resolution Terms). If you are based in the EU, Part F of this Section will also apply.

Part A: General Dispute Resolution (no matter where you live)

16.2. <u>If we have a dispute, what should I do first?</u> (Please try to resolve the dispute with our Player Support team first.)

Disputes can be expensive and time consuming for both parties (justice doesn't come on swift wings outside Valoran). Unless otherwise indicated, for purposes of this Section 16, we use the term "Claim" to refer to any dispute between you and Riot Games. If you have a Claim, we invite you to first try to resolve the issue or appeal your dispute by contacting Player Support here. Otherwise, either you or Riot Games may (1) for small claims, assert an individual action in small claims court or tribunal for Claims that are within the scope of such courts' jurisdiction, or (2) for all other Claims, resolve your Claim in accordance with the dispute resolution terms applicable to you (as set forth in Section 16.1 above).

Part B: Dispute Resolution for North, Central or South America (excluding Brazil)

16.3. If we can't resolve a dispute informally, nearly all disputes between us will be resolved in arbitration, not in court (unless you'd like it to be heard in small claims court).

Any Claim that you or Riot Games has against the other, unless that Claim is expressly exempted from this arbitration requirement, shall be resolved exclusively by private, binding arbitration, rather than in court.

16.4. Do we have to informally negotiate claims first before arbitration? (Yes.)

In an effort to accelerate resolution and reduce the cost of resolving Claims, you and Riot Games agree, that unless you or Riot Games choose to assert a Claim on an individual basis in small claims court where you reside, the party making the Claim must first attempt to informally negotiate with the other party. To begin the negotiation, the claiming party must send the other party a notice sufficiently describing the Claim (a "Notice of Claim"). The Notice of Claim must contain all of the following information:

- Claimant's name;
- Claimant's physical mailing address;
- The username and associated Riot ID for the account(s) at issue;
- The email address(es) registered for the account(s) at issue; and
- Facts sufficient to evaluate the merits of the Claim, including any damages sought and the basis for calculating those damages.

We may suspend or terminate your account for a Terms or User Rules violation or for other reasons at our discretion without advance notice to you, but if If we have a Claim against you (*i.e.*, for money damages), we will send you a Notice of Claim to the email address registered for your account. If you have a Claim against Riot Games, including a belief that an action we took against your account was unwarranted, you will send a Notice of Claim to the Riot Games Legal Entity for your region (listed below in Section 18). You and Riot Games will attempt to resolve the Claim through informal

negotiation for sixty (60) days beginning from the date the Notice of Claim is sent. If the negotiation fails, you or Riot Games may then commence an arbitration proceeding for that Claim by filing a demand for arbitration. You and Riot Games agree that if either of us proceeds to arbitration without first having sent a compliance Notice of Claim and negotiating in good faith to resolve the Claim, a court may enter injunctive relief to enforce the pre-filing requirements of this section, including an injunction to stay an arbitration that has been commenced in violation of this section.

16.5. What the heck is arbitration? (A private dispute resolution method. No courtrooms or juries.)

Arbitration is an alternative dispute resolution process in which the parties agree to have their disputes decided by a neutral third party, called an "arbitrator," and not by a sitting judge or jury. Arbitration allows parties to resolve their disputes privately and without the formality of going to court. Arbitration follows different procedural rules than a court would and may involve significantly narrower pre-trial discovery than in court, and the arbitrator's binding decision is subject to very limited review by courts, including appellate courts.

16.6. Will arbitration allow for the same type of relief as a court? (Pretty much.)

The arbitrator shall have the power to award any type of legal or equitable relief that would be available to satisfy your individual claim in a court of competent jurisdiction, but to the fullest extent permitted by applicable law, the arbitrator may not award monetary, injunctive, or declaratory relief for the benefit of any person other than the claimant. The arbitrator's decision (called an "Award") will consist of a written statement stating the disposition of each claim and provide a concise written statement of the essential findings and conclusions on which the Award is based. The Award will be final and binding upon the parties, may be confirmed by a court of competent jurisdiction, and may then be enforced like any other court order or judgment.

16.7. Can I arbitrate on behalf of other people, too?(No.)

You and Riot Games agree that each of us may bring Claims against the other only on an individual basis. Unless both you and Riot Games agree otherwise, the arbitrator may not consolidate or join more than one person's or party's Claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding.

16.8. What issues will the arbitrator decide? (Just about everything.)

The arbitrator shall decide all issues in dispute between you and Riot Games, including issues of arbitrability and the existence, scope, validity, and enforceability of these arbitration terms. This means that—unless something else in these Terms expressly say a court will decide an issue—any disputes we have over whether the arbitration requirement applies to your Claim or about whether some or all of this arbitration agreement is valid and enforceable, the arbitrator (and not a court) will decide that dispute.

16.9. Who will administer the arbitration? (NAM, using its "Comprehensive Dispute Resolution Rules and Procedures," or if NAM isn't available, AAA, using its "Consumer Arbitration Rules.")

Claims will be resolved by National Arbitration and Mediation ("NAM"), https://namadr.com, according to NAM's Comprehensive Dispute Resolution Rules and Procedures in effect at the time the Claim arises, as modified by these Terms. If you reside in a country where NAM is not available to arbitrate the Claim, the arbitration will be conducted by the American Arbitration Association ("AAA"), https://www.adr.org, according to AAA's then-applicable Consumer Arbitration Rules (if the Claim is a consumer dispute) or otherwise the AAA's Commercial Arbitration Rules, in either

case as modified by these Terms. The rules applicable to your Claim are hereinafter referred to as the "Rules." In other words, if there is a conflict between the Rules and these Terms, the Terms shall govern. The arbitration provider will appoint a single arbitrator pursuant to the Rules. The arbitration will be governed by the FAA and United States federal arbitration law, and will be conducted in the English language.

16.10. <u>How does arbitration get started?</u> (One of us sends the other one and the arbitrator a written notification describing the situation and relief sought.)

Once a claimant has sent a compliant Notice of Claim and attempted to negotiate the dispute for at least 60 days, either party may commence an arbitration proceeding. The party commencing the arbitration is called the "claimant." A party who wishes to start arbitration must submit a written Demand for Arbitration according to the Rules and the arbitration provider's applicable procedures. See the arbitration provider's website for additional details. You can also contact NAM at commercial@namadr.com.

16.11. <u>How do arbitration fees work, and who pays for it?</u>(It's very similar to court costs. Please check the arbitration provider's rules for fee information.)

If we initiate an arbitration against you, we will pay all costs associated with the arbitration, including the entire filing fee. If you initiate an arbitration against Riot Games, you will pay the nonrefundable initial filing fee and other applicable fees, as required by the arbitration provider. If you choose to be represented by an attorney, you will pay your own attorneys' fees and costs unless applicable law requires otherwise.

The arbitration provider charges fees to resolve cases, including hourly fees paid to the arbitrator. In general, for consumer disputes, the arbitration provider requires the company and not the consumer to pay those fees no matter who wins. Only in limited circumstances (as explained in the Rules, or as allowed by the law at issue in the Claim) can Riot Games ask the arbitrator to impose the costs of arbitration on the consumer. But you should understand that if you assert a Claim in bad faith or without a sufficient basis, or if you break the Rules while arbitrating, Riot Games may ask the arbitrator to impose sanctions on you that may include ordering you to pay the costs of arbitration.

16.12. Where and how will the arbitration take place?

For Claims in which the claimant seeks less than USD \$10,000, the arbitrator will decide the matter solely on the basis of written submissions, without a formal hearing, unless the arbitrator decides that a formal hearing is necessary. For matters in which the claimant seeks USD \$10,000 or more, or smaller matters in which the arbitrator determines a hearing to be necessary, hearings shall be conducted by video or telephone, unless the arbitrator determines an in-person hearing to be necessary. If an in-person hearing is required and you reside in the United States, the hearing will take place in Los Angeles, California, unless the arbitrator determines that this would pose a hardship for you, in which case the in-person hearing may be conducted in your state and county of residence. If you reside outside the United States, video hearings are strongly preferred, but the site of any in-person hearing the arbitrator determines to be required will be determined by the applicable Rules.

16.13. What Claims are exempt from the arbitration requirement?

Some claims are exempt from this arbitration requirement. The exceptions are: (1) claims that can be brought as individual actions in small-claims court; (2) pursuit of enforcement actions through a government agency if the law allows; (3) an action to compel or uphold any prior arbitration

decision; (4) your or Riot Games' right to seek injunctive relief in a court of law to preserve the status quo while an arbitration proceeds; (5) claims of intellectual-property infringement (including claims of piracy; or creation, distribution, or promotion of cheats) and/or claims related to social engineering; (6) claims that are the subject of a class action settlement that has become final from which you have opted out of the settlement class; and (7) the enforceability of the requirement that arbitrations must be conducted on an individual rather than a class basis.

16.14. Can the parties make settlement offers and offers of judgment? (Yes.)

At any time during the arbitration proceeding, you or Riot Games may make a written settlement offer to the other party. You or Riot Games may also serve a written offer of judgment on the other party to allow judgment on specified terms (an "Offer of Judgment"). If the other party accepts the Offer of Judgment and submits proof of acceptance to the arbitrator, judgment shall be entered on those terms. If the Offer of Judgment is not accepted prior to the arbitration hearing or within thirty (30) days of when it was made (whichever is first), and the other party fails to obtain a more favorable award from the arbitrator, then to the fullest extent allowed by applicable law and the Rules, the party that declined the offer shall not be entitled to recover their post-offer costs and has to pay the offering party's costs (including all fees paid to the arbitral forum) from the time of the Offer of Judgment.

16.15. What if I terminate this agreement or withdraw my consent? (This agreement to arbitrate survives.)

This agreement to arbitrate shall survive expiration or termination of this Agreement, including in the event that the agreement is deemed terminated by operation of law.

16.16. What happens if other people besides me file the same kind of Claim, or if Riot Games files Claims against other people, too? (There's a plan for that.)

If 25 or more Notices of Claims are sent that raise similar Claims and have the same or coordinated counsel, these will be considered "Mass Arbitration Cases" and will be treated as mass filings or multiple case filings according to the arbitration provider's Rules, if and to the extent Mass Arbitration Cases are filed in arbitration as set forth in these Terms. Riot Games or you may advise the other of its or your belief that cases are Mass Arbitration Cases, and disputes over whether a case or cases meet the contractual definition of "Mass Arbitration Cases" will be decided by the arbitration provider as an administrative matter.

Once the sender of a Notice of Claim is notified of the recipient's belief that the Claim is a Mass Arbitration Case, a Demand for Arbitration pertaining to that Claim may only be filed with the arbitration provider as permitted by the bellwether process set forth below, **but applicable statutes** of limitations will be tolled for all Claims asserted in the Notice of Claim from the time a compliant Notice of Claim has been received by a party until, under these Terms, the Mass Arbitration Case is filed in arbitration or court.

Once counsel in the Mass Arbitration Cases has advised Riot Games that all or substantially all the Notices of Claim have been provided, counsel for the parties shall confer in good faith regarding the number of cases that should proceed in arbitration as bellwethers, which shall be a number sufficient to allow each side to test the merits of its arguments. If counsel for the parties do not agree on the number of bellwethers within 30 days after beginning the process, an even number of cases shall be chosen by the arbitration provider as an administrative matter (or, in the arbitration provider's discretion, by a process arbitrator) at the arbitration provider's earliest opportunity. If the

decision is made by the arbitration provider, it shall determine a number of bellwether cases that is sufficient to allow each side to test the merits of its arguments. Factors that the arbitration provider may consider in making this decision include the complexity of the dispute, differences in facts or applicable laws among various cases, and the arbitration provider's ability to try bellwether cases simultaneously if each case is assigned to a different arbitrator. To the extent the parties or the arbitration provider determine that differences in facts or applicable laws impact the number of bellwether cases to be tried, the parties or the arbitration provider shall group claims according to those differences and determine whether one or a greater number of Claims in each group should be tried as a bellwether. Once the number of bellwethers is fixed, by agreement or by the arbitration provider, each side shall select half that number from among the claimants who have provided compliant Notices of Claims, and only those chosen cases may be filed with the arbitration provider (and only the fees associated with those bellwether cases shall be assessed). If both sides do not or cannot identify the bellwether cases to be tried, the arbitration provider will choose cases from each relevant bellwether group at random.

You and Riot Games acknowledge understanding that, if your Claim (or the Claim brought against you) is or becomes a Mass Arbitration Case and is not selected as a bellwether, this bellwether process may delay the Claim's resolution.

A single arbitrator shall preside over each Mass Arbitration Case chosen for a bellwether proceeding, and only one Mass Arbitration Case may be assigned to each arbitrator as part of a bellwether process, unless the parties agree otherwise. The arbitration provider shall make commercially reasonable efforts to ensure that bellwether cases proceed through the arbitration process simultaneously or, if not simultaneously, as quickly as feasible.

Once all bellwether trials have concluded (or sooner if the counsel for the claimants and Riot Games agree), the parties must engage in a single mediation of all remaining Mass Arbitration Cases, with the division of fees for that mediation being set by agreement among the parties or, if the parties do not agree, by the arbitration provider as an administrative matter. Riot Games and counsel for the claimants must agree on a mediator within 30 days after the conclusion of the last bellwether trial. If the parties do not agree on a mediator within 30 days, the arbitration provider will appoint a mediator as an administrative matter. Riot Games and counsel for the claimants will cooperate for the purpose of ensuring that the mediation is scheduled as quickly as practicable after the mediator is appointed.

If the mediation does not yield a global resolution, this arbitration requirement shall no longer apply to remaining Mass Arbitration Cases. Such remaining Claims may be filed only in the state courts in Los Angeles County, California, or if federal jurisdiction exists, in the United States District Court for the Central District of California, and you consent as part of these Terms to venue such cases exclusively in these courts. Nothing in this paragraph shall be construed as prohibiting either you or Riot Games from removing a case from state to federal court if removal is allowed under applicable law. To the extent this exclusion applies to you, and you are asserting the same claims as other persons and are represented by common or coordinated counsel, you agree to waive any objection that the joinder of all such persons is impracticable. If a formerly arbitrable Claim is brought in court, the claimant asserting such a Claim may seek class treatment, but to the fullest extent allowed by applicable law, the classes sought may comprise only the claimants in the Mass Arbitration Cases who provided compliant Notices of Claim and whose cases were not resolved during the bellwether process. Any party may contest class certification at any stage of the litigation and on any available basis.

A court shall have authority to enforce this bellwether process for Mass Arbitration Cases and may enjoin the filing of lawsuits or arbitration demands not made in compliance with it.

16.17. What if part of these dispute resolution terms isn't enforceable? (We generally keep as much of it as possible, with one important exception.)

If all or any provision of this Section 16 is found invalid, unenforceable, or illegal, then you and Riot Games agree that the provision will be severed, and the rest of Section 16 shall remain in effect and be construed as if any severed provision had not been included. The sole exception is that if the prohibition on class arbitrations is found invalid, unenforceable, or illegal, you and Riot Games agree that this entire Section 16—except the Class Action Waiver below (unless that section is itself found invalid) will be void and unenforceable and any dispute will be resolved in court subject to the venue and choice of law clauses specified in the Terms.

16.18. Can I bring a class-action claim? (No. This is very important.)

To the maximum extent permitted by applicable law, for any case not subject to the requirement to arbitrate (except to the limited extent discussed above for Mass Arbitration Cases), you and Riot Games will only bring disputes, claims, or controversies between you and Riot Games in an individual capacity and shall not:

- seek to bring, join, or participate in any class or representative action, collective or classwide arbitration, or any other action where another individual or entity acts in a representative capacity (like private attorney general actions); or
- 2. consolidate or combine individual proceedings or permit another to do so without the express consent of all parties.

16.19. What happens if the Terms are revised after I send a Notice of Claim?

Although Riot Games may revise the Terms in its discretion as explained above in Section 10.1, Riot Games does not have the right to alter the Terms to arbitrate any Claim once a Notice of Claim has been sent, if such change would make arbitration procedures less favorable to the claimant. Whether changed procedures are less favorable to the claimant is an issue to be decided by the arbitrator, and if multiple claimants are proceeding in Mass Arbitration Cases, the applicability of revised terms to the Mass Arbitration Cases will be decided by the arbitration provider as a process matter.

16.20. <u>Can I opt out of the binding arbitration requirement?</u> (You have 30 days from when you accept these Terms to opt out.)

You have the right to opt out of and not to be bound by the requirement to resolve Claims in arbitration. To exercise this right, you must send written notice of your decision to this address:

Riot Games, Inc. Attn: Legal Department 12333 West Olympic Blvd. Los Angeles, CA 90064 United States

Your notice must include your name, mailing address, and Riot Games Account information, and state that you do not wish to be bound by the requirement to arbitrate Claims. TO BE EFFECTIVE, THIS NOTICE MUST BE POSTMARKED OR DEPOSITED WITHIN 30 DAYS OF THE DATE ON WHICH YOU

FIRST ACCEPTED THE TERMS UNLESS A LONGER PERIOD IS REQUIRED BY APPLICABLE LAW; OTHERWISE YOU WILL BE BOUND TO ARBITRATE DISPUTES IN ACCORDANCE WITH THIS SECTION. You are responsible for ensuring that Riot Games receives your opt-out notice, so you may wish to send it by a means that provides for a delivery receipt. If you opt out of these provisions, Riot Games will not be bound by them with respect to disputes with you. Although an opt-out request will allow you to bring Claims in court on an individual basis (subject to the Terms' venue provisions), the Class Action Waiver will still apply to you to the fullest extent allowed by applicable law.

Part C: Dispute Resolution for South Korea

Any dispute arising under these Terms or Riot Services will be brought in the court having jurisdiction in accordance with the Code of Korean Civil Procedure.

Part D: Dispute Resolution for Japan

The Tokyo District Court shall have the exclusive jurisdiction in the first instance over any dispute between Riot Games and you arising out of, or in connection with, these Terms or any Riot Services.

Part E: Dispute Resolution for SEA

Any dispute, controversy, claim or difference of any kind whatsoever arising out of or in connection with these Terms or Riot Services, including any question regarding their existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this Section. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one (1) arbitrator and the language of the arbitration shall be English.

Part F: Dispute Resolution for EEA Residents

16.21. Do I have other dispute resolution options?

If you live in the EEA, you may refer the dispute to the <u>European Commission's Online Dispute</u> Resolution Platform (see ec.europa.eu/consumers/odr).

Within a year after you submit your complaint to us, you may also try to resolve your dispute with Riot Games through a mediation procedure. This does not limit your statutory rights to initiate a court proceeding.

17. ADDITIONAL TERMS APPLICABLE TO RIOT SERVICES

17.1. General Terms

You may access Riot Services we make available from certain authorized third party stores or platforms (an authorized third party provider of any store, game system, console or platform each a "Third Party Platform"), only if you agree that:

- These Terms are an agreement between us and you, and not between you and the Third Party Platform. As between Riot Games and the Third Party Platform, Riot Games is solely responsible for any Riot Services.
- The Third Party Platform has no obligation to provide any maintenance and support services for the Riot Services.

- The Third Party Platform is not responsible for addressing any claims you have relating to the Riot Services or your possession and use of the Riot Service.
- If a third party claims any of the Riot Services infringes another party's intellectual property rights, as between the Third Party Platform and Riot Games, the Third Party Platform will not be responsible for the investigation, defense, settlement and discharge of any such claim.
- The Third Party Platform and its subsidiaries are third-party beneficiaries of these Terms as
 they relate to your license to the Riot Services. Upon your acceptance of these Terms, the
 Third Party Platform will have the right (and will be deemed to have accepted the right) to
 enforce this <u>Section 17</u> and <u>Section 19.9</u> as related to your license of the Riot Services
 against you as a third-party beneficiary.
- You must also comply with all applicable third-party terms of service and licenses when accessing or using the Third Party Platform including any additional terms that apply when you download, stream, access or use any Riot game, Virtual Content or other Riot Services.

18. RIOT LEGAL ENTITIES

Riot Games is composed of many different legal entities that operate worldwide. These Terms are an agreement between you and the specific Riot Games entity responsible for providing the Riot Services in your region, as set forth below.

If you live anywhere in North, Central or South America (except Brazil):

Riot Games, Inc.

Attn: Legal Department 12333 West Olympic Blvd. Los Angeles, CA 90064 United States

If you live in South Korea:

Riot Games Korea, Ltd.
Attn: Legal Department
30th floor, Parnas Tower, 521 Teheran-ro, Gangnam-gu
Seoul, Korea

If you live in Japan:

Riot Games, LLC Attn: Legal Department Roppongi Hills Mori Tower 34F 6-10-1, Roppongi, Minato-ku, Tokyo 106-6134 Japan

If you live in SEA:

Riot Games Services PTE. LTD. Attn: Legal Department 51 Bras Basah Rd, #05-01, S5008 & S5009, Singapore 189554 If you live anywhere else, including the EEA, UK or Brazil:

Riot Games Ltd.
Attn: Legal Department
PO Box 11989
Dublin 2
Ireland

19. MISCELLANEOUS

19.1. What can I do if I have questions about the Riot Services? (Until the day we can establish a Yordle call center, you can email us.)

If you have any questions concerning the Riot Services, or if you would like to contact us for any other reason, please contact Riot Games support at support@riotgames.com.

19.2. Can either party assign these Terms? (Not without the consent of the other party.)

Neither you nor Riot Games may assign its rights under these Terms, in whole or in part, to any person or entity at any time without the prior written consent of the other party. Any unauthorized assignment by either you or us shall be null and void.

19.3. <u>Is this our entire agreement?</u> (Yes, including those other important policies we talked about earlier.)

These Terms represent the complete agreement between you and Riot Games concerning the Riot Services, and supersede any prior or contemporaneous agreements between you and Riot Games. These Terms shall coexist with, and shall not supersede any other Riot Games policies referenced in these Terms. You and Riot Games agree that we each have not relied upon any terms, conditions, representations, warranties or similar that are not expressly set out in these Terms.

19.4. What happens if a natural disaster interferes with the Game? (Riot isn't liable.)

Riot Games shall not be liable for any delay or failure to perform, including any failure to perform under these Terms due to unforeseen circumstances or cause beyond Riot Games' control such as: (a) hacking, cyber-attacks, data corruption/loss (where we have taken the steps that would reasonably be taken by companies like us to avoid this event occurring); or (b) acts of god, war, terrorism, bomb-threats, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor or materials. This does not limit or affect any rights you have under consumer protection laws.

19.5. Do these Terms mean we're partners? (Not in a legal sense, no.)

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Riot Games as a result of these Terms or your use of the Riot Services.

19.6. If I breach these Terms and Riot does nothing for a long time, does that mean I'm off the hook? (No. We reserve all of our rights.)

Riot Games' failure to enforce any provision of these Terms shall in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of any party to enforce each and every such provision after that. Any waiver by Riot Games of any provision, condition or requirement of these Terms shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

19.7. What remedies are available to Riot Games if I breach these Terms?

Riot Games could suffer irreparable harm if a breach of certain of these Terms (such as <u>Section 3.2</u>) is not specifically enforced and damages may not be an adequate remedy for Riot Games as a result. We may rely upon this Section to ask a court for injunctive relief or specific performance.

19.8. <u>If I need to send a legal notice to Riot, where do I send it?</u> (We hope you never need to send us a legal notice, but if you do....)

Except as otherwise expressly provided in these Terms or as may be permitted in the jurisdiction in which you reside, all notices given by you or required under these Terms shall be in writing and addressed to the Riot Games entity that provides you with the Riot Services at issue. See <u>Section</u>

18 for the address of the relevant Riot Games entity.

19.9. Can I play the Game if the U.S. government thinks I might be a terrorist or I live in an embargoed country? (No.)

Much of the Riot Services are developed in the U.S. so you cannot use them if: (1) the Office of Foreign Assets Control of the United States Treasury Department lists you as a specially designated national and/or blocked person; (2) the Bureau of Industry and Security of the United States Department of Commerce lists you on its denied persons list or lists of parties of concern; or (3) you're on any similar list promulgated by an official agency or department of the United States government. You warrant and represent that you're not located in, under the control of, or a national or resident of any embargoed country.

19.10. <u>If part of these Terms is invalidated, what happens to the rest?</u> (Like Zac, these Terms might lose a part or two, but what's left lives on.)

Except as otherwise provided in these Terms, if any provision of these Terms is held to be invalid or unenforceable for any reason, such provision shall be considered severed from these Terms and the remainder of these Terms shall continue in full force and effect.

19.11. Are these silly headings legally binding? (No. These headings are just our lawyers' way of trying to be engaging and funny. Other lawyers find these headings to be appropriately engaging and funny.)

The headings and parentheticals in these Terms are provided for informational and entertainment purposes only. They have no legal effect whatsoever.

19.12. <u>How long does this agreement last?</u> (For as long as you use the Riot Services or until your account is terminated. Some provisions have been chronoshifted, though, and last forever.)

These Terms begin on the date you first accept them and last for as long as you use or maintain an account on the Riot Services. However, Sections <u>2.3</u>, <u>3.2</u>, <u>4.3</u>, <u>4.4</u>, <u>4.5</u>, <u>5.1</u>, <u>6</u>, <u>8</u>, and <u>13-18</u> inclusive, shall survive the termination of these Terms.

19.13. Where we say "including" in these Terms, is that language limiting? (No.)

Whenever we use "including" in these Terms, we mean "including without limitation."