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(ii) With respect to User Content known as “add-ons”, “maps”, “mods”, or other types of projects submitted through CurseForge.com or similar sites (the “Submitted Projects”), the rights granted by you hereunder terminate once you remove or delete such Submitted Projects from the Twitch Services.

You also acknowledge that Twitch may retain, but not display, distribute, or perform, server copies of Submitted Projects that have been removed or deleted.

(iii) With respect to streaming live and pre-recorded audio-visual works, the rights granted by you hereunder terminate once you delete such User Content from the Twitch Services, or generally by closing your account, except: (a) to the extent you shared it with others as part of the Twitch Services and others copied or stored portions of the User Content (e.g., made a Clip); (b) Twitch used it for promotional purposes; (c) for the reasonable time it takes to remove from backup and other systems; or (d) Twitch is required by applicable law to retain it.

b.

User Content Representations and Warranties You are solely responsible for your User Content and the consequences of posting or publishing it.

You represent and warrant that: (1) you are the creator or own or control all rights in and to the User Content or otherwise have sufficient rights and authority to grant the rights granted herein; (2) your User Content does not and will not: (a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right, or (b) defame any other person; (3) your User Content does not contain any viruses, adware, spyware, worms, or other harmful or malicious code; and (4) unless you have received prior written authorization, your User Content specifically does not contain any pre-release or non-public beta software or game content or any confidential information of Twitch or third parties.

Twitch reserves all rights and remedies against any users who breach these representations and warranties.

c. Content is Uploaded at Your Own Risk Twitch uses reasonable security measures in order to attempt to protect User Content against unauthorized copying and distribution.

However, Twitch does not guarantee that any unauthorized copying, use, or distribution of User Content by third parties will not take place.

To the furthest extent permitted by applicable law, you hereby agree that Twitch shall not be liable for any unauthorized copying, use, or distribution of User Content by third parties and release and forever waive any claims you may have against Twitch for any such unauthorized copying or usage of the User Content, under any theory.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SECURITY MEASURES TO PROTECT USER CONTENT USED BY TWITCH HEREIN ARE PROVIDED AND USED “AS-IS” AND WITH NO WARRANTIES, GUARANTEES, CONDITIONS, ASSURANCES, OR OTHER TERMS THAT SUCH SECURITY MEASURES WILL WITHSTAND ATTEMPTS TO EVADE SECURITY MECHANISMS OR THAT

THERE WILL BE NO CRACKS, DISABLEMENTS, OR OTHER CIRCUMVENTION OF SUCH SECURITY MEASURES.

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In addition, you agree that you are solely responsible for ensuring that your Branded Content complies with any and all applicable advertising laws, regulations, and guidelines, including without limitation the U.S. Federal Trade Commission’s Guidelines (the “Advertising Guidelines”).

For example, if you have been paid or provided with free products in exchange for discussing or promoting a product or service through the Twitch Services, or if you are an employee of a company and you discuss or promote that company’s products or services through the Twitch Services, you agree to comply with the Advertising Guidelines’ requirements for disclosing such relationships to indicate the commercial nature of the Branded Content.

10.

Prohibited Conduct YOU AGREE NOT TO violate any law, contract, intellectual property, or other third-party right; not to commit a tort, and that you are solely responsible for your conduct while on the Twitch Services.

You agree that you will comply with these Terms of Service and Twitch’s Community Guidelines and will not: i. create, upload, transmit, distribute, or store any content that is inaccurate, unlawful, infringing, defamatory, obscene, pornographic, invasive of privacy or publicity rights, harassing, threatening, abusive, inflammatory, or otherwise objectionable;

ii. impersonate any person or entity; falsely claim an affiliation with any person or entity; access the Twitch Services accounts of others without permission; forge another person’s digital signature; misrepresent the source, identity, or content of information transmitted via the Twitch Services; or perform any other similar fraudulent activity; iii. send junk mail or spam to users of the Twitch Services, including without limitation unsolicited advertising, promotional materials, or other solicitation material; bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, petitions for signatures, or any of the preceding things related to promotional giveaways (such as raffles and contests); and other similar activities; iv. harvest or collect email addresses or other contact information of other users from the Twitch Services; v. defame, harass, abuse, threaten, or defraud users of the Twitch Services, or collect or attempt to collect, personal information about users or third parties without their consent; vi. delete, remove, circumvent, disable, damage, or otherwise interfere with (a) security-related features of the Twitch Services or User Content, (b) features that prevent or restrict use or copying of any content accessible through the Twitch Services, (c) features that enforce limitations on the use of the Twitch Services or User Content, or (d) the copyright or other proprietary rights notices on the Twitch Services or User Content; vii. reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Twitch Services or any part thereof, except and only to the extent that this activity is expressly permitted by the law of your jurisdiction of residence; viii.

modify, adapt, translate, or create derivative works based upon the Twitch Services or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; ix. interfere with or damage the operation of the Twitch Services or any user’s enjoyment of them, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code; x. relay email from a third party’s mail servers without the permission of that third party; xi. access any website, server, software application, or other computer resource owned, used, and/or licensed by Twitch, including but not limited to the Twitch Services, by means of any robot, spider, scraper, crawler, or other automated means for any purpose, or bypass any measures Twitch may use to prevent or restrict access to any website, server, software application, or other computer resource owned, used, and/or licensed by Twitch, including but not limited to the Twitch Services;

xii. manipulate identifiers in order to disguise the origin of any User Content transmitted through the Twitch Services; xiii.

interfere with or disrupt the Twitch Services or servers or networks connected to the Twitch Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the Twitch Services; use the Twitch Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Twitch Services, or that could damage, disable, overburden, or impair the functioning of the Twitch Services in any manner; xiv. use or attempt to use another user’s account without authorization from that user and Twitch; xv.

attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of the Twitch Services that you are not authorized to access; xvi.

attempt to indicate in any manner, without our prior written permission, that you have a relationship with us or that we have endorsed you or any products or services for any purpose; and xvii.

use the Twitch Services for any illegal purpose, or in violation of any local, state, national, or international law or regulation, including without limitation laws governing intellectual property and other proprietary rights, data protection, and privacy.

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12.

Advertisements Twitch has the exclusive right to monetize the Twitch Services, including without limitation, the exclusive right to sell, serve, and display advertisements on the Twitch Services.

Third-party advertising networks are not allowed to serve advertising through the Twitch Services.

However, you can publish Branded Content using the Twitch Services as set forth in Section 9 above.

13.

Respecting Copyright Twitch respects the intellectual property of others and follows the requirements set forth in the Digital Millennium Copyright Act (“DMCA”) and other applicable laws.

If you are the copyright owner or agent thereof and believe that content posted on the Twitch Services infringes upon your copyright, please submit a notice following our DMCA Guidelines , which include further information about our policies, what to include in your notice, and where to submit your notice.

14.

Trademarks TWITCH, the Twitch logos, and any other product or service name, logo, or slogan used by Twitch, and the look and feel of the Twitch Services, including all page headers, custom graphics, button icons, and scripts, are trademarks or trade dress of Twitch, and may not be used in whole or in part in connection with any product or service that is not Twitch’s, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Twitch, without our prior written permission.

Any use of these trademarks must be in accordance with the Twitch Trademark Guidelines .

All other trademarks referenced in the Twitch Services are the property of their respective owners.

Reference on the Twitch Services to any products, services, processes, or other information by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation thereof by us or any other affiliation.

15. Third-Party Content

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iii.

Basis of the Bargain YOU ACKNOWLEDGE AND AGREE THAT TWITCH HAS OFFERED THE TWITCH SERVICES, USER CONTENT, MATERIALS, AND OTHER CONTENT AND INFORMATION, SET ITS PRICES, AND ENTERED INTO THESE TERMS OF SERVICE IN RELIANCE

UPON THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND TWITCH, AND THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND TWITCH.

TWITCH WOULD NOT BE ABLE TO PROVIDE THE TWITCH SERVICES TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

d. Applicable Law and Venue (i) To the fullest extent permitted by applicable law, you and Twitch agree that if you are a Subscribing Organization or a consumer resident of a jurisdiction other than those in (ii) and (iii) below, the following governing law and arbitration provision applies: PLEASE READ THE FOLLOWING CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH TWITCH AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM TWITCH.

(a) You and Twitch agree to arbitrate any dispute arising from these Terms of Service or your use of the Twitch Services, except that you and Twitch are not required to arbitrate any dispute in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents.

ARBITRATION PREVENTS YOU FROM SUING IN COURT OR FROM HAVING A JURY TRIAL.

You and Twitch agree that you will notify each other in writing of any dispute within thirty (30) days of when it arises.

Notice to Twitch shall be sent to: Twitch Interactive, Inc., Attn: Legal, 350 Bush Street, 2nd Floor, San Francisco, CA 94104.

You and Twitch further agree: to attempt informal resolution prior to any demand for arbitration; that any arbitration will occur in Santa Clara County, California; that arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of JAMS; and that the state or federal courts in Santa Clara County, California have exclusive jurisdiction over any appeals of an arbitration award and over any suit between the parties not subject to arbitration.

Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available in court.

(b) Any dispute between the parties will be governed by this Agreement and the laws of the State of California and applicable United States law, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction.