

ARKADIUM ADVANTAGE MEMBERSHIP AGREEMENT

Welcome to Arkadium Advantage, Arkadium Inc.'s games membership service. This Agreement between you ("you") and Arkadium Inc. ("Arkadium" or "we"), together with and incorporating all updates, supplements, additional terms, and Arkadium's rules and policies, contains the material terms and conditions that govern your use of Arkadium Advantage. By accessing Arkadium Advantage or using our platforms, you agree to be legally bound to this Agreement. If you do not agree to the Agreement as stated herein, you may not subscribe to Arkadium Advantage.

Please read this Agreement carefully. It contains important information regarding your legal rights. In particular, please review the Dispute Resolution section, below, which contains provisions regarding mandatory arbitration and waiver of your right to class relief or a jury trial. Your right to opt out of the Agreement's dispute resolution provisions is detailed in Dispute Resolution section below.

Arkadium respects the privacy of our users. Please take a few minutes to review our Privacy Policy at <https://www.arkadium.com/privacy-policy/>.

This Agreement applies to downloadable game applications ("Apps") and websites owned and operated by Arkadium and associated with Arkadium Advantage's offerings, including any e-mail newsletters published or distributed by or on behalf of Arkadium, and any other interactive features, online games or platforms owned and operated by Arkadium and associated with Arkadium Advantage's offerings (collectively, including Apps, referred to as "Arkadium Platforms"), to the extent each of the foregoing is offered in the United States. As described below, you may be able to access and view some materials for free and without registering for an account, but certain features may only be available if you register for a free Arkadium Advantage trial account or if you have an Arkadium Advantage Membership. Additional terms and conditions may apply to some services offered on Arkadium Platforms and may be found at the place where the relevant service is offered. You are responsible for all internet access, mobile data or other charges incurred when using Arkadium Advantage.

We may modify the terms of this Agreement from time to time. By continuing to use any of the Arkadium Advantage offerings after we inform you by e-mail and post on the Arkadium Advantage website any such changes, you accept this Agreement, as modified. We may change, restrict access to, suspend or discontinue Arkadium Advantage, or any portion of Arkadium Advantage, at any time. YOUR CONTINUED USE OF ARKADIUM ADVANTAGE FOLLOWING THE POSTING OF CHANGES TO THIS AGREEMENT MEANS YOU ACCEPT THOSE CHANGES. UNLESS WE PROVIDE YOU WITH SPECIFIC NOTICE, NO CHANGES TO OUR AGREEMENT SHALL APPLY RETROACTIVELY.

ACCESS TO THE SERVICE

By accessing or using Arkadium Advantage, you will be able to access and play Apps and content on Arkadium Platforms, which may include videos, music, graphics, text, images, and photographs, on the terms and conditions set out in this Agreement.

You may be able to access some features of Apps or Arkadium Platforms for free, but most features, including advertising-free Apps, are only available if you pay the monthly price for an Arkadium Advantage Membership ("Arkadium Advantage Membership"). An Arkadium Advantage Membership

provides ad-free games, access to Arkadium Advantage chat forums, newsletters, and periodic promotions.

AGE RESTRICTION

You must be at least 13 years old to play Arkadium's games. However, you must be at least 18 years old to register on Arkadium Advantage. By registering on Arkadium Advantage, you warrant that you are at least 18 years old.

USER ACCOUNT INFORMATION AND SECURITY

When you sign up for an Arkadium Advantage Membership you are responsible for all access to and use of Arkadium Advantage through your account. You are also responsible for your Arkadium Advantage Membership username and password, for keeping them confidential, and for all activities that are carried out under them. We recommend that you do not reveal your payment details, username, or password to any other person. You agree to notify us immediately if you become aware of or suspect any unauthorized use of your password or username.

You agree that the information you supply during the registration process will be accurate and complete. You also agree not to (i) select, register, or attempt to register, or use a username of another person with the intention of impersonating that person; (ii) use a username of anyone else without authorization; (iii) use a username in violation of the intellectual property rights of any person; or (iv) use a username that may reasonably be considered offensive. Arkadium reserves the right to reject or terminate any username or password that, in its judgment, it deems offensive. You agree not to, and not to allow third parties to: (i) access any part of the Arkadium Advantage service and/or create an Arkadium Advantage Membership using a virtual proxy network; or (ii) use your log in credentials to access your Arkadium Advantage account without authorization, or do anything else which allows you to gain unauthorized access to the Arkadium Advantage service, or any account, computer system, or network connected to the Arkadium Advantage service, by means such as hacking, password mining, or other illicit means. Further, you agree that you are responsible for all statements made and acts or omissions that occur on your account while your password is being used. Arkadium reserves the right to access and disclose any information including, without limitation, usernames of accounts and other information to comply with applicable laws and lawful government requests. Please inform Arkadium if there is a change in the information you provided at the time of your initial registration, including any change of address or name, by contacting customer service at support@arkadium.com.

ARKADIUM NAME AND CONTACT

Arkadium's contact information for any questions, complaints or claims that you have with respect to Arkadium Advantage, Arkadium Platforms, or any App is support@arkadium.com, or go to our Arkadium Advantage Help Center page at <https://support.arkadium.com/>.

FREE PERIOD OF ACCESS

Your Arkadium Advantage Membership may start with a free period of access. Free periods of access are available to new subscribers only (one per subscriber) at Arkadium's discretion and are subject to availability. The duration of the free period of access will be specified at the point of sign-up. Before your free period of access ends, we will provide you with notice that you will be charged for an

Arkadium Advantage Membership and request your consent to enroll you for automatic renewal payments as described in the Automatic Renewal provision below. Alternatively, you may cancel your Arkadium Advantage Membership before the expiry of the free period of access.

BILLING

With your Arkadium Advantage Membership, you can view details about your account by accessing your account section in Arkadium Advantage. This information will include the recurring Arkadium Advantage Membership fee, billing renewal date and cancellation procedure for your Arkadium Advantage Membership.

If a fee applies to your Arkadium Advantage Membership, you will be charged for it using the payment method you designate (the "Primary Payment Method"). In addition, you may have the option to provide a backup payment method to be associated with your account. In the event you submit a second payment method, you hereby authorize Arkadium to charge such backup payment method in the event the Primary Payment Method cannot be charged. If your Arkadium Advantage Membership automatically renews, payments will be taken automatically on the first day of each new membership period for your Arkadium Advantage Membership at the same price (unless we have notified you of a price change, as described below). The first payment will be generally be taken on the day you begin your Arkadium Advantage Membership or, if you have a free period of access, the day after your free period of access ends. If you are eligible for a promotional offer involving a discount, your bill and payments will be reduced accordingly for the promotional period.

If we bill you directly for your Arkadium Advantage Membership, you may go to your account section in Arkadium Advantage to view your billing information or to change your payment method.

If a payment is not successfully settled, because your Primary Payment Method has expired and there is no viable backup payment method associated with your account, you have insufficient funds, or otherwise, and you do not change your payment method or cancel your Arkadium Advantage Membership, we may suspend your access to your Arkadium Advantage Membership until we (or the relevant third party) have obtained a valid payment method. When you update your payment method in your account, you authorize us to charge the updated payment method for your Arkadium Advantage Membership and you remain responsible for any uncollected amounts. This may result in a change to your payment dates or membership period.

We reserve the right to change the date we charge you if your payment method has not been successfully authorized or if your membership renewal date does not occur in a given month, for example, if you are usually charged on the 30th of each month, in February you will be charged on the 28th.

We may use a third-party payment processor, such as Recurly or a replacement processor, to manage memberships and process credit card transactions or other payment methods. For some payment methods, the relevant issuer may charge you certain fees, such as a foreign transaction fee or other fees relating to the processing of your payment method. Local taxes and charges may vary depending on the payment method used. You will be solely responsible for any such taxes and charges which may apply. Check with your payment provider for details.

If you subscribe to an Arkadium Advantage Membership that starts with a free period of access, or if you use a promotional offer that requires you to provide your payment details, a payment may be authorized by your bank or credit card company when your free or promotional period of access begins but no payment will be taken by us for this free or promotional period of access. You should be aware however that this may affect your available balance or credit limit.

AUTOMATIC RENEWAL

When you sign up for an Arkadium Advantage Membership, we will request your consent, at the point of sign-up, to automatically renew your membership for the same term and to charge your selected payment method the same membership price paid for your initial membership, except as detailed in the Price Changes section, below. If you are enrolled for automatic renewal, your membership will continue to renew unless you cancel your membership before your next renewal date. We will also inform you at the point of sign-up how you may cancel your Arkadium Advantage Membership. If you do not cancel your membership before the end of the current membership period (or free period of access), your Arkadium Advantage Membership will automatically renew for another term and you will be charged a membership fee of the same price as your original membership, unless we have notified you of a price change effective at the start of your next membership period, in accordance with “Price Changes” section below.

PRICE CHANGES

We may change the price of Arkadium Advantage Memberships from time to time. We will tell you the date on which any price change that applies to your Arkadium Advantage Membership is due to come into effect and will notify you such changes at least thirty (30) days before your renewal payment for your Arkadium Advantage Membership is scheduled to be charged.

If we notify you of a price change and you do not want to continue your Arkadium Advantage Membership at the new membership price, you can cancel your Arkadium Advantage Membership either (i) before the start of the next membership period by following the steps in “Cancellation” below; or (ii) at any time before the price change becomes effective by accessing your account information in Arkadium Advantage or contacting us at support@arkadium.com with notice of your cancellation.

If you have created an Arkadium Advantage Membership through one of our third-party partners, price changes will be subject to that third party's terms and conditions.

CANCELLATION

You can cancel your Arkadium Advantage Membership before the end of the current membership period (or free period of access) and, unless we tell you otherwise, the cancellation will be effective at the end of the current membership period (or free period of access). This means that if you are partway through a membership period (or free period of access), you will be able to continue to use your Arkadium Advantage Membership until the end of the current membership period (or free period of access), unless we tell you otherwise.

To manage your Arkadium Advantage Membership, click on the account area in Arkadium Advantage or contact us at support@arkadium.com.

REFUNDS AND CREDITS

Without affecting your applicable statutory rights, payments are non-refundable and there are no refunds or credits for partially used billing periods. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all our members. If we do this for any reason this does not mean we are obligated to do so again, even in the same circumstances.

If you signed up for an Arkadium Advantage Membership through a third party (for example, an app-store or via one of our partners) and encounter any problems with billing or payments, please contact that third party in respect of any refunds or credits relating to your Arkadium Advantage Membership in accordance with that third party's terms. For any other issues relating to your Arkadium Advantage Membership, you can contact us at support@arkadium.com.

TERMINATION OR SUSPENSION

Arkadium may terminate or suspend your Arkadium Advantage Membership if Arkadium reasonably determines that (i) there is a threat or attack on the Arkadium Platforms or any related services; (ii) your use of the Arkadium Platforms disrupts or poses a security risk to the Arkadium Platform or to any other customer or third-party partner of Arkadium; or (iii) you are using the Arkadium Platforms for fraudulent or illegal activities. Arkadium will have no liability for any damage, liabilities, losses, or any other consequences that you may incur as a result of a termination or suspension of your Arkadium Advantage Membership.

CHAT ROOMS, FORUMS, BLOGS, AND COMMUNITY SOCIAL MEDIA SITES

Arkadium encourages open exchanges and communication among our players on and through designated parts of the Arkadium Advantage website or any other Arkadium Platform that allows players to post content. We cannot and do not, however, review every posting made on Arkadium's community and social media sites, or in chat rooms, forums, blogs, and other public posting areas. These areas may include content, information, and opinions from individuals and organizations other than Arkadium. We do not endorse or guarantee the accuracy of any posting. Responsibility for content posted on Arkadium Advantage's designated community forums, or in chat rooms, blogs and other public posting areas rests with each user. Arkadium does not control the messages, information, or other content that you or other players may provide through Arkadium.

Arkadium is not responsible for, and cannot guarantee the performance of, goods and services provided by our advertisers or others to whose sites we link. A link to another website does not constitute an endorsement of that site (nor of any product, service or other material offered on that site) by Arkadium or its licensors.

General Rules and Code of Conduct

You may use Arkadium's chat features for lawful purposes only. By using Arkadium Advantage, you agree not to submit, post, or transmit on or through Arkadium Advantage any material or otherwise engage in any conduct that:

- Violates or infringes the rights of others including, without limitation, patent, trademark, trade secret, copyright, publicity, privacy or other proprietary rights;
- Allows you to gain unauthorized access to Arkadium Advantage, or any account, computer system, or network connected to Arkadium, by means such as hacking, password mining or other illicit means;

- Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortuous, or contains explicit or graphic descriptions or accounts of sexual acts;
- Victimizes, harasses, degrades, or intimidates an individual or group of individuals based on religion, gender, sexual orientation, race, ethnicity, age, or disability;
- Collects for marketing purposes any email addresses or other personal information that has been posted by other users of Arkadium Advantage;
- Impersonates any person, business, or entity, including Arkadium and its employees and agents, or falsely states or otherwise misrepresents your affiliation with any person, business, or entity, including Arkadium;
- Contains an advertisement or solicitation or encourages others to make a donation;
- Contains viruses or any other computer code, files or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment, or otherwise permit the unauthorized use of a computer or computer network;
- Encourages conduct that would constitute a criminal offense or that gives rise to civil liability or that otherwise encourages others to commit illegal activities or cause injury or property damage to any other person;
- Results in the posting or transmission of any message anonymously or under a false name;
- Permits any person to access, using your account, any features of Arkadium Advantage that may require registration;
- Results in a single message being posted to any area of Arkadium Advantage if that message is, in our view, off-topic or in violation of this Agreement; or
- Violates this Agreement, guidelines or any policy posted on Arkadium Advantage, or interferes with the use of Arkadium Advantage by others.

Arkadium's Rights

Although Arkadium cannot monitor all content on Arkadium Advantage's community and social media sites, or postings in the chat rooms, forums, blogs, and other public posting areas, you understand that Arkadium shall have the right, but not the obligation, to monitor the content of Arkadium Advantage to determine compliance with this Agreement and any other operating rules that may be established by Arkadium from time to time. Arkadium shall have the right, in its sole discretion, to edit, move, delete, or refuse to post any material submitted to or posted on Arkadium Advantage for any reason, including violation of this Agreement, whether for legal or other reasons, or because the material is objectionable or stale. Notwithstanding our right stated above, users shall remain solely responsible for the content of their material. You acknowledge and agree that neither Arkadium nor any of its affiliates shall assume or have any liability for any action or inaction by Arkadium with respect to any conduct within Arkadium Advantage or any communication or posting on Arkadium Advantage. Arkadium also reserves the right to disclose any information that Arkadium believes necessary to satisfy any law, regulation, or governmental request, or to refuse to post or to remove any information or materials, in whole or in part.

Your Warranties and Representations

Arkadium requires you not to use Arkadium Advantage to violate anyone's copyright, trademark, or other intellectual property rights. By posting or submitting any material (including, without limitation, photographs, and videos) to Arkadium Advantage, you are warranting and representing that you own or have the right to post or make such submission of the material or are making your submission or posting with the express consent of the owner, and that no other party has any right, claim, or interest in the material that you have submitted or posted. You also warrant that all moral rights in any material that you submit to us or post have been waived. Submitting or posting material that is the property of another, without the consent of its owner, is not only a violation of this Agreement, but may also subject you to legal liability for infringement of copyright, trademark, or other intellectual property rights.

Arkadium's Use of Your Posted Content

With the exception of any material posted on Arkadium's social media sites, all other material you submit to any of our chat rooms, forums, blogs, and other public posting areas, whether text or images, becomes the property of Arkadium and may be reproduced, modified, and distributed as we see fit, in any medium, for any purpose and in perpetuity. Further, you understand that by posting material on Arkadium's social media sites, you are granting to Arkadium, and to anyone authorized by Arkadium, a royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to display, use, copy, modify, transmit, sell, exploit, create derivative works from, distribute, and/or publicly perform such materials posted on Arkadium's community and social media sites, in whole or in part, in any manner or medium, now known or hereafter developed, for any purpose. The foregoing grant shall include the right to exploit any proprietary rights in such posting or submission, including, but not limited to, rights under copyright, trademark, service mark or patent laws under any relevant jurisdiction. Also, in connection with the exercise of such rights, you grant Arkadium, and anyone authorized by Arkadium, the right to identify you as the author of any of your postings or submissions by name, email address or screen name, as Arkadium deems appropriate.

Limitations of Your Use of Arkadium's Content

The Apps, Arkadium Platforms and additional materials available through Arkadium Advantage are the property of Arkadium or its licensors, and are protected by copyright, trademark, and other intellectual property laws. You are free to play our games, print, and display for your personal, non-commercial use and otherwise use Arkadium Advantage for the purposes intended. But you may not otherwise modify or reproduce any of the materials without the prior written consent of the owner. You may not distribute, disseminate or otherwise publicly display any content or materials found on Arkadium Advantage in any form without prior written permission from Arkadium. Of course, you are free to encourage others to access the games themselves on Arkadium Advantage and to tell them how to find it. You will not remove any copyright, trademark or other proprietary notices from material found on Arkadium Advantage.

Disagreements

If you disagree with any material you find on Arkadium Advantage, we recommend that you respectfully note your disagreement in an appropriate site forum where there is one. We also invite you to bring to

our attention any material you believe to be factually inaccurate or in violation of our rules or code of conduct by contacting our representatives at support@arkadium.com.

NO SOLICITING You agree not to use Arkadium Advantage to advertise, or to solicit anyone to buy or sell, products or services, nor to solicit anyone to make donations of any kind, without our express written approval, nor to state or imply any sponsorship or endorsement by Arkadium.

NO SPAMMING OR SPIMMING From time to time, users post their e-mail addresses in our chat forums other public posting areas. You may not gather these e-mail addresses for commercial or illegal purposes, such as sending unsolicited or unrequested e-mail or instant messages.

RULES FOR SWEEPSTAKES, CONTESTS, OR SIMILAR PROMOTIONS Any sweepstakes, contests, raffles, surveys, or similar promotions made available through Arkadium Advantage may be governed by specific rules that are separate from and in addition to this Agreement. By participating in any such sweepstakes, contest, raffle, survey, or similar promotion, you will become subject to those rules, which may vary from those set forth herein, and which are incorporated into this Agreement. Arkadium urges you to read the applicable rules, which may be linked from the particular activity.

ENTERTAINMENT PURPOSES ONLY Arkadium Advantage and the services and games provided through Arkadium Advantage are for entertainment purposes only and may not be used in connection with any form of gambling or wagering.

DISCLAIMER FOR APPLE APP STORE APPS

- **Acknowledgement:** You and Arkadium acknowledge that the Agreement is binding between You and Arkadium, and not with Apple, and that Arkadium, not Apple, is solely responsible for Arkadium games available through Apple's App Store ("Licensed Apps") and the content thereof. To the extent that the Agreement provides for usage rules for Licensed Apps that are less restrictive than, or in conflict with, the usage rules set forth in the Apple Media Services Terms and Conditions, the Apple Media Services Terms and Conditions shall apply.
- **Scope of License:** The license granted to you for any Licensed App is limited to a non-transferable license to use the Licensed App on any Apple-branded Products that you own or control and as permitted by the Usage Rules set forth in the Apple Media Services Terms and Conditions, except that such Licensed Apps may be accessed and used by other accounts associated with you via Family Sharing.
- **Maintenance and Support:** Arkadium is solely responsible for providing any maintenance and support services with respect to the Licensed Apps, as specified in this Agreement, or as required under applicable law. You and Arkadium acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Licensed Apps.
- **Warranty:** Arkadium is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of a Licensed App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Licensed App to you; and that, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Licensed App, and any other claims, losses,

liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Arkadium's sole responsibility.

- **Product Claims:** You and Arkadium acknowledge that Arkadium, not Apple, is responsible for addressing any claims of you or any third party relating to a Licensed App or the end- user's possession and/or use of that Licensed App, including, but not limited to: (i) product liability claims; (ii) any claim that the Licensed App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation. The Agreement does not limit Arkadium's liability to you beyond what is permitted by applicable law.
- **Intellectual Property Rights:** You and Arkadium acknowledge that, in the event of any third party claim that the Licensed App or your possession and use of that Licensed App infringes that third party's intellectual property rights, Arkadium, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- **Legal Compliance:** You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- **Third Party Terms of Agreement:** You must comply with applicable third party terms of agreement when using a Licensed App.
- **Third Party Beneficiary:** You and Arkadium acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of the Agreement, and that, upon the your acceptance of the terms and conditions of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement against you as a third party beneficiary thereof.

DISCLAIMER OF WARRANTIES AND LIABILITY We work hard to make Arkadium Advantage a unique and enjoyable place, but we cannot guarantee that our users will always find everything to their liking. Please read this disclaimer carefully before using Arkadium Advantage.

YOUR USE OF ARKADIUM ADVANTAGE IS AT YOUR SOLE RISK. ARKADIUM ADVANTAGE (INCLUDING, WITHOUT LIMITATION, ALL INFORMATION CONTAINED HEREIN AND ALL ONLINE GAMES, DOWNLOADABLE GAMES AND APPS, ARKADIUM PLATFORMS, VIRTUAL GOODS, GAME CURRENCY, AND SERVICES) IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO THIS PLATFORM, DOWNLOADABLE GAMES AND APPS, VIRTUAL GAMES, VIRTUAL GOODS, GAME CURRENCY, OR ANY INFORMATION OR SOFTWARE THEREIN. WITHOUT DEROGATING FROM THE FOREGOING, NEITHER ARKADIUM NOR ITS AFFILIATES, OR ANY OF THEIR DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, THIRD-PARTY CONTENT PROVIDERS, DISTRIBUTORS, LICENSEES OR LICENSORS (COLLECTIVELY, INCLUDING ARKADIUM, "COMPANY PARTIES") WARRANT THAT ARKADIUM ADVANTAGE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO ACTIONS FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR BREACH OF WARRANTY, OR OTHERWISE, SHALL COMPANY PARTIES BE LIABLE FOR ANY

INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, BUSINESS, GOODWILL OR DATA, COST OF PROCURING SUBSTITUTE GOODS, SERVICES OR INFORMATION, LITIGATION OR THE LIKE) THAT RESULT FROM THE USE OF OR INABILITY TO USE THIS PLATFORM, OR LOSS OF DOWNLOADABLE GAMES OR APPS, VIRTUAL GAMES, VIRTUAL GOODS OR GAME CURRENCY, NOR SHALL COMPANY PARTIES BE RESPONSIBLE FOR ANY DAMAGES WHATSOEVER THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE WHETHER OR NOT CAUSED BY EVENTS BEYOND ARKADIUM'S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS LINE FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO THIS PLATFORM'S RECORDS, PROGRAMS, OR SERVICES, EVEN IF YOU OR COMPANY PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO A NEGLIGENT ACT, WILL COMPANY PARTIES BE LIABLE FOR ANY DAMAGE OF ANY KIND THAT RESULTS FROM THE USE OF, OR THE INABILITY TO USE, THE ARKADIUM PLATFORMS, DOWNLOADABLE GAMES OR APPS, VIRTUAL GAMES, VIRTUAL GOODS, OR GAME CURRENCY, EVEN IF COMPANY PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, OUR LIABILITY TO YOU AND YOUR ABILITY TO RECOVER DAMAGES FROM COMPANY PARTIES SHALL BE LIMITED TO FEES YOU PAID TO PURCHASE VIRTUAL GOODS OR GAME CURRENCY, IF ANY, AND NO OTHER FORM OF OR GREATER DAMAGE SHALL BE PERMITTED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY AS SET FORTH IN THIS SECTION; AS A RESULT, AND SOLELY TO THAT EXTENT, SOME OR ALL OF THE ABOVE LIMITATION(S) OR EXCLUSION(S) MAY NOT APPLY TO YOU.

RELEASE If you have a dispute with one or more other users of Arkadium Advantage, you release Company Parties from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected, and unsuspected, disclosed, and undisclosed, arising out of or in any way connected with such disputes.

INDEMNITY You agree to indemnify, defend, and hold harmless Company Parties from and against all losses, expenses, damages, and costs (including reasonable attorneys' fees) resulting from any violation of this Agreement or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing any App or Arkadium Platform using your account.

DISPUTE RESOLUTION

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND HOW CLAIMS THAT YOU AND ARKADIUM HAVE AGAINST EACH OTHER ARE RESOLVED.

Any claim, controversy or dispute that arises between the parties, their agents, employees, officers, directors or affiliates ("Dispute") that the parties are unable to settle through consultation and negotiation shall be exclusively resolved by binding arbitration, and not in court, except that you may assert claims in small claims court for disputes within the jurisdiction of such court. You or Arkadium may also bring suit in court to seek injunctive or declaratory relief for infringement or other misuse of intellectual property rights.

In any arbitration under this Agreement, a single arbitrator shall be selected by mutual agreement of the parties in accordance with AAA procedures from a list of qualified arbitrators maintained by the AAA and will conduct the arbitration under the rules of the AAA then in effect, except as otherwise provided

in this Agreement. The AAA rules may be found at <https://www.adr.org/Rules> or by calling the AAA at 1-800-778-7879. If the parties are unable to agree to an arbitrator, then the AAA will appoint the arbitrator in accordance with the AAA Rules. The arbitration shall be conducted in New York County, New York and all expedited procedures prescribed by the AAA rules will apply. You may choose to have the arbitration conducted by telephone, on the basis of written papers and documents submitted to the arbitrator, or in person. The arbitration shall be treated as confidential.

Before commencing an arbitration, you must send a letter describing your claim and the specific relief you seek to Arkadium, Inc., P.O. Box 708, New York, NY 10159 by certified mail, Federal Express, UPS, or Express Mail (signature required). Arkadium shall have thirty (30) days to attempt in good faith to resolve your claim before you commence arbitration. If you and Arkadium are unable to reach a settlement within 30 days, either party may commence an arbitration.

IN CONNECTION WITH YOUR AGREEMENT TO ARBITRATE, YOU WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASS-WIDE BASIS, THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR OTHERWISE PRESIDE OVER ANY FORM OF ANY CLASS OR REPRESENTATIVE PROCEEDING UNLESS ALL PARTIES CONSENT IN WRITING.

This Agreement and all matters arising out of, or otherwise relating to, this Agreement shall be governed exclusively by the laws of the State of New York, excluding its conflict of law provisions. YOU UNDERSTAND THAT THERE IS NO JURY IN ARBITRATION AND THAT COURT REVIEW OF AN ARBITRATOR'S DECISION IS LIMITED. YOU AND ARKADIUM BOTH WAIVE ANY RIGHT TO A TRIAL BY JURY.

Any decision or award as a result of an arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact. The arbitrator's decision and award shall be final, conclusive and binding, and judgment may be entered upon the decision and award in accordance with applicable law in any court having jurisdiction thereof. Subject to the terms of this Agreement, the arbitrator shall have the right to award any damages permitted by law, including, if otherwise permitted by statute, your reasonable attorney's fees and costs incurred in connection with an arbitration. Arkadium waives any right to seek recovery of its own attorney's fees and costs unless the arbitrator determines that your claims were frivolous or asserted for an improper purpose. Payment of all filing and AAA fees will be governed by the AAA's rules.

You may opt out of this arbitration provision within 30 days of the start date of your Arkadium Advantage Membership. You may notify Arkadium of your intent to opt out of the arbitration provision by providing your full name, email address, and a clear statement of your intent to opt out. The written statement of your intent to opt out must be provided by (1) sending an email to support@arkadium.com or (2) sending a letter by U.S. mail certified return-receipt or any nationally recognized delivery service (Federal Express, UPS) to: Arkadium, Inc., P.O. Box 708, New York, NY 10159.

CHOICE OF LAW This Agreement has been made in and shall be construed in accordance with the laws of the State of New York, without giving effect to any conflict of law principles.

The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16).

CHOICE OF FORUM By using Arkadium Advantage, you agree that the exclusive jurisdiction for any Dispute not subject to the arbitration provision discussed above shall be the state and federal courts located in New York.

SEVERABILITY In the event that any portion of this Agreement is found to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the enforceability or validity of any other portion of this Agreement, which shall remain in full force and effect and be construed as if the invalid or unenforceable portion were not part of the Agreement.