

Effective: October 1, 2019

CReed Global Agreement

THOSE WHO LIVE IN (OR YOUR PRINCIPAL PLACE OF BUSINESS IS IN) THE UNITED STATES, PLEASE READ THE BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER SECTION. IT AFFECTS HOW DISPUTES ARE RESOLVED.

These terms (“**Terms**”) cover the use of CReed Global’s consumer products, websites, apps, and services (the “**Services**”). You accept these Terms by creating a CReed Global account, through your use of the Services, or by continuing to use the Services after being notified of a change to these Terms.

Your Privacy

1. **Your Privacy.** Your privacy is important to us. Please read the [CReed Global Privacy Policy](#) (the “**Privacy Policy**”) as it describes the types of data we collect from you and your devices (“**Data**”), how we use your Data, and the legal basis we have to process your Data. The Privacy Policy also describes how CReed Global uses your content, which is your communications with others; postings submitted by you to CReed Global via the Services; and the files, photos, documents, audio, digital works, livestreams and videos that you upload, store, broadcast or share through the Services (“**Your Content**”). Where processing is based on consent and to the extent permitted by law, by agreeing to these Terms, you consent to CReed Global’s collection, use and disclosure of Your Content and Data as described in the Privacy Policy. In some cases, we will provide separate notice and request your consent.

Your Content

2. **Your Content.** Many of our Services allow you to store or share Your Content or receive material from others. We don’t claim ownership of Your Content. Your Content remains Your Content and you are responsible for it.

- a. When you share Your Content with other people, you understand that they may be able to, on a worldwide basis, use, save, record, reproduce, broadcast, transmit, share and display, etc., Your Content without compensating you. Should you not want others to have that ability, do not use the Services to share Your Content. You represent and warrant that for the duration of these Terms, you have (and will have) all the rights necessary for Your Content that is uploaded, stored, or shared on or through the Services and that the collection, use, and retention of Your Content will not violate any law or rights of others. CReed Global cannot be held responsible for Your Content or the material others upload, store or share using the Services.

- b. To the extent necessary to provide the Services to you and others, to protect you and the Services, and to improve CReed Global products and services, you grant to CReed Global a worldwide and royalty-free intellectual property license to use Your Content, for example, to make copies of, retain, transmit, reformat, display, and distribute via communication tools Your Content on the Services. When you publish Your Content in areas of the Service it is available broadly online without restrictions. Your Content may appear in demonstrations or materials that promote the Service. Some of the Services are supported by advertising.

Code of Conduct

3. Code of Conduct.

- a. By agreeing to these Terms, you're agreeing that, when using the Services, you will follow these rules:
 - i. Don't do anything illegal.
 - ii. Don't engage in any activity that exploits, harms, or threatens to harm children.
 - iii. Don't send spam. Spam is unwanted or unsolicited bulk email, postings, contact requests, SMS (text messages), or instant messages.
 - iv. Don't publicly display or use the Services to share inappropriate content or material (involving, for example, nudity, bestiality, pornography, offensive language, graphic violence, or criminal activity).
 - v. Don't engage in activity that is fraudulent, false or misleading (e.g., asking for money under false pretenses, impersonating someone else, manipulating the Services to increase play count, or affect rankings, ratings, or comments).
 - vi. Don't circumvent any restrictions on access to or availability of the Services.
 - vii. Don't engage in activity that is harmful to you, the Services or others (e.g., transmitting viruses, stalking, posting terrorist or violent extremist content, communicating hate speech, or advocating violence against others).
 - viii. Don't infringe upon the rights of others (e.g., unauthorized sharing of copyrighted music or other copyrighted material, resale or other distribution of maps, or photographs).
 - ix. Don't engage in activity that violates the privacy of others.
 - x. Don't help others break these rules.
- b. **Enforcement.** Should you violate these Terms, we may stop providing Services to you or we may close your CReed Global account. We may also block delivery of any

communication to or from the Services in an effort to enforce these Terms or we may remove or refuse to publish Your Content for any reason. When investigating alleged violations of these Terms, CReed Global reserves the right to review Your Content in order to resolve the issue. However, we cannot monitor the entire Services and make no attempt to do so.

- **c. Application to On Demand and Streaming Services.** Violations of our On Demand and Streaming Distribution agreements may result in suspensions or bans from participation in distribution and streaming services, including forfeiture of content licenses, Membership time, and CReed Global account balances associated with the account.

Using the Services & Support

4. Using the Services & Support.

- **a. CReed Global account.** You'll need a CReed Global account to access many of the Services. Your CReed Global account lets you sign in to products, websites and services provided by CReed Global and some CReed Global partners.
 - **i. Creating an Account.** You can create a CReed Global account by signing up online. You agree not to use any false, inaccurate or misleading information when signing up for your CReed Global account. In some cases, a third party, like your Internet service provider, may have assigned a CReed Global account to you. When you received your CReed Global account from a third party, the third party may have additional rights over your account, like the ability to access or delete your CReed Global account. Please review any additional terms the third party provided you, as CReed Global has no responsibility regarding these additional terms. When you create a CReed Global account on behalf of an entity, such as your business or employer, you represent that you have the legal authority to bind that entity to these Terms. You cannot transfer your CReed Global account credentials to another user or entity. To protect your account, keep your account details and password confidential. You are responsible for all activity that occurs under your CReed Global account.
 - **ii. Account Use.** You must use your CReed Global account to keep it active. This means you must sign in on a regular basis to keep your CReed Global account, and associated Services, active, unless a longer period is provided. When you don't sign in during this time, we will assume your CReed Global account is inactive and will close it for you. Should we reasonably suspect that your CReed Global account is

at risk of being used by a third party fraudulently (for example, as a result of an account compromise), CReed Global may suspend your account until you can reclaim ownership. Based on the nature of the compromise, we may be required to disable access to some or all of Your Content. Should you have trouble accessing your CReed Global account, please visit the contact us via the website and submit an inquiry.

- iii. **Kids and Accounts.** By using the Services, you represent that you have either reached the age of “majority” where you live or have valid parent or legal guardian consent to be bound by these Terms. Should you not know whether you have reached the age of majority where you live, or do not understand this section, please ask your parent or legal guardian for help and consent before you create a CReed Global account. For the parent or legal guardian of a minor who creates a CReed Global account, you and the minor accept and agree to be bound by these Terms and are responsible for all use of the CReed Global account or Services, including purchases, whether the minor’s account is now open or created later.

- iv. **Closing Your Account.**
 - 1. You can cancel specific Services or close your CReed Global account at any time and for any reason. When you ask us to close your CReed Global account, we will put it in a suspended state just in case you change your mind. Logging back in during a suspended state will reactivate your CReed Global account.

 - 2. When your CReed Global account is closed (whether by you or us), a few things happen. First, your right to use the CReed Global account to access the Services stops immediately. Second, we’ll delete Data or Your Content associated with your CReed Global account or will otherwise disassociate it from you and your CReed Global account (unless we are required by law to keep it, return it, or transfer it to you or a third party identified by you). You should have a regular backup plan as CReed Global won’t be able to retrieve Your Content or Data once your account is closed. Third, you may lose access to products you’ve acquired. Fourth, we may temporarily prevent creation of an account associated with the email address you provided.

- **b. Work or School Accounts.** You can sign into certain CReed Global services with a work or school email address. When you do, you agree that the owner of the domain associated with your email address may be notified of the existence of your CReed Global account and its associated subscriptions, control and administer your account, and access and process your Data, including the contents of your communications and files, and that CReed Global may notify the owner of the domain should the account or Data become compromised. You further agree that your use of the CReed Global services may be subject to the agreements CReed Global has with you or your organization and these Terms may not apply. When you already have a CReed Global account and you use a separate work or school email address to access Services covered under these Terms, you may be prompted to update the email address associated with your CReed Global account in order to continue accessing such Services.
- **c. Additional Equipment/Data Plans.** To use many of the Services, you'll need an internet connection and/or data/cellular plan. Additional equipment may also be needed. You are responsible for providing all connections, plans, and equipment needed to use the Services and for paying the fees charged by the provider(s) of your connections, plans, and equipment. Those fees are in addition to any fees you pay us for the Services and we will not reimburse you for such fees. Check with your provider(s) to determine whether there are any such fees that may apply to you.
- **d. Service Notifications.** When there's something we need to tell you about a Service you use, we'll send you Service notifications. When you give us your email address or phone number in connection with your CReed Global account, then we may send Service notifications to you via email or via SMS (text message), including to verify your identity before registering your mobile phone number and verifying your purchases. We may also send you Service notifications by other means (for example by in-product messages). **Data or messaging rates may apply when receiving notifications via SMS.**
- **e. Support.** Customer support for some Services is available via our websites at Contact Us unless otherwise specified. Support may not be available for preview or beta versions of features or Services.
- **f. Ending your Services.** When your Services are Cancelled (whether by you or us), first your right to access the Services stops immediately and your license to the software related to the Services ends. Second, we'll delete Data or Your Content associated with your Service or will otherwise disassociate it from you and your CReed Global account (unless

we are required by law to keep it, return it, or transfer it to you or a third party identified by you). As a result, you may no longer be able to access any of the Services (or Your Content that you've stored on those Services). You should have a regular backup plan. Third, you may lose access to products you've acquired. When you have Cancelled your CReed Global account and have no other account able to access the Services your Services may be cancelled immediately.

Using Third-Party Apps and Services

5. Using Third-Party Apps and Services. The Services may allow you to access or acquire products, services, websites, links, content, material, games, skills, integrations, bots or applications from independent third parties (companies or people who aren't CReed Global) ("**Third-Party Apps and Services**"). Some of our Services also help you find, make requests to, or interact with Third-Party Apps and Services or allow you to share Your Content or Data, and you understand that by using our Services you are directing them to make Third-Party Apps and Services available to you. The Third-Party Apps and Services may allow you to store Your Content or Data with the publisher, provider or operator of the Third-Party Apps and Services. The Third-Party Apps and Services may present you with a privacy policy or require you to accept their terms before you can install or use the Third-Party App or Service. You should review the third-party terms and privacy policies before acquiring, using, requesting, or linking your CReed Global Account to any Third-Party Apps and Services. Any third-party terms do not modify any of these Terms. You are responsible for your dealings with third parties. CReed Global does not license any intellectual property to you as part of any Third-Party Apps and Services and is not responsible or liable to you or others for information or services provided by any Third-Party Apps and Services.

Service Availability

6. Service Availability.

- a. The Services, Third-Party Apps and Services, or material or products offered through the Services may be unavailable from time to time, may be offered for a limited time, or may vary depending on your region or device. When you change the location associated with your CReed Global account, you may need to re-acquire the material or applications that were available to you and paid for in your previous region.
- b. We strive to keep the Services up and running; however, all online services incur occasional disruptions and outages, and CReed Global is not liable for any disruption or loss you may experience as a result. In the event of an outage, you may not be able to

retrieve Your Content or Data that you've stored. We recommend that you regularly backup Your Content and Data that you store on the Services or store using Third-Party Apps and Services.

Updates to the Services or Software, and Changes to These Terms

7. Updates to the Services or Software, and Changes to These Terms.

- a. We may change these Terms at any time, and we'll tell you when we do. Using the Services after the changes become effective means you agree to the new terms. When you don't agree to the new terms, you must stop using the Services, close your CReed Global account and, when you are a parent or guardian, help your minor child close his or her CReed Global account.
- b. Sometimes you'll need software updates to keep using the Services. We may automatically check your version of the software and download software updates or configuration changes. You may also be required to update the software to continue using the Services. Such updates are subject to these Terms unless other terms accompany the updates, in which case, those other terms apply. CReed Global isn't obligated to make any updates available and we don't guarantee that we will support the version of the system or device for which you purchased or licensed the software, apps, content or other products.
- c. Additionally, there may be times when we need to remove or change features or functionality of the Service or stop providing a Service or access to Third-Party Apps and Services altogether. Except to the extent required by applicable law, we have no obligation to provide a re-download or replacement of any material, Digital Goods, or applications previously purchased. We may release the Services or their features in a preview or beta version, which may not work correctly or in the same way the final version may work.
- d. So that you can use material protected with digital rights management (DRM), like some music, games, movies, books and more, DRM software may automatically contact an online rights server and download and install DRM updates.

Licenses

8. **Licenses.** Unless accompanied by a separate CReed Global license agreement (for example, when you are using a CReed Global application that is included with and a part of Services, then the CReed Global License Terms/Agreement provided by us to you as part of the Services is subject to these Terms. Applications acquired through certain Shops owned or operated by CReed Global or its affiliates are subject to these terms.

- a. When you comply with these Terms, we grant you the right to install and use one copy of the software per device on a worldwide basis for use by only one person at a time as part of your use of the Services. For certain devices, such software may be pre-installed for your personal, non-commercial use of the Services. The software or website that is part of the Services may include third-party code. Any third-party scripts or code, linked to or referenced from the software or website, are licensed to you by the third parties that own such code, not by CReed Global. Notices, as applicable, for the third-party code are included for your information only.
- b. The software is licensed, not sold, and CReed Global reserves all rights to the software not expressly granted by CReed Global, whether by implication, estoppel, or otherwise. This license does not give you any right to, and you may not:
 - i. circumvent or bypass any technological protection measures in or relating to the software or Services;
 - ii. disassemble, decompile, decrypt, hack, emulate, exploit, or reverse engineer any software or other aspect of the Services that is included in or accessible through the Services, except and only to the extent that the applicable copyright law expressly permits doing so;
 - iii. separate components of the software or Services for use on different devices;
 - iv. publish, copy, rent, lease, sell, export, import, distribute, or lend the software or the Services, unless CReed Global expressly authorizes you to do so;
 - v. transfer the software, any software licenses, or any rights to access or use the Services;
 - vi. use the Services in any unauthorized way that could interfere with anyone else's use of them or gain access to any service, data, account, or network;
 - vii. enable access to the Services or modify any CReed Global-authorized device by unauthorized third-party applications.

Payment Terms

9. **Payment Terms.** When you purchase a Service, then these payment terms apply to your purchase and you agree to them.

- a. **Charges.** When there is a charge associated with a portion of the Services, you agree to pay that charge. The price stated for the Services excludes all applicable taxes and currency exchange settlements, unless stated otherwise. You are solely responsible for paying such taxes or other charges. Taxes are calculated based on your location at the time your CReed Global account was registered. We may suspend or cancel the Services should we not

receive an on time, full payment from you. Suspension or cancellation of the Services for non-payment could result in a loss of access to and use of your account and its content. Connecting to the Internet via a corporate or other private network that masks your location may cause charges to be different from those displayed for your actual location.

- **b. Your Billing Account.** To pay the charges for a Service, you will be asked to provide a payment method at the time you sign up for that Service. You can access and change your billing information and payment method on the CReed Global website. Additionally, you agree to permit CReed Global to use any updated account information regarding your selected payment method provided by your issuing bank or the applicable payment network. You agree to promptly update your account and other information, including your email address and payment method details, so we can complete your transactions and contact you as needed in connection with your transactions. Changes made to your billing account will not affect charges we submit to your billing account before we could reasonably act on your changes to your billing account.
- **c. Billing.** By providing CReed Global with a payment method, you (i) represent that you are authorized to use the payment method you provided and that any payment information you provide is true and accurate; (ii) authorize CReed Global to charge you for the Services or available content using your payment method; and (iii) authorize CReed Global to charge you for any paid feature of the Services you choose to sign up for or use while these Terms are in force. We may bill you (a) in advance; (b) at the time of purchase; (c) shortly after purchase; or (d) on a recurring basis for subscription Services. Also, we may charge you up to the amount you have approved, and we will notify you in advance of any change in the amount to be charged for recurring subscription Services. We may bill you at the same time for more than one of your prior billing periods for amounts that haven't previously been processed.
- **d. Recurring Payments.** When you purchase the Services on a subscription basis (e.g., monthly, every 3 months or annually), you agree that you are authorizing recurring payments, and payments will be made to CReed Global by the method and at the recurring intervals you have agreed to, until the subscription for that Service is terminated by you or by CReed Global. You must cancel your Services before the next billing date to stop being charged to continue your Services. We will provide you with instructions on how you may cancel the Services. By authorizing recurring payments, you are authorizing CReed Global to store your payment instrument and process such payments as either electronic debits or fund transfers, or as electronic drafts from your designated account (for Automated

Clearing House or similar payments), or as charges to your designated account (for credit card or similar payments) (collectively, "**Electronic Payments**"). Subscription fees are generally charged in advance of the applicable subscription period. When any payment returned unpaid or any credit card or similar transaction is rejected or denied, CReed Global or its service providers reserve the right to collect any applicable return item, rejection or insufficient funds fee and process any such payment as an Electronic Payment.

- e. **Online Statement and Errors.** CReed Global will provide you with an online billing statement, where you can view and print your statement. Should we make an error on your bill, you must tell us within 90 days after the error first appears on your bill. We will then promptly investigate the charge. When you do not tell us within that time, you release us from all liability and claims of loss resulting from the error and we won't be required to correct the error or provide a refund. When CReed Global has identified a billing error, we will correct that error within 90 days.
- f. **Refund Policy.** Unless otherwise provided by law or by a particular Service offer, all purchases are final and non-refundable. Should you believe that CReed Global has charged you in error, you must contact us within 90 days of such charge. No refunds will be given for any charges more than 90 days old. We reserve the right to issue refunds or credits at our sole discretion. Should we issue a refund or credit, we are under no obligation to issue the same or similar refund in the future. This refund policy does not affect any statutory rights that may apply.
- g. **Canceling the Services.** You may cancel a Service at any time, with or without cause. Cancelling paid Services stops future charges to continue the Service. To cancel a Service and request a refund, when you are entitled to one, visit the CReed Global website and contact us. You should refer back to the offer describing the Services as (i) you may not receive a refund at the time of cancellation; (ii) you may be obligated to pay cancellation charges; (iii) you may be obligated to pay all charges made to your billing account for the Services before the date of cancellation; and (iv) you may lose access to and use of your account when you cancel the Services. We will process your Data as described above in section 4. Should you cancel, your access to the Services ends at the end of your current Service period or, for periodic billing, at the end of the period in which you cancelled.
- h. **Trial-Period Offers.** When you are taking part in any trial-period offer, you may be required to cancel the trial Service(s) within the timeframe communicated to you when you

accepted the offer in order to avoid being charged to continue the Service(s) at the end of the trial period.

- i. **Promotional Offers.** From time to time, CReed Global may offer Services for a trial period during which CReed Global will not charge you for the Services. CReed Global reserves the right to charge you for such Services (at the normal rate) should CReed Global determine (in its reasonable discretion) that you are breaching the terms and conditions of the offer.
- j. **Price Changes.** We may change the price of the Services at any time and for recurring purchases, we will notify you by email, or other reasonable manner, at least 15 days before the price change. Should you not agree to the price change, you must cancel and stop using the Services before the price change takes effect. For fixed term and fixed pricing for your Service offer, that price will remain in force for the fixed term.
- k. **Payments to You.** Should we owe you a payment, then you agree to timely and accurately provide us with any information we need to get that payment to you. You are responsible for any taxes and charges you may incur as a result of this payment to you. You must also comply with any other conditions we place on your right to any payment. Should you receive a payment in error, we may reverse or require return of the payment. You agree to cooperate with us in our efforts to do this. We may reduce the payment to you without notice to adjust for any previous overpayment.
- l. **Bank Account Payment Method.** You may register an eligible bank account with your CReed Global account to use it as a payment method. Eligible bank accounts include accounts held at a financial institution capable of receiving direct debit. Terms you agreed to when adding your bank account as a payment method in your CReed Global account also apply. You represent and warrant that your registered bank account is held in your name or you are authorized to register and use this bank account as a payment method. By registering or selecting your bank account as your payment method, you authorize CReed Global (or its agent) to initiate one or more debits for the total amount of your purchase or subscription charge (in accordance with the terms of your subscription service) from your bank account (and, as necessary, initiate one or more credits to your bank account to correct errors, issue a refund or similar purpose), and you authorize the financial institution that holds your bank account to deduct such debits or accept such credits. You understand that this authorization will remain in full force and effect until you remove your bank account information from your CReed Global account. Contact customer support as outlined above

in section 4(e) as soon as possible when you believe you have been charged in error. Laws applicable in your country may also limit your liability for any fraudulent, erroneous or unauthorized transactions from your bank account. By registering or selecting a bank account as your payment method, you acknowledge that you have read, understand and agree to these Terms.

Contracting Entity, Choice of Law, Jurisdiction

10. Choice of Law and Place to Resolve Disputes. For those who you live in (or, a business, your principal place of business is in) the United States, the laws of the state where you live (or, a business, where your principal place of business is located) govern all claims, regardless of conflict of laws principles, except that the Federal Arbitration Act governs all provisions relating to arbitration. You and we irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in Harris County, Houston, TX for all disputes arising out of or relating to these Terms or the Services that are heard in court (excluding arbitration and small claims court).

Warranties

11. Warranties. CREED GLOBAL, AND OUR AFFILIATES, RESELLERS, DISTRIBUTORS, AND VENDORS, MAKE NO WARRANTIES, EXPRESS OR IMPLIED, GUARANTEES OR CONDITIONS WITH RESPECT TO YOUR USE OF THE SERVICES. YOU UNDERSTAND THAT USE OF THE SERVICES IS AT YOUR OWN RISK AND THAT WE PROVIDE THE SERVICES ON AN "AS IS" BASIS "WITH ALL FAULTS" AND "AS AVAILABLE." YOU BEAR THE ENTIRE RISK OF USING THE SERVICES. CREED GLOBAL DOESN'T GUARANTEE THE ACCURACY OR TIMELINESS OF THE SERVICES. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAW, WE EXCLUDE ANY IMPLIED WARRANTIES, INCLUDING FOR MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT. YOU MAY HAVE CERTAIN RIGHTS UNDER YOUR LOCAL LAW. NOTHING IN THESE TERMS IS INTENDED TO AFFECT THOSE RIGHTS, AS THEY ARE APPLICABLE. YOU ACKNOWLEDGE THAT COMPUTER AND TELECOMMUNICATIONS SYSTEMS ARE NOT FAULT-FREE AND OCCASIONAL PERIODS OF DOWNTIME OCCUR. WE DO NOT GUARANTEE THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR THAT CONTENT LOSS WON'T OCCUR, NOR DO WE GUARANTEE ANY CONNECTION TO OR TRANSMISSION FROM THE COMPUTER NETWORKS.

Limitation of Liability

12. Limitation of Liability. Should you have any basis for recovering damages (including breach of these Terms), you agree that your exclusive remedy is to recover, from CReed Global or any affiliates, resellers, distributors, Third-Party Apps and Services providers, and vendors, direct damages up to an amount equal to your Services fee for the month during which the loss or breach occurred (or up to \$10.00 applicable to when the Services are free). You can't recover any other damages or losses, including direct, consequential, lost profits, special, indirect, incidental, or punitive. These limitations and exclusions apply even when this remedy doesn't fully compensate you for any losses or fails of its essential purpose or when we know or should have known about the possibility of the damages. To the maximum extent permitted by law, these limitations and exclusions apply to anything or any claims related to these Terms, the Services, or the software related to the Services.

Service-Specific Terms

13. Service-Specific Terms. The terms before and after section this section apply generally to all Services. This section contains service-specific terms that are in addition to the general terms. These service-specific terms govern when there are any conflicts with the general terms.

Shop

- a. **Shop.** "Shop" refers to a Service that allows you to browse, download, purchase, and rate and review applications (the term "application" includes games) and other digital content. These Terms cover use of certain Shops owned or operated by CReed Global or its affiliates.
 - i. **License Terms.** We will identify the publisher of each application available in the relevant Shop. Unless different license terms are provided with the application, the Standard Application License Terms ("**SALT**") at the end of these Terms are an agreement between you and the application publisher setting forth the license terms that apply to an application you download through any Shop owned or operated by CReed Global or its affiliates. For clarity, these Terms cover the use of, and services provided by, CReed Global
 - ii. **Updates.** CReed Global will automatically check for and download updates to your applications, even when you're not signed into the relevant Shop. You can change your Shop or system settings when you prefer not to receive automatic updates to Shop applications. However, certain applications that are entirely or

partly hosted online may be updated at any time by the application developer and may not require your permission to update.

- iii. **Ratings and Reviews.** Once you rate or review an application or other Digital Good in the Shop, you may receive email from CReed Global containing content from the publisher of the application or Digital Good. Any such email comes from CReed Global; we do not share your email address with publishers of applications or other Digital Goods you acquire through the Shop.
- iv. **Safety Warning.** To avoid possible injury, discomfort or eye strain, you should take periodic breaks from use of games or other applications, especially should you feel any pain or fatigue resulting from usage. Should you experience discomfort, take a break. Parents should monitor their children's use of applications for signs of symptoms.

Group Messaging

- b. **Group Messaging.** Various CReed Global services allow you to send messages to others via voice or SMS ("messages"), and/or allow CReed Global and CReed Global-controlled affiliates to send such messages to you and one or more other users on your behalf. WHEN YOU INSTRUCT CREED GLOBAL AND CREED GLOBAL-CONTROLLED AFFILIATES TO SEND SUCH MESSAGES TO YOU OR TO OTHERS, YOU REPRESENT AND WARRANT TO US THAT YOU AND EACH PERSON YOU HAVE INSTRUCTED US TO MESSAGE CONSENT TO RECEIVE SUCH MESSAGES AND ANY OTHER RELATED ADMINISTRATIVE TEXT MESSAGES FROM CREED GLOBAL AND CREED GLOBAL-CONTROLLED AFFILIATES. "Administrative text messages" are periodic transactional messages from a particular CReed Global service, including and not limited to a "welcome message" or instructions on how to stop receiving messages. You or group members no longer wishing to receive such messages can opt-out of receiving further messages from CReed Global or CReed Global-controlled affiliates at any time by following the instructions provided. When you no longer wish to receive such messages or participate in the group, you agree that you will opt out through the instructions provided by the applicable program or service. Should you have reason to believe that a group member no longer wishes to receive such messages or participate in the group, you agree to remove them from the group. You also represent and warrant to us that you and each person you have instructed us to message understands that each group member is responsible for the costs of any message charges assessed by his or

her mobile carrier, or service provider including any international message charges that may apply when messages are transmitted from US-based numbers.

Digital Goods

- c. **Digital Goods.** Through CReed Global On Demand, CReed Global Muzic, websites, apps, Store and any other related and future services, CReed Global may enable you to obtain, listen to, view, play or read (as the case may be) music, images, video, text, books, games or other material ("**Digital Goods**") that you may get in digital form. The Digital Goods are only for your personal, noncommercial entertainment use. You agree not to redistribute, broadcast, publicly perform or publicly display or transfer any copies of the Digital Goods. Digital Goods may be owned by CReed Global or by third parties. In all circumstances, you understand and acknowledge that your rights with respect to Digital Goods are limited by these Terms, copyright law, and the Usage Rules. You agree that you will not attempt to modify any Digital Goods obtained through any of the Services for any reason whatsoever, including for the purpose of disguising or changing ownership or source of the Digital Goods. CReed Global or the owners of the Digital Goods may, from time to time, remove Digital Goods from the Services without notice.

Binding Arbitration and Class Action Waiver

14. Binding Arbitration and Class Action Waiver For those who You Live In (or, have a Business, Your Principal Place of Business Is In) the United States. We hope we never have a dispute, yet should one arise, you and we agree to try for 60 days to resolve it informally. Should we not reach an agreement, you and we agree to **binding individual arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA"), and not to sue in court in front of a judge or jury.** Instead, a neutral arbitrator will decide and the arbitrator's decision will be final except for a limited right of review under the FAA. **Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity aren't allowed. Nor is combining individual proceedings without the consent of all parties.** "We," "our," and "us" includes CReed Global and CReed Global's affiliates.

- a. **Disputes Covered—Everything Except IP.** The term "dispute" is broad. It includes any claim or controversy between you and us concerning the Services, the software related to the Services, the Services' or software's price, your CReed Global account, advertising, marketing, communications, your purchase transaction, billing, content or these Terms,

under any legal theory including contract, warranty, tort, statute, or regulation, **except disputes relating to the enforcement or validity of your, your licensors', our, or our licensors' intellectual property rights.**

- **b. Mail a Notice of Dispute First.** Should you have a dispute and our customer service representatives can't resolve it, send a Notice of Dispute by U.S. Mail to **CREED Global, ATTN: Arbitration, 6363 Richmond Avenue, Suite 350, Houston, TX, 77057, U.S.A.** Provide your name, address, how to contact you, what the problem is, and the solution you desire. We'll do the same should we have a dispute with you. After 60 days, you or we may start an arbitration should the dispute go unresolved.
- **c. Arbitration Procedure.** The AAA will conduct any arbitration under its Commercial Arbitration Rules (for individuals using the Services for personal or household use, or for disputes valued at \$75,000 or less whether or not you are an individual or how you use the Services, its Consumer Arbitration Rules). For more information, see www.adr.org or call 1-800-778-7879. To start an arbitration, start with the AAA and mail a copy to us. In a dispute involving \$25,000 or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. Any in-person hearing will take place in your county of residence (or, for a business, your principal place of business) or our principal place of business—Harris County, Texas should your dispute be with CREED Global. You choose. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually to satisfy your individual claim. Under AAA Rules, the arbitrator rules on his or her own jurisdiction, including the arbitrability of any claim. A court has exclusive authority to enforce the prohibition on arbitration on a class-wide basis or in a representative capacity.
- **d. Arbitration Fees and Payments.**
 - **i. Disputes.** The AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.
- **e. Conflict with AAA Rules.** These Terms govern to the extent they conflict with the AAA's Commercial Arbitration Rules or Consumer Arbitration Rules.
- **f. Must File Within One Year.** You and we must file in small claims court or arbitration any claim or dispute (except intellectual property disputes) within one year from when it first could be filed. Otherwise, it's permanently barred.

- **g. Rejecting Future Arbitration Changes.** You may reject any change we make (except address changes) by sending us notice within 30 days of the change by U.S. Mail to the current CReed Global address listed on the website. When you do, the most recent version of arbitration before the change you rejected will apply.
- **h. Severability.** Should any part of Binding Arbitration and Class Action Waiver be found to be illegal or unenforceable, the remainder will remain in effect (with an arbitration award issued before any court proceeding begins), except for a finding of partial illegality or unenforceability would allow class-wide or representative arbitration, will be unenforceable in its entirety.

Miscellaneous

15. **Miscellaneous.** This section, and previous sections for amounts incurred before the end of these Terms), and those that by their terms apply after the Terms end will survive any termination or cancellation of these Terms. We may assign these Terms, in whole or in part, at any time without notice to you. You may not assign your rights or obligations under these Terms or transfer any rights to use the Services. This is the entire agreement between you and CReed Global for your use of the Services. It supersedes any prior agreements between you and CReed Global regarding your use of the Services. All parts of these Terms apply to the maximum extent permitted by relevant law. Should a court or arbitrator hold that we can't enforce a part of these Terms as written, we may replace those terms with similar terms to the extent enforceable under the relevant law, yet the rest of these Terms won't change. Terms are solely for your and our benefit; they aren't for the benefit of any other person, except for CReed Global's successors and assigns.

16. **Export Laws.** You must comply with all domestic and international export laws and regulations that apply to the software and/or Services, which include restrictions on destinations, end users, and end use.

17. **Reservation of Rights and Feedback.** Except as expressly provided under these Terms, CReed Global does not grant you a license or any other rights of any type under any patents, know-how, copyrights, trade secrets, trademarks or other intellectual property owned or controlled by CReed Global or any related entity, including and not limited to any name, trade dress, logo or equivalents. Should you give to CReed Global any idea, proposal, suggestion or feedback, including without limitation ideas for new products, technologies, promotions, product names, product feedback and product improvements ("**Feedback**"), you give to CReed Global,

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NOTICES

Notices and procedure for making claims of intellectual property infringement. CReed Global respects the intellectual property rights of third parties. Should you wish to send a notice of intellectual property infringement, including claims of copyright infringement, please contact us. **ONLY INQUIRIES RELEVANT TO THIS PROCEDURE WILL RECEIVE A RESPONSE.**

CReed Global uses the processes set out in Title 17, United States Code, Section 512 to respond to notices of copyright infringement. In appropriate circumstances, CReed Global may also disable or terminate accounts of users of CReed Global services who may be repeat infringers.

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STANDARD APPLICATION LICENSE TERMS FOR APPLICATIONS OFFERED IN THE UNITED STATES CREED GLOBAL SHOP

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When you comply with these license terms, you have the rights below.

- **1. INSTALLATION AND USE RIGHTS; EXPIRATION.** You may install and use the application on devices or consoles. CReed Global reserves the right to modify CReed Global's policies at any time.
- **2. INTERNET-BASED SERVICES.**
 - a. **Consent for Internet-based or wireless services.** When the application connects to computer systems over the Internet, which may include via a wireless network, using the application operates as your consent to the transmission of standard device information (including and not limited to technical information about your device, system, and application software, and peripherals) for Internet-based or wireless services. When other terms are presented in connection with your use of services accessed using the application, those terms also apply.
 - b. **Misuse of Internet-based services.** You may not use any Internet-based service in any way that could harm it or impair anyone else's use of it or the wireless network. You may not use the service to try to gain unauthorized access to any service, data, account, or network by any means.
- **3. SCOPE OF LICENSE.** The application is licensed, not sold. This agreement only gives you some rights to use the application. Should CReed Global disable the ability to use the applications on your devices pursuant to your agreement with CReed Global, any associated license rights will terminate. The application publisher reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the application only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the application that only allow you to use it in certain ways. You may not:
 - a. Work around any technical limitations in the application.

- b. Reverse engineer, decompile, or disassemble the application, except and only to the extent that applicable law expressly permits, despite this limitation.
 - c. Make more copies of the application than specified in this agreement or allowed by applicable law, despite this limitation.
 - d. Publish or otherwise make the application available for others to copy.
 - e. Rent, lease, or lend the application.
 - f. Transfer the application or this agreement to any third party.
- 4. **DOCUMENTATION.** When documentation is provided with the application, you may copy and use the documentation for personal reference purposes.
- 5. **TECHNOLOGY AND EXPORT RESTRICTIONS.** The application may be subject to United States or international technology control or export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the technology used or supported by the application. These laws include restrictions on destinations, end users, and end use.
- 6. **SUPPORT SERVICES.** Contact the application publisher to determine what support services are available. CReed Global, your hardware manufacturer and your wireless carrier (unless one of them is the application publisher) aren't responsible for providing support services for the application.
- 7. **ENTIRE AGREEMENT.** This agreement, any applicable privacy policy, any additional terms that accompany the application, and the terms for supplements and updates are the entire license agreement between you and application publisher for the application.
- 8. **APPLICABLE LAW.**
 - a. **United States and Canada.** Should you acquire the application in the United States or Canada, the laws of the state or province where you live (or, a business, where your principal place of business is located) govern the interpretation of these terms, claims for breach of them, and all other claims (including consumer protection, unfair competition, and tort claims), regardless of conflict of law principles.
 - b. **Outside the United States and Canada.** When you acquire the application in any other country, the laws of that country apply.

- **9. LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your state or country. This agreement doesn't change your rights under the laws of your state or country when the laws of your state or country don't permit it to do so.
- **10. DISCLAIMER OF WARRANTY.** The application is licensed "as is," "with all faults," and "as available." You bear the entire risk as to its quality, safety, comfort, and performance. Should it prove defective, you assume the entire cost of all necessary servicing or repair. The application publisher, on behalf of itself, CReed Global, wireless carriers over whose network the application is provided, and each of our respective affiliates, vendors, agents, and suppliers ("Covered Parties"), gives no express warranties, guarantees, or conditions in relation to the application. You may have additional consumer rights under your local laws that this agreement can't change. To the extent permitted under your local laws, Covered Parties exclude any implied warranties or conditions, including those of merchantability, fitness for a particular purpose, safety, comfort, and non-infringement. When your local laws impose a warranty, guarantee or condition even though these terms do not, its duration is limited to 90 days from when you download the application.
- **11. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES.** To the extent not prohibited by law, should you have any basis for recovering damages, you can recover from the application publisher only direct damages up to the amount you paid for the application or \$1.00, whichever is greater. You will not, and waive any right to, seek to recover any other damages, including lost profits and consequential, special, direct, indirect, or incidental damages, from the application publisher.

This limitation applies to:

- Anything related to the application or services made available through the application; and
- Claims for breach of contract, warranty, guarantee or condition; strict liability, negligence, or other tort; violation of a statute or regulation; unjust enrichment; or under any other theory; all to the extent permitted by applicable law.

It also applies even when:

- This remedy doesn't fully compensate you for any losses; or

- **The application publisher knew or should have known about the possibility of the damages.**

Covered Services

The following products, apps and services are covered by the CReed Global Terms of Use and Privacy Agreements.

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CReed Global Media.network

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