

TERMS OF USE

(1) YOU MUST AGREE TO THESE TERMS OF USE BEFORE USING THE PSYONIX SERVICES, INCLUDING PSYONIX'S GAMES

These Terms of Use consist of the terms, conditions, disclaimers, notices and policies (collectively the "Terms") that apply to your access and use of the websites of Psyonix LLC, a Delaware limited liability company ("Psyonix", "we", "our" and "us"), and any and all games, products, services and applications provided by Psyonix on any platform (collectively, the "Services"). These Terms constitute a binding contract between you and Psyonix that provides for important rights and obligations; for clarity, these Terms are an agreement between you and Psyonix only, and not between you and any of Psyonix's licensors, including without limitation Microsoft, Sony or any of their affiliates. These Terms include the provisions in this document, as well as those in [Psyonix's Privacy Policy](https://psyonix.com/privacy/) (<https://psyonix.com/privacy/>). By accessing, browsing, and/or using the Services, you represent to Psyonix that you have read, understood and agree to be bound by these Terms and all applicable local, state, national and international laws and conventions, including without limitation all intellectual property laws. Psyonix reserves the right, at its sole and absolute discretion, to deny any user access to any Services, without notice. If you violate any of the Terms, Psyonix may, at its option, give you a warning notice of violation or terminate your account immediately for violation of the Terms. **IF YOU DO NOT AGREE TO ALL OF THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICES.**

NOTE: THESE TERMS CONTAIN A BINDING ARBITRATION AND CLASS ACTION WAIVER PROVISION IN SECTION 17 THAT MAY AFFECT YOUR RIGHTS UNDER THESE TERMS WITH RESPECT TO ANY "DISPUTE" (AS DEFINED BELOW) BETWEEN YOU AND PSYONIX. YOU HAVE A RIGHT TO OPT OUT OF THE BINDING ARBITRATION AND CLASS ACTION WAIVER PROVISIONS AS DESCRIBED IN SECTION 17.

(2) ELIGIBILITY TO ACCEPT TERMS AND USE SERVICES; RESTRICTIONS

By your use of the Services, you agree that you are either 18 years of age or older or possess legal parental or guardian consent to use the Services, and that you are fully able and competent to understand and accept these Terms as a binding contract and to abide by all Terms. If you are under 18, your parent or guardian agrees to these Terms on your behalf and is responsible and liable for your compliance with the Terms. You will only use the Services for your own internal, personal, non-commercial use, and not on behalf of or for the benefit of any third party and only in a manner that complies with all laws that apply to you.

(3) PSYONIX'S RIGHT TO MODIFY TERMS

We are constantly trying to improve our Services, so these Terms may need to change along with the Services. Psyonix may modify these Terms at any time, with or without notice to you, by posting the modified Terms on our websites. Your continued use of the Services after such modification shall be deemed to be your acceptance of any such modification. Any such modification will only apply to matters and events that occur following the date of modification. You may not modify these Terms without the prior written authorization of an officer of Psyonix. It is your responsibility to check these Terms regularly to determine whether they have been modified. **IF YOU DO NOT AGREE TO ANY MODIFICATION OF THESE SERVICES YOU MUST IMMEDIATELY CEASE USE OF THE SERVICES.**

(4) POLICY ON PRIVACY

These Terms include the [Privacy Policy](#) relating to the collection, use and disclosure of your information. Please read the [Privacy Policy](#) carefully. Note that, as described in the [Privacy Policy](#), we do not knowingly collect personally identifiable information from children under 13 (or older, if applicable law provides for different protections).

(5) PSYONIX'S OWNERSHIP OF THE SERVICES AND PROPRIETARY MATERIALS

The Services contain copyrighted material, technology, trademarks, service marks, trade secrets and other proprietary information, which may include computer code, text, data, video, images, illustrations, animations, sounds, musical compositions and recordings, audiovisual effects, color schemes, business methods and methods of operation, concepts, ideas, know-how, moral rights, and any related documentation (collectively the "**Proprietary Material**"). All intellectual property rights to the Proprietary Material, including without limitation patent, copyright, trademark and trade secret rights, are owned or licensed by Psyonix. You: (a) agree not to copy, download, reproduce, republish, upload, post, transmit, perform, display, distribute or sell, or in any other way exploit the Proprietary Material, or to participate with or to encourage others to engage in such acts, without the prior written consent of Psyonix; and (b) may not reverse engineer, disassemble, decompile, or translate any computer software programs that comprise Proprietary Material, or otherwise attempt to derive the source code of such programs, except that the foregoing restrictions on copying or reverse engineering does not apply to the extent prohibited by applicable law. No Proprietary Material, or any portion thereof, may be modified or used for any purpose other than as expressly authorized in these Terms. The Proprietary Material may include materials licensed by Psyonix from third parties, and the licensors of those materials may enforce their rights in the event of any violation of this Agreement. **ALL RIGHTS NOT EXPRESSLY GRANTED TO YOU IN THIS AGREEMENT ARE RESERVED BY PSYONIX AND ITS LICENSORS OR SUPPLIERS.**

(6) OWNERSHIP OF IDEAS, INVENTIONS AND USER SUBMISSIONS, INCLUDING USER-GENERATED CONTENT

The Services provide you with access to a variety of resources, materials and downloads, and may allow you to access content made available by other users of the Services. Such content may include, without limitation, game levels, content creation tools, audio, video, film, music, text, communications, software, graphics, images, and information. All such content made available by you or by other users of the Services is referred to in this Agreement as “**User-Generated Content.**” As between Psyonix and you, you own the copyright in any User-Generated Content that is exclusively created by you. You expressly acknowledge and agree that any User-Generated Content that you make available through the Services may be made freely available by Psyonix to others, including without limitation for download by others.

You further acknowledge and agree that this permission is made and granted by you in consideration of your use of the Services, and that this permission constitutes (and you hereby grant) a world-wide, non-exclusive, perpetual, royalty-free, irrevocable and transferable license to Psyonix to use, copy, perform, display and distribute such User-Generated Content, and to grant and authorize sublicenses of such User-Generated Content to others.

From time to time you may disclose, submit, or offer to Psyonix comments, feedback, suggestions, gameplay features, level designs, and other submissions (“**User Ideas**”). You hereby grant a world-wide, non-exclusive, perpetual, royalty-free, irrevocable and transferable license to Psyonix to use, copy, perform, display and distribute such User Ideas, and to grant and authorize sublicenses of such User Ideas to others. Unless otherwise prohibited by law, Psyonix may use, sell, exploit, or create derivative works from these User Ideas and, further, Psyonix may disclose these User Ideas to third parties or the general public, without compensation to you.

YOU ACKNOWLEDGE THAT USER IDEAS AND USER-GENERATED CONTENT ARE PROVIDED BY YOU ON A COMPLETELY VOLUNTARY BASIS. SHOULD YOU NOT WISH TO HAVE YOUR USER IDEAS AND USER-GENERATED CONTENT SUBJECT TO THE LICENSES SET FORTH ABOVE, YOU MAY CHOOSE NOT TO SHARE THEM WITH PSYONIX ON THE SERVICES.

(7) END USER LICENSE

ALL PSYONIX SOFTWARE IS LICENSED, NOT SOLD. Such software includes the Psyonix game software that Psyonix provides to you for download and installation (“**Games**”).

Subject to your compliance with these Terms, Psyonix hereby grants you a non-exclusive, non-transferable, limited and revocable right and license to install and use one (1) copy of each Game solely and exclusively for your personal and non-commercial use for gameplay on a single game system (e.g., computer, mobile device, or gaming

console) that you own or control or, if you obtained the Game through the PlayStation Network (“PSN”), then on a system to which the Game is delivered by the PSN. For clarity, the foregoing does not prohibit you from installing and using an additional copy of each Game on a different game system. These Terms shall also apply to any patches or updates you may obtain for the Games. DUPLICATION, COPYING OR ANY FORM OF REPRODUCTION OF THE GAMES OR RELATED INFORMATION, MATERIALS OR OTHER CONTENT TO ANY OTHER SERVER OR LOCATION FOR THE PURPOSES OF DUPLICATION, COPYING OR ANY OTHER FORM OF REPRODUCTION IS, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, EXPRESSLY AND EXPLICITLY PROHIBITED. Your use of any of the Games is governed by [Psyonix’s End User License Agreement \(https://psyonix.com/eula/\)](https://psyonix.com/eula/).

(8) PROHIBITED USER CONDUCT

You are solely responsible and liable for any User-Generated Content that you upload, post, input, publish or otherwise distribute using the Services. As a condition of your use of the Services, you agree not to use the Services for any unlawful or prohibited purpose.

You further represent, warrant, and agree that you will not, under any circumstances, contribute any User-Generated Content or otherwise use the Services or interact with the Services in a manner that:

- (a) constitutes or includes any illegal or unauthorized copy, in whole or in part, of another person’s copyrighted or copyrightable work, discloses trade secrets without authorization, or otherwise violates the proprietary rights of a third party or Psyonix;
- (b) misrepresents the source or identity of any material;
- (c) is unlawful, vulgar, obscene, defamatory, libelous, threatening, abusive, harassing, harmful, “toxic,” or promotes racism, bigotry, hatred or physical harm of any kind against any individual or group, or encourages any other conduct that would be considered a criminal offense, create civil liability, or is otherwise offensive or inappropriate or objectionable;
- (d) violates the rights of privacy or publicity of any person;
- (e) is false or deceptive;
- (f) displays pornographic or sexually explicit material of any kind;
- (g) includes material that exploits people in a sexual or violent manner;
- (h) posts, uploads, transmits, or streams any unauthorized or unsolicited material that disrupts the normal flow of chat or other activities in the Services, including spam, junk mail, excessive mail, or chain letters;
- (i) is an advertisement or solicitation to sell a product or service to users of the Services, or constitutes any other commercial use of the Services, without the prior written consent of Psyonix;
- (j) is unlawful under the laws of the United States or any individual state or locality, the laws of any foreign or local jurisdiction, or any international treaty or convention or that is prohibited by any applicable government regulation;

- (k) interferes with the proper functioning of the Services, or violates any other of the Terms;
- (l) sells, grants a security interest in, or transfers reproductions of all or any portion of the Services to other parties in any way not expressly authorized herein, or that rents, leases or licenses all or any portion of the Services to others;
- (m) exploits the Services or any of its parts for any commercial purpose whatsoever without the express prior written authorization of Psyonix;
- (n) hosts, provides or develops services for or using the Services, or intercepts, emulates, disrupts, or redirects the communication protocols, hardware, software, network, or system used by Psyonix in any way, including without limitation through protocol emulation, tunneling, packet sniffing, modifying or adding components to the Services, use of a utility program or any other techniques now know or hereafter developed, for any purpose, including without limitation unauthorized access in any form over the Internet;
- (o) facilitates, creates or maintains any unauthorized connection to the Services, or any portion thereof, including without limitation any connection to any unauthorized server that emulates, or attempts to emulate, hacks, or reverse-engineers the Services. All connections to the Services, or any portion thereof, may only be made through methods and means expressly approved by Psyonix. Under no circumstances may you connect, or create tools that allow you or others to connect to the Services, or any portion thereof, other than those expressly provided by Psyonix;
- (p) develops or allows any viruses, malware, adware, spyware, Trojan Horses, cancelbots, other automated “bots”, “auto players”, cheat utilities, spoofers, keyloggers, or other circumvention devices to be present on any machine used to access the Services; and/or to attempts to upload/utilize such devices against the Services;
- (q) is related to any games of chance, gambling, sweepstakes, lotteries, contests, surveys, chain letters, pyramid schemes or other similar services, whether or not they are used for commercial gain;
- (r) collects, harvests, scrapes or captures any other user’s information, email addresses or other personal data of any other users to send unsolicited emails or any other communication, whether or not this is done for commercial gain;
- (s) makes false reports of user abuse to Psyonix or affiliated companies and partners;
- (t) impersonates any person, including an employee of Psyonix or any third party; or
- (u) attempts in any manner to obtain the password, account, or other security information from any other user.

You should not post any User-Generated Content if you are in doubt about its legality or its prohibition by the Terms. You acknowledge that Psyonix is a service provider that may allow its users to interact online regarding topics and content self-chosen by the users. Psyonix does not endorse any User-Generated Content or any opinion, recommendation or advice that may be expressed. Psyonix shall have no obligation to

monitor any User-Generated Content. Nonetheless, Psyonix and its agents shall have and reserve the right to monitor any User-Generated Content from time to time for any lawful purpose. Psyonix may, without notice to you, remove or block any User-Generated Content, including disabling access to such User-Generated Content. Psyonix also may terminate your access to the Services and refer the User-Generated Content to law enforcement if it is in violation of any federal, state or local law or regulation.

Psyonix expressly reserves the right to monitor any and all network traffic between any user(s) and the Services to prevent the use of said means to compromise the Services.

Psyonix (within its sole discretion) expressly reserves the right to ban you from, or limit your access to, the Services temporarily or permanently for failure to comply with the restrictions and limitations contained in these Terms (including without limitation this Section 8), and such failure to comply may termination may subject you to civil and/or criminal liability.

For more information about our content moderation practices, please visit our [Safety and Security Center](#).

(9) USER REGISTRATION AND ACCOUNT SECURITY

As a condition to using certain components of the Services, you may be required to register with Psyonix and select a password and/or screen name (“**User ID**”) to obtain a personal account on a particular game system or platform. In addition, Psyonix may automatically assign you a user ID on each such game system or platform to identify you to our servers. If you are required to enter registration information, you agree to provide Psyonix with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of the Terms, which may result in immediate, automatic termination of your access to the Services. You may not select or use as a User ID a name of another person with the intent to impersonate that person; use as a User ID a name subject to any rights (including trademarks or copyrights) of a person other than you without appropriate authorization; or use as a User ID a name that is otherwise offensive, vulgar or obscene. Psyonix reserves the right to refuse registration of, or to cancel, a User ID in its sole and absolute discretion. Notwithstanding the foregoing, you acknowledge that Psyonix cannot guarantee the accuracy of any information submitted by any User of the Services, nor any identifying information about any User. You are solely responsible for the activity that occurs through your account. You shall be solely responsible for maintaining the confidentiality of your password. You may not share your account with a third party or use the account of a third-party. You agree to notify Psyonix immediately in writing of any unauthorized use of your account, or other account-related security breach of which you are aware. You may cancel your account at any time upon written notice to Psyonix.

(10) VIRTUAL CURRENCY AND VIRTUAL GOODS

If a Game allows you to purchase and/or earn through play a license to use Virtual Currency and Virtual Goods (as defined below), the following additional terms and conditions apply.

(A) The Games may enable users to (i) use fictional virtual currency as a medium of exchange exclusively within each such Game (“Virtual Currency” or “VC”); (ii) gain access to (and certain limited rights to use) virtual goods within the Game (“Virtual Goods” or “VG”); and (iii) barter or exchange VC and VG with other users of the Game. Regardless of the terminology used, VC and VG represent a limited license right governed by these Terms. Subject to the terms of and compliance with these Terms, Psyonix hereby grants you the nonexclusive, non-transferable, non-sublicensable, limited and revocable right and license to use VC and VG obtained by you for your personal non-commercial gameplay exclusively within the Games. Except as otherwise prohibited by applicable law, VC and VG obtained by you are licensed to you, and you hereby acknowledge that no title or ownership in or to VC and VG is being transferred or assigned hereunder. These Terms should not be construed as a sale of any rights in VC and VG.

VC and VG do not have an equivalent value in real currency and do not act as a substitute for real currency. You are prohibited from converting VC and VG into a unit of value outside of the Games, such as actual currency or actual goods. You acknowledge and agree that Psyonix may revise or take action that impacts the perceived value of or purchase price for any VC and/or VG at any time except as prohibited by applicable law. VC and VG do not incur fees for non-use; provided, however, that the license granted hereunder to VC and VG will terminate in accordance with the terms and conditions of these Terms and the Games’ documentation, when Psyonix ceases providing the Services, or these Terms are otherwise terminated. Psyonix, in its sole discretion, reserves the right to charge fees for the right to access or use VC or VG and/or may distribute VC or VG with or without charge.

(B) You may have the ability to purchase VC or to earn VC from Psyonix for the completion of certain activities or accomplishments in the Games. For example, Psyonix may provide VC or VG upon the completion of an in-Game activity, such as attaining a new level, completing a task, or creating user content. Once obtained, VC and/or VG will be credited to your user account (“**User Account**”). You may purchase VC and VG only within the Games, or through a platform, participating third-party online store, application store, or other store authorized by Psyonix (all referred to herein as “**Software Store**”). Purchase and use of in-Game items or currency through a Software Store are subject to the Software Store’s governing documents, including but not limited to these Terms. This online service has been sublicensed to you by the Software Store. Psyonix may offer discounts or promotions on the purchase of VC, and such discounts and promotions may be modified or discontinued by Psyonix at any time without notice to you. Upon completing an authorized purchase of VC from a Software Store, the amount of purchased VC will be credited to your User Account. Psyonix shall establish

a maximum amount you may spend to purchase VC per transaction and/or per day, which may vary depending on the associated Software. Psyonix, in its sole discretion, may impose additional limits on the amount of VC you may purchase or use, how you may use VC, and the maximum balance of VC that may be credited to your User Account. You are solely responsible for all VC purchases made through your User Account regardless of whether or not authorized by you.

(C) You can access and view your available VC and VG in your User Account when logged into your User Account. Psyonix reserves the right, in its sole discretion, to make all calculations regarding the available VC and VG in your User Account. Psyonix further reserves the right, in its sole discretion, to determine the amount of and manner in which VC is credited and debited from your User Account in connection with your purchase of VG or for other purposes. While Psyonix strives to make all such calculations on a consistent and reasonable basis, you hereby acknowledge and agree that Psyonix's determination of the available VC and VG in your User Account is final, unless you can provide documentation to Psyonix that such calculation was or is intentionally incorrect.

(D) All purchased in-Game Virtual Currency and/or Virtual Goods may be consumed or lost by players in the course of gameplay according to the Game rules applicable to currency and goods, which may vary depending on the associated Game. VC and VG may only be used within the Games, and Psyonix, in its sole discretion, may limit use of VC and/or VG to a single Game. The authorized uses and purposes of VC and VG may change at any time. Your available VC and/or VG as shown in your User Account will be reduced each time you use VC and/or VG within the Games. The use of any VC and/or VG constitutes a demand against and withdrawal from your available VC and/or VG in your User Account. You must have sufficient available VC and/or VG in your User Account in order to complete a transaction within the Games. VC and/or VG in your User Account may be reduced without notice upon the occurrence of certain events related to your use of the Games. You are responsible for all uses of VC and/or VG made through your User Account, regardless of whether or not authorized by you. You must notify Psyonix immediately upon discovering the unauthorized use of any VC and/or VG made through your User Account by submitting a request to support.rocketleague.com.

(E) VC and VG may only be redeemed for in-game goods and services. You may not sell, lease, license, or rent VC or VG. VC and VG may only be redeemed for in-Game goods or services and are not redeemable for any sum of money or monetary value or other goods from Psyonix or any other person or entity at any time, except as expressly provided herein or otherwise required by applicable law. VC and VG have no cash value, and neither Psyonix nor any other person or entity has any obligation to exchange your VC or VG for anything of value, including, but not limited to, real currency.

(F) All purchases of VC and VG are final and such purchases will not be refundable, transferable, or exchangeable except as required by law. Except as prohibited by

applicable law, Psyonix has the absolute right to manage, regulate, control, modify, suspend, and/or eliminate such VC and/or VG as it sees fit in its sole discretion, and Psyonix shall have no liability to you or anyone else for the exercise of such rights.

(G) Any transferring, trading, selling, or exchanging of any VC or VG to anyone, other than in gameplay using the Games as expressly authorized by Psyonix (“**Unauthorized Transactions**”), including, but not limited to, among other users of the Services, is not sanctioned by Psyonix and is strictly forbidden. Psyonix reserves the right, in its sole discretion, to terminate, suspend, or modify your User Account and your VC and VG and terminate these Terms if you engage in, assist in, or request any Unauthorized Transactions. All users who participate in such activities do so at their own risk and hereby agree to indemnify and hold harmless Psyonix, its partners, licensors, affiliates, contractors, officers, directors, employees, and agents from all damages, losses and expenses arising directly or indirectly from such actions. You acknowledge that Psyonix may request that the applicable Software Store stop, suspend, terminate, discontinue, or reverse any Unauthorized Transaction, regardless of when such Unauthorized Transaction occurred (or has yet to occur) when it suspects or has evidence of fraud, violations of these Terms, violations of any applicable law or regulation, or any intentional act designed to interfere or that otherwise has the effect of or may have the effect of intervening in any way with the operation of the Services. If Psyonix believes or has any reason to suspect that you have engaged in an Unauthorized Transaction, you further agree that Psyonix may, in its sole discretion, restrict your access to your available VC and VG in your User Account or terminate or suspend your User Account and your rights to any VC, VG, and other items associated with your User Account.

(H) VC is only available to customers in certain locations. You may not purchase or use VC if you are not in an approved location.

(11) PROMOTIONAL PROGRAMS & TOURNAMENTS

Psyonix may implement marketing and promotional programs or tournaments in which users are offered benefits, considerations or rewards based upon the performance of specified activities, the satisfaction of specified requirements, or other criteria. Any such program, including the eligibility and selection of users, the award, compensation or other benefit to be granted users, if any, and the duration, shall be at the sole and absolute discretion of Psyonix. You acquire no right or interest to participate in such program or to the impartial implementation of the program and distribution of any awards, compensation or benefits. You hereby expressly waive and disclaim any such right or interest. To the extent such program may involve one or more third parties and permitted by applicable law, you further expressly waive and disclaim any such right or interest against such third party. Psyonix may elect in its sole and absolute discretion to contact you with regard to a program or tournament. You hereby expressly authorize Psyonix to contact you by means of the contact information you have provided to Psyonix.

Additional terms and restrictions may apply to you if you choose to participate in promotional programs or tournaments.

(12) THIRD-PARTY WEBSITES AND SERVICES

Solely as a convenience to you, Psyonix may provide links on the Services to other websites owned by third parties. Further, the Psyonix Services may be available to you through third-party websites, platforms and/or services. Unless otherwise expressly stated, Psyonix does not endorse or control these third parties or their offering, and assumes no responsibility for them or the content contained therein.

(13) USE OF THE SERVICES OUTSIDE OF THE UNITED STATES

The Services are controlled and operated by Psyonix in the State of California. To the extent permissible by applicable local law and except as expressly set forth in these Terms, Psyonix makes no representations or warranties, either express or implied, that Services and other materials available through the Services are appropriate, legally permissible or available for use in other locations. Whether or not you use the Services inside the United States of America, you agree to abide by any applicable export control laws and not to transfer, by electronic transmission or otherwise, any User-Generated Content, software or other materials subject to restrictions under such laws to a national destination prohibited by such laws, without first obtaining, and then complying with, any requisite government authorization. You further agree not to upload to the Services any data or software that cannot be exported without prior written government authorization, including, but not limited to, certain types of encryption software.

(14) GENERAL DISCLAIMERS

(a) TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, THE SERVICES AND ANY ACCOMPANYING DOCUMENTATION AND MATERIAL ARE BEING PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND WHATSOEVER. WITHOUT LIMITING THE INTENDED GENERALITY OF THE PRECEDING SENTENCE, NEITHER PSYONIX, NOR ITS LICENSORS OR SUPPLIERS, WARRANTS THAT THE SERVICES OR ANY PORTION THEREOF (i) WILL BE UNINTERRUPTED, SECURE OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED; (ii) IS COMPATIBLE WITH ANY SOFTWARE, INCLUDING WITHOUT LIMITATION INTERNET BROWSER SOFTWARE; (iii) IS FREE OF INFECTION BY VIRUSES, WORMS, TROJAN HORSES OR ANYTHING ELSE MANIFESTING CONTAMINATING OR DESTRUCTIVE PROPERTIES; OR (iv) IS FREE OF DEFAMATORY, DEROGATORY OR ADULT-ORIENTED MATERIAL, OR MATERIAL THAT SOME INDIVIDUALS MAY DEEM OFFENSIVE OR OBJECTIONABLE. TO THE FULLEST EXTENT ALLOWED BY LAW, PSYONIX DISCLAIMS ALL REPRESENTATIONS, TERMS, WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

(b) NEITHER PSYONIX, NOR ITS LICENSORS OR SUPPLIERS, IS RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SERVICES. UNDER NO CIRCUMSTANCES WILL PSYONIX OR ITS LICENSORS OR SUPPLIERS BE RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM YOUR USE OF THE SERVICES, ANY USER-GENERATED CONTENT POSTED ON THE SERVICES, OR TRANSMITTED TO ANOTHER USER, OR ANY TRANSACTIONS BETWEEN OR AMONG YOU AND OTHER USERS, WHETHER ONLINE OR OFFLINE.

(c) THE SERVICES ARE CONTROLLED AND PROVIDED BY PSYONIX FROM ITS FACILITIES IN THE UNITED STATES OF AMERICA. TO THE EXTENT PERMISSIBLE BY APPLICABLE LOCAL LAW AND EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, PSYONIX MAKES NO REPRESENTATION THAT THE SERVICES ARE APPROPRIATE OR AVAILABLE FOR USE IN OTHER LOCATIONS.

(d) BECAUSE SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU TO THE EXTENT THAT SUCH EXCLUSIONS OR LIMITATIONS ARE NOT PERMITTED UNDER LOCAL LAW.

(15) LIMITATION OF LIABILITY TO THE FULLEST EXTENT ALLOWED BY LAW

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, PSYONIX (AND ITS LICENSORS, SUPPLIERS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) SHALL NOT BE LIABLE TO YOU OR ANY OTHER PERSON, WHETHER UNDER CONTRACT OR OTHERWISE, FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, AND/OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$1,000 OR (II) THE AMOUNTS PAID AND/OR PAYABLE BY YOU TO PSYONIX (OR TO A THIRD-PARTY PLATFORM THAT PROVIDED YOU WITH ANY GAMES) IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, OR (III) ANY MATTER BEYOND PSYONIX'S REASONABLE CONTROL. PSYONIX CANNOT AND WILL NOT BE RESPONSIBLE FOR ANY LOSS OF YOUR USER-GENERATED CONTENT OR ANY INTERRUPTIONS OF SERVICE, INCLUDING BUT NOT LIMITED TO ISP DISRUPTIONS, SOFTWARE OR HARDWARE FAILURES, OR ANY OTHER EVENT WHICH MAY RESULT IN A LOSS OF DATA OR A DISRUPTION OF SERVICE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT ANYTHING WHICH MAY NOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, INCLUDING WITHOUT LIMITATION, DEATH OR PERSONAL INJURY ARISING THROUGH NEGLIGENCE OR FOR FRAUD.

(16) INDEMNIFICATION

To the maximum extent permitted by law, you agree to defend, indemnify and hold harmless Psyonix, its officers, directors, employees and agents, from and against all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney fees) arising from your use of the Services, your violation of any of the Terms, your violation of any third-party right, including without limitation any copyright, trade secret, privacy or property right, or any claim that your User-Generated Content caused damage to a third-party.

(17) BINDING INDIVIDUAL ARBITRATION

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND DISCOVERY PROCEDURES AND APPELLATE RIGHTS ARE MORE LIMITED THAN IN COURT.

The term “**Dispute**” means any dispute, claim, or controversy between you and Psyonix arising from or relating to the Terms or Services, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Section 17 (with the exception of the enforceability of the requirement that arbitrations must be conducted on an individual rather than a class basis). The term “Dispute” is to be given the broadest possible meaning that will be enforced. If you have a Dispute with Psyonix or Psyonix’s officers, directors, employees and agents that cannot be resolved through negotiation within the time frame described in the “Notice of Dispute” clause below, then you and Psyonix agree to seek resolution of the Dispute only as follows:

- If you are using or accessing the Services outside of the European Union, through binding arbitration of that Dispute in accordance with the terms of this Section 17. “Binding arbitration” means that the Dispute will be resolved by a neutral arbitrator instead of in a court by a judge or jury.
- If (and only if) you are using or accessing the Services in the European Union, then pursuant to the terms of Section 20 below.

RIGHT TO OPT OUT OF BINDING ARBITRATION AND CLASS ACTION WAIVER WITHIN 30 DAYS: IF YOU DO NOT WISH TO BE BOUND BY THE BINDING ARBITRATION AND CLASS ACTION WAIVER IN THIS SECTION 17, YOU MUST NOTIFY PSYONIX IN WRITING WITHIN 30 DAYS AFTER THE DATE THAT YOU FIRST ACCEPT THESE TERMS UNLESS A LONGER PERIOD IS REQUIRED BY APPLICABLE LAW. YOUR WRITTEN NOTIFICATION MUST BE EITHER (A) SENT VIA EMAIL TO LEGAL@PSYONIX.COM OR (B) MAILED TO PSYONIX LLC, AT: 401

W. A STREET, SUITE 2400, SAN DIEGO, CALIFORNIA 92101-7909 USA, ATTN: LEGAL/ARBITRATION. IN EITHER CASE YOU MUST INCLUDE: (1) YOUR NAME, (2) YOUR ADDRESS, AND (3) A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH PSYONIX THROUGH BINDING ARBITRATION.

Notice of Dispute/Informal Resolution. IF YOU HAVE A DISPUTE WITH PSYONIX YOU MUST SEND WRITTEN NOTICE EITHER BY (A) SENDING AN EMAIL TO LEGAL@PSYONIX.COM OR (B) WRITING TO PSYONIX LLC, AT: 401 W. A STREET, SUITE 2400, SAN DIEGO, CA 92101-7909 USA, ATTN: LEGAL/ARBITRATION, TO GIVE PSYONIX THE OPPORTUNITY TO RESOLVE THE DISPUTE INFORMALLY THROUGH NEGOTIATION. You agree to negotiate resolution of the Dispute in good faith for no less than 60 days after you provide notice of the Dispute.

The notice of Dispute sent by either party must include the sender's name, address, and other contact information, a description of the Dispute (including any relevant account names), and what resolution to the Dispute is being sought. All applicable statutes of limitations will be considered tolled beginning on the day one of us sends a compliant Notice of Dispute to the other. You or Psyonix cannot proceed to arbitration without having first sent a compliant Notice of Dispute and completing the Informal Resolution period. In the event of disagreements over whether a compliant Notice of Dispute was sent or an arbitration was filed without completing this informal resolution process, the party aggrieved by this failure can seek relief from a court with appropriate jurisdiction to enjoin the arbitration from proceeding until this informal resolution has been completed, and to order the party that has not followed the informal resolution process to reimburse the other party for any arbitration fees and costs already incurred. If Psyonix does not resolve your Dispute within 60 days from receipt of a compliant notice of the Dispute, you or Psyonix with may pursue your claim in arbitration pursuant to the terms in this Section 17.

Coordinated Filings. If 25 or more notices of Disputes are sent that raise similar claims and have the same or coordinated counsel, these will be considered "**Coordinated Cases**" and will be treated as mass filings or multiple case filings according to the Rules, if and to the extent Coordinated Cases are sought to be filed in arbitration as set forth in this Agreement. Psyonix or you may advise the other of its or your belief that cases are Coordinated Cases, and disputes over whether a case or cases meet the contractual definition of "Coordinated Cases" will be decided by the arbitration provider as an administrative matter. **Demands for Arbitration in Coordinated Cases shall only be filed with the arbitration provider as permitted by the bellwether process set forth below.** Claimants in Coordinated Cases will be responsible for their share of the NAM fees. **Applicable statutes of limitations will be tolled for claims asserted in a Coordinated Case from the time a compliant Notice of Dispute has been received by a party until, under the terms of this Agreement, the Coordinated Case is filed in arbitration or, as provided for below, in court.**

Once counsel in the Coordinated Cases has advised Psyonix that all or substantially all Notices of Dispute have been provided for those cases, counsel for the parties shall confer in good faith regarding the number of cases that should proceed in arbitration as “bellwethers,” to allow each side a reasonable opportunity to test the merits of its arguments. If counsel for the parties do not agree on the number of bellwethers, an even number shall be chosen by the arbitration provider as an administrative matter (or, in the arbitration provider’s discretion, by a process arbitrator). Factors that the arbitration provider may consider in deciding how many bellwether trials to order include the complexity of the dispute and differences in facts or applicable laws among various cases. Once the number of bellwethers is fixed, by agreement or by the arbitration provider, each side shall select half that number from among the claimants who have provided compliant Notices of Dispute, and **only** those chosen cases may be filed with the arbitration provider. No other cases may be filed until those bellwether matters have concluded, and Psyonix may not be required to pay any fees associated with arbitration demands other than those permitted to be filed as bellwethers. The parties acknowledge that resolution of Coordinated Cases not selected as bellwethers will be delayed by this bellwether process.

Unless the parties agree otherwise, each bellwether trial should be assigned to a different arbitrator, only bellwether trials will proceed in arbitration.

Once all bellwether trials have concluded (or sooner if the counsel for the claimants and Psyonix agree) the parties must engage in a single mediation of all remaining Coordinated Cases, with each side paying half the applicable mediation fee. Psyonix and counsel for the claimants must agree on a mediator within 30 days after the conclusion of the last bellwether trial. If counsel for Psyonix and claimants cannot agree on a mediator within 30 days, the arbitration provider will appoint a mediator as an administrative matter. Psyonix and counsel for the claimants will cooperate for the purpose of ensuring that the mediation is scheduled as quickly as practicable after the mediator is appointed.

If the mediation does not yield a global resolution, this arbitration requirement shall no longer apply to Disputes that are the subject of Coordinated Cases for which a compliant Notice of Dispute was received by the other party but that were not resolved in bellwether proceedings. To the extent you are asserting the same claims as other persons and are represented by common or coordinated counsel, you agree to waive any objection that the joinder of all such persons is impracticable. If a formerly arbitrable Dispute is brought in court, claimants may seek class treatment, but to the fullest extent allowed by applicable law, the classes sought may comprise only the claimants in the Coordinated Cases who provided compliant Notices of Dispute. Any party may contest class certification at any stage of the litigation and on any available basis. A court with appropriate jurisdiction shall have authority to enforce this bellwether process and may enjoin the filing of lawsuits or arbitration demands not made in compliance with it.

Class Action/Jury Trial Waiver. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY DISPUTE NOT SUBJECT TO THE REQUIREMENT TO ARBITRATE (EXCEPT TO THE LIMITED EXTENT DISCUSSED ABOVE FOR COORDINATED CASES), YOU AND PSYONIX AGREE TO ONLY BRING DISPUTES, CLAIMS, OR CONTROVERSIES BETWEEN YOU AND PSYONIX THAT RELATES TO ANY PSYONIX PRODUCT OR PSYONIX PRODUCTS GENERALLY, YOUR USE OR ATTEMPTED USE OF A PSYONIX PRODUCT, OR THESE TERMS, IN AN INDIVIDUAL CAPACITY AND SHALL NOT SEEK TO BRING, JOIN, OR PARTICIPATE IN ANY CLASS OR REPRESENTATIVE ACTION, COLLECTIVE OR CLASS-WIDE ARBITRATION, OR ANY OTHER ACTION WHERE ANOTHER INDIVIDUAL OR ENTITY ACTS IN A REPRESENTATIVE CAPACITY (E.G., PRIVATE ATTORNEY GENERAL ACTIONS; OR CONSOLIDATE OR COMBINE INDIVIDUAL PROCEEDINGS OR PERMIT ANOTHER TO DO SO WITHOUT THE EXPRESS CONSENT OF ALL PARTIES. YOU AND PSYONIX FURTHER AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY.

Initiation of Arbitration Proceeding/Selection of Arbitrator. If you or Psyonix elect to resolve your Dispute through binding arbitration, the party initiating the arbitration proceeding may initiate it with National Arbitration and Mediation (“NAM”), <https://namadr.com>, according to NAM’s Comprehensive Dispute Resolution Rules and Procedures in effect at the time the Dispute arises (the “Rules”), as modified by this Agreement. Instructions for filing a Demand for Arbitration with NAM are available on the NAM website or by emailing NAM at commercial@namadr.com. This Agreement affects interstate commerce, and the enforceability of this Section will be substantively and procedurally governed by the U.S. Federal Arbitration Act (“FAA”), 9 U.S.C. § 1, et seq., and federal arbitration law. The terms of this Section 17 govern in the event they conflict with the rules of the arbitration organization selected by the parties. You will send a copy of any Demand for Arbitration to Epic Games, Inc., Legal Department, ATTN: ARBITRATION OF DISPUTE, Box 254, 2474 Walnut Street, Cary, North Carolina, 27518, U.S.A. Psyonix will send any Demand for Arbitration to your registered email address and any billing address You have provided us.

Arbitration Procedures. Subject to these Terms, any Dispute shall be finally settled in English, in accordance with the Rules, by one commercial arbitrator, who shall be selected in accordance with the Rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction. Further, if your claims do not exceed \$75,000 and you provided notice to and negotiated in good faith with Psyonix as described above, if the arbitrator finds that you are the prevailing party in the arbitration, you will be entitled to recover reasonable attorneys’

fees and costs as determined by the arbitrator, in addition to any rights to recover the same under controlling state or federal law afforded to Psyonix or you. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Such award will be binding and final, except for any right of appeal provided by the FAA, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

Location of Arbitration. If an in-person hearing is required, the hearing will take place either in San Diego, California, USA, or where you reside; **you choose**.

Severability. If all or any provision of this Section 17 is found to be illegal or unenforceable, then you and Psyonix agree that the provision will be severed and the rest of the agreement shall remain in effect and be construed as if any severed provision had not been included. The sole exception is that if the prohibition on class arbitrations is found invalid, unenforceable, or illegal, you and Psyonix agree that it will not be severable; this entire Section 17 (except for the Class Action Waiver and Jury Trial Waiver provisions) will be void and unenforceable, and any Dispute will be resolved in court. Under no circumstances shall arbitration be conducted on a class basis without Psyonix's express consent.

Future Arbitration Changes. Although Psyonix may revise these Terms in its discretion, Psyonix does not have the right to alter the terms of arbitration or the rules specified herein with respect to any Dispute once that Dispute arises, if such change would make arbitration procedures less favorable to the claimant. Whether changed procedures are less favorable to the claimant is an issue to be decided by the arbitrator, and if multiple claimants are proceeding in Coordinated Cases, the applicability of revised terms to the Coordinated Cases will be decided by the arbitration provider as a process matter.

(18) GENERAL PROVISIONS

Subject to, and to the maximum extent permitted by the, local law applicable in the country in which you obtain or use the Service: You agree that the Services shall be deemed exclusively based in the State of California, USA, and these Terms shall be deemed to have been made and executed exclusively in the State of California, USA. Any dispute arising out of these Terms shall be resolved in accordance with the laws of the State of California, USA without reference to its conflict of law provisions or the United Nations Convention on Contracts for the International Sale of Goods. Subject to the provisions of Section 17, you agree that any claim asserted in any legal proceeding by you or Psyonix in connection with these Terms shall be commenced and maintained in any state or federal court located in San Diego County, California USA, having subject matter jurisdiction with respect to such dispute. You and Psyonix each agree to submit to the personal jurisdiction of such court. The prevailing party in any such

proceeding shall be entitled to reimbursement of court costs, including reasonable attorneys' fees, in addition to any other remedy awarded.

In the event any provision of these Terms shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of these Terms shall remain in full force and effect. You may not transfer or assign any of your rights or obligations provided in these Terms without the express prior written approval of Psyonix; Psyonix may assign these Terms without restriction of any kind. No failure on the part of Psyonix to enforce any provision of these Terms shall be deemed a waiver or consent. These Terms and the [Privacy Policy](#) constitute and contain the entire agreement and understanding between you and Psyonix with respect to the subject matter hereof and supersedes any prior oral or written agreements or understandings.

As between Psyonix and its licensors, Psyonix will be solely responsible for the Services and support for the Services.

You and Psyonix acknowledge and agree that the following are intended third-party beneficiaries of these Terms:

- Sony Computer Entertainment, Inc.
- Sony Computer Entertainment America LLC,
- Sony Computer Entertainment Europe Ltd.

There are no other third-party beneficiaries of these Terms.

Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: Sections 5, 6, 8, 12, and 14–20.

(19) DIGITAL MILLENNIUM COPYRIGHT ACT NOTICE

As an online service provider, Psyonix has adopted the following general policy regarding copyright infringement in accord with the Digital Millennium Copyright Act, 17 U.S.C. § 512 ("DMCA"). The address of the Psyonix Designated Agent to Receive Notification of Claimed Infringement ("Designated Agent") is:

Copyright Designated Agent Psyonix LLC 401 W. A Street, Suite 2400 San Diego, CA 92101-7909 USA legal@psyonix.com

For any notice of infringement to be effective, the notice must include:

- (a) A physical or electronic signature of a person authorized to act on behalf of the intellectual property owner of an exclusive right that is allegedly infringed;
- (b) A description of the copyrighted work that you claim has been infringed upon;

- (c) A description of where the material that you claim is infringing is located on the Services;
- (d) Information to permit Psyonix to contact the complaining party, including address, telephone number, and, if available, an e-mail address at which the complaining party may be contacted;
- (e) A statement by the complaining party that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- (f) A statement made under penalty of perjury that the information in the notification is accurate and that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

It is Psyonix's policy to block access to or remove content that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any user or other content provider, and remove and discontinue service to repeat offenders. If you believe that User-Generated Content or other material residing on or accessible through the Services infringes a copyright, please send a notice of copyright infringement to the Designated Agent. The notice of infringement should conform to the elements of notification listed above. Once proper infringement notification is received by the Designated Agent, Psyonix may remove or disable access to the claimed infringing User-Generated Content or other material; notify the accused infringing party that it has removed or disabled access to the User-Generated Content or other material; and determine appropriate measures to prevent recurrence by the accused infringing party.

If the accused infringing party believes that the material that was removed (or to which access was disabled) is not infringing, or s/he believes that s/he has the right to post and use such material from the copyright owner, the copyright owner's agent, or, pursuant to the law, s/he may send us a counter-notice containing the following information to the Designated Agent:

- (a) A physical or electronic signature of the accused infringing party;
- (b) Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled;
- (c) A statement that the accused infringing party has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material; and
- (d) The accused infringing party's name, address, telephone number, and, if available, email address, and a statement that such person or entity consents to the jurisdiction of the Federal Court for the judicial district in which the accused infringing party's address is located, or, if that party's address is located outside the United States, for any judicial district in which Psyonix is located, and that such person or entity will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Designated Agent, Psyonix may, in its discretion, send a copy of the counter-notice to the original complaining party informing that person

that Psyonix may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider accused of committing infringement, the removed material may be replaced or access to it restored in 10 to 14 business days or more after receipt of the counter-notice, at Psyonix's discretion.

(20) USERS IN THE EUROPEAN UNION

If (and only if) you are using or accessing the Services in the European Union, the terms of this Section 20 apply. Any Dispute shall be resolved under the laws of England and Wales. You agree that any claim asserted in any legal proceeding by you or Psyonix in connection with these Terms shall be commenced and maintained in any court of competent jurisdiction in London, England, and you and Psyonix each agree to submit to the personal jurisdiction of such court.

I HEREBY ACKNOWLEDGE THAT I HAVE READ IN THEIR ENTIRETY AND UNDERSTAND THE FOREGOING TERMS. I AGREE THAT BY BROWSING, INSTALLING OR USING THE SERVICES I AM ACKNOWLEDGING MY AGREEMENT TO BE BOUND BY THESE TERMS.