

Legendary Gameworks User Agreement (Revised: 02/01/2019)

This Legendary Gameworks User Agreement (herein “User Agreement,” “Agreement,” or “Terms,”) defines the relationship between Legendary Gameworks, L.L.C. (“Legendary Gameworks,” “Service Provider,” or “Provider”) and a user of the Legendary Gameworks website, the Legendary Gamepad website (“Legendary Gamepad,” and “LGP Community”) or any and all other software and services offered by Legendary Gameworks, L.L.C. (singular “Service,” and collectively “Services.”)

This User Agreement is a contract between Legendary Gameworks and you or the legal entity that you represent (herein “User.”) By using the Services, or otherwise indicating acceptance of this User Agreement, User agrees to comply with the following terms related to User’s continued use of the Services. Furthermore, if accepting this agreement on behalf of another legal entity, you further affirm that you have the authority to enter into this and other required agreement(s) on behalf of that entity.

1. Definitions

The following terms shall have the meanings set forth below, unless defined elsewhere in this User Agreement:

“Legendary Gameworks,” “Service Provider,” or “Provider” means Legendary Gameworks, L.L.C., a North Carolina Limited Liability Company.

“Intellectual Property Policy” means the Legendary Gameworks Copyright and Intellectual Property Policy found on the Services that defines the procedures for filing and handling copyright complaints as well as the actions to be taken if copyright infringement is discovered on the Services.

“Privacy Policy” means the Legendary Gameworks Privacy Policy found on the Services that defines the procedures for collecting, storing, using and sharing User Information.

“User Content” means any data or media uploaded, posted, shared or otherwise made available at the direction of users through their collective use of the Services, including but not limited to, text, images, video clips, audio clips, or other data files.

“User Information” means any information provided to Legendary Gameworks, L.L.C. by User through their use of the Services.

2. User Agreements, Modifications and Additional Terms (Terms of Use)

User acknowledges that in addition to this User Agreement, User’s use of specific Services may require acceptance and adherence to additional agreements or additional terms and conditions specific to that Service. Legendary Gameworks reserves the right to modify any part of this User Agreement, as well as the Privacy Policy, the Intellectual Property Policy, any and all additional agreements and any and all

additional terms and conditions (collectively the “Terms of Use”) at any time and for any reason. Changes to the Terms of Use will become effective within thirty (30) days of the revised Terms of Use being published on the Services. User agrees that they will take the appropriate action(s) to ensure compliance with the new Terms of Use before they take effect or otherwise cease using the Services. In the event of any conflict between the provisions of this User Agreement and any other part of the Terms of Service, the provisions of this User Agreement shall control.

3. User Data and Privacy

User agrees that they will not use the Services if they are a child under thirteen (13) years of age or if they are an individual otherwise subjected to the protections provided children under thirteen years of age by the Child Online Privacy Protection Act of 1998. By using the Services or otherwise entering into this agreement, User acknowledges that certain User Information may be collected by the Services and User consents to the collection, storage and use of this User Information by Legendary Gameworks in accordance with the Legendary Gameworks Privacy Policy as amended from time to time.

4. User Content and Limitation of Liability

Some Services allow for users to upload, post, share or otherwise make available User Content such as text, images, videos and other media, with the objective to facilitate communication and community among users.

LEGENDARY GAMEWORKS WILL NOT BE RESPONSIBLE OR OTHERWISE LIABLE FOR ANY USER CONTENT, EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW. User acknowledges that User Content, including that made available by other users of the Services, does not necessarily reflect the views, values or beliefs of Legendary Gameworks and that this content may, at any time and for any reason, be removed or otherwise made inaccessible on the Services at Provider’s discretion.

User agrees that any User Content they make available to the Services is made available with the permission of the intellectual property owner -- in full compliance with applicable copyright law -- and in accordance with the Legendary Gameworks Copyright and Intellectual Property Policy. Furthermore, User grants Legendary Gameworks a perpetual, non-exclusive, royalty-free, transferable license to use, copy, distribute, create derivative works of, and publicly or privately perform or display uploaded User Content as well as an additional license to use, copy, distribute and publicly or privately perform or display any derivative works based on that User Content. Such User Content licenses are made available to allow access to User Content on the Services or to be used for the promotion of the Services and User further affirms that they have the right or authorization to grant these licenses.

User agrees not to upload, post or share User Content that is defamatory or discriminatory included but not limited to content that could be considered libelous, slanderous, or content that would likely be seen by others to constitute physical threats, hate-speech, or explicit or obscene material not suitable for individuals under the age of eighteen (18) years of age. User accepts exclusive responsibility for any User Content that they upload and/or the views expressed, either directly or indirectly, through their User Content.

5. International Users

The Services are administered and maintained in the United States in accordance with the laws thereof. Legendary Gameworks makes no representation that any content or features available through the Services are appropriate or available for users outside of the United States. User agrees not to access any Service from territories where that Service's content or use of that Service's features is illegal. User further agrees that no use of the Services will be in violation of U.S. export laws and regulations. Finally, User accepts that they are fully and solely responsible for compliance with User's local laws when accessing or otherwise using the Services and that Legendary Gameworks shall not be responsible any non-compliance or violation thereof.

6. Services Warranty, Disclaimer and Limitation of Liability

While Legendary Gameworks strives to provide secure, reliable, useful and enjoyable services to all of our users and clients, it must also be acknowledged that it is impossible to ensure that all of our services are completely safe, bug and error free or immune to system disruption; therefore, by using the Services User acknowledges the following disclaimer and limitation of Provider's liability:

ALL SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ABSOLUTELY NO EXPRESSED OR IMPLIED WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, WARRANTY OF AVAILABILITY OR WARRANTY OF NON-INFRINGEMENT. BY USING THE SERVICES OR OTHERWISE AGREEING TO THIS USER AGREEMENT, USER AGREES THAT LEGENDARY GAMEWORKS, L.L.C. NOR ANY OF ITS MEMBERS, EMPLOYEES, HEIRS, ASSIGNS, CONTRACTORS, PARTNERS OR OTHER AFFILIATES WILL BE HELD RESPONSIBLE OR BE OTHERWISE LIABLE IN ANY WAY FOR ANY DAMAGES, LOSSES OR HARDSHIPS OF ANY KIND INCLUDING BUT NOT LIMITED TO INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSS OF PROFITS OR REVENUES, DAMAGE OR LOSS TO PROPERTY, OR COMPROMISE OF SENSITIVE INFORMATION AS A RESULT OF USER'S USE OF THE SERVICES, USER'S INABILITY TO USE THE SERVICES, OR USER'S INTERACTIONS WITH LEGENDARY GAMEWORKS, L.L.C.

7. Termination of Agreement and User Accounts

User may terminate this User Agreement at any time and for any reason by closing all of User's accounts associated with any of the Services and immediately ceasing use of all Legendary Gameworks Services. If applicable, User will not be entitled to any refund of fees or other payments of any kind made prior to ceasing use of the Services and any refund of this nature will be made at Provider's sole discretion, excepting that User has another agreement with Legendary Gameworks to the contrary, in which case that agreement's provisions regarding refunds for fees or payments shall control.

Though great care and consideration is given to the users of our services, **LEGENDARY GAMEWORKS RESERVES THE RIGHT TO TERMINATE THIS AGREEMENT -- AND TO IMMEDIATELY SUSPEND OR TERMINATE ANY OF USER'S ACCOUNTS FOR ANY OF THE SERVICES -- AT ANY TIME AND FOR ANY REASON, WITH OR WITHOUT NOTICE TO USER. Reasons for termination include but are not limited to**

enforcement of user codes of conduct, violation of this User Agreement, enforcement of the Intellectual Property Policy, and to maintain compliance with the Legendary Gameworks Privacy Policy. Following termination of this agreement, sections 6, 7, 8, 9, 10, 11, and 12 herein shall remain in full force and effect to the maximum extent permissible under applicable law.

8. Notices

All notices made to user in accordance with this agreement shall be in written English and shall be delivered personally, by United States certified or registered mail, postage prepaid, return receipt requested, by a recognized overnight delivery service, or by electronic mail to the primary address provided by User, if any. **By providing an electronic mailing address, User consents to the use of that address for the receipt of official notices pursuant to this agreement.**

The date that any notice shall be deemed to have been made shall be the date of delivery, when delivered personally; on written verification of receipt, if delivered by overnight delivery; the date set forth on the return receipt, if sent by certified or registered mail; or the date and timestamp of the sent message, if sent by electronic mail.

9. Legal Compliance

User must be in full compliance with all applicable legal requirements of that party while using the Services and agrees to take no action that would be in violation of any applicable legal requirement that would result in liability being imposed on Legendary Gameworks, L.L.C..

10. Indemnity

User agrees to indemnify, defend, and hold Legendary Gameworks harmless from and against any and all claims, actions, suits, demands, assessments, or judgments asserted, and any and all losses, liabilities, damages, costs, and expenses (including, without limitation, attorneys fees, accounting fees, and investigation costs to the extent permitted by law) alleged or incurred arising out of or relating to any operations, acts, or omissions of User or any of its employees, agents, and invitees in the exercise of the User's rights or the performance or observance of any of User's obligations under this agreement. Prompt notice must be given of any such claim, and User will have control of any defense or settlement.

11. Severability

If any term of this User Agreement or any other provision(s) in the Terms of Use is deemed to be to any extent invalid, illegal, or unenforceable, such term shall be excluded to the extent of such invalidity, illegality or unenforceability and all other terms in the Terms of Use -- including those in this User Agreement -- shall remain in full force and effect; and, to the extent permitted and possible by law, the invalid, illegal or unenforceable term shall be deemed replaced by a valid and enforceable term that comes closest to expressing the intention of such invalid, illegal or unenforceable term.

12. Section Headings

The section headings in this User Agreement are provided for reference only and shall not be used when interpreting the content of any section of this Agreement.

13. Force Majeure

User nor Legendary Gameworks shall incur any liability for the delay in performance, or for outright non-performance, of any of its obligations under this User Agreement should such obligations be highly and verifiably impractical or impossible to perform due to any cause beyond that party's reasonable control and without that party's fault or negligence ("Force Majeure"). Such causes include events that can be reasonably deemed to be significantly commercially disruptive and include causes such as natural disasters, catastrophes, or other natural happenings which cause significant damage to life, property or such, war or terrorism, any breakdown, malfunction or failure of energy or data transmission in connection with or other unavailability of any wire, communication or computer facilities, any transport, port, or airport disruption, industrial action, acts and regulations and rules of any governmental or supra-national bodies or authorities or regulatory or self-regulatory organization or failure of any such body, authority or organization for any reason, to perform its obligations. Furthermore, in exchange for this limitation of liabilities, both parties consent to make all reasonable efforts to maintain their obligations under this Agreement and to promptly resume their obligations under this agreement after such Force Majeure.

14. Disputes and Jurisdiction; Recovery of Expenses

In the event of any claim, cause of action or dispute (in this section, "Claim") that User has with Legendary Gameworks arising out of or relating to this Agreement or other interactions with Legendary Gameworks, User agrees to resolve such Claim exclusively in the U.S. District Court for the Eastern District of North Carolina or in a state court located in Wake County, North Carolina in accordance with the laws thereof. User further agrees to submit to the personal jurisdiction of such courts for the purpose of litigating all such Claims. The laws of the State of North Carolina will govern this Agreement, as well as any Claim that might arise between User and Legendary Gameworks, without regard to conflict of law provisions. Furthermore, the User in the pursuance of any claim, cause of action or dispute arising out of this agreement shall pay **all** costs and expenses, including expert witness fees and attorney's' fees, incurred by the Legendary Gameworks **in resolving such dispute.**