

Prophecy Games Terms of Service and Use Agreement

Last updated on May 13, 2022.

IMPORTANT LEGAL NOTICE!

PLEASE READ THE FOLLOWING TERMS OF SERVICE AND USE AGREEMENT (THE “AGREEMENT”) CAREFULLY. THIS AGREEMENT IS BETWEEN YOU (“YOU” OR “YOUR”) AND PROPHECY GAMES, INC. (“PROPHECY,” “WE,” “US,” OR “OUR”).

THIS AGREEMENT GOVERNS THE RELATIONSHIP BETWEEN PROPHECY AND YOU (AND ANY AUTHORIZED USER OF YOUR ACCOUNT) WITH RESPECT TO YOUR OR ANY APPLICABLE AUTHORIZED USER’S USE OF THE PROPHECY WEBSITE LOCATED AT WWW.PROPHECYGAMES.COM AND ANY OTHER WEBSITES ESTABLISHED BY PROPHECY OR ITS AFFILIATES FROM TIME TO TIME THAT REFERENCE THIS AGREEMENT (COLLECTIVELY, THE “SITE”), OR PROPHECY’S ONLINE GAME SERVICES OFFERED THROUGH THE SITE (THESE SERVICES AND THE SITE CONSTITUTING THE “SERVICE”) WHICH SERVICE MAY BE USED IN CONNECTION WITH THE PERSONAL, NONCOMMERCIAL PLAY OF THE DOWNLOADABLE VERSION OF EACH APPLICABLE INTERACTIVE ENTERTAINMENT SOFTWARE PRODUCT OFFERED BY PROPHECY (EACH, A “SOFTWARE PRODUCT”).

YOUR USE OF THE SERVICE AND ANY PURCHASE AND USE OF ANY SOFTWARE PRODUCTS OR OTHERS PRODUCTS AND SERVICES (COLLECTIVELY, “PRODUCTS”) THROUGH THE SERVICE IS GOVERNED BY THIS AGREEMENT, WHICH SUPPLEMENTS THE APPLICABLE END USER LICENSE AGREEMENT(S) FOR ANY AND ALL PRODUCTS (INCLUDING SOFTWARE PRODUCTS) THAT YOU USE OR ACCESS, ANY APPLICABLE AND ADDITIONAL SITE TERMS OF USE AND ANY PRODUCT RULES OF CONDUCT (ALL OF WHICH ARE INCORPORATED INTO THIS AGREEMENT). IF YOU DOWNLOAD SOFTWARE OTHER THAN A PRODUCT THROUGH OR IN CONNECTION WITH THE SERVICE, YOUR USE OF THE APPLICABLE SOFTWARE WILL ALSO BE GOVERNED BY THE APPLICABLE END USER LICENSE AGREEMENT PRESENTED TO YOU AT THE TIME YOU DOWNLOAD OR INSTALL THE APPLICABLE SOFTWARE.

IF YOU DO NOT AGREE WITH ALL OF THE TERMS OF THIS AGREEMENT, YOU MAY NOT USE OR ACCESS THE SERVICE, CREATE AN ACCOUNT (AS DEFINED BELOW), OR ACTIVATE ANY PRODUCT.

BY USING OR ACCESSING THE SERVICE, CREATING AN ACCOUNT, OR ACTIVATING A PRODUCT, YOU AGREE TO BE BOUND BY THIS AGREEMENT, AND REPRESENT AND WARRANT TO PROPHECY THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND THAT YOU ARE AT LEAST EIGHTEEN YEARS OF AGE OR THE LEGAL AGE OF MAJORITY IN YOUR JURISDICTION. IF YOU ARE A “MINOR” YOUR PARENT OR LEGAL GUARDIAN’S CONSENT TO THIS AGREEMENT IS REQUIRED. FOR PURPOSES OF THE FOREGOING, “MINOR” MEANS THAT YOU ARE AGED BETWEEN 13 AND 18, OR UNDER THE LEGAL AGE OF MAJORITY IN YOUR JURISDICTION. IF YOU ARE UNDER THE AGE OF 13 YOU MAY NOT USE THE SERVICE OR ANY PRODUCTS.

THE TERMS OF THIS AGREEMENT MAY BE AMENDED, SUPPLEMENTED, OR MODIFIED AT ANY TIME BY PROPHECY IN ITS SOLE DISCRETION, INCLUDING, WITHOUT LIMITATION, WHEN PROPHECY UPDATES OR UPGRADES A PRODUCT, EFFECTIVE UPON PRIOR NOTICE

AS FOLLOWS: Prophecy will post the revised version of this Agreement at <https://www.prophecygames.com/legal> and may provide other notice as Prophecy may elect in its sole discretion. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you may terminate this Agreement in accordance with Section 21 below. Your continued use of the Service or any Product following notice of changes to this Agreement shall conclusively demonstrate your acceptance of the applicable changes. Prophecy may change, modify, suspend, or discontinue any aspect of the Service and any Product at any time. Prophecy may also impose limits on certain features or restrict your access to parts or all of the Service or any Product without notice or liability. You have no interest, monetary or otherwise, in any feature or content contained in the Service or any Product.

Notice Regarding Arbitration and Dispute Resolution: ANY FUTURE DISPUTES BETWEEN YOU AND PROPHECY RELATING TO THE SERVICE AND/OR THIS AGREEMENT WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, UNLESS YOU OPT-OUT IN ACCORDANCE WITH SECTION 26. UNLESS YOU OPT-OUT OF ARBITRATION, YOU ARE WAIVING YOUR RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING, AND YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS. IF YOU WISH TO OPT OUT OF ARBITRATION, FOLLOW THE OPT-OUT PROCEDURE SPECIFIED IN SECTION 26 BELOW.

1. LIMITED USE LICENSE; SYSTEM REQUIREMENTS. Prophecy grants you a non-exclusive, revocable, nontransferable license to use the Service solely for your own non-commercial entertainment purposes. You may not use the Service for any other purpose, or in connection with any third party software or content. Use of the Service and Products requires a compatible computer, Internet access (fees may apply), and certain software (fees may apply), and use of the Service and Products may require obtaining patches, updates or upgrades from time to time. Because use of the Service and Products involves hardware, software, and Internet access, your ability to use the Service and Products may be affected by these factors. You are responsible for being aware of any particular system requirements for any Product and for your ability to meet applicable requirements, which may change from time to time. Applicable system requirements for Products can be found at <https://www.prophecygames.com/systemrequirements>. Certain Products may also require you to register for an account with a third party (which may require an initial and/or ongoing fee) or to install third party software and content in connection with their use. Prophecy does not assume any responsibility or liability for any applicable fee, account or third party software or content.

2. END USER LICENSE AGREEMENT. The current end user license agreement for the Software Products offered by Prophecy is located at <https://www.prophecygames.com/legal> (the “EULA”). The EULA governs your use of each applicable Software Product that you install, copy, or otherwise use. In the event of a conflict between the terms in this Agreement, and the terms in the EULA, the terms in the EULA will control with respect to your use of the applicable Software Product. PLEASE REVIEW THE EULA CAREFULLY BEFORE INSTALLING, ACTIVATING, OR OTHERWISE USING AN APPLICABLE SOFTWARE PRODUCT.

3. ACCOUNTS. In order to be a registered user of the Service and any Product, you must have or establish an account with Prophecy (“Account”) and complete Prophecy’s online registration process. Only one person may use an Account. The registered user of an Account may use the Account or may choose instead to permit a child of the registered user who is at least thirteen (13) years of age to use the Account. You are liable for all activities conducted through your Account, and parents or guardians are liable for all activities of their Minor child conducted through the Account. To create an Account, you

must select a login name and password. Your login name is your Prophecy online identity. You may not use a login name that is used by someone else, and your login name cannot be vulgar or otherwise offensive, or be used in any way that violates this Agreement, applicable law or another person's proprietary rights. You must provide truthful and accurate information when you create your Account. You are solely responsible for maintaining the confidentiality and security of your login name, password and Account. You should not reveal your Account information to anyone else or use anyone else's Account. You agree to immediately notify Prophecy of any unauthorized use of your Account or any other breach of security relating to the Service of which you are aware. Prophecy shall not be responsible for any damages, losses or expenses arising out of the unauthorized use of your Account. Your Account is subject to termination if you or anyone using your Account violates this Agreement. If your Account is terminated, you may not join the Service again without our express prior written permission. Those persons who have complete the required steps to establish and maintain their Account in good standing are sometimes referred to in this Agreement as "Members."

4. RESTRICTIONS ON USE. Your use of the Service is subject to the following restrictions and limitations. You agree that you will not, under any circumstances:

- (a) sell, sublicense, assign, rent, lease or sell your Account or password or otherwise authorize third persons to access your Account or use your password;
- (b) reverse engineer, decompile, disassemble, or otherwise derive source code from the Service or any Product or reduce the Service or any Product to a human-readable form, except to the extent that such actions are expressly permitted by applicable law;
- (c) copy, photocopy, or reproduce the Service or any Product, in whole or in part, unless expressly authorized by Prophecy;
- (d) modify, translate or create derivative works based on or utilizing the Service, any Products, or any portion thereof;
- (e) remove or tamper with any copyright or other proprietary notices contained in or relating to the Service, any Products, or any portion thereof;
- (f) use cheats, automation software (bots), hacks, mods or any unauthorized third-party technology, software, tools or content designed to modify the Service, any Products, or any portion thereof;
- (g) exploit the Service, any Products, or any portion thereof, for any commercial purpose, including without limitation, (i) use at a cyber cafe, computer gaming center or any other location-based site without the express written consent of Prophecy; (ii) for gathering in-game currency, items or resources for sale outside the Service or any Products; or (iii) performing in-game services in exchange for payment outside the Service or any Products (e.g., power-leveling and similar activities);
- (h) use any unauthorized third-party software that intercepts, "mines", or otherwise collects information from, within or through the Service or any Products, including without limitation, any software that reads areas of RAM used by the Service, or any Products to store information about a character, in-game item or the Service or Product environment; provided, however, that Prophecy may, in its sole discretion, allow the use of specified third party user interfaces;
- (i) modify, or allow or cause to be modified, any files that are a part of the Service or any Products in any way not expressly authorized by Prophecy in writing in each instance;

- (j) host, provide or develop matchmaking services for the Service or any Products or intercept, emulate or redirect the communication protocols used by Prophecy in any way, for any purpose, including without limitation, unauthorized play over the Internet, network play, or as part of content aggregation networks;
- (k) facilitate, create or maintain any unauthorized connection to the Service or any Products, including without limitation, (i) any connection to any unauthorized server that emulates, or attempts to emulate, the Service or any Products; or (ii) any connection using programs or tools not expressly approved by Prophecy in writing in each instance;
- (l) create any other software or content that incorporates the Service or any Products, or any portion thereof;
- (m) sell, grant a security interest in or transfer reproductions of the Service or any Products to other parties in any way not expressly authorized herein, or rent, lease or license the Service or Products, or your Account, to others;
- (n) violate any applicable law, rule or regulation in connection with your use of or access to the Service or any Products; or
- (o) disrupt or assist in the disruption of any computer or network used to host, maintain, support or provide the Service or any Products, or the game experience of any other user of the Service or player of any Products.

5. RULES OF CONDUCT.

- (a) Online conduct should be guided by common sense and basic etiquette. The laws that apply in the offline world must be obeyed online as well. We have zero tolerance for illegal behavior on or through the Service. You must also obey rules for use of third party tools, products and services, and rules of interactive service providers, and state, local and federal laws, or foreign or international laws where appropriate. We will terminate your Account and use of the Service and cooperate with law enforcement in the event of illegal behavior.
- (b) You agree that you will be personally responsible for your use of your Account and the Service and for all of your communications and activities on the Service or Products, including, without limitation, any content that you contribute.
- (c) The following list of prohibited conduct is for illustrative purposes only and is a non-exhaustive list of potential violations of this Agreement. You will be deemed to have violated this Agreement if you (or others using your Account) do any of the following:
 - Post, transmit, promote, or distribute content that is illegal;
 - Harass, threaten, embarrass, or do anything else to another Member or guest that is unwanted. This means: do not say bad things about them, do not keep sending them unwanted messages, do not attack their race, sexual orientation, religion, heritage, etc. If you disagree with someone, respond to the subject, not the person;
 - Transmit or facilitate distribution of content that is harmful, abusive, racially or ethnically offensive, vulgar, sexually explicit, defamatory, infringing, invasive of personal privacy or publicity rights, or in a reasonable person's view, objectionable. Hate speech is not tolerated;

- Disrupt the flow of chat in chat rooms with vulgar language, abusiveness, hitting the return key repeatedly or inputting large images so the screen goes by too fast to read, use of excessive shouting in an attempt to disturb other users, “spamming” or flooding (such as posting repetitive text);
 - Impersonate another person (including, without limitation, celebrities), indicate that you are a Prophecy employee or a representative of Prophecy, or attempt to mislead users by indicating that you represent Prophecy or any of Prophecy’s affiliates, vendors or licensors;
 - Attempt to get a password, other account information, or other private information from a Member or any other user of the Service or Products;
 - Upload any software or content that you do not own or have permission to freely distribute;
 - Promote or encourage any illegal activity including hacking, cracking or distribution of counterfeit software;.
 - Upload files that contain a virus or corrupted data;
 - Post messages for any purpose other than personal communication, including without limitation, advertising, promotional materials, chain letters, pyramid schemes, or make any commercial use of the Service or Products;
 - Improperly use game support or complaint buttons or make false reports to Prophecy personnel;
 - Use or distribute “auto” software programs, “macro” software programs or other “cheat utility” software program or applications;
 - Post or communicate any player’s real-world personal information through the Service or any Product;
 - Attempt to interfere with, hack into or decipher any transmissions to or from the servers running the Service;
 - Exploit any bug in the Service or in any Product to gain unfair advantage in game play or communicate the existence of any such bug (either directly or through public posting) to any other user of the Service or any Product;
 - Attempt to access or use a Product on or through any service that is not controlled or authorized by Prophecy or participate in any online service that provides online features or game play for a Product that is not authorized by Prophecy; or
 - Exploit the Service or Products for any commercial purpose.
- (d) The foregoing lists of prohibited conduct and restrictions on use are referred to herein, collectively, as “Rules of Conduct”. If you encounter another user of the Service who is violating any of the Rules of Conduct described above, please report them by sending in a ticket via our support portal at <https://www.prophecygames.com/support>. Any violation of the Rules of Conduct can subject your Account to immediate termination (or result in revocation of guest status, if you are a guest) and further legal action.

6. YOUR INFORMATION. The personal information you submit to Prophecy or that Prophecy collects in connection with your use of the Service and any Products is subject to Prophecy's Privacy Policy located [here](#) (the "Privacy Policy"). You should review the Privacy Policy prior to using the Service or any Products. If you create an Account or access the Service or any Products you agree to provide accurate, current and complete information required to register with the Service and establish an Account, and at other points as may be required in the course of using the Service or Products. When you connect to the Service, we may retrieve information from the computer used to log onto the Service about the computer's hardware system and any data related to the computer's operation of the Products. We will only collect personal information about you in accordance with the terms of our Privacy Policy.

7. ONLINE CONTENT. You understand that by accessing or using the Service or Products, you may encounter content that may be deemed mature, offensive, indecent or objectionable, which content may or may not be identified as having explicit language or adult themes, and which may be due to the content or your interactions with other users in the course of accessing or using the Service or Products. You agree that your access and use of the Service and Products, is at your sole risk and that Prophecy shall have no liability to you for content that may be found to be mature, offensive, indecent or objectionable. Most Product descriptions contain the applicable Entertainment Software Ratings Board rating, if any, and it is your responsibility to be sure that you understand the rating for any Product prior to purchase. Prophecy does not endorse, approve, or prescreen any content that you or other users post or communicate on the Service. To the maximum extent permitted by applicable law, Prophecy does not assume any responsibility or liability for content that is generated by Members or other guests on or through the Service. We reserve the right to remove any content that is objectionable to us for any reason. This determination is in our sole discretion, and is final. Prophecy does not assume any liability for any failure to remove, or any delay in removing, any content. If we have removed content that you created, we may send you a warning. If it is a serious offense or you have violated this Agreement before, we may ban you from participating in the Service and terminate your Account. You also acknowledge that the time that you spend using the Service or a Product is solely for entertainment purposes, and that no value can be attributed to the applicable time. In particular (but without limitation), you understand that no value can be attributed to the time that you may spend accumulating digital items or objects or developing content.

8. DIGITAL RIGHTS MANAGEMENT AND USAGE RULES. You understand that the Service and Products purchased through the Service may include a security framework using third party digital rights management technology ("DRM") that protects digital information and limits your use of the Service or Products to certain usage rules established by Prophecy and/or its third party licensors or providers ("Usage Rules"). The DRM may be an inseparable part of a Product, or a separate software component installed directly to a different section of your hard drive when installing the applicable Product. By purchasing any Product through the Service you are consenting to any applicable installation and continued presence of the DRM on your computer and agreeing to its operation related to the Usage Rules. This may involve the communication between your computer and the systems involved in regulating the Usage Rules. These Usage Rules may limit, among other things, the number of machines on which each Product may be activated or your ability to make copies of each Product. The DRM technology is licensed or provided to Prophecy by third parties, and Prophecy shall have no responsibility or liability to you for any issues you experience due to applicable DRM technology. The Usage Rules are subject to change at any time and Prophecy makes no promises regarding your ongoing ability to activate Products. You agree to comply with applicable Usage Rules, and to not attempt to, or assist another person to, circumvent, reverse-engineer, decompile, disassemble, or otherwise tamper with any of the security components related to applicable Usage Rules for any reason whatsoever. If you live in a jurisdiction in which any of the foregoing activities is not be prohibited by applicable law, you agree to notify Prophecy prior to engaging in any of these activities, and Prophecy will have the right to terminate this Agreement effective immediately upon notice. Usage Rules may be controlled and monitored by

Prophecy and/or its third party licensors or providers for compliance purposes, and Prophecy reserves the right, for and on behalf of itself and such third parties, to enforce the Usage Rules with or without notice to you.

9. PAYMENT AND DELIVERY. If you purchase a Product through the Service, the following terms and conditions shall apply.

- (a) The total price you will be required to pay will include the price of the Product plus any applicable sales, value added taxes or use taxes in effect at the time of purchase, based on the billing address you provide. Prophecy reserves the right to change prices and availability of Products at any time, and does not provide price protection or refunds in the event of a price drop or promotional offering. You will not be entitled to any refund for price drops or promotional offerings occurring after the time of your purchase. Failure on Prophecy's part to invoice you for any applicable sales, value added taxes, use taxes, or other taxes does not relieve you of the liability to pay the applicable taxes, and you must pay to the applicable taxing authority any applicable taxes which may be due as a result of your purchase through the Service.
- (b) Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. Prophecy reserves the right at any time after receipt of your order to accept or decline your order for any reason. We may require additional verification or information before accepting any order.
- (c) The Service accepts the payment methods specified on the purchase page at the time you place an order for a Product. If a credit card is being used for a purchase, Prophecy, through its third party provider, obtains a pre-approval from the credit card company for the amount of the order. You agree to pay for all Products you purchase through the Service, and that Prophecy may charge your chosen payment method for any Products purchased, and for any additional amounts (including any taxes and late fees, as applicable) as may be accrued by or in connection with your Account. **YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL FEES AND FOR PROVIDING PROPHECY WITH VALID PAYMENT METHOD INFORMATION FOR PAYMENT OF ALL FEES.** All fees will be billed to the payment method you designate during the checkout process. Billing to your selected payment method occurs at the time of purchase. If you use the services of a third party payment method provider such as PayPal, you will be bound by that third party's terms and conditions, which are available on that third party's website. You also may be required to create an account with the applicable third party payment provider and to provide that third party payment provider with your credit card or other details. If you want to designate a different payment method or credit card or if there is a change in status of your payment method, you must change your information online on the "my account" page of the Service. Prophecy reserves the right to change the payment methods offered through the Service at any time.
- (d) Your use of the Service includes the ability to enter into agreements and/or to make purchases electronically. **YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY APPLICABLE AGREEMENTS AND TO PAY FOR PURCHASES YOU MAKE THROUGH THE SERVICE. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON OR THROUGH THE SERVICE, INCLUDING WITHOUT LIMITATION, NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS.**

- (e) On occasion, technical problems may delay, interrupt or prevent the download or activation of a Product. Your exclusive and sole remedy with respect to any Product that is not downloadable or able to be activated within a reasonable period will be either replacement of the applicable Product, or a credit or refund of the purchase price paid for the applicable Product, as determined by Prophecy. Prophecy shall have no liability for issues encountered with downloading, activating or using Products due to factors beyond its control, including your computer's performance and the speed of your Internet connection. In some cases, certain Products may be "pre-ordered," meaning you will have the opportunity to purchase an applicable Product prior to its release, and you will have the right to access the applicable Product upon its release. You understand that in some instances Product release dates may be delayed and that release dates and times posted on the Service are only estimates, and you will not be entitled to any refund for a delayed release date. For pre-orders, a portion or all of the Product software may be downloaded onto your computer prior to the release date, though the Product cannot be activated or played until the release date. Prophecy may provide you with the option to have the applicable Product software automatically loaded to your computer, and by choosing this option you consent to Prophecy's monitoring your computer's latency for the purpose of effecting the applicable download. Our obligation to deliver any Product to you shall be complete at the time when and place where you first receive the information necessary to commence download of the applicable Product. In all circumstances it is your responsibility to ensure that the Product is correctly and completely installed on your computer or device. Once a Product is purchased and you the Product is within your control, it is your responsibility to keep the Product from being damaged or destroyed, and Prophecy shall not have any liability to you in the event of any loss, damage or destruction. Prophecy encourages all its users to appropriately back up the Product files and any other elements associated with the Products (such as key information).
- (f) You understand that nothing in this Agreement entitles you to any future updates, versions or enhancements to any Product (although Prophecy may offer applicable updates, versions or enhancements in its sole discretion). The Service is not part of any other product or offering, and no purchase or obtaining of any other product shall be construed to represent or guarantee you access to the Service.
- (g) For assistance with inquires about your order or for other billing questions, please refer to our support page located at <https://www.prophecygames.com/support>.

10. REFUNDS. Please note that certain terms, conditions, and restrictions apply to the sale of a Product on-line through the Service that might not otherwise apply to the sale of physical goods. If you purchase a Product through the Service, no refunds will be issued if you are unable to use or access the Product because your computer or device does not meet the minimum Product requirements or due to your dissatisfaction with the Product. Refunds or credits may be issued solely in Prophecy's discretion. Refunds may be offered with respect to sales of a Product by Prophecy on-line or through the Service only if each of the following conditions is met:

- The Product has NOT been activated;
- The Product activation key has NOT been disclosed to you by email, webpage or otherwise;
- Your request for a refund or credit is made within 48 hours from the time you purchase the Product; and
- Prophecy finds your request to be reasonable due to special circumstances.

NO REFUNDS OR CREDITS WILL BE OFFERED WHERE THE PRODUCT KEY HAS BEEN SENT BY EMAIL, WEBPAGE OR OTHERWISE, OR IF A PRODUCT HAS BEEN ACTIVATED. ALL SUCH SALES ARE FINAL.

If you feel you qualify for a refund please refer to our support page located at <https://www.prophecygames.com/support>.

11. SPECIAL NOTICE FOR EU CUSTOMERS. If you reside in the European Union and you purchase a Product, the Consumer Protection (Distance Selling) Regulations 2000, as amended, may apply to you and may provide you with the right to withdraw from your purchase of the Product within fourteen (14) calendar days, commencing on the date after you purchase the Product (the “Withdrawal Period”). You will lose this right of withdrawal if you begin downloading the Product or if Prophecy begins the performance of services (including the activation of the Product or the provision of an activation key to you) prior to the end of the Withdrawal Period. Our services will commence immediately after you have received a purchase confirmation email. To withdraw from your purchase of the Product during the Withdrawal Period, please refer to our support page located at <https://www.prophecygames.com/support>. Upon withdrawal during the Withdrawal Period in accordance with this policy, we will provide you with a refund for your purchase.

12. PUBLIC COMMUNICATIONS. You acknowledge and agree that your communications with other users via chats, conferences, bulletin boards, and any other avenues of communication in public areas or with other users on or through the Service and Products (“Public Forums”) are public and not private communications, and that you have no expectation of privacy when you post in a Public Forum. You acknowledge that personal information that you communicate on or through Public Forms may be seen and used by others and result in unsolicited communications. Therefore, we strongly encourage you not to disclose any personal information about yourself in Public Forms. Prophecy is not responsible for information that you choose to communicate to other users of the Service or Products, or for the actions of other users.

13. OUR RIGHT TO MANAGE THE SERVICE.

- (a) We reserve the right, but do not undertake the obligation to: (i) monitor or review the Service for violations of this Agreement and for compliance with our policies; (ii) report to law enforcement authorities and/or take legal action against anyone who violates this Agreement; (iii) refuse, restrict access to or the availability of, or remove, delete, edit or disable (to the extent technologically feasible) any Products, content, or other materials comprising a part of or sold through the Service at any time without notice; (iv) manage the Service in a manner designed to protect our and third parties’ rights and property or to facilitate the proper functioning of the Service and the Products; and/or (v) terminate or block you your use of the Service or any Products for violating this Agreement. In the event that Prophecy changes any part of the Service or Products or discontinues the Service or Products, you acknowledge that you may no longer be able to use Service and/or Products to the same extent as prior to such change or discontinuation, and that Prophecy shall have no liability to you in such case.
- (b) WITHOUT LIMITING ANY OTHER PROVISION OF THIS AGREEMENT OR ANY REMEDY WE MAY HAVE UNDER LAW OR IN EQUITY, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION, AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICE AND ANY PRODUCTS TO ANY PERSON FOR ANY REASON OR FOR NO REASON AT ALL, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THIS AGREEMENT, OR OF ANY APPLICABLE LAW OR REGULATION .

14. PROPRIETARY RIGHTS; COPYRIGHTS AND TRADEMARKS.

- (a) Except for User Contributions (as defined below), content available on the Service or through the Products is owned by Prophecy or our third party licensors, and is protected by copyrights, trademarks and other intellectual property rights. You shall not copy, transmit, modify, distribute, show in public or in private, modify or create any derivative works from the content you find on the Service or Products, unless Prophecy expressly authorizes you to do so in advance and in writing. Making unauthorized copies of any content found on the Service or Products can lead to the termination of your Account (or revocation of guest status, if you are a guest) and may subject you to further legal action. Similarly, other content owners may take criminal or civil action against you.
- (b) The Service and Products may include means by which you may create or contribute content and comments in connection with your use of the Service and Products (“User Contributions”). In exchange for your right to use the Service and Products for these purposes, to the fullest extent permitted by applicable law, by creating or contributing any User Contributions you automatically grant Prophecy an unlimited, perpetual, worldwide, royalty-free, irrevocable, sublicensable, transferable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, sub-license, create derivative works from, transmit, broadcast and otherwise distribute, and publicly perform and display your User Contributions or incorporate your User Contributions into any form, medium, or technology now known or later developed throughout the universe, and agree that Prophecy shall be entitled to unrestricted use of the User Contributions for any purpose whatsoever, commercial or otherwise, without compensation (but subject to applicable local legislation), notice or attribution. You waive and agree not to assert against Prophecy or any of its partners, affiliates, subsidiaries or licensees, any moral or similar rights you may have in any of your User Contributions. To the extent the Service or Products permit other users to access and use your User Contributions, you also grant applicable users the right to use, copy, modify, display, perform, create derivative works from, and otherwise communicate and distribute your User Contributions on or through the Service and Products without further notice, attribution or compensation to you. Prophecy reserves the right (but has no obligation) to remove, block, edit, move, or disable User Contributions for any reason in Prophecy’s sole discretion.
- (c) Prophecy respects the intellectual property rights of others. You may not upload or post on or through the Service any User Contributions protected by copyright, trademark or other intellectual property rights (the “Intellectual Property Rights”) unless (i) you are the owner of the Intellectual Property Rights; or (ii) you have the prior written consent of the owner(s) of the Intellectual Property Rights to make use of the applicable User Contribution. You hereby represent and warrant to Prophecy that you own all necessary and required right, title and interest in and to any and all User Contributions that you post or upload to the Service or Products sufficient to allow for applicable posting or uploading (as applicable) and sufficient to grant the rights and licenses granted by you to Prophecy pursuant to this Agreement. Prophecy may, without prior notice to you, remove from the Service or Products any content that Prophecy, in its sole discretion, believes may infringe upon, or otherwise violate, the Intellectual Property Rights of a third party. If you infringe or violate a third party’s Intellectual Property Rights, Prophecy may immediately terminate your Account without prior notice to you. If your Account is terminated, no refund will be granted, and you will lose access to everything associated with your Account (including, without limitation, points, characters and virtual items and property). If you are a copyright owner and you believe that any content posted on the Service infringes your rights, you may submit a written notification to us in accordance with our DMCA Policy set forth below.

- (d) If you send Prophecy any feedback or suggestions regarding the Service or Products, you grant Prophecy an unlimited, irrevocable, perpetual, worldwide, sublicensable, transferable, royalty-free right and license to use any such feedback or suggestions for any purpose without any obligation or compensation to you.

15. DMCA POLICY.

- (a) DMCA Notifications. If you believe any content available on or through the Service infringes one or more of your copyrights, please send a notification (a “DMCA Notification”) including all of the information described below, to our DMCA Agent by mail or email using the contact information provided below. We will in our discretion remove or disable access to the content complained of, and in appropriate circumstances, terminate the access rights of repeat infringers. In addition, we will send a copy of the DMCA Notification to the affected user, who may submit a counter notification as described in Section 15(b) below (a “DMCA Counter Notification”) that could result in our restoring content removed in response to a DMCA Notification. You may send a DMCA Notification to our DMCA Agent at:

Prophecy Games Inc.	
	Attn: Legal Department Legal Department Prophecy Games, Inc., 3925 Brookside Parkway, Suite 400 Alpharetta, Georgia 30022 Email: info@prophecygames.com

All DMCA Notifications must include the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of the works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material (such as a URL for the webpage for where the material is posted).
- Information reasonably sufficient to permit us to contact you, such as your address, telephone number, and email address.
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information set forth in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please be advised that under Section 512(f) of the Digital Millennium Copyright Act you may be held liable for damages and attorneys' fees if you make material misrepresentations in a DMCA Notification.

(b) DMCA Counter Notifications from Users. If you receive a DMCA Notification because your content is claimed to infringe a copyright, but you believe in good faith that your content is not infringing or that you have authorization to use the material, you may respond to the DMCA Notification by sending a DMCA Counter Notification to our DMCA Agent (whose contact information is provided above) that includes:

- Your physical or electronic signature;
- 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 access to it was disabled (such as a URL for the webpage for where the material is posted);
- A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a United States District Court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in County of Fulton, State of Georgia, United States of America and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

If you submit a DMCA Counter Notification, a copy of the DMCA Counter Notification, including your name and contact information, will be sent to the copyright owner or person who provided the DMCA notification.

Please note that sending a DMCA Counter Notification may not result in your content being restored to the Service if the copyright owner chooses to file suit against you within ten (10) business days of receiving the applicable DMCA Counter Notification.

16. EXPORT CONTROLS. The Service and Products may not be re-exported, downloaded, or otherwise exported into (or to a national or resident of) any country to which the United States has embargoed goods, or to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Denial Orders. You represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any applicable list. You further agree not to upload to the Service or any Product any data, software or content that cannot be exported without prior written government authorization, including, without limitation, certain types of encryption software. The assurances and commitments in this Section shall survive termination of this Agreement.

17. LINKS TO THIRD PARTY SITES. The Service may include hypertext links to websites operated by parties other than Prophecy including, without limitation, advertisers and other content and service providers ("Third Party Sites"). Those Third Party Sites may collect data or solicit personal information from you. Prophecy does not control these Third Party Sites, and is not responsible for their content, privacy policies, or for the collection, use or disclosure of any information those Third Party Sites may collect. **THIS AGREEMENT DOES NOT APPLY TO THIRD PARTY SITES. BEFORE**

VISITING A THIRD PARTY SITE THROUGH LINKS OR OTHER MEANS PROVIDED ON OR THROUGH THE SERVICE, YOU SHOULD REVIEW THE THIRD PARTY SITE'S TERMS AND CONDITIONS AND PRIVACY POLICY, AND INFORM YOURSELF OF THE REGULATIONS, POLICIES AND PRACTICES OF THESE THIRD PARTY SITES.

18. PATCHES. Prophecy, or its third party vendors, may deploy or provide patches, updates, and modifications to the Service or Products that must be installed for you to continue to access and use the Service and Products. Prophecy, or its third party vendors, may update the Service or Products remotely, without the knowledge of the user, and you hereby grant to Prophecy your consent to deploy and apply these patches, updates, and modifications.

19. BETA TESTS. You may be given the opportunity to beta test new games and features of the Service and Products. Your participation as a beta tester shall be subject to the terms and conditions of the applicable beta test agreement that you enter into with Prophecy prior to accessing these new games and/or features, as applicable.

20. NEWSLETTERS, CONTESTS AND SWEEPSTAKES. By subscribing to our newsletter(s), subscribers understand they may be entered into future contests and sweepstakes for subscribers as long as they meet the applicable eligibility requirements. The rules and conditions of those contests and sweepstakes will be provided at the time of entry. You must agree to the applicable rules and conditions in order to be entered into an applicable contest or sweepstakes.

21. TERMINATION. This Agreement is effective until terminated. If you have purchased a Product and set up an Account, you may terminate this Agreement at any time by (a) terminating your Account; (b) removing each Product completely from each computer or applicable hardware device on which you have installed the Product; and (c) notifying Prophecy of your intention to terminate this Agreement. Prophecy may terminate and permanently disqualify any Member who, in its sole discretion, determines is in breach of, or has breached, this Agreement. All decisions by Prophecy are final. In the event you terminate this Agreement or Prophecy terminates this Agreement for your breach, you forfeit all rights to any and all payments you have made prior to the date of termination in respect of your Account and or for access to or use of the Service. You expressly waive and relinquish any right to a refund of amounts paid or pre-paid by you or on your behalf prior to any applicable termination. Upon termination for any reason, all licenses granted to you in this Agreement shall immediately terminate and you must immediately stop using the Service and remove each Product completely from each computer or applicable hardware device on which you have installed the Product.

22. WARRANTY DISCLAIMER.

YOUR USE OF THE SERVICE AND PRODUCTS IS AT YOUR SOLE RISK. THE INFORMATION, MATERIALS AND SERVICES PROVIDED ON OR THROUGH THE SERVICE AND PRODUCTS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. NEITHER PROPHECY, NOR ANY OF ITS PARENT, SUBSIDIARIES, OR AFFILIATES WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION, MATERIALS OR SERVICES PROVIDED ON OR THROUGH THE SERVICE OR PRODUCTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM PROPHECY OR THROUGH THE SERVICE OR PRODUCTS WILL CREATE ANY WARRANTY, EXPRESS OR IMPLIED, NOT EXPRESSLY MADE IN THIS AGREEMENT.

WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, TIMELINESS OR COMPLETENESS OF THE SERVICE OR PRODUCTS OR ANY CONTENT, MATERIAL OR ITEMS ON THE SERVICE OR PRODUCTS OR LINKED TO BY THE SERVICE OR PRODUCTS. WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES OR INACCURACIES OF CONTENT, MATERIAL OR ITEMS (FOR CLARITY, ON OR OFF THE SERVICE OR PRODUCTS), (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICE OR PRODUCTS, (C) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED ON THE SERVICE OR PRODUCTS, (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE OR PRODUCTS, (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICE AND PRODUCTS BY ANY THIRD PARTY, AND/OR (F) ANY ERRORS OR OMISSIONS IN ANY CONTENT, MATERIAL OR ITEMS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT, MATERIAL OR ITEMS TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE OR PRODUCTS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

23. LIMITATION OF LIABILITY.

IN NO EVENT SHALL PROPHECY OR ITS PARENT, SUBSIDIARIES, AFFILIATES, PARTNERS, LICENSORS OR VENDORS BE LIABLE IN ANY WAY TO YOU OR ANY OTHER PERSON FOR ANY LOSS OR DAMAGE OF ANY KIND ARISING OUT OF YOUR USE OF SERVICE OR ANY PRODUCT, INCLUDING WITHOUT LIMITATION, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER DAMAGES OR LOSSES. FURTHER, IN NO EVENT SHALL PROPHECY OR ITS PARENT, SUBSIDIARIES, AFFILIATES, PARTNERS, LICENSORS OR VENDORS BE LIABLE IN ANY WAY FOR ANY LOSS OR DAMAGE TO PLAYER CHARACTERS, VIRTUAL GOODS (E.G., SUITS, WEAPONS, FLAIR, DYES, ETC.) OR CURRENCY, ACCOUNTS, STATISTICS, OR USER STANDINGS, RANKS, OR PROFILE INFORMATION STORED BY THE SERVICE OR PRODUCTS. PROPHECY SHALL NOT BE RESPONSIBLE FOR ANY INTERRUPTIONS OF SERVICE, INCLUDING WITHOUT LIMITATION, ISP DISRUPTIONS, SOFTWARE OR HARDWARE FAILURES, OR ANY OTHER EVENT WHICH MAY RESULT IN A LOSS OF DATA OR DISRUPTION OF SERVICE. IN NO EVENT WILL PROPHECY BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES. IN NO EVENT SHALL PROPHECY'S LIABILITY, OR THE LIABILITY OF ITS PARENT, SUBSIDIARIES, AFFILIATES, PARTNERS, LICENSORS OR VENDORS, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED IN THE AGGREGATE THE TOTAL FEES PAID BY YOU TO PROPHECY DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO THE TIME THE APPLICABLE CLAIM AROSE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

24. INDEMNITY. You hereby agree to defend, indemnify and hold Prophecy and its parent, subsidiaries, affiliates, licensors and vendors harmless from and against any claim, liability, loss, injury, damage, cost or expense (including reasonable attorneys' fees) incurred by Prophecy arising out of or

related to your use of the Service or any Product, your User Contributions, your violation of the terms of this Agreement, and/or your violation of applicable law. **You will not be required to indemnify and hold us harmless from and against any applicable claims or demands to the extent resulting from Prophecy’s own negligent conduct.**

25. EQUITABLE REMEDIES. You hereby agree that Prophecy would be irreparably damaged if the terms of this Agreement were not specifically enforced, and therefore you agree that Prophecy shall be entitled, without bond or other security or proof of damages, to appropriate equitable remedies in any court of competent jurisdiction with respect to any breach of this Agreement, which equitable remedies shall be in addition to other remedies as Prophecy may otherwise have available under applicable law.

26. DISPUTE RESOLUTION; ARBITRATION AGREEMENT; GOVERNING LAW .

Please Read This Following Clause Carefully – It May Significantly Affect Your Legal Rights, Including Your Right to File a Lawsuit in Court

- (a) To expedite resolution and control the cost of any dispute, controversy or claim related to this Agreement (“**Dispute**”), you and Prophecy agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) calendar days before initiating any arbitration or court proceeding. Such informal negotiations commence upon written notice from one party to the other. Prophecy will send its notice to your billing address and email you a copy to the email address you have provided to Prophecy. You will send your notice to Prophecy Games, Inc., 3925 Brookside Parkway, Suite 400, Alpharetta, Georgia 30022, Attention: Legal Department, or to such other address or person as Prophecy may hereafter direct.
- (b) If you and Prophecy are unable to resolve a Dispute through informal negotiations, either you or Prophecy may elect to have the Dispute (except those Disputes expressly excluded below) finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. **YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.** The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association (“**AAA**”) and, where appropriate, the AAA’s Supplementary Procedures for Consumer Related Disputes (“**AAA Consumer Rules**”), both of which are available at the AAA website www.adr.org. The determination of whether a Dispute is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided in this Agreement, you and Prophecy may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.
- (c) You and Prophecy agree that any arbitration shall be limited to the Dispute between Prophecy and you individually. To the fullest extent permitted by law, (i) no arbitration shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

- (d) You and Prophecy agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (i) any Disputes seeking to enforce or protect, or concerning the validity of, any of your or Prophecy's intellectual property rights; (ii) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (iii) any claim for injunctive relief.
- (e) Notwithstanding the parties' agreement to resolve all disputes through arbitration, either party may seek relief in a court of law for a claim arising under California's Private Attorneys General Act.
- (f) You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth in Sections 26(b) and 26(c) by sending written notice of your decision to opt-out by emailing us at info@prophecygames.com. The notice must be sent within thirty (30) days of your initial use of the Service, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those sections. If you opt-out of these arbitration provisions, we also will not be bound by them.
- (g) Any arbitration shall be initiated in the County of Fulton, State of Georgia, United States of America. Any Dispute not subject to arbitration (other than claims proceeding in any small claims court), or where an election not to arbitrate has been made, shall be decided by a court of competent jurisdiction within the County of Fulton, State of Georgia, United States of America, and you and Prophecy agree to submit to the personal jurisdiction of that court.
- (h) Except as otherwise set forth herein, this Agreement shall be governed by, and will be construed under, the laws of the United States of America and the laws of the State of Georgia, United States of America, without regard to choice of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. For any customer who accesses the Service from, and is a resident of, Canada, Australia, Singapore or New Zealand, other laws may apply if you choose not to agree to arbitrate as set forth above; provided, however, that such laws shall affect this Agreement only to the extent required by such jurisdiction. In such a case, this Agreement shall be interpreted to give maximum effect to the terms and conditions hereof. If you access the Service from New Zealand, and are a resident of New Zealand, The New Zealand Consumer Guarantees Act of 1993 ("New Zealand Act") may apply to the Service as supplied by Prophecy to you. If the New Zealand Act applies, then notwithstanding any other provision in this Agreement, you may have rights or remedies as set out in the New Zealand Act which may apply in addition to, or, to the extent that they are inconsistent, instead of, the rights or remedies set out in this Agreement. Those who choose to access the Service from locations outside of the United States, Canada, Australia, Singapore, or New Zealand do so on their own initiative and are responsible for compliance with local laws if and to the extent local laws are applicable.
- (i) You and Prophecy agree that if any portion of this Section 26 is found illegal or unenforceable (except any portion of Section 26(d)) that portion shall be severed and the remainder of the applicable section shall be given full force and effect. If Section 26(d) is found to be illegal or unenforceable then neither you nor Prophecy will elect to arbitrate any Dispute falling within that portion of Section 26(d) found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the County of Fulton, State of Georgia, United States of America, and you and Prophecy agree to submit to the personal jurisdiction of that court.

27. NOTICE TO CALIFORNIA USERS. Under California Civil Code Section 1789.3, users located in California are entitled to the following consumer rights notice: If a user has a question or

complaint regarding the Service, please send an email to info@prophecygames.com. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at +1 (916) 445-1254 or +1 (800) 952-5210.

28. INDEPENDENT CONTRACTORS. Nothing in this Agreement shall be deemed to create an agency, partnership, joint venture, employer-employee or franchisor-franchisee relationship of any kind between us and any user.

29. NO WAIVER. Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of the applicable right or provision.

30. SEVERABILITY. If any provision or part of a provision of this Agreement is unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

31. ASSIGNMENT. We may assign our rights under this Agreement without your approval and with or without notice to you.

32. NO MODIFICATIONS BY OUR EMPLOYEES. If any of our employees offers to modify the terms of this Agreement, he or she is not acting as an agent for us or speaking on our behalf. You may not rely, and should not act in reliance on, any statement or communication from our employees or anyone else purporting to act on our behalf.

33. CONTACT INFORMATION. If you have any questions about this Agreement, the Service, or the Products, please contact us at info@prophecygames.com.