

IMPORTANT NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN SECTION 3 BELOW.

Last Revised: _____ 11/2 _____, 2017

TERMS OF USE AND SERVICE AGREEMENT

Welcome and thank you for visiting our network of websites and applications, which includes without limitation overwatchleague.com and any other website or application on which this Terms of Use and Service Agreement appears (each a “**Website**”). Our Websites are interactive online services operated by The Overwatch League, LLC, a Delaware limited liability company, and The Overwatch League B.V., a Netherlands *besloten vennootschap* (together, “**Overwatch League**” or “**OWL**”). We are glad you have decided to join our community, and we look forward to your involvement with our Websites. This terms of use and service agreement (“**Agreement**”) applies to all of our Websites and all other services offered by OWL (collectively, the “**OWL Service**”). Certain services offered by OWL may be subject to separate terms of use, in which case, we will let you know what terms will apply to those services.

OWL knows that the privacy of your personal information is important to you. For more information about OWL’s data protection practices, please read our [Privacy Policy](#), which for residents in North America is incorporated by reference into this Agreement and made part of this Agreement. The Privacy Policy explains how OWL processes your personal information, and protects your privacy, when you use the OWL Service. Your access to and use of the OWL Service shall be subject to OWL’s Privacy Policy, and if you are a resident in North America, your agreement to the policies and practices set forth therein.

FOR RESIDENTS IN NORTH AMERICA ONLY: Subject to any applicable restrictions and requirements, the OWL Service is made available to individuals aged 13 or older. If you are aged 13 but under 18 years of age, you and your parent or guardian must review this Agreement and our [Privacy Policy](#) together. Parents/ guardians are jointly and severally liable for all acts (including for purchases and payments) and omissions of their children aged under 18 years when using the OWL Service. OWL recommends that parents and guardians familiarize themselves with parental controls available on devices they provide to their child and accompany their child if aged under 13 years of age when online. Additionally, some of the content on the OWL Service may not be appropriate for individuals under 18 years of age.

FOR RESIDENTS OUTSIDE NORTH AMERICA: If you are under the age of eighteen (18), please ask your parent or legal guardian to read and accept this Agreement on your behalf before you use the OWL Service. If you (or, if applicable, your parent or guardian) do not agree to this Agreement, then you must not use or access the OWL Service. You represent and warrant that you are a “natural person” who is over the age of eighteen (18) or whose parent or guardian has accepted and agreed to this Agreement. Additionally, some of the content on the OWL Service may not be appropriate for individuals under 18 years of age.

PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT FOR THE OWL SERVICE IS A BINDING, LEGAL CONTRACT BETWEEN YOU AND OWL. BY REGISTERING FOR, ACCESSING, BROWSING OR USING THE OWL SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE TERMS CONTAINED IN THIS AGREEMENT. BY ACCESSING, BROWSING OR OTHERWISE USING ANY PART OF THE OWL SERVICE, YOU ACCEPT, WITHOUT QUALIFICATION OR LIMITATION, THIS AGREEMENT AND THE TERMS CONTAINED IN THIS AGREEMENT. IF AT ANY TIME YOU DO NOT AGREE TO THE TERMS CONTAINED IN THIS AGREEMENT, YOU MAY NOT USE THE OWL SERVICE, AND ACCORDINGLY, MUST IMMEDIATELY TERMINATE YOUR USE OF

THE OWL SERVICE. IF YOU REJECT THIS AGREEMENT OR OWL'S PRIVACY POLICY, YOUR RETURN RIGHTS IN RELATION TO THE OWL SERVICE ARE GOVERNED BY YOUR STATUTORY RIGHTS IN YOUR COUNTRY. NOTHING IN THIS PARAGRAPH SHALL AFFECT YOUR STATUTORY RIGHTS.

1. General:

(a) OWL may at any time change or discontinue any aspect or feature of the OWL Service, including, but not limited to, content, hours of availability, and equipment needed for access or use.

(b) When using the OWL Service, you may be subject to additional posted policies, guidelines or rules applicable to specific services and features which may be posted online and notified to you from time to time (the "**Policies**"). All Policies are hereby incorporated by reference into this Agreement and made part of this Agreement, except for the Privacy Policy for residents outside North America.

2. Changed Terms: OWL reserves the right, at any time and at our sole discretion, to change or modify this Agreement and/or the terms and conditions applicable to your use of the OWL Service, or any part thereof, or to impose new terms, including, but not limited to, adding fees and charges for use. Except for Section 3 (Arbitration and Class Action Waiver) below, such changes, modifications, additions or deletions will be effective immediately upon notice thereof, which may be given by any means, including, but not limited to, posting a notice on the Website, updating the date of this Agreement above, by electronic or conventional mail, or by any other means by which you obtain notice thereof. You should periodically check this webpage for any changes to this Agreement. Any continued use of the OWL Service by you after the posting of any such notice will be deemed to constitute your binding acceptance of any such changes, modifications, additions or deletions. If any modification, change, addition or deletion to these terms and conditions is not acceptable to you, your only recourse is to terminate this Agreement and refrain from using and accessing the OWL Service.

3. BINDING ARBITRATION AND CLASS ACTION WAIVER:

READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

These BINDING ARBITRATION AND CLASS ACTION WAIVER provisions apply to you if you are domiciled in and/or use the OWL Service in the United States. These provisions may also apply to you if you are domiciled in and/or use the OWL Service from outside the United States. See JURISDICTION AND APPLICABLE LAW below for details.

Initial Dispute Resolution: OWL's Customer Support department is available to address any concerns you may have regarding the OWL Service. Most concerns are quickly resolved in this manner to our customers' satisfaction. The parties shall use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations which shall be a precondition to either party initiating a lawsuit or arbitration.

Binding Arbitration: If the parties do not reach an agreed upon solution within a period of 30 days from the time informal dispute resolution is pursued pursuant to the paragraph above, then either party may initiate binding arbitration as the sole means to formally resolve claims, subject to the terms set forth below. Specifically, all claims arising out of or relating to this Agreement (including its interpretation, formation, performance and breach), the parties' relationship with each other and/or your use of the OWL Service shall be finally settled by binding arbitration administered by JAMS in accordance with the

provisions of its Comprehensive Arbitration Rules or Streamlined Arbitrations Rules, as appropriate, excluding any rules or procedures governing or permitting class actions. This arbitration provision is made pursuant to a transaction involving interstate commerce, and the Federal Arbitration Act (the "FAA") shall apply to the interpretation, applicability, enforceability and formation of this Agreement notwithstanding any other choice of law provision contained in this Agreement. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of this Agreement, including without limitation any claim that all or any part of this Agreement is void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

The JAMS Rules governing the arbitration may be accessed at <http://www.jamsadr.com/> or by calling JAMS at (800) 352-5267. Your arbitration fees and your share of arbitrator compensation shall be governed by the JAMS Comprehensive Arbitration Rules and, to the extent applicable, the Consumer Minimum Standards, including the then-current limit on arbitration filing fees. To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, OWL will pay the additional cost. The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

Location: If you are a resident of the United States, arbitration will take place at any reasonable location within the United States convenient for you. For residents outside the United States, arbitration shall be initiated in Los Angeles County, California, and you and OWL agree to submit to the personal jurisdiction of any federal or state court in Los Angeles County, California, in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

Class Action Waiver: The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND OWL AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

Exception - Litigation of Intellectual Property and Small Claims Court Claims: Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring an action in state or federal court that only asserts claims for patent infringement or invalidity, copyright infringement, moral rights violations, trademark infringement, and/or trade secret misappropriation, but not, for clarity, claims related to the license granted to you for the OWL Service under this Agreement. Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

30 Day Right to Opt Out: You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth in the "Binding Arbitration," "Location," and "Class Action Waiver" paragraphs above by sending written notice of your decision to opt-out to the following address: The Overwatch League, LLC, Attention: Legal, One Blizzard Way, Irvine, CA 92618. The notice must be sent within 30 days of purchasing the OWL Service (or if no purchase was made, then within 30 days of the date on which you first access or use the OWL Service and agree to these terms); otherwise you shall be

bound to arbitrate disputes in accordance with the terms of those paragraphs. If you opt-out of these arbitration provisions, OWL also will not be bound by them.

Changes to this Section: OWL will provide 60-days' notice of any changes to this Section. Changes will become effective on the 60th day and will apply prospectively only to any claims arising after the 60th day.

4. Jurisdiction and Applicable Law:

The OWL Service is made available subject to the terms of this Agreement. If you use the OWL Service from:

A. For residents in the United States, Mexico, or Canada, then any claims arising out of this Agreement (including interpretation, claims for breach, and all other claims (including consumer protection, unfair competition, and tort claims)) will be subject to the laws of the State of Delaware, without reference to conflict of laws principles. If any court or arbitrator determines that the "Class Action Waiver" paragraph set forth above is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then any and all claims arising out of this Agreement (including interpretation, claims for breach, and all other claims (including consumer protection, unfair competition, and tort claims)) shall be decided under the laws of the state where you were a citizen at the time you obtained or bought the OWL Service that was subject to this Agreement. In addition, you and we irrevocably consent to the exclusive jurisdiction and venue of state or federal courts in Los Angeles County, California to resolve any claims that are subject to exceptions to the arbitration agreement described in BINDING ARBITRATION AND CLASS ACTION WAIVER above, or otherwise determined not to be arbitrable.

B. For residents in Europe and the European Union, then the laws of England and Wales govern the interpretation of this Agreement and apply to claims for breach of it, without reference to conflict of laws principles. All other claims, including claims regarding consumer protection laws, unfair competition laws, data protection and privacy laws and regulations, and in tort, will be subject to the laws of the European Union country (e.g., the United Kingdom, the French Republic, or the Federal Republic of Germany) in which you use the OWL Service. In addition, with respect to jurisdiction, in respect to interpretation of this Agreement and claims for breach of it, to the extent permitted by applicable law, you agree to the jurisdiction of the English courts and for all other claims, you may choose either the courts of the country (e.g., the United Kingdom, the French Republic, or the Federal Republic of Germany) in which you use the OWL Service, or in the alternative the courts of England and Wales or other court as applicable under the Brussels Regulation EC 44/2001.

C. For residents in Australia or Japan, then the laws of Australia govern the interpretation of this Agreement and apply to claims for breach of it, without reference to conflict of laws principles. All other claims, including claims regarding consumer protection laws, unfair competition laws, data protection and privacy laws and regulations, and in tort, will be subject to the laws of the country in which you use the OWL Service (being either Australia or Japan). To the extent permitted by applicable law, you agree to the jurisdiction of the courts of New South Wales, Australia.

D. For residents in the Rest of the World, if you use this OWL Service from countries other than those listed in sections A, B and C above, then you do so on your own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable, and you expressly indemnify and hold harmless OWL from any and all claims, loss, injury, damage, or costs arising from your use of the OWL Service to the extent permitted by applicable law. No warranty or representation is made by OWL that the OWL Service or any use of the OWL Service outside of the countries listed in sections A, B and C above complies with any applicable local law. Further your use of the OWL Service and all claims arising out of or related to the OWL Service or this Agreement will, to the extent permitted under applicable law, be subject to the laws of England and Wales,

without reference to conflict of laws principles and you consent to the jurisdiction of the courts of England and Wales.

To the fullest extent permitted by applicable law, if any user outside of the United States is entitled to commence and/or participate in legal proceedings within the United States, then that user agrees to be bound by the BINDING ARBITRATION AND CLASS ACTION WAIVER provisions above.

5. Equipment: You are responsible for obtaining and maintaining all telephone, computer hardware, software and other equipment needed for access to and use of the OWL Service and all charges related thereto.

6. OWL Service:

(a) As a commitment to our users, we currently provide you with access to a rich collection of online resources, including various communication and social networking tools, online forums, ladders, tournaments, leagues, news, reviews, personalized content and branded programming. Certain services are presently provided free of charge, but it is possible that OWL may charge for certain services in the future, subject to applicable laws.

(b) We do our best to make your experience with the OWL Service a pleasant one. However, we cannot always foresee or anticipate technical or other difficulties. These difficulties may result in loss of data, personalization settings or other service interruptions. Therefore, you agree that the OWL Service are provided on an “AS IS” and “AS AVAILABLE” basis. OWL does not assume responsibility for the timeliness, deletion, non-delivery or failure to store any user data, communications or personalization settings.

(c) OWL reserves the right to change or discontinue, temporarily or permanently, the OWL Service at any time. You agree that OWL will not be liable to you or any third party for any modification or discontinuance of the OWL Service.

(d) Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, or any user of the OWL Service, are those of the respective author(s) or distributor(s) and not of OWL and OWL neither endorses nor is responsible for the accuracy or reliability of any opinion, advice or statement made through the OWL Service and expressly disclaims any and all liability in connection therewith.

(e) Your use of the OWL Service is at your own risk.

(f) The OWL Service may include hyperlinks to other websites or services solely as a convenience to you (“**Third Party Sites**”). OWL has no control over, does not endorse and is not responsible for any such Third Party Sites or the information, advertising, products, services or materials contained on or accessible through any such Third Party Sites, even if some of these Third Party Sites may have a similar look and feel to the OWL Service. These Third Party Sites may have different terms of service and use and different privacy policies, and you should decide if you desire to use such Third Party Sites on that basis. You agree that OWL is not liable for any loss or damage which may be incurred by you as a result of the availability of any Third Party Sites or as a result of any reliance placed by you on the completeness, accuracy or existence of any the information, advertising, products, services or materials contained on or accessible through any such Third Party Sites and your use of any such Third Party Sites or the services provided by them shall be governed by such terms between you and such Third Party sites.

(g) Some of the OWL Service provided by OWL are supported by advertising revenue and may display advertisements and promotions. In consideration for OWL granting you access to and use of the OWL Service, you agree that OWL may place advertising and promotions on the OWL Service. You further agree that the manner, mode and extent of advertising and promotions by OWL on the OWL Service are subject to change without specific notice to you. You also agree that OWL may make disclosures to advertisers as set forth in the [Privacy Policy](#).

7. Your Use of the OWL Service:

(a) You shall provide true, accurate, current and complete information about yourself as requested in the Website's registration forms. Accurate records help us create better websites and provide us with opportunities to identify new services or products that may interest you. You agree to update your registration data to keep it current and accurate within a reasonable time after any change to that data.

(b) You shall use the OWL Service for lawful purposes in compliance with this Agreement only. The OWL Service may include interactive areas or services, such as chat boxes or web forums, in which you or other users may create, post or store content, messages, materials, data, information, text, music, sound, photos, video, graphics, applications, code or other items or materials on the OWL Service. You are solely responsible for your use of such interactive services and shall use them at your own risk.

(c) You shall not (hereinafter, collectively "**Rules of Conduct**"):

(i) Post, upload, distribute, publish or otherwise transmit through the OWL Service any content or other items that:

(A) may be unlawful, libelous, abusive, defamatory, obscene, profane, offensive, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, inflammatory, fraudulent or otherwise objectionable in any way or that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;

(B) may constitute, encourage or provide instructions for a criminal offense, violate the rights of any party;

(C) may infringe or violate any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party (such as music, videos, photos or other materials for which you do not have written authority from the owner of such materials to post on the OWL Service). By posting any such content, you hereby represent and warrant that you have all necessary rights to distribute and reproduce any such content;

(D) may violate any party's right of publicity or right of privacy;

(E) contain personal information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;

(F) may be considered threatening, harassing or promoting racism, bigotry, hatred or physical harm of any kind against any group or individual;

(G) contain software viruses, corrupted data or other harmful, disruptive or destructive files or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

(H) contain or is an unsolicited offer, advertisement, proposal, promotional material, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation, including, without limitation, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, petitions for signatures, or any of the preceding things related to promotional giveaways (such as raffles and contests), and other similar activities; or

(I) in the judgment of OWL may be objectionable or which restricts or inhibits any other person from using or enjoying the OWL Service or which may expose OWL or our users to any harm or liability;

(ii) Rent, lease, loan, sell, resell, sublicense, distribute or otherwise transfer the licenses granted in this Agreement;

(iii) Impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the accounts of others without permission, forge another persons' digital signature, misrepresent the source, identity, or content of information transmitted via the OWL Service, or perform any other similar fraudulent activity;

(iv) Remove, circumvent, disable, damage or otherwise interfere with security-related features of the OWL Service, features that prevent or restrict use or copying of any content accessible through the OWL Service, or features that enforce limitations on the use of the OWL Service;

(v) Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the OWL Service or any part thereof;

(vi) Modify, adapt, translate or create derivative works based upon the OWL Service or any part thereof;

(vii) Use any robot, spider, scraper, crawler or other automated means to access the OWL Service for any purpose or bypass any measures OWL may use to prevent or restrict access to the OWL Service; or

(viii) Attempt to indicate in any manner that you have a relationship with OWL that does not actually exist or that OWL has endorsed you or any products or services for any purpose.

The above are examples of prohibited conduct and is not intended to be exhaustive. Any conduct by you that, in OWL’s sole discretion, restricts or inhibits any other user from using or enjoying the OWL Service will not be permitted. OWL shall have the right, but not the obligation, to monitor the content of the OWL Service, including profiles and forums, to determine compliance with this Agreement and any Policies and other operating rules established by OWL and to satisfy any law, regulation or authorized government request. OWL will make the sole determination as to what content is acceptable in its sole discretion. OWL may include, edit or remove any content at any time without notice, in its sole discretion. Without limiting any other rights or remedies of OWL, any violation of the foregoing shall violate this Agreement and may result in, among other things, removal of the prohibited communications and/or suspension or termination of your rights to use and access the OWL Service.

(d) You understand that, when using the OWL Service, you will be exposed to content from a variety of sources, and that OWL is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such content. You further understand and acknowledge that you may be exposed to content that is inaccurate, offensive, indecent, or objectionable. If you do so object, you

should not use the OWL Service. OWL does not pre-screen or endorse any third party content and is not responsible or liable under any circumstances for such content.

(e) You understand that access to the OWL Service may result in access to other users' names, screen names, and other information as set out in the [Privacy Policy](#) (“**Personal Information**”) and such Personal Information is protected by applicable data protection and privacy laws and regulations. You understand, acknowledge and agree that any Personal Information from other users constitute the proprietary and confidential information of OWL. You agree not to scrape, copy, aggregate, redistribute, alter, reproduce or re-use for commercial purposes any user's (whether specific to any particular user or as an aggregation) information accessible through the OWL Service.

(f) OWL offers its users the opportunity to participate in certain online competitions and tournaments, some of which may have prizes for the winners. If you participate in such online competitions and tournaments, you may be required to sign an Affidavit of Eligibility/Publicity and Liability Release and report as taxable income the value of any such prizes received by you. In addition, to the extent that any federal, foreign, state or local jurisdiction requires OWL to withhold taxes or other amounts with respect to such prizes, OWL shall deduct from such prizes an amount necessary to satisfy such requirements and remit such amounts to the relevant taxing or other authority, and any taxes or other amounts so withheld shall be deemed to have been received by you. Eligibility requirements will be disclosed in connection with each online competition and tournament. To collect a prize, you may be required to provide information reasonably requested by OWL. OWL and/or any sponsor who provides a particular prize may report the value of the prize to federal and/or state taxing authorities.

(g) The OWL Service may include means by which you and other users may share user generated content (“UGC”). To the fullest extent permitted by applicable law, by submitting any UGC you automatically grant (or represent and warrant that the owner of such rights has expressly granted) OWL and its affiliates a perpetual, worldwide, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, sub-license, create derivative works from and distribute such UGC or incorporate such UGC content into any form, medium, or technology now known or later developed throughout the universe, and agree that OWL shall be entitled to unrestricted use of the UGC for any purpose whatsoever, commercial or otherwise, without compensation (but subject to applicable laws), notice or attribution. You waive and agree not to assert against OWL or any of its partners, affiliates, subsidiaries or licensees, any moral or similar rights you may have in any of your UGC. To the extent the OWL Service permits other users to access and use your UGC, you also grant such users the right to use, copy, modify, display, perform, create derivative works from, and otherwise communicate and distribute your UGC on or through the OWL Service without further notice, attribution or compensation to you. You further agree to use other users' UGC as permitted by the OWL Service solely in connection with the OWL Service, which use may be terminated by OWL at any time and for any reason. You may only upload your own UGC to the OWL Service and not upload anyone else's UGC. OWL reserves the right (but has no obligation) to remove, block, edit, move, or disable UGC for any reason in OWL's sole discretion. Users of the OWL Service create, upload, download and use UGC at their own risk. If you upload or make available to other users your UGC via the OWL Service, we do not control, monitor, endorse or own your UGC, and you are commissioning us to host and make available such UGC subject to the above license. Complaints about the content of any UGC must be sent to legal@overwatchleague.com and must contain details of the specific UGC giving rise to the complaint.

8. Intellectual Property:

(a) The OWL Service and each Website are owned and operated by OWL. All content, trademarks and other proprietary materials and/or information on the OWL Service and each Website, including, without limitation, OWL's logos, the visual interfaces, graphics, design, compilation,

information, software, computer code (including source code or object code), services, text, pictures, photos, video, graphics, music, information, data, sound files, other files and the selection and arrangement thereof and all other materials, but excluding UGC (collectively, the “**Materials**”) are protected by copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws (including in your country of residence). OWL (or its subsidiaries or affiliated companies and/or third-party licensors) own all rights, title and interest, including, without limitation, all copyrights, in and to any and all Materials contained on the OWL Service and each Website under copyright laws and OWL owns all rights, title and interest, including, without limitation, all copyrights, in and to any and all Materials contained on the OWL Service and each Website as a collective work under copyright laws. OWL owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. All Materials contained in the OWL Service are the proprietary property of OWL or its subsidiaries or affiliated companies and/or third-party licensors.

(b) Overwatch, the Overwatch League, and the Overwatch and the Overwatch League logos (collectively, the “**OWL Marks**”) are the exclusive property of OWL and its affiliates and are protected by trade dress and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws (including in your country of residence). OWL hereby expressly reserves all rights, including, without limitation, all trademark rights, in and to the OWL Marks. All other trademarks appearing on the OWL Service are the property of OWL, affiliates of OWL, or their respective owners. Unless you have agreed otherwise in writing with OWL, you agree that nothing in this Agreement gives you a right to use any of the OWL Marks or any of OWL’s trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

(c) Unless otherwise expressly stated in writing by OWL, you are granted a limited, non-exclusive, terminable, non-sublicensable license (i.e. a personal and limited right) to access and use the OWL Service for your own personal use only, provided that, you acknowledge and agree that you do not acquire any ownership rights in or to the OWL Service and/or the Materials by accessing or otherwise using the OWL Service. This license is subject to this Agreement and does not include any right to do any of the following: (a) any resale or commercial use of the OWL Service or the Materials; (b) the distribution, public performance or public display of any Materials; (c) modifying, publishing, transmitting, participating in the transfer or sale of, creating or otherwise making any derivative uses of the OWL Service or the Materials, or any portion of them, or in any way exploiting any of the Materials, in whole or in part; (d) use of any data mining, robots or similar data gathering or extraction methods; (e) downloading (except page caching) of any portion of the OWL Service, the Materials or any information contained in them, except as expressly permitted on the OWL Service; or (f) any use of the OWL Service or the Materials except for their intended purposes. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial or non-commercial exploitation of the Materials will be permitted without the express permission of OWL and the copyright owner. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. Any use of the OWL Service or the Materials except as specifically authorized in this Agreement, without the prior written permission of OWL, is strictly prohibited and your failure to comply with them may have legal consequences which may include violating applicable laws, including copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated in this Agreement, nothing in this Agreement shall be interpreted as conferring any license to intellectual property rights, whether by estoppel, implication or other legal principles. The license granted to you herein may be terminated by OWL at any time, in its sole discretion. All rights not expressly granted in this Agreement are hereby expressly reserved by OWL.

9. Disclaimer of Warranty; Limitation of Liability:

(A) USE OF THE OWL SERVICE AND ANY INFORMATION, CONTENT OR MATERIALS CONTAINED THEREIN IS AT YOUR SOLE RISK. NEITHER OWL, OWL'S AFFILIATED COMPANIES, OWL'S NON-AFFILIATED PARTNERS, NOR ANY OF THEIR RESPECTIVE PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS, SPONSORS OR LICENSORS (COLLECTIVELY THE "OWL PARTIES") WARRANT THAT THE OWL SERVICE OR ANY INFORMATION, CONTENT OR MATERIALS CONTAINED THEREIN WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE OWL SERVICE OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE, OR MERCHANDISE PROVIDED OR PURCHASED THROUGH THE OWL SERVICE OR ANY PRODUCT. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED BY YOU THROUGH THE OWL SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR POTENTIAL DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE ACQUISITION OF ANY SUCH MATERIAL.

(B) OWL DOES NOT GUARANTEE THAT ANY PARTICULAR OWL SERVICE AND ANY INFORMATION, CONTENT OR MATERIALS CONTAINED THEREIN WILL BE AVAILABLE AT ALL TIMES OR AT ANY GIVEN TIME OR THAT OWL WILL CONTINUE TO OFFER THE SAME FOR ANY PARTICULAR LENGTH OF TIME. OWL MAKES NO WARRANTY OR REPRESENTATION REGARDING THE AVAILABILITY OF ONLINE PRODUCT FEATURES AND RESERVES THE RIGHT TO MODIFY OR DISCONTINUE ONLINE PRODUCT FEATURES IN ITS DISCRETION WITHOUT NOTICE, INCLUDING FOR EXAMPLE, CEASING AN ONLINE SERVICE FOR ECONOMIC REASONS DUE TO A LIMITED NUMBER OF USERS CONTINUING TO MAKE USE OF THE ONLINE SERVICE OVER TIME.

(C) FOR RESIDENTS IN NORTH AMERICA: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE OWL SERVICE AND ANY INFORMATION, CONTENT OR MATERIALS CONTAINED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. THE OWL PARTIES DISCLAIM ALL WARRANTIES OF ANY KIND, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE OWL SERVICE OR ANY INFORMATION, CONTENT OR MATERIALS CONTAINED THEREIN. OWL DOES NOT REPRESENT OR WARRANT THAT THE OWL SERVICE OR OUR SERVER(S) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, AND THEREFORE, YOU SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM OWL OR THROUGH THE OWL SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. YOU EXPRESSLY ACKNOWLEDGE THAT AS USED IN THIS SECTION 9, THE TERM "OWL" INCLUDES THE "OWL PARTIES."

FOR RESIDENTS OUTSIDE NORTH AMERICA: SUBJECT TO THE NEXT SENTENCE, OWL DOES NOT GUARANTEE THAT ANY OWL SERVICE WILL BE AVAILABLE

OR ERROR-FREE AT ALL TIMES OR AT ANY GIVEN TIME. OWL WARRANTS THAT THE OWL SERVICE WILL BE PROVIDED WITH REASONABLE CARE AND SKILL. YOU SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD. OWL MAY CHANGE AND UPDATE OWL SERVICES WITHOUT NOTICE TO YOU (PROVIDED ALWAYS THAT ANY SUCH CHANGES DO NOT RESULT IN MATERIAL DEGRADATION IN THE FUNCTIONALITY OF THE OWL SERVICE WHICH HAS BEEN PAID-FOR WITH REAL MONEY). OWL MAKES NO WARRANTY OR REPRESENTATION REGARDING THE AVAILABILITY OF OWL SERVICE WHICH ARE FREE (I.E., NOT PAID-FOR WITH REAL MONEY) AND RESERVES THE RIGHT TO MODIFY OR DISCONTINUE THEM IN ITS SOLE DISCRETION WITHOUT NOTICE TO YOU, INCLUDING FOR EXAMPLE, FOR ECONOMIC REASONS DUE TO A LIMITED NUMBER OF USERS CONTINUING TO MAKE USE OF THEM OVER TIME. OWL IS NOT LIABLE OR RESPONSIBLE FOR ANY FAILURE TO PERFORM, OR DELAY IN PERFORMANCE OF, ANY OF IT OBLIGATIONS THAT IS CAUSED BY EVENTS OUTSIDE ITS REASONABLE CONTROL. IF SUCH CIRCUMSTANCES RESULT IN MATERIAL DEGRATION IN THE FUNCTIONALITY OF ANY OWL SERVICE THEN YOUR OBLIGATION TO MAKE ANY PAYMENT TO DOWNLOAD, USE OR ACCESS WILL BE SUSPENDED FOR THE DURATION OF SUCH PERIOD. OWL IS ENTITLED TO MODIFY OR DISCONTINUE ANY OWL SERVICE WHICH IS PAID-FOR WITH REAL MONEY IN ITS SOLE DISCRETION UPON REASONABLE NOTICE TO YOU. THE WARRANTY FOR SUCH OWL SERVICE IS PROVIDED IN ACCORDANCE WITH YOUR STATUTORY RIGHTS AS A CONSUMER WHICH WILL ALWAYS PREVAIL.

(D) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL OWL, THE OWL PARTIES, OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THE OWL SERVICE OR ANY INFORMATION, CONTENT OR MATERIALS CONTAINED THEREIN, BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT [INCLUDING BUT NOT LIMITED TO NEGLIGENCE] OR OTHERWISE), ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE OWL SERVICE OR ANY INFORMATION, CONTENT OR MATERIALS CONTAINED THEREIN.

(E) IN NO EVENT SHALL ANY AGGREGATE, TOTAL LIABILITY OF THE OWL PARTIES TO YOU FOR ALL DAMAGES, INJURY, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING FROM OR RELATING TO THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE OWL SERVICE EXCEED AN AMOUNT EQUAL TO THE GREATER OF: (I) THE AMOUNT, IF ANY, PAID BY YOU IN CONNECTION WITH YOUR USE OF THE OWL SERVICE AND RETAINED BY OWL DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM; OR (II) ONE HUNDRED DOLLARS (\$100).

(F) FOR RESIDENTS OUTSIDE NORTH AMERICA: SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN LIABILITY OR WARRANTIES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, OWL'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE OWL'S LIABILITY TO YOU:

- FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE;
- FOR FRAUDULENT MISREPRESENTATION; OR

- FOR ANY OTHER LIABILITY THAT MAY NOT, UNDER THE LAWS OF THE JURISDICTION WHERE YOU RESIDE, BE LIMITED OR EXCLUDED.

10. Notices: OWL may provide you with notice by any means, including without limitation via email, postings on the Websites and OWL Service or changes to this Agreement. Notices emailed to you will be deemed given and received when the email is sent. If you don't consent to receive notices electronically, you must stop using the OWL Service. All notices to OWL shall be in writing and shall be sent to The Overwatch League, LLC, Attention: Legal, One Blizzard Way, Irvine, CA 92618 and shall be effective on actual receipt by OWL.

11. Indemnification: You agree to defend, indemnify and hold harmless OWL and the OWL Parties and their respective suppliers, licensors and partners from and against any and all claims, losses, damages, liabilities and expenses, including legal fees and expenses, resulting from or arising out of: (a) any violation of this Agreement; (b) any negligent or wrongful conduct; (c) your use, misuse and/or access of the OWL Service; (d) a violation by you of any applicable law; (e) any content you post, store or otherwise transmit in or through the OWL Service; and/or (f) your violation of the rights of any third party, or any breach of the representations, warranties, and covenants made by you herein. OWL reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify OWL, and you agree to cooperate with OWL's defense of these claims, at your sole cost and expense.

12. Termination: You may unsubscribe at any time by sending an unsubscribe request to us at remove@overwatchleague.com and we will process your request within a reasonable time after receipt. OWL reserves the right, without limitation, without notice if you are a resident of North America and with reasonable notice elsewhere, and in our sole discretion, to terminate your license to use the OWL Service and your accounts and passwords to the OWL Service and to block or prevent your future access to and use of the OWL Service or your account and passwords, for any reason, including, without limitation, if you are in violation of any provision of the Agreement (or have acted in a manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Agreement), OWL is required by applicable law, or OWL is no longer providing the OWL Service to users in the country in which you are a resident or from which you use the OWL Service. The foregoing includes OWL having the ability to terminate or to suspend your access to any purchased products or services. Your only remedy with respect to any dissatisfaction with (a) the OWL Service, (b) any term of this Agreement, (c) any policy or practice of OWL in operating the OWL Service, or (d) any content or information transmitted through the OWL Service, is to terminate your account and discontinuing use of the OWL Service. The introductory paragraphs and Sections 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 16, 17, 18 of this Agreement will survive termination of this Agreement.

13. Expectation of Privacy: Communications made using the OWL Service should not be considered private. You acknowledge and agree that you have no expectation of privacy concerning the transmission of any UGC or communications, including without limitation chat text or voice communications. Because voice chat and other communications may be viewed and/or heard by other users, users should avoid revealing any personally identifiable information.

14. DRM: If you access content protected with Digital Rights Management (DRM), the software may automatically request media usage rights from a rights server online and download and install DRM updates so that you can view the content.

15. Force Majeure: OWL shall not be liable for any delay or failure to perform resulting from causes outside OWL's reasonable control, including without limitation any failure to perform hereunder due to unforeseen circumstances or cause beyond OWL's control such as acts of God, war, terrorism, riots,

embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.

16. Risk of Loss: You bear all risk of loss for accessing or completing the download of any OWL Service and for any loss of any OWL Service that you have accessed or downloaded, including any loss due to a file corruption or device crash. Any OWL Service may be available for limited periods of time, and/or subject to other access restrictions (including for example, possession of other specific OWL Service(s) for access or use). OWL Services may become unavailable due to potential content provider licensing restrictions or other reasons; OWL will not be liable to you if any OWL Service is or becomes unavailable for download or access, for any reason, to the fullest extent permitted by applicable law.

17. Miscellaneous: You warrant, represent, acknowledge and agree that you have and understand this Agreement, including, without limitation, the terms and provisions set forth herein. This Agreement (which hereby incorporates by reference any other provisions applicable to use of the OWL Service, including, but not limited to, any supplemental terms governing the use of certain specific material contained on the Website and any operating rules for the OWL Service established by OWL, but excluding the Privacy Policy for residents outside North America) constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the parties with respect to such subject matter. This Agreement and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be transferred and assigned by OWL without restriction. Any purported transfer or assignment attempted to be made by you in violation of this Agreement shall be void ab initio. The provisions of this Agreement will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if any provision of the Agreement, for any reason, is declared to be unenforceable, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties. The failure by OWL to partially or fully exercise any rights or the waiver of any breach of this Agreement by you, shall not prevent a subsequent exercise of such right by us or be deemed a waiver by OWL of any subsequent breach by you of the same or any other term of this Agreement. OWL's rights and remedies under this Agreement shall be cumulative, and the exercise of any such right or remedy shall not limit OWL's right to exercise any other right or remedy. The section headings used herein are for convenience only and shall not be given any legal import.

18. DMCA Notice:

OWL respects the intellectual property rights of others and expects its players and the users of its services to do the same. If you believe that any content appearing in the OWL Service has been copied in a way that constitutes copyright infringement, please forward the following information to the Copyright Agent named below.

Please be aware that to be effective, your copyright infringement notification must comply with the Digital Millennium Copyright Act ("DMCA"). You are encouraged to review 17 U.S.C. §512(c)(3) of the DMCA or consult with an attorney prior to sending a notice hereunder.

To file a copyright infringement notice, you will need to send a written communication that includes the following to the address listed below:

- A. Your name, address, telephone number, and email address;
- B. A description of the copyrighted work that you claim has been infringed;

- C. The exact URL or a description of where the alleged infringing material is located;
- D. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- E. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and
- F. A statement by you, under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

The Overwatch League, LLC
One Blizzard Way
Irvine, CA 92618
Attn: Legal
Legal@overwatchleague.com

Please note that the DMCA provides that you may be liable for damages (including costs and attorney fees) if you knowingly misrepresent that material or activity is infringing. Please also note that the information provided in your copyright infringement notice may be provided to the person responsible for the allegedly infringing material.

Questions: Should you have any questions regarding this Agreement you may [contact us](#) through the Website or e-mail support@overwatchleague.com.

SUPPLEMENTAL TERMS--GERMANY

The following Section supersedes and replaces the corresponding Section above for residents in Germany:

2. Changed Terms: From time to time, OWL may need to amend this Agreement, for example to reflect or include new products or services, to enhance security for users or because of changes in the law. If OWL makes such a change to this Agreement we will inform you of the particular changes in advance via e-mail no later than thirty (30) calendar days before such changes come into force and you shall be deemed to have accepted these changes (i) unless you have notified us of your objection to such changes within thirty (30) calendar days from the moment of receipt the e-mail notification from us, or (ii) if you use the OWL Service after the changes have entered into force. In the e-mail notification, we will inform you of your right to object, of the applicable notice period and the legal consequences of a failure to object.

The latest version of this Agreement will always be available on our website, so we recommend that you check for updates to this Agreement each time you use the OWL Services. Changes to the Agreement shall not affect your accrued rights, shall not substantially disrupt the contractual balance between you and us under this Agreement and shall not have retroactive effect.