

TERMS & CONDITIONS

This document constitutes an agreement (the “Agreement”) between you- the User and the United States company Bloober Team NA, its parent Bloober Team S.A., the Polish corporation, subsidiaries, and affiliates (the “Company”) that governs the relationship between you – the User and the Company with respect to User’s use of the Online Services. The Company provides access to the Online Services and any related services subject to User’s compliance with this Agreement. Thus, it is important that you – the User carefully read and understand this Agreement.

DESCRIPTIONS OF ONLINE SERVICES

Subject to full compliance with this Agreement, the Company may offer to provide certain products, services, and websites accessed through internet-capable hardware platforms including gaming consoles, personal computers, mobile computers, or mobile devices, or in-game applications or software platforms including third-party hosts (collectively the “Online Services”). Online Services shall include, but not be limited to, any service or content the Company provides to User, including any materials displayed or performed. The Company may change, suspend or discontinue the Online Services, including the availability of any feature or content, on thirty days’ notice, or immediately for any reason beyond the Company’s reasonable control, or if User breaches any term of an agreement or policy governing the Software, including this Agreement, Licensor’s Privacy Policy and/or Licensor’s Terms of Service. The Company may also impose limits on certain features and services or restrict User’s access to parts or all of the Online Services without notice.

TRADEMARK AND COPYRIGHT INFORMATION

All Online Services material, including, but not limited to, text, data, graphics, logos, button icons, images, audio clips, video clips, links, digital downloads, data compilations, and software is owned, controlled by, licensed to, or used with permission by either the Company or Lions Gate Entertainment Inc. (“Lionsgate”) and is protected by copyright, trademark, and other intellectual property rights. The Online Services material is made available solely for User’s personal, non-commercial use and may not be copied, reproduced, republished, modified, uploaded, posted, transmitted, or distributed in any way, including by email or other electronic means, without the express prior written consent of the Company and/or Lionsgate in each instance. User may download material intentionally made available for downloading through the Online Services for personal, non-commercial use only, provided that User keeps intact any and all copyright and other proprietary notices that may appear on such materials.

CODE OF CONDUCT

The following rules, policies, and disclaimers shall govern and/or apply to User’s use of the Online Services.

User agrees, by using the Online Services, that: (1) will only use the Online Services for lawful purposes, in compliance with applicable laws, for User’s own personal, non-commercial use; (2) will not restrict or inhibit any other user from using or enjoying the Online Services (for exam-

ple, by means of harassment, hacking, interfering, adversely affecting, or defacement); (3) will not use the Online Services to create, upload, or post any material that is knowingly false and/or defamatory, inaccurate, abusive, vulgar, obscene, profane, hateful, harassing, sexually oriented, threatening, invasive of one's privacy, in violation of any law, or is inconsistent with community standards; (4) will not post, upload, or create any copyrighted material using the Online Services unless User owns the copyright in and to such material; (5) will not post, upload, or transmit any information or software that modifies or alters the Online Services in any way or that contains a virus, worm, timebomb, cancelbot, trojan horse or other harmful, disruptive, or deleterious component; (6) will not post, upload, create, or transmit materials in violation of another party's copyright or other intellectual property rights; (7) will not cheat or utilize any unauthorized robot, spider, or other program in connection with the Online Services; (8) will not impersonate any other individual or entity in connection with User's use of the Online Services, and (9) will not provide assistance, guidance, or instruction to any other individual or entity regarding any of the above. All determinations will be made by the Company in its sole discretion.

To the fullest extent allowed by applicable law, User's use of the Online Services is at User's own risk and the Company is not responsible for any loss, damage, or unsatisfactory performance related to the Online Services.

Company reserves the right to reveal User's identity (including whatever information is known about User) without notice to User in certain circumstances set forth in Company's Privacy Policy. Please visit blairwithchgame.com/privacypolicy for more details.

LIMITED LICENSE BY THE COMPANY

The Company grants User a limited, non-sublicensable license to access and use the Online Services. Such license is subject to this Agreement and specifically conditioned upon the following: (i) User may only view, copy and print portions of the Online Services for their own informational, personal and non-commercial use; (ii) User may not modify or otherwise make derivative uses of the Online Services, or any portion thereof; (iii) User may not remove or modify any copyright, trademark, or other proprietary notices that have been placed in the Online Services; (iv) User may not use any data mining, robots or similar data gathering or extraction methods; (v) User may not use the Online Services other than for their intended purpose; (vi) User may not reproduce, prepare derivative works from, distribute, frame, "mirror," or display the Online Services, except as provided herein; and (vii) User must not violate the Code of Conduct set forth above.

Except as expressly permitted above, any use of any portion of the Online Services without the prior written permission of the Company is strictly prohibited and will terminate the license granted herein. Any such unauthorized use may also violate applicable laws, including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in this Agreement may be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time.

User represents and warrants that User's use of the Online Services will be consistent with this license, and any other applicable agreements or policies, and will not infringe or violate the rights of any other party or breach any contract or legal duty to any other parties, or violate any applicable law. User will be responsible and liable to the Company in respect of any liability that the Company suffers arising out of User's use of Online Services not in accordance with this

Agreement. To request permission for uses of the Online Services not included in the foregoing license, User may write to the Company at biuro@blooberteam.com.

LICENSE TO THE COMPANY

By creating UGC, posting messages, uploading files, creating files, inputting data, or engaging in any form of communication with or through the Online Services, User is granting the Company a royalty-free, perpetual, non-exclusive, unrestricted, worldwide license to: (1) use, copy, sublicense, adapt, transmit, publicly perform, or display any such material; and (2) sublicense to third-parties the unrestricted right to exercise any of the foregoing rights granted with respect to the material. The foregoing grants shall include the right to exploit any proprietary rights in such material, including but not limited to rights under copyright, trademark, service mark, or patent laws under any relevant jurisdiction.

WARRANTY DISCLAIMER

THE COMPANY MAY PROVIDE LINKS AND POINTERS TO INTERNET WEBSITES MAINTAINED BY THIRD-PARTIES ("THIRD-PARTY SITES") AND MAY, FROM TIME TO TIME, PROVIDE THIRD-PARTY MATERIALS ON ITS WEBSITES. NEITHER THE COMPANY, ITS PARENT OR SUBSIDIARY COMPANIES, NOR THEIR AFFILIATES, ENDORSE, TAKE RESPONSIBILITY FOR, OPERATE OR CONTROL IN ANY RESPECT ANY INFORMATION, PRODUCTS, OR SERVICES ON THESE THIRD-PARTY SITES. THE MATERIALS ON THE THIRD-PARTY SITES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON INFRINGEMENT. Because some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, some or all of the above exclusions and limitations may not apply to User.

VOID WHERE PROHIBITED

Although Company Online Services are accessible worldwide, not all products or services are available to all persons or in all geographic locations. The Company reserves the right to limit, in its sole discretion, the provision and quantity of any product or service to any person or geographic area it so desires. Any offer for any product or service made is void where prohibited.

USER RESPONSIBILITY TO THE COMPANY

User is responsible and liable to the Company and Lionsgate and its and their respective affiliated companies, officers, directors, employees, agents, licensors, and suppliers in respect of all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation by User of this Agreement. The Company and/or Lionsgate reserves the right to assume the exclusive defense and control of any matter that User is responsible and liable for under this paragraph. The user agrees to indemnify, defend and hold harmless Company, Lionsgate, and its and their respective parent companies, subsidiaries, affiliated companies, licensors, directors, employees, officers, members, agents, and assigns and any third-party providing information to this website (collectively, the "Released Parties") from and against claims or losses caused by his/her use or any improper use of the website (or any content thereof). The user agrees that the

Released Parties are not liable to the user or any third party for damages of any kind.

LITIGATION ISSUES

BINDING INDIVIDUAL ARBITRATION - PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY ALTER USER'S RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

1. This binding individual arbitration section will not apply to the extent prohibited by the laws of User country of residence.
2. User and the Company agree that should any dispute, claim, or controversy arise between them regarding any Company products or services (hereafter a "Dispute"), whether based in contract, statute, regulation, ordinance, tort (including fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory, except for those matters listed in the Exclusions From Arbitration paragraph below, and expressly including the validity, enforceability, or scope of this 'BINDING INDIVIDUAL ARBITRATION' section (with the exception of the enforceability of the Class Action Waiver clause below), shall be submitted to binding arbitration, as described below, rather than being resolved in court. The term "Dispute" is to be given the broadest possible meaning that will be enforced and includes, for example, all matters arising under this Agreement, the Privacy Policy, the Terms of Service, or any other agreement with the Company. User understands that there is no judge or jury in arbitration and that court review of an arbitration award is limited.
3. Exclusions From Arbitration. User and the Company agree that any claim filed by User or the Company in small claims court on an individual basis are not subject to the arbitration terms contained in this Section. In addition, the Company or You shall have the right to seek an injunction against you in court in order to preserve the status quo while an arbitration proceeds.
4. Class Action Waiver. THE ARBITRATION PROCEEDINGS DESCRIBED HEREIN WILL BE CONDUCTED ON AN INDIVIDUAL BASIS ONLY. Neither User nor the Company shall be entitled to join or consolidate disputes by or against other individuals or entities, or to arbitrate any dispute in a representative capacity, including, without limitation, as a representative member of a class or in a private attorney general capacity, in connection with any Dispute. Further, unless both User and the Company agree, the arbitrator may not consolidate more than one person's claim. The arbitrator may award any individual relief or individual remedies that are permitted by applicable law, but may not award relief against the Company respecting any person other than User.
5. Right to Opt Out of Binding Arbitration. IF USER WISHES TO OPT OUT OF THIS BINDING INDIVIDUAL ARBITRATION REQUIREMENT, USER MUST NOTIFY COMPANY IN WRITING WITHIN 30 DAYS OF THE DATE THAT ACCEPTS THIS AGREEMENT BUT ARE OPTING OUT OF BINDING INDIVIDUAL ARBITRATION, UNLESS A LONGER PERIOD IS REQUIRED BY APPLICABLE LAW. User's written notification must be mailed to BLOOBER TEAM NA, 620 Hansen Way, Palo Alto, CA 94304, ATTN: ARBITRATION OPT OUT. User's notice must include User's (1) full name; (2) mailing address; and (3) a clear statement that User does not wish to resolve disputes with the Company through arbitration. User is responsible for ensuring the Company's receipt of your opt-out notice, and therefore may wish to send a notice by means that provide a written receipt.

6. Notice of Dispute. If User has a Dispute with the Company, must send written notice to BLOOBER TEAM NA, 620 Hansen Way, Palo Alto, CA 94304, ATTN: ARBITRATION OF DISPUTE, in order to give the Company the opportunity to resolve the dispute informally through negotiation. Notice must be provided within two (2) years of the Dispute having arisen, but in no event after the date on which the initiation of legal proceedings would have been barred under the applicable statute of limitations. The failure to provide timely notice shall bar all claims. If the Company has a dispute with User, the Company will provide notice to the address it has on file for User, if possible. User and the Company agree to negotiate the Dispute in good faith for no less than 30 days after notice of the Dispute is provided. If the Dispute is not resolved within 30 days after receipt of notice of the Dispute, the Company or User may pursue the claim in arbitration as provided in this section.
7. Arbitration Rules and Procedures. Arbitration shall be subject to the U.S. Federal Arbitration Act and federal arbitration law, and shall be conducted by Judicial Arbitration Mediation Services, Inc. ("JAMS") pursuant to the JAMS Streamlined Arbitration Rules and Procedures effective July 1, 2014 (the "JAMS Rules"), as modified by this agreement to arbitrate. The JAMS Rules, including instructions for initiating an arbitration, are available on its website at <http://www.jamsadr.com/rules-streamlined-arbitration>. The Company will pay its arbitration costs as required by the JAMS Rules and, in the event that User is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, the Company will pay as much of User's arbitration filing and hearing fees as the arbitrator deems is necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation. Each side shall pay his, her, or its own attorneys' fees and costs unless the claim(s) at issue permit the prevailing party to be paid its fees and/or litigation costs, in which case the arbitrator shall award fees or costs as required by the applicable law.
8. Location of Arbitration. At User option, if an in-person hearing is required under the JAMS Rules, the hearing will occur in Los Angeles County, California.
9. Decision of the Arbitrator. Any decision or award by the arbitrator shall be final and binding on the parties. Unless otherwise agreed, any decision or award shall set forth the factual and legal basis for the award. The arbitrator shall be permitted to award only those remedies in law or equity which are requested by the parties and which the arbitrator determines are supported by credible relevant evidence. Any decision or award may be enforced as a final judgment by any court of competent jurisdiction. If either party unsuccessfully challenges the validity of an award, the unsuccessful party shall pay the opposing party's costs and attorneys' fees associated with the challenge.
10. Continuation in Effect. This Binding Individual Arbitration section survives any termination of this Agreement or the provision of services to User by the Company.
11. Ability to Change Terms and Conditions Inapplicable. Although the Company may revise its End User License Agreement, Privacy Policy, Terms and Conditions, or other agreements at its discretion, the Company does not have the right to alter this agreement to arbitrate or the rules specified herein with respect to any Dispute once that Dispute has accrued.
12. Severability. If any part of this arbitration provision is deemed invalid, unenforceable, or illegal, then the balance of this arbitration provision shall remain in effect and be construed in accordance with its terms as if the invalid, unenforceable, or illegal provision had not been included. The sole exception to this is the class action waiver provision. If the prohibition on the arbitration proceeding on a class basis is found to be invalid, unenforceable, or illegal,

then the entirety of this arbitration agreement shall be null and void and the Dispute shall proceed in court under applicable class action rules and procedures. If, for any reason, a claim proceeds in court rather than in arbitration, the dispute shall be exclusively brought in state or federal court in Los Angeles County, California. Suits brought in state court may be removed to federal court by either party if permissible by law.

This Agreement is entered into in the State of California and shall be governed by, and construed in accordance with, the laws of the State of California, exclusive of its choice of law rules. It contains a binding individual arbitration and class action waiver provision that affects your rights with respect to any 'Dispute' between User and the Company (and if applicable, Lionsgate), and requires User and the Company (and if applicable, Lionsgate) to resolve Disputes in binding, individual arbitration, and not in court. User has a right to opt out of the Binding Individual Arbitration section as explained herein. User shall read it carefully before installing or using any Company software or services. The Binding Individual Arbitration section shall not apply to the extent prohibited by the laws of User's country of residence. For any disputes not subject to binding individual arbitration, User and the Company agree to submit to the exclusive jurisdiction of the state and federal courts in Los Angeles County, California, and to waive any jurisdictional, venue, or inconvenient forum objections to such courts (but without affecting either party's rights to remove a case to federal court if permissible). This paragraph will be interpreted as broadly as applicable law permits. For example, if User is a resident of a European Union member state, they will benefit from any mandatory provisions of consumer protection law in the member state in which User is resident, and can bring legal proceedings in relation to this Agreement in the courts of the member state in which is the resident. The Company has the right to prosecute civil claims against User for any violation of its Terms of Service, the Privacy Policy, or any other governing terms and conditions related to its software and services, whether for breach of contract, violation of common law rights, or violation of any applicable state or federal statute. Any violation by User of such governing terms shall constitute an affirmative defense (whether characterized as arising at law or in equity) against any claim User might assert against the Company in connection with the Online Services.

TERMINATION

The Company may terminate or suspend any and all Online Services immediately, without prior notice or liability on thirty days' notice, or immediately for any reason beyond the Company's reasonable control or if User breaches any terms and conditions of an agreement or policy governing the Software, including this Agreement and/or the the Privacy Policy . Upon termination, User's right to use the Online Services will immediately cease. If User wishes to terminate, may simply discontinue using the Online Services. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers and limitations of liability.

The Company may terminate any of the Online Services for any reason at all by giving at least thirty days' notice by email or on the website page entitled "Legal Notices" or "Legal Information" (or similar title), or immediately without notice for any reason beyond the Company's reasonable control.

MISCELLANEOUS

In the event that any of the provisions of this Agreement are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. This Agreement, along with the Privacy Policy located at blairwitchgame.com/privacypolicy, constitutes the entire agreement between User and the Company pertaining to the subject matter hereof, and any and all written or oral agreements heretofore existing between you and the Company with respect to the subject matter of this Agreement are expressly cancelled.

No failure or delay by the Company to enforce any rights or powers under this Agreement may be deemed a waiver of those or any other rights or powers of the Company.

The Company may modify the terms of this Agreement at any time in its sole discretion by posting a revised Agreement or, in the case of a material modification, by posting notice of such modification on the website page entitled "Legal Notices" or "Legal Information" (or similar title) before the modification takes effect.

INFRINGEMENT POLICY

In accordance with the applicable law, the Company has adopted a policy of limiting, in appropriate circumstances and at Company's sole discretion, access to the Online Services for anyone who infringes any intellectual property rights of others, whether or not there is any repeat infringement.

