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BY INSTALLING OR USING THE APPLICATION, YOU AGREE TO THE TERMS OF: (1) THIS LICENSE; (2) EA’S PRIVACY POLICY (available at <http://privacy.ea.com>); AND (3) EA’S TERMS OF SERVICE (available at www.ea.com) AND AGREE TO BE BOUND BY THEM. If you do not agree to the terms of this License, EA’s Privacy Policy and/or EA’s Terms of Service then do not install or use the Application.

We reserve the right to modify this License at any time, so please review it frequently either via the About section in your Application or by visiting <http://www.ea.com/1/product-eulas>. Your continued use of our online and mobile products and services will signify your acceptance of the changes to this License.

SECTIONS 2 AND 3, BELOW, DISCUSS THE INFORMATION AND DATA COLLECTED ABOUT YOU AND YOUR MOBILE ONLINE BEHAVIOR BY EA AND THIRD PARTIES. SECTION 4, BELOW, DESCRIBES PRIVACY SETTINGS AVAILABLE ON ORIGIN SERVICES OTHER THAN SCRABBLE (FOR APPLICATIONS WITH ORIGIN SERVICES INTEGRATED THEREIN) AND HOW THEY PROTECT THE DISCLOSURE OF YOUR INFORMATION WITHIN THIS APPLICATION AND ON ORIGIN SERVICES IN THE PC ENVIRONMENT. SPECIAL TERMS APPLY TO SCRABBLE USERS. SEE SECTION 4 FOR MORE DETAILS. SECTION 16 PROVIDES THAT ALL DISPUTES BETWEEN US SHALL BE SUBMITTED TO BINDING ARBITRATION ON AN INDIVIDUAL BASIS.

IF YOU DO NOT AGREE TO THESE OR ANY OTHER SECTIONS OF THIS LICENSE, DO NOT INSTALL OR USE THE APPLICATION.

1. Limited License Grant and Terms of Use.

- A. **Grant.** Through this purchase, you are acquiring and EA grants you a personal, limited, non-exclusive license to install and use the Application for your non-commercial use on a single, authorized mobile device solely as set forth in this License. Your acquired rights are subject to your compliance with this License. Any commercial use is prohibited. You are expressly prohibited from sub-licensing, renting, leasing, transferring or

otherwise distributing the Application or rights to use the Application. The term of your License shall commence on the date that you install or otherwise use the Application, and shall end on the earlier of the date that you dispose of the Application; or EA's termination of this License.

- B. **Access to Online Features And/Or Services.** An EA Account may be required to access online services and/or features. You must be 13 + to register for an EA Account.
- C. **Further Restrictions.** Your right to use the Application is limited to the license grant above, and you may not otherwise copy, display, seek to disable, distribute, perform, publish, modify, transfer, create works from, or use the Application or any component of it, except as expressly authorized by EA. Unless expressly authorized by EA, you are prohibited from making a copy of the Application available on a network where it could be used by multiple users. You are prohibited from making the Application available over a network where it could be downloaded by multiple users. You may not remove or alter EA's trademarks or logos, or legal notices included in the Application or related assets. Your right to use the Application is also predicated on your compliance with any applicable terms of agreements you have with third parties when using the Application. For instance, if the Application is a VoIP application, then you must not be in violation of your wireless data service agreement when using the Application.
- D. **Reservation of Rights.** You have obtained a license to the Application and your rights are subject to this License. Except as expressly licensed to you herein, EA and its licensors reserve all right, title and interest in the Application (including all characters, storyline, images, photographs, animations, video, music, text), and all associated copyrights, trademarks, and other intellectual property rights therein. This License is limited to the intellectual property rights of EA and its licensors in the Application and does not include any rights to other patents or intellectual property. Except to the extent permitted under applicable law, you may not decompile, disassemble, or reverse engineer the Application, or any component thereof, by any means whatsoever. You may not remove, alter, or obscure any product identification, copyright, or other intellectual property notices in the Application. All rights not expressly granted herein are reserved by EA and its licensors.
- E. **Your Contributions.** In exchange for use of the Application, and to the extent that your contributions through use of the Application give rise to any copyright interest, you hereby grant EA and its licensors an exclusive, perpetual, irrevocable, fully transferable and sub-licensable worldwide right and license to use your contributions in any way and for any purpose in connection with the Application and related goods and services including the rights to reproduce, copy, adapt, modify, perform,

display, publish, broadcast, transmit, or otherwise communicate to the public by any means whether now known or unknown and distribute your contributions without any further notice or compensation to you of any kind for the whole duration of protection granted to intellectual property rights by applicable laws and international conventions. You hereby waive any moral rights of paternity, publication, reputation, or attribution with respect to EA's, its licensors' and other players' use and enjoyment of such assets in connection with the Application and related goods and services under applicable law. The license grant to EA and its licensors, and the above waiver of any applicable moral rights, survives any termination of this License.

F. **Access.** You must provide at your own expense the equipment, Internet connections or devices and/or service plans to access and use this Application. EA and its licensors do not guarantee that this Application can be accessed on all devices or wireless service plans. EA and its licensors do not guarantee that this Application is available in all geographic locations. You acknowledge that when you use this Application, your wireless carrier may charge you fees for data, messaging and/or other wireless access. Check with your carrier to see if there are any such fees that apply to you. **YOU ARE SOLELY RESPONSIBLE FOR ANY COSTS YOU INCUR TO ACCESS THIS APPLICATION FROM YOUR DEVICE.**

G. **Application Updates.** You agree that the Application may automatically download and install updates, upgrades and additional features that EA deems reasonable, beneficial to you and/or reasonably necessary. You acknowledge and agree that any obligation EA may have to support the previous version(s) may be ended upon the availability of the update, upgrade and/or implementation of additional features. This License shall apply to any updates, upgrades and/or additional features that are not distributed with a separate license or other agreement.

2. **Consent to Use of Data.** To facilitate product support, product development and improvement as well as other services to you, you agree that EA or other third parties may use cookies, web beacons and other analytic technologies to collect, use, store and transmit technical and related information regarding your mobile device (including unique device id or UDID), Game Center ID, Game Center name, IP address, geo-location, device make and model, operating system, software and applications, including application usage data. In addition, EA and/or third parties may collect, store, use and transmit game play data, third party account authorization data, session data, browser identifiers, connection type, carrier information well as online and Application usage and other purchase metrics, statistics and/or analytics. **Data collected by third parties will be collected, used, stored, transferred and disclosed pursuant to the third party's privacy policy. See Appendix A for a non-exclusive list**

of third parties that may collect data via this Application. Appendix A includes both analytics companies and ad networks discussed in more detail in Section 3, below and includes URL's for those third parties' privacy policies and opt outs (if applicable). For data collected by or transferred to EA, EA may collect, use, store, share and transmit this information to third parties in a form that does not personally identify you in accordance with EA's Privacy Policy located at <http://privacy.ea.com>.

3. Third Party Ad-Serving Technology. This Application may include third party dynamic behavioral in-game advertising technology which enables tailored advertising to be temporarily uploaded into the Application on your mobile device and replaced while you are online. When you use this Application, we or third parties operating the advertisement serving technology may use demographic or other information collected directly from you and/or from third parties such as age and gender as well as information logged and/or collected from your device using cookies, web beacons and other technologies to ensure that appropriate advertising is presented within the Application and to calculate the number of unique and repeat views of advertising. This technology also controls the number of times you see a given ad, delivers ads that relate to your interests and measures the effectiveness of ad campaigns. Logged and/or collected data may include (but is not limited to) IP address, unique device I.D., browser identifiers, session information, browser cookies, device make and model, carrier provider, carrier user ID, geo-location information, sites visited, clicks on advertisements, advertisement(s) served, in game location, length of time an advertisement was visible, size of the advertisement, advertisement response (if any), game play information, general online and Application-specific usage data and metrics as well as angle of view. **The foregoing data may be collected, used, stored, transmitted and disclosed pursuant to the EA privacy policy at ea.privacy.com, the privacy policy of the company providing the ad serving technology and may be disclosed to other third parties in a form that does not personally identify you.**

See Appendix A for a non-exclusive list of third parties that may collect data about your online behavior via this Application. Appendix A includes both analytics companies and ad networks (discussed above in Section 2) and includes URL's for those third parties' privacy policies and opt outs (if applicable). You are responsible for reviewing the privacy policies of the third parties that may collect information via this Application. If you do not wish to review those privacy policies or if you are concerned about the information they may collect, do not install or use this Application. EA does not guarantee that all third parties that may collect information about you via this Application have an opt out for behavioral tracking. In addition, EA does not guarantee or warrant that opting out of behavioral tracking from some or all of the entities listed in Appendix A will opt you out of advertising entirely. Rather, if you opt out, you may continue to receive the same amount of mobile ads, but they may be less relevant because they will not be based on your interests.

This ad serving technology is integrated into the game; if you do not want to use this technology, do not install or use this Application.

4. **4.Application Communications and Conduct/Privacy Settings; Origin Terms.** Your use of online features available via the Application, if any, is governed by EA's Terms of Service, available at www.ea.com.

EA reserves the right to monitor communications on the Application and disclose any information EA deems necessary to (i) ensure your compliance with this License; (ii) satisfy any applicable law, regulation or legal process; (iii) protect the rights, property and interests of EA, its employees, its licensors or the public. EA also reserves the right to edit, refuse to transfer and/or to remove any information or materials, in whole or in part, in EA's sole discretion.

A. Origin Services

SCRABBLE USERS: SEE IMPORTANT INFORMATION ABOUT YOUR USE OF ORIGIN SERVICES BELOW.

For Applications with Origin social services integrated therein, when you establish your Application profile, your privacy settings will govern how others can search for you within the service as well as who can see your profile, which will show which games and/or applications you have and play on your device (among other items that you choose to disclose). When you log into the Application and if you choose to connect with friends on the Application, you agree that your friends will receive notifications about your game play activity, Application usage and stats. If you do not want your friends to receive such notifications at any time, you can visit your privacy settings and/or block users at any time.—When you log in initially, you also agree that your friends can search for you on Origin services (both mobile and PC) using your email address, among other identifiers that you may indicate. You may be able to change that preference by visiting your privacy settings on your profile page.

Select Origin services will be available on both PC and mobile platforms. You can log into all Origin services using your Origin Account (formerly EA Account). Your Origin friends list, if you choose to have one, will be the same no matter where you log in. For instance, if you utilize Origin features on your mobile application, your mobile Origin friends will appear in your Origin friends list on PC when you log in and vice versa. Likewise, your Origin PC friends' list will also appear on your Origin mobile friends' list when you log in there and vice versa. **If you do not want friends to see your mobile and/or PC profile, including a list of your mobile and/or PC games and/or entitlements, please be sure to set your profile visibility settings to private or “no one can see.”** You can block friends and/or

revisit your privacy settings at any time. Your profile visibility settings will remain constant across Origin platforms. **Your last communicated preference for profile visibility will govern visibility of your profile across all Origin service environments (i.e. mobile and PC).** Your email searchability settings will also remain constant, meaning that if you allow your friends to find you via email address on Origin on mobile, members will be able to find you by searching for your email address in the PC Origin environment as well and vice versa. **Your last communicated email searchability preference will apply to all Origin service environments (i.e. mobile and PC).** Keep in mind that when you log into Origin on mobile, you agree to allow members search for you via your email address. This preference will also apply to your Origin PC profile. If you do not want to be searchable on Origin by email address, please visit your privacy settings via your profile page. Note, however, that if you wish to turn off notifications to your friends about your game play events and stats, you must do so separately on mobile and PC Origin environments. On PC, you must disable chat to turn off notifications. In the mobile Origin environment, you must separately disable notifications via your privacy settings. Likewise, if you wish not to have members find you using Facebook Connect, be sure to log out of Facebook in both the mobile PC Origin environments **and** adjust your privacy settings accordingly. Check your privacy settings in all Origin environments often to ensure that they are set according to your preferences.

IMPORTANT INFORMATION FOR USERS OF ORIGIN SERVICES VIA SCRABBLE MOBILE: Origin Services on Scrabble do not currently have privacy settings other than email searchability. Accordingly your Scrabble friends will see your Scrabble game activity and statistics via their newsfeeds in Origin mobile services in other games. If you would like to opt out of this sharing feature, please contact us at help@eamobile.com.

Always use caution when giving out any personally identifiable information about you or your children when using the Application. EA does not endorse the content, messages and/or information exchanged by means of the Application and therefore you agree that EA is not liable with respect to the Application in general and/or any action resulting therefrom.

You are responsible for all actions that occur in connection with the Origin Account (formerly called "EA Account") you use to register and log into this Application. You agree to notify EA immediately of any unauthorized use of your Origin or EA Account or breach in security known to you related to the Application.

5. **System Interaction.** The Application requires device resources in order to perform and may impede the functionality of other applications or software on your device. The Application may slow and/or otherwise affect the performance

of your device and other applications or software installed and/or running thereon. You may experience technical issues after use of the Application. By using the Application, you acknowledge and agree to the foregoing risks of use. IF YOU DO NOT AGREE TO AND ACKNOWLEDGE THESE POTENTIAL ISSUES, DO NOT USE THE APPLICATION.

6. **Consent to Public Display of Data.** If you participate in online services, such as online play or the downloading and uploading of content, EA may also collect, use, store, transmit and publicly display statistical data regarding game play (including scores, rankings and achievements), or identify content that is created and shared by you with other players. Data that personally identifies you is collected, used, stored and transmitted in accordance with EA's Privacy Policy located at www.ea.com.

7. **Termination.** This License is effective until terminated. Your rights under this License will terminate immediately and automatically without any notice from EA if you fail to comply with any of the terms and conditions of this License. Promptly upon termination, you must cease all use of the Application and destroy all copies of the Application in your possession or control. Termination will not limit any of EA's other rights or remedies at law or in equity. Sections 1(E), 2 through 18, and any Supplemental Terms of this License shall survive termination or expiration of this License for any reason.

8. **Disclaimer of Warranties.** TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE APPLICATION IS PROVIDED TO YOU "AS IS," WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND, WITHOUT PERFORMANCE ASSURANCES OR GUARANTEES OF ANY KIND, AND YOUR USE IS AT YOUR SOLE RISK. THE ENTIRE RISK OF SATISFACTORY QUALITY AND PERFORMANCE RESIDES WITH YOU. EA AND EA'S LICENSORS (COLLECTIVELY "EA" FOR PURPOSES OF THIS SECTION AND SECTION 9) DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING IMPLIED WARRANTIES OF CONDITION, UNINTERRUPTED USE, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY RIGHTS, AND WARRANTIES (IF ANY) ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EA DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE APPLICATION; THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS; THAT OPERATION OF THE APPLICATION WILL BE UNINTERRUPTED OR ERROR-FREE; THAT THE APPLICATION WILL INTEROPERATE OR BE COMPATIBLE WITH ANY OTHER APPLICATION; THAT ANY ERRORS IN THE APPLICATION WILL BE CORRECTED; OR THAT THE APPLICATION WILL BE AVAILABLE FOR REINSTALLS TO THE SAME OR MULTIPLE DEVICES. NO ORAL OR WRITTEN ADVICE PROVIDED BY EA, APPLE OR ANY AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED

WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

9. **Limitation of Liability.** TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IN NO EVENT SHALL EA OR ITS LICENSORS BE LIABLE TO YOU FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER FORM OF DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES FROM ANY CAUSES OF ACTION ARISING OUT OF OR RELATED TO THIS LICENSE OR THE APPLICATION, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE, WHETHER OR NOT EA OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. SOME JURISDICTIONS DO NOT ALLOW A LIMITATION OF LIABILITY FOR DEATH, PERSONAL INJURY, FRAUDULENT MISREPRESENTATIONS OR CERTAIN INTENTIONAL OR NEGLIGENT ACTS, OR VIOLATION OF SPECIFIC STATUTES, OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. In no event shall EA's and its licensors' total liability to you for all damages (except as required by applicable law) exceed the amount actually paid by you for the Application.

10. **Limitation of Liability and Disclaimer of Warranties are Material Terms of this License.** You agree that the provisions in this License that limit liability are essential terms of this License.

11. **Severability and Survival.** If any provision of this License is illegal or unenforceable under applicable law, the remainder of the provision shall be amended to achieve as closely as possible the effect of the original term and all other provisions of this License shall continue in full force and effect.

12. **U.S. Government Restricted Rights.** If you are a government end user, then this provision applies to you. The Application provided in connection with this License has been developed entirely at private expense, as defined in FAR section 2.101, DFARS section 252.227-7014(a)(1) and DFARS section 252.227-7015 (or any equivalent or subsequent agency regulation thereof), and is provided as "commercial items," "commercial computer Application" and/or "commercial computer Application documentation." Consistent with DFARS section 227.7202 and FAR section 12.212, and to the extent required under U.S. federal law, the minimum restricted rights as set forth in FAR section 52.227-19 (or any equivalent or subsequent agency regulation thereof), any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by

this License and shall be prohibited except to the extent expressly permitted by this License.

13. **Injunctive Relief.** You agree that a breach of this License will cause irreparable injury to EA and/or its licensors for which monetary damages would not be an adequate remedy and EA and/or its licensors shall be entitled to seek equitable relief in addition to any remedies they may have hereunder or at law without a bond, other security or proof of damages.

14. **Governing Law.** If you reside in a Member State of the European Union: (i) the laws of England, excluding its conflicts-of-law rules, govern this License and your use of the Application; and (ii) you expressly agree that exclusive jurisdiction for any claim or action arising out of or relating to this License and/or your use of the Application shall be the Courts of England, and you expressly consent to the exercise of personal jurisdiction of such courts. If you reside elsewhere: (i) the laws of the State of California, excluding its conflicts-of-law rules, govern this License and/or your use of the Application; and (ii) you expressly agree that, to the extent applicable pursuant to Section 16, below, jurisdiction for any claim or action arising out of or relating to this License and/or your use of the Application shall be the federal or state courts that cover San Mateo County, California, and you expressly consent to the exercise of personal jurisdiction of such courts. Please note that your conduct may also be subject to other local, state, national, and international laws. The parties agree that the UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) shall not apply to this License or to any dispute or transaction arising out of this License.

15. **Export.** You agree to abide by U.S. and other applicable export control laws and agree not to transfer the Application to a foreign national or national destination, which is prohibited by such laws, without first obtaining, and then complying with, any requisite government authorization. You certify that you are not a person with whom EA is prohibited from transacting business under applicable law.

16. **Dispute Resolution By Binding Arbitration.**

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

A. Most of your concerns can be resolved quickly and to your satisfaction by logging into the EA customer support interface with your Account at <http://support.ea.com/>. **In the unlikely event that EA cannot resolve a concern to your satisfaction (or if EA cannot resolve a concern it has with you after attempting to do so informally), then you and EA agree to be bound by the following procedure to resolve any and all disputes between us. This provision applies to all consumers to the fullest extent allowable by law, but expressly excludes residents of Quebec, Switzerland, Russia and the Member States of the European Union. This agreement is intended**

to be interpreted broadly. It covers any and all disputes between us (“Disputes”), including without limitation:

- (a) claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- (b) claims that arose before this Agreement or any prior agreement (including, but not limited to, claims relating to advertising);
- (c) claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- (d) claims that may arise after the termination of this Agreement.

The only disputes that are not covered by this Section 16 are the following:

- 1) a claim to enforce or protect, or concerning the validity of, any of your or EA’s (or any of EA’s licensors’) intellectual property rights;
- 2) a claim related to, or arising from, allegations of theft, piracy, or unauthorized use;
- 3) In addition, nothing in this Agreement shall prevent either party from initiating a small claims court action.

By entering into this Agreement, you and EA expressly waive the right to a trial by jury or to participate in a class action. With respect to this Section 16, References to "EA," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or Software under this or prior agreements between us. This EULA evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Section 16. This arbitration provision shall survive termination of this EULA.

B. Informal Negotiations/Notice of Dispute. You and EA agree to first attempt to resolve any Dispute informally before initiating arbitration. Such negotiations commence upon receipt of written notice from one person to the other (“Notice of Dispute”). Notices of Dispute must: (a) include the full name and contact information of the complaining party; (b) describe the nature and basis of the claim or dispute; and (c) set forth the specific relief sought (“Demand”). EA will send its Notice of Dispute to your billing address (if you provided it to us) or to the email address you provided to us. You will send your Notice of Dispute to: Electronic Arts Inc., 209 Redwood Shores Parkway, Redwood City CA 94065, ATTENTION: Legal Department.

C. Binding Arbitration. If you and EA are unable to resolve a Dispute through informal negotiations within 30 days after receipt of the Notice of Dispute, either you or EA may elect to have the Dispute 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. 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. If such costs are determined by the arbitrator to be excessive, or if you send EA a notice to the Notice of Dispute address above indicating that you are unable to pay the fees required to initiate an arbitration, then EA will promptly pay all arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator shall make a decision in writing, and shall provide a statement of reasons if requested by either party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. You and EA may litigate in court to compel arbitration, to stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

D. **Restrictions.** You and EA agree that any arbitration shall be limited to the Dispute between EA and you individually. To the full extent permitted by law: (a) no arbitration shall be joined with any other arbitration proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class action-basis or to utilize class action procedures; and (c) 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. **YOU AND EA 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.** Further, unless both you and EA agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this dispute resolution/arbitration provision shall be null and void.

E. **Location.** If you are a resident of the United States, arbitration will take place at any reasonable location convenient for you. For residents outside the United States, arbitration shall be initiated in the County of San Mateo, State of California, United States of America, and you and EA agree to submit to the personal jurisdiction of that court, in order to compel arbitration, to stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

F. **Recovery and Attorneys’ Fees.** If the arbitrator rules in your favor on the merits of any claim you bring against EA and issues you an award that is greater

in monetary value than EA's last written settlement offer made before final written submissions are made to the arbitrator, then EA will:

- (a) Pay you 150% of your arbitration award, up to \$5,000 over and above your arbitration award; and
- (b) Pay your attorney, if any, the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that you or your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.

The right to attorneys' fees and expenses discussed above supplements any right to attorneys' fees and expenses you may have under applicable law, although you may not recover duplicative awards of attorneys' fees or costs. EA waives any right it may have to seek an award of attorneys' fees and expenses in connection with any arbitration between us.

G. Limitation on Arbitrator's Authority. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

H. Changes to Agreement. Notwithstanding any provision in this Agreement to the contrary, we agree that if EA makes any future change to this arbitration provision (other than a change to the Notice of Dispute address), you may reject any such change by sending us written notice within thirty (30) days of the change to the Notice of Dispute address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

17. Entire Agreement. This License constitutes the entire agreement between you and EA with respect to the Application and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this License will be binding unless made in writing and signed by EA. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. In the event of a conflict between this License and any applicable purchase or other terms, the terms of this License shall govern.

Supplemental Terms For Apple iPhone, iPod Touch and iPad Users

These terms supplement and are in addition to the terms of the License for users who purchase and/or install the Application on Apple, Inc. ("Apple") iPhone, iPod touch and/or iPad products (collectively, "Apple Devices"):

- A. Through your purchase, provided that you comply with the terms of this License, you are acquiring and EA and its licensors grant you a personal, limited, non-exclusive and non-transferable license to install and use the Application on authorized Apple Device(s) for personal, non-commercial use and subject to the Usage Rules set forth in Apple's App Store Terms and Conditions. This License does not entitle you to receive from EA hard-copy documentation, support, telephone assistance or enhancements or updates to the Application.
- B. You agree that Apple has no obligation whatsoever to furnish any maintenance and support services regarding the Application.
- C. Apple shall not be responsible for any claims by you or any third party relating to your possession and/or use of the Application, including but not limited to: (i) product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; (iii) claims arising under consumer protection laws or similar legislation; and (iv) claims by any third party that the Application or your possession and use of the Application infringes on the intellectual property rights of the third party.
- D. You represent and warrant that you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and that you are not listed on any U.S. Government list of prohibited or restricted parties.
- E. You agree that Apple and Apple's subsidiaries, and Lucasfilm Ltd. and Lucasfilm Ltd.'s subsidiaries ("Lucasfilm") are third party beneficiaries of this License and that upon your acceptance of the terms and conditions of this License, Apple and Lucasfilm will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof.

APPENDIX A

Technology Provider	Privacy Policy	Opt-Out (if applicable)
Ad Knowledge/ Super Rewards	http://www.srpoints.com/legal-center/privacy	Uninstall program
Adenyo	http://www.adenyo.com/	N/A
AdFonic	http://adfonic.com/end-user-privacy-policy	N/A
AdKnowledge	http://www.adknowledge.com/privacy-center/privacy-policy	N/A
AdMarvel	http://www.admarvel.com/AdMarvel_Privacy_Policy_2011.pdf	N/A
AdMax Network	http://www.admaxnetwork.com/article.php?id=361&bcat=&s_cat=	http://www.admaxnetwork.com/article.php?id=361&bcat=&s_cat=
AdMob	http://www.admob.com/home/privacy	N/A
Adobe SiteCatalyst (formerly Omniture)	http://www.omniture.com/en/privacy/product	http://www.omniture.com/en/privacy/policy#optout
AdSense	http://www.google.com/privacy/privacy-policy.html	http://www.google.com/ads/preferences
BrightRoll	http://www.brightroll.com/privacy/	http://www.brightroll.com/privacy/opt-out/
Burstly	https://docs.google.com/View?id=dfz5cgjh_63fc2sfjcz	n/a
CPX Interactive	http://www.cpxinteractive.com/privacy-policy	http://ad.yieldmanager.com/opt-out
DNSR Media	http://dsnrng.com/Privacy.aspx	http://dsnrng.com/Privacy.aspx
Facebook Insights	https://www.facebook.com/about/privacy/	N/A
Flurry	http://www.flurry.com/about-us/legal/privacy.html	N/A
GetJar	http://www.getjar.com/privacy/	N/A
Google Analytics	http://www.google.com/intl/en/analytics/privacyoverview.html	http://tools.google.com/dlpage/gaoptout?hl=en
Google Apps	http://www.google.com/intl/en/privacy/privacy-policy.html	http://www.google.com/intl/en/privacy/privacy-policy.html
Greystripe	http://www.greystripe.com/aboutgreystripe/privacypolicy/	N/A

iAd	http://advertising.apple.com/	http://oo.apple.com
InMobi	http://www.inmobi.com/terms/privacy-policy/	N/A
Inneractive	http://inner-active.com/content/10	N/A
Jirbo, Inc.	http://clients.adcolony.com/index.php?section=privacypolicy	N/A
iVdopia	http://www.ivdopia.com/?page=privacypolicy	http://www.vdopia.com/w3c/optout.php
JumpTap	http://www.jumptap.com/privacy	http://opt.jumptap.com/optout/opt
Kontagent	http://www.kontagent.com/privacy-policy/	N/A
Loop	http://www.loopinsight.com/privacy/	N/A
MadHouse	http://www.madhouse.cn/en/privacy.php	N/A
MdotM	http://mdotm.com/page/privacy	N/A
Medialets	http://www.medialets.com/privacy/	N/A
MillennialMedia	http://www.millennialmedia.com/privacy-policy/	http://lp.mp.mydas.mobi/custom/optout
MMAD+	https://mmadplus.com/privacy	N/A
Mobelix	http://www.mobelix.com/privacypolicy	http://www.mobelix.com/optout/
MobileFuse	http://www.mobilefuse.com/privacy.html	N/A
Mojiva	http://www.mojiva.com/privacy	N/A
MoPub	http://www.mopub.com/mopub-ads-privacy-policy/	N/A
Multi Channel Network	http://mcn.com.au/Privacy.aspx	N/A
RingLeader Digital	http://www.ringleaderdigital.com/privacy-policy	http://ringleaderdigital.com/optout.php
RockYou Media	http://rockyou.com/ry/privacypolicy	N/A
Say Media (formerly Video Egg)	http://www.saymedia.com/privacy-policy.php	http://www.saymedia.com/privacy-policy.php
Smaato	http://www.smaato.com/privacy	N/A
Social Games Advertising Network (a WeeWorld	http://www.weeworld.com/privacy/default.aspx	http://www.networkadvertising.org/managing/opt_out.asp

Company)		
SupersonicAds	http://www.supersonicads.com/index.php/Privacy_Policy	N/A
TapAd	http://www.tapad.com/privacy.html	http://www.tapad.com/privacy.html
Tapjoy	https://www.tapjoy.com/privacy.html	https://www.tapjoy.com/privacy.html
TrafficMarketplace	http://www.trafficmarketplace.com/privacy/	http://www.trafficmarketplace.com/optout.php
Transpera	http://www.transpera.com/privacypolicy.php	N/A
Tremor Media	http://www.tremormedia.com/about-us/privacy-policy/	http://www.tremormedia.com/about-us/privacy-policy/
Tribal Fusion	http://www.exponential.com/who-we-are/privacy-policy.jsp	http://www.exponential.com/who-we-are/cookie-thankyou.jsp
ValueClick	http://www.valueclickmedia.com/about/privacy/display-web-user	http://www.networkadvertising.org/managing/opt_out.asp#
Velti	http://www.velt.com/about-us/privacy	N/A
Where.com	http://site.where.com/legal/privacy-policy/	N/A
Wild Tangent	http://about.wildtangent.com/legal/privacy	N/A
YuMe	http://www.yume.com/content/privacy-policies	http://www.networkadvertising.org/managing/opt_out.asp
ZestAdz	http://www.zestadz.com/static/privacy	N/A