

Fuze.tv TERMS OF SERVICE

Last Revised: September 14, 2020

These terms of Service, together with any other agreements or terms incorporated by reference, including the Fuze.tv Privacy Policy (available at [<https://fuze.tv/docs/privacy-policy>]) (the "**Terms**") govern your use of the Services. These Terms constitute a binding and enforceable legal contract between Fuze.tv and You. By accepting these Terms electronically by clicking a box indicating your acceptance, or by using the Services, you agree to these Terms. If you are entering into these Terms on behalf of a company or another legal entity, you represent that you have the authority to bind such entity and its affiliates to these Terms, in which case the term "**You**" will refer to such entity and its affiliates. If the legal entity that you represent does not agree with these Terms, you must not accept these Terms or use the Services.

1. Definitions

- 1.1. "**Account**" means an online account registered by You for the purpose of using the Services.
- 1.2. "**Additional Services**" means Services that You purchase, as distinguished from the Services which are provided for free. Fuze.tv may, at its discretion, decide that Services which have heretofore been available without charge shall become Additional Services, which may be provided for a fee and such change shall become effective upon posting on the Fuze.tv website.
- 1.3. "**Content**" means any files, data, material and information submitted, uploaded and stored by You through the Services.
- 1.4. "**Platform**" means the Fuze.tv online solution for eSports fans to directly engage with games in real time, including sharing content.
- 1.5. "**Services**" means any applications, products, Services, documentation, and software made available through the Platform.
- 1.6. "**User Data**" means data relating to your use of the Platform and Services, including but not limited to information related to:
 - 1.6.1. your contact and payment information, including email addresses and credit card or other payment remittance information;
 - 1.6.2. information obtained by or provided through the Services;
 - 1.6.3. settings, preferences chosen, and resource usage;
 - 1.6.4. free text submitted by You.
- 1.7. "**We**", "**Us**", "**Fuze.tv**" or "**Our**" means Quarterback Inc.
- 1.8. "**You**" or "**Customer**" means the individual accepting these Terms.

2. The Services

- 2.1. **Access to the Platform.** You may access and use the Services through the Platform solely for your own personal use. We may update the Services from time to time, including adding or removing functions.
- 2.2. **Additional Services Registration.** Following the initial registration of an Account, and payment of relevant fees, if any, you will have the ability to access Additional Services through the Platform.
- 2.3. **Software.** Some Services may require you to download software. If any software is

offered under an open source license, we will make the license available to you and the provisions of that license shall apply notwithstanding any provisions to the contrary under these Terms.

- 2.4. **Service Providers.** We may use third-parties in the operation of our Services or to perform any of our obligations (each a "**Service Provider**"), including using Service Providers for cloud infrastructure and hosting Services. In order for our Service Providers to be able to provide you with certain aspects of the Services, we may share your data or Content with such Service Provider. Our agreements with Service Providers outline the appropriate use and handling of this information and prohibit the Service Provider from using any of your information for purposes unrelated to the Services.
- 2.5. **Children under 16.** The Service is not directed at children. If you are a child, please do not use or attempt to register to use the Service.

3. Charges

- 3.1. **Using the Services.** Other than as explicitly set out on the Platform, the Service is made available to you free of charge. We may charge you for certain Additional Services. If we charge any fees for any Additional Services, the charges for such Additional Services, and any terms and conditions applicable thereto will be detailed in the applicable online description of such Additional Services.
- 3.2. **Payment Policy.** You authorize Fuze.tv, directly or through third-parties, to make any inquiries we consider necessary to help verify or check your identity or prevent fraud. This may include asking you to provide a form of government identification (e.g., driver's license or passport), your date of birth and other information that is necessary to confirm ownership of your email address or payment method that you have added to your Account, such as a credit card, debit card or PayPal account ("**Payment Method**"). You must provide Fuze.tv with accurate information in relation to your Payment Method. Additionally, you authorize Fuze.tv to store your Payment Method and charge your Payment Method as outlined in these Terms. When you select and provide information to us pursuant to a Payment Method, you confirm that you are permitted to use that Payment Method and you authorize us and our designated payment processor to charge the full amount due for the applicable Additional Services to the Payment Method you designate for the purchase. All purchases are final and no refunds or credits will be provided. We will take steps to rectify any payment processing errors of which we become aware. These steps may include crediting or debiting (as appropriate) the same Payment Method used for the original payment by you, so that you end up paying the correct amount.

4. Credits

- 4.1. **Calculation.** Certain Services may allow you to generate revenue from your use of the Platform, as set forth in the applicable online description of such Services. Fuze.tv measures, through its servers, the number of indicators necessary for calculating the credits to which you are entitled ("Fuze.tv Statistics"). The Fuze.tv Statistics are available to You within the Platform. Fuze.tv will pay You the credits due to You, as calculated solely on the basis of Fuze.tv Statistics ("Your Earnings"), which shall be provided to You on an on-going basis.
- 4.2. **Taxes.** You agree to pay or to bear the costs of all applicable taxes and charges imposed by any government entity in connection with Your use of the Services, including without limitation taxes and charges related to Your receipt of Your Earnings.

- 4.3. **Exclusions.** Fuze.tv shall have no liability to pay for any earnings resulting from fraudulent activity by You or a third party, as determined by Fuze.tv.

5. Registration and User Account

- 5.1. **Establishing an Account.** You must register and establish an Account in order to use our Services.
- 5.2. **SNS Account.** You may register an Account by logging into your account with certain third-party social networking sites (“**SNS**”) including, but not limited to, Facebook (each such account, a “**Third-Party Account**”), as described below. As part of the functionality of the Services, you may link your Account with Third-Party Accounts, by either: (i) providing your Third-Party Account login information to Fuze.tv through the Service; or (ii) allowing Fuze.tv to access your Third-Party Account, as permitted under the applicable terms and conditions that govern your use of each Third-Party Account. By registering an Account through an SNS, You represent that you are entitled to disclose your Third-Party Account login information to Fuze.tv and/or grant Fuze.tv access to your Third-Party Account (including, but not limited to, for use for the purposes described herein), without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating Fuze.tv to pay any fees or making Fuze.tv subject to any usage limitations imposed by such third-party Service providers.
- 5.3. **Account Information.** You must safeguard and not disclose your Account username and password and you must supervise the use of such Account. You must provide us accurate and complete information in order to create an Account. You agree to keep your Account information up to date and accurate. YOU ARE SOLELY AND FULLY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF THE ACCOUNT USERNAMES AND PASSWORDS. YOU ARE SOLELY AND FULLY RESPONSIBLE FOR ALL ACTIVITIES THAT OCCUR UNDER THE ACCOUNT. You must notify us immediately of any unauthorized use of your Account or any other breach of security.
- 5.4. **SNS Account Information.** By granting Fuze.tv access to any Third-Party Accounts, you understand that Fuze.tv will access, make available and store (if applicable) any content that you have provided to and stored in your Third-Party Account (“**SNS Content**”) so that it is available on and through the Platform via your Account. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts will be available on and through your Account on the Services. Please note that, if a Third-Party Account or associated Service becomes unavailable or Fuze.tv access to such Third-Party Account is terminated by the third-party Service provider, then SNS Content will no longer be available on and through the Services. You have the ability to disable the connection between your Account and your Third-Party Accounts, at any time, on the Platform. Fuze.tv makes no effort to review any SNS Content for any purpose, including but not limited to for accuracy, legality or non-infringement and Fuze.tv is not responsible for any SNS Content.
- 5.5. **Deletion of Account.** You may delete your Account at any time, by contacting us at [support@Fuze.tv]. Any Content and other information and data entered into the Services may be permanently deleted if you delete the Account, provided we may retain certain information as required to comply with our legal obligations, resolve

disputes and enforce our agreements (unless we are instructed otherwise).

- 5.6. **Use of Data.** Fuze.tv may collect User Data, and You hereby grants Fuze.tv permission to collect User Data available on the Platform and to use such User Data to improve the Platform performance and functionality and improve Services and support to Fuze.tv customers and for other business purposes including monitoring, statistical data gathering, diagnostics, comparative analyses, press and supplies utilization, complementary solutions usage, security and software integrity assurance, remote control and support and click performance tracking and billing. Fuze.tv may use various analytics tools including Google Analytics in performing the above. Fuze.tv does not provide an opt-out option from the use of such analytics tools and therefore You should refrain from registering for the Services if You do not agree to the use of analytics tools in connection with the User Data. Where applicable, User Data collected by Fuze.tv will be shared with You or any Service provider who may, directly or indirectly, provide You with support or other supplementary Services in connection with the Services. Fuze.tv may further use User Data as set forth in its privacy policy referenced above.

6. Your Content

- 6.1. **License to Content.** You grant us a worldwide, non-exclusive license to host, copy and use your Content as required in order to provide You with the Services. Subject to this limited license we do not acquire any right in your Content and You or your licensors retain all rights and ownership to your Content. You warrant that You have full rights to provide to us any Content that You provide through the Services. We have policies in place to limit the access of our employees to Content. Where policies permit access to the Content, it is only for the purpose of providing the Services and supporting You in your use of the Services.
- 6.2. **Responsibility for Content.** The Services are not intended to be used as storage, backup or archiving Services. It is your responsibility to back up your Content and you are responsible for any lost or unrecoverable Content.

7. Use Obligations and Restrictions

- 7.1. **Obligations.** You agree to do each of the following in connection with your use of the Services: (i) comply with all applicable laws, rules and regulations, including those regarding data privacy, intellectual property rights and export control; (ii) pay the fees for the Services, if applicable, when due; (iii) use reasonable security precautions for providing access to the Services by your users, customers or other individuals to whom You provide access.
- 7.2. **Restrictions.** Your access to the Services and use of the Services is subject to the following terms and all applicable laws and regulations. You may not:
- 7.2.1. whether by yourself or anyone on your behalf
- 7.2.1.1. sell, resell, or lease the Services or access or attempt to access the Services by any means other than the interface we provided or authorized;
 - 7.2.1.2. circumvent any access or use restrictions put into place to prevent certain uses of the Services;
 - 7.2.1.3. use the Services to store, share or transmit content which is unlawful, infringing, harmful or which violates any person's rights, including privacy rights and intellectual property rights;
 - 7.2.1.4. attempt to disable, impair, or destroy the Services, or Platform;

- 7.2.1.5. reverse engineer or decompile the Services, attempt to do so, or assist anyone in doing so;
- 7.2.1.6. access or use the Services if you are not fully able and legally competent to agree to the Terms;
- 7.2.1.7. access or use the Services if you are not authorized to use the Services by your parent or legal guardian;
- 7.2.1.8. use automated scripts to interact with the Services;
- 7.2.1.9. use automated scripts to collect information from the Services;
- 7.2.1.10. impersonation any person or entity or create a false identity on Services;
- 7.2.1.11. intimidate or harass another;
- 7.2.1.12. promote any material which is defamatory of any person, hateful, inflammatory, obscene, offensive or pornographic;
- 7.2.1.13. promote sexually explicit material, violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- 7.2.1.14. promote any material that would constitute, encourage or provide instructions for a criminal offence, dangerous activities or self-harm;
- 7.2.1.15. use the Services to upload, transmit, distribute, store or make available logic bombs, trojans, viruses, worms etc.;

We reserve the right, at any time to remove or block access to content without prior notice at our discretion for any reason or without reason. Finding the content objectionable, in violation of the Terms is one of the reasons we may remove and/or disable access to content. There is no tolerance for objectionable and Terms violating content and users.

8. Intellectual Property Rights

- 8.1. **Retention of Rights.** All rights not expressly granted to You under these Terms are reserved by Fuze.tv and its licensors. We and our licensors reserve all rights, title and interest to the Services, the Platform and any of their related intellectual property rights. The Terms do not convey to You an interest in or to Fuze.tv intellectual property rights. Nothing in the Terms constitutes a waiver of Fuze.tv Intellectual Property Rights under any law.
 - 8.2. **Feedback.** To the extent You provide us any feedback, comments or suggestions ("**Feedback**"), you grant us a royalty-free, fully paid up, worldwide, perpetual and irrevocable license to incorporate the Feedback into the Services or any of our current or future products or Services.
9. **Indemnification.** You will indemnify, defend, and hold harmless Fuze.tv, its affiliates, resellers, employees and agents (the "**Indemnified Parties**") from and against all liabilities, damages, and costs (including reasonable attorneys' fees) arising out of any claim, demand, suit or proceeding by a third-party alleging that your Content or your use of the Services infringes or misappropriates a third-party's intellectual property rights or violates applicable law or that your use of the Services is in violation of these Terms.

10. Disclaimers of Warranties

- 10.1. THE SERVICES ARE PROVIDED ON AN "AS IS", AND "AS AVAILABLE" BASIS, AND Fuze.tv DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO RELIABILITY OF SERVICE,

WARRANTIES OF NON-INFRINGEMENT OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. WE DISCLAIM ALL LIABILITY AND ANY OBLIGATIONS FOR ANY HARM OR DAMAGE CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

- 10.2. OTHER THAN AS EXPRESSLY STATED IN THE TERMS WE DO NOT WARRANT THAT THE SERVICES WILL BE SECURE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF DEFECTS.

11. Limitation of Liability

- 11.1. IN NO EVENT WILL Fuze.tv BE LIABLE FOR (I) INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES; OR (II) LOSS OF PROFITS OR REVENUE, LOSS OF DATA, BUSINESS INTERRUPTION, OR LOSS OF GOODWILL, IN EACH CASE ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF Fuze.tv HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 11.2. IN NO EVENT WILL Fuze.tv TOTAL LIABILITY TO YOU FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS OR TO THE SERVICES EXCEED AN AMOUNT OF US\$100.00.
- 11.3. THESE LIMITATIONS WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

12. Term and Termination

- 12.1. **Term.** These Terms commence on the date you first accept them and will remain in effect until these Terms are terminated.
- 12.2. **Termination.** You may stop using the Services at any time and you may delete your Account. We may suspend or terminate your access to the Services at any time at our discretion and without notice if You do not comply with these Terms. Upon termination of the Services to You, the Account will be terminated, and from the date of termination You will no longer be able to access your Account.
- 12.3. **Survival.** The provisions of these Terms that, by their nature and content, must survive the termination of these Terms in order to achieve the fundamental purposes of these Terms shall so survive. Without limiting the generality of the foregoing, the Intellectual Property Rights, Disclaimers of Warranties, Limitation of Liability, Governing Law and Jurisdiction and General sections, will survive the termination or expiration of the Terms.

13. Governing Law and Jurisdiction

These Terms are governed by the laws of the state of New York excluding rules as to choice and conflicts of law and the courts in the state of New York will have jurisdiction; however, Fuze.tv or its Affiliate may bring suit for payment in the country where your entity is located. You and Fuze.tv agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.

14. General

- 14.1. **Changes to Terms.** Fuze.tv may change the Terms from time to time, and such change will become effective upon the date on which it is posted on the Platform. You are responsible for checking the Platform regularly for such changes. By continuing to access or use the Services you agree to be bound by the revised Terms.
- 14.2. **Severability.** If any part of these Terms is deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the rest of these Terms and shall not affect the validity and enforceability of any of the

remaining provisions of these Terms. In such cases, the part deemed invalid or unenforceable shall be construed in a manner consistent with applicable law to reflect, as closely as possible, the original intent of the parties.

- 14.3. **Waiver.** No waiver by us of a breach of any of the provisions of terms of these Terms shall be construed as a waiver of any preceding or succeeding breach of any of the provisions of these Terms.
- 14.4. **Relationship.** Nothing in these Terms shall be construed as creating any agency, partnership, trust arrangement, fiduciary relationship or any other form of joint enterprise between You and Fuze.tv.
- 14.5. **Entire Agreement.** These Terms contain the entire agreement between Fuze.tv and You relating to your use of the Services and supersedes any and all prior agreements between Fuze.tv and You in relation to the same. You confirm that, in agreeing to accept these Terms, You have not relied on any representation except as has expressly been made by Fuze.tv in these Terms.
- 14.6. **Assignment.** You may not assign your rights or delegate your obligations under these Terms without Fuze.tv prior written consent. Any purported assignment contrary to this section will be null and void and without effect. Fuze.tv may assign its obligations hereunder among the various Fuze.tv entities within the Fuze.tv group, by a change to the definition of Fuze.tv hereunder which change will become effective upon posting on the Platform.
- 14.7. **No Third-Party Rights.** There are no third-party beneficiaries to these Terms. Without limiting this section, users are not third-party beneficiaries to your rights under these Terms.