

END-USER LICENSING AGREEMENT

You agree to these terms when you use our services.

Welcome to Fantasy Tribes. This Agreement governs your access and use of products, content and services offered by Fantasy Tribes and its subsidiaries (collectively "Fantasy Tribes"), including but not limited to software and related updates, upgrades and features, and all online and mobile services, platforms, websites, and live events hosted by or associated with Fantasy Tribes (collectively "Fantasy Tribes Services").

BY USING FANTASY TRIBES SERVICES, YOU AGREE TO THESE TERMS. INSTALLATION OF ANY APP OR UTILIZATION OF ANY SOFTWARE OF FANTASY TRIBES SHALL BE DEEMED AS AN ACCEPTANCE OF THE TERMS CONDITIONS OF THIS USER AGREEMENT. FOR RESIDENTS OF CERTAIN COUNTRIES, YOU AGREE TO THE ARBITRATION AGREEMENT AND CLASS ACTION WAIVER DESCRIBED IN [SECTION 15](#) TO RESOLVE ANY DISPUTES WITH FANTASY TRIBES.

1. Fantasy Account

You need a Fantasy Tribes Account to utilize any of the Fantasy Tribes Services. To create one, you must be at least the [minimum age](#) and your parents must read and agree to these terms if you are a minor. Fantasy Tribes can suspend or terminate your account if you break this agreement. You may cancel your Fantasy Account at any time.

To create a Fantasy Tribes Account, you must have a valid email address, and provide truthful and accurate information. You must be eligible to use the Fantasy Tribes Services for which you are registering and must be a resident of a country where use of Fantasy Tribes Services is permitted.

You must be at least 14 years of age (or the minimum age of your country of residence) to create a Fantasy Tribes Account. If your age is between the relevant minimum age and 18 (or the age of majority where you live), you and your parent or guardian must review and agree to this Agreement together. Parents and guardians are responsible for the acts of children under 18 years of age when using Fantasy Tribes Services. Fantasy Tribes recommends that parents and guardians familiarize themselves with parental controls on devices they provide their child.

You are responsible for the activity on your Fantasy Tribes Account; it's yours, don't share it. Your Fantasy Tribes Account may be suspended or terminated if someone else uses it to engage in activity that violates this Agreement.

You may cancel your Fantasy Tribes Account at any time by contacting our Customer Service Department.

2. License

Fantasy Tribes grants you access to Fantasy Tribes Services to you for your personal enjoyment.

The Fantasy Services are licensed to you. Fantasy Tribes grants you a personal, limited, non-transferable (i.e., not for sharing), revocable and non-exclusive license to use the Fantasy Services to which you have access for your non-commercial use, subject to your compliance with this Agreement. You may not access, copy, modify or distribute any Fantasy Tribes Service or Content (as those terms are defined below), unless expressly authorized by Fantasy Tribes or permitted by law. You may not reverse engineer or attempt to extract or otherwise use source code or other data from Fantasy Services, unless expressly authorized by Fantasy Tribes or permitted by law. Fantasy Tribes or

its licensors own and reserve all other rights, including all right, title and interest in the Fantasy Services and associated intellectual property rights.

3. Content

Fantasy Tribes provides software content.

The Fantasy Services include Software Content. Software Content is the software, technology, text, forum posts, chat posts, profiles, widgets, messages, links, emails, music, sound, graphics, pictures, video, code, and all audio visual or other material appearing on or coming from Fantasy Tribes Services, as well as the design and appearance of our websites. Software Content also includes user-generated Content ("UGC"). UGC includes Fantasy Account personas, forum posts, profile content, a player's voice or other audio transmitted as part of social features available in or through Fantasy Tribes Services, images or other visual material submitted or otherwise contributed to or through Fantasy Tribes Services, and other Content contributed by users to Fantasy Services. All Software Content is owned by either Fantasy Tribes Services or its licensors, or is licensed to Fantasy Tribes and its licensors pursuant to [Section 5](#) below.

You will provide at your own expense the equipment, Internet connection and charges required to access and use Fantasy Tribes Services.

4. Availability of Fantasy Tribes Services and Updates

Our services may not always be available or operate on all devices. We also may make updates or changes to our services, which might affect your use.

We do not guarantee that any of the Fantasy Tribes Services or Software Content will be available at all times, in all locations, or at any given time or that we will continue to offer a particular service of Fantasy Tribes or its Software Content for any particular length of time. Fantasy Tribes does not guarantee that Fantasy Tribes Services can be accessed on all devices, by means of a specific Internet or connection provider, or in all geographic locations.

From time to time, Fantasy Tribes may update or modify any of the Fantasy Tribes Services or Software Content, and/or you may lose access to certain Software Content without notice if, at our discretion, we must remove such Software Content for legal, contractual and licensing obligations, technical limitations, or if the Software Content could harm Fantasy Tribes's reputation or cause any other form of harm in our sole discretion. Updates and modifications may be required in order to continue to use Fantasy Services.

Fantasy Tribes may need to update, or reset certain parameters to the Software Content. These updates or "resets" may cause you setbacks within may affect the Software Content.

Fantasy Tribes may also take actions on your Fantasy Tribes Account without notice to you to protect you or Fantasy Tribes, such as preventing unauthorized access, resetting Fantasy Account passwords, suspending Fantasy Tribes Account access, deleting data or removing Fantasy Tribes Accounts from Fantasy Tribes Services. Your availability to Fantasy Tribes Services may also be affected in response to actual or suspected Rules of Conduct violations, as further described in [Section 6](#).

5. Your User-Generated Content (UGC)

You allow Fantasy Tribes and our players to use anything you upload or create (UGC) for free within our services. You are responsible for your UGC, it must be your own content or content you're allowed to use.

You are responsible for your UGC. You may not upload UGC that infringes a third party's intellectual property rights or that violates the law, this Agreement or a third party's right of privacy or right of publicity.

Fantasy Tribes may, in its sole discretion, remove, edit or disable UGC for any reason, including if Fantasy Tribes reasonably determines that UGC violates this Agreement. Fantasy Tribes does not assume any responsibility or liability for UGC, for removing it, or not removing it or other Content. Fantasy Tribes does not pre-screen all UGC and does not endorse or approve any UGC available on Fantasy Tribes Services.

When you contribute UGC, you grant to Fantasy Tribes, its licensors and licensees a non-exclusive, perpetual, transferable, worldwide, sublicensable license to use, host, store, reproduce, modify, create derivative works, publicly perform, publicly display or otherwise transmit and communicate the UGC, or any portion of it, in any manner or form and in any medium or forum, whether now known or later devised, without notice, payment or attribution of any kind to you or any third party. You also grant to all other users who can access and use your UGC on Fantasy Tribes Services the right to use, copy, modify, display, perform, create derivative works from, and otherwise communicate and distribute your UGC on without further notice, attribution or compensation to you.

6. Rules of Conduct

We want everyone to feel welcome, safe, and included when playing our games. We expect all our players to respect the community, play fairly, and follow local laws. By agreeing to our User Agreement, you agree that you will comply with our Rules of Conduct.

These Rules of Conduct apply to all your actions and UGC (defined in [Section 3](#)), such as your username, anything you type in chat, things that you say in voice chat, and image/asset uploads, when you access or use Fantasy Services. Specific Fantasy Tribes Services may identify additional illustrative examples of these rules as they apply to your conduct on those services. If you see something that you think violates these Rules of Conduct, please let us know.

When you access or use any of the Fantasy Tribal Services, you agree that you and your UGC will comply with the rules:

Respect the Community

- Do not interfere with or disrupt another player's use of any Fantasy Services to upload, distribute, or engage with content that is harmful or inappropriate.
- All reasonably objectionable content posted, directed to other players or any Fantasy Tribes employee or representative is prohibited, including content that is abusive, hateful, defamatory, sexually explicit, profane, obscene, bullying, harassing, or endangers minors.
- Do not upload or distribute any material that infringes another's intellectual property rights (including copyrighted characters, individual names or likenesses, or protected logos or designs).
- Do not engage in activity that violates the privacy of others, or puts the privacy or security of others at risk.

Play Fair

- Do not engage or assist in cheating, collusion, unfair play, or using exploits.

- Do not engage in any activity that is fraudulent, misleading, or abuses Fantasy Services.
- Do not spam, hack, phish, or generate or distribute malware, or otherwise damage or disrupt the systems of Fantasy Tribes, our partners, or our players.

Follow Local Laws

- Do not use Fantasy Tribes Services to promote or do anything that's illegal. This includes generating, sharing, or discussing illegal content or engaging in illegal activities. For example, do not use Fantasy Tribes Services to promote, incite, instruct or depict: terrorism, child exploitation, threats of violence, hate speech, self-harm, non-consensual image sharing, regulated goods and services, human exploitation or trafficking, or pornography.

To enforce these rules, we may monitor your activity and remove any inappropriate content you have shared. When we discover a violation of these rules, we may take a number of enforcement actions, including but not limited to issuing warnings, removing UGC, and suspending or banning accounts. If you come across a violation of these rules, please report them to us.

If you or someone using your Fantasy Account violates these rules, we may send you a warning or take action against you, including revoking access to certain or all Fantasy Services or Software Content or terminating your Fantasy Account(s) as described in [Section 8](#).

If you come across a violation of these rules, please report them to us.

We may monitor, record, review, and retain your voice or text communications (together "communications") and other UGC, and take action in response to inappropriate content. If we detect inappropriate UGC, we may sanction the player who submitted it, and if applicable, remove it from any of Fantasy Tribes Services. Remember that your communications, including your UGC in any of the Fantasy Tribes Services, may be seen and heard by others, including other players and Fantasy Tribes.

In countries, territories, or other jurisdictions where consent or specific notice is required for monitoring or recording of communications, you hereby provide your express consent or acknowledge that notice has been provided to such monitoring or recording by accepting this User Agreement and choosing to contribute your UGC.

7. Deliberately Omitted.

8. Termination and Other Sanctions

If you break this agreement or the law, Fantasy Tribes may suspend or terminate your use of our services.

This Agreement is effective until terminated by you or Fantasy Tribes. Fantasy Tribes may terminate your access and use of any Fantasy Tribes Services or your Fantasy Tribes Account if we determine that you have violated this Agreement or that there has been otherwise unlawful, improper or fraudulent use of Fantasy Tribes Services on your Fantasy Tribes Account. When practical, we will notify you of any termination of your Fantasy Tribes Account, and you may lose your username and persona as a result. If you have more than one Fantasy Tribes Account, depending on the type of violation or misuse, we may terminate all of your Fantasy Tribes Accounts. If your Fantasy Tribes Account is terminated, you will not have access to your Fantasy Tribes Account and may be barred from accessing or using any Fantasy Tribes Services again. Upon termination, your license under this Agreement also shall terminate.

Instead of terminating your Fantasy Account, we may alternatively issue you a warning, suspend or alter your access to a particular Fantasy Tribes Service or your Fantasy Tribes Account to remove or delete any Content which is in violation with this Agreement, or ban your device or machine from accessing specific Fantasy Services. Actions are cumulative and repeated rule-breaking may result in your Fantasy Tribes Account being terminated.

We may terminate any Fantasy Tribes Services at any time. As a courtesy we may give notice either via email (if available), within the affected Fantasy Tribes Service website. After online service termination, no software updates will be applied to our Software Content and we cannot guarantee our Software Content will continue to function on newer or updated operating systems or otherwise be available

If you terminate this agreement, you agree to cease all use of Fantasy Tribes Services.

Sections 5, 8-9, 11-15 of this Agreement survive termination of this Agreement

9. Use of Data

We collect various information when you use any of the Fantasy Tribes Services to operate our business, improve our products and services, enforce our rules and communicate with you.

When you use any of the Fantasy Tribes Service, we may collect and store data from your computer or device, including information about your computer or device, hardware, installed software, and operating system (such as IP Address and device ID), information about your Fantasy Tribes Service usage, usage statistics, system interactions and peripheral hardware. We use this information to operate its business, improve its products and services, provide services to and communicate with you (including for marketing purposes), provide software updates, dynamically serve content and software support, enforce this Agreement, and trouble-shoot bugs or otherwise enhance your experience. We also may collect, use, store, transmit and publicly display statistical data regarding the usage of the Fantasy Tribes Services, or identify content that is created and shared by you with other players.

10. Other Software, Utilities and Tools

If we update our Content Software, you may need new software to keep using the Content Software.

Fantasy Tribes Services may require or allow you to download software, software updates or patches, or other utilities and tools onto your computer, entertainment system or device. These technologies may be different across platforms, and the performance of any of Fantasy Tribes Services may vary depending on your computer and other equipment. You understand that certain updates to these technologies may be required in order to continue use of any of the Fantasy Tribes Services. Failure to install available updates may render Fantasy Tribes Services as unusable.

11. Third Parties

You are responsible for your use of services not owned by Fantasy Tribes.

Fantasy Tribes Services may include hyperlinks to third-party websites. Those sites may collect data or solicit personal information from you. Fantasy Tribes does not control those sites and is not responsible for their content or for their collection, use or disclosure of personal information.

12. Warranties; Limitation of Liability

Fantasy Tribes does not make any promises about our Software Contact, but the local law in your country may include certain warranties. The damages you can recover for legal claims are limited.

IF YOU LIVE IN THE EUROPEAN ECONOMIC AREA (EEA), UNITED KINGDOM OR SWITZERLAND, THE FANTASY TRIBES SERVICES WILL BE PROVIDED WITH REASONABLE CARE AND SKILL AND NO OTHER PROMISES OR WARRANTIES ABOUT THE FANTASY SERVICES ARE MADE. IF YOU LIVE OUTSIDE THE EEA, UNITED KINGDOM AND SWITZERLAND, FANTASY SERVICES ARE LICENSED AND PROVIDED "AS IS." YOU USE THEM AT YOUR OWN RISK. TO THE FULL EXTENT PERMITTED UNDER APPLICABLE LAW, FANTASY TRIBES GIVES NO EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD-PARTY RIGHTS, AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR PRACTICE. FANTASY TRIBES DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE FANTASY TRIBES SERVICES; THAT THE FANTASY TRIBES SERVICES WILL MEET YOUR REQUIREMENTS; THAT OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR FREE FROM ERRORS, BUGS, CORRUPTION, LOSS, INTERFERENCE, HACKING OR VIRUSES, OR THAT FANTASY TRIBES SERVICES WILL INTEROPERATE OR BE COMPATIBLE WITH ANY OTHER SOFTWARE. WE DO NOT WARRANT OR GUARANTEE ANY THIRD-PARTY PRODUCT OR SERVICE OFFERED.

IF YOU LIVE IN THE EEA, UNITED KINGDOM OR SWITZERLAND, FANTASY TRIBES AND ITS EMPLOYEES, LICENSORS AND BUSINESS PARTNERS WILL NOT BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES ARISING FROM YOUR ACTIONS OR BREACH OF THIS AGREEMENT, OR WHICH ARISE AS A RESULT OF A THIRD PARTY'S (OR ANY OTHER) ACTS OR OMISSIONS BEYOND OUR CONTROL. IF YOU LIVE OUTSIDE THE EEA, UNITED KINGDOM AND SWITZERLAND, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, FANTASY TRIBES AND ITS EMPLOYEES, LICENSORS AND BUSINESS PARTNERS SHALL NOT BE LIABLE TO YOU FOR ANY LOSSES THAT WERE NOT CAUSED BY FANTASY TRIBES'S BREACH OF THIS AGREEMENT, OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES. THE TYPES OF EXCLUDED DAMAGES INCLUDE, FOR EXAMPLE, FINANCIAL LOSS (SUCH AS LOSS INCOME OR PROFITS), COST OF SUBSTITUTE GOODS OR SERVICES, BUSINESS INTERRUPTION OR STOPPAGE, LOSS OF DATA, LOSS OF GOODWILL, AND COMPUTER FAILURE OR MALFUNCTION. THIS LIMITATION APPLIES TO ANY CLAIM ARISING OUT OF OR RELATED TO THIS LICENSE, WHETHER BASED IN CONTRACT, TORT, STATUTE, STRICT LIABILITY OR OTHERWISE. IT ALSO APPLIES EVEN IF FANTASY TRIBES KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF SUCH DAMAGE. SOME JURISDICTIONS DO NOT ALLOW THE ABOVE EXCLUSIONS AND LIMITATIONS, SO SOME OR ALL OF THEM MAY NOT APPLY TO YOU.

13. General Terms

A. Entire Agreement

This agreement can be changed only in writing signed by FANTASY TRIBES.

This Agreement, together with any other terms that govern your use of Fantasy Tribes Services, constitutes the entire agreement between you and Fantasy Tribes. The Agreement may not be amended or modified unless made in writing and signed by Fantasy Tribes. The failure of Fantasy Tribes to exercise any right under this Agreement shall not constitute a waiver of the right or any other right. If any part of this Agreement is held to be unenforceable, all other parts of this Agreement shall continue in full force and effect.

B. Governing Law

This Agreement is subject to (i) the laws of the State of New Jersey, excluding its conflicts-of-law rules, govern this Agreement and your use of Fantasy Services; and (ii) you expressly agree that for claims and disputes not subject to the arbitration agreement below, exclusive jurisdiction for any claim or action arising out of or relating to this Agreement or Fantasy Tribes Services shall be the federal or state courts that govern Middlesex County, New Jersey, and you expressly consent to the exercise of personal jurisdiction of such courts.

C. Export

You must follow all export laws, and you agree you are not a prohibited person under export laws.

You agree to follow U.S. and other export control laws and agree not to transfer any Fantasy Tribes Services to a foreign national, or national destination, that is prohibited by such laws.

14. Changes to this Agreement

This agreement can be updated by Fantasy Tribes at any time. If you do not agree to certain meaningful changes, you may not be able to play our Content Software.

We reserve the right to modify this Agreement at any time, effective upon posting an updated version of the Agreement. If we make any material changes to the Agreement, we will notify you. You should regularly review this Agreement, as your continued use of any of the Fantasy Tribes Services after any such changes constitutes your agreement to those changes. If you do not agree to this Agreement or any modifications to this Agreement, you should immediately cease using Fantasy Tribes Services.

15. Dispute Resolutions by Binding Arbitration

If you have a dispute, you agree to send details in writing to us, and then arbitrate. You agree that any claim you bring against Fantasy Tribes is in your individual capacity, and not as a class member, class representative, or as part of a class, collective or representative action.

This Section 15 offers a streamlined way to resolve disputes between us if they arise. You and Fantasy Tribes agree that good-faith informal efforts to resolve disputes often can result in a prompt, low-cost, and mutually beneficial outcome.

This Section 15 is an agreement between you and Fantasy Tribes, and applies to our respective agents, employees, subsidiaries, predecessors, successors, beneficiaries and assigns. This agreement to arbitrate evidences a transaction in interstate commerce, and thus the Federal Arbitration Act ("FAA") governs the interpretation and enforcement of this Section 15 and any arbitration carried out under this Section. This Section 15 shall be interpreted broadly and shall survive termination of this Agreement.

A. Claims Covered by Arbitration

All disputes, claims or controversies arising out of or relating to this Agreement, any Fantasy Tribes Services and its marketing, or the relationship between you and Fantasy Tribes, including the validity,

enforceability, and scope of this Section 15 ("Disputes"), shall be determined exclusively by binding arbitration. This includes claims that accrued before you entered into this Agreement.

To the extent the parties have related arbitrable and non-arbitrable disputes, the arbitrable disputes shall proceed first in arbitration and the non-arbitrable disputes shall be stayed, and any applicable statutes of limitations tolled, pending completion of the arbitration.

B. Informal Negotiations

You and Fantasy Tribes shall first attempt to resolve any Dispute informally before initiating arbitration. The informal negotiations begin upon receipt of written notice from one party to the other ("Notice of Dispute"). You must mail an individualized Notice of Dispute to: josh.taubenslag@fantasytribes.com. The Notice of Dispute must include: (a) your name, telephone number, mailing address, and e-mail address associated with your Fantasy Tribes Account; (b) a description of the nature and basis of your dispute; (c) your proposed resolution; and (d) your personal signature. If we have a dispute with you, we will send a Notice of Dispute with the same information to the email address associated with your account. You and Fantasy Tribes must participate in informal negotiations for at least 60 days after receiving the Notice of Dispute, unless the parties mutually agree to an extension. The party sending the Notice of Dispute may not file any demand for arbitration before the 60-day period (or any mutually-agreed upon extended period).

The arbitrator shall dismiss any arbitration filed without fully and completely complying with these informal dispute resolution procedures. If an arbitration is dismissed because a party willfully failed to comply with these informal dispute resolution procedures, the arbitrator may order the non-compliant party to pay any arbitration filing fees and costs incurred by the other party. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process described in this paragraph.

C. Binding Arbitration

If you and Fantasy Tribes cannot resolve a Dispute informally, you or Fantasy Tribes 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. A party initiating an arbitration shall provide with its arbitration demand all of the information required in the Notice of Dispute, as well as a certification that the party complied with the informal dispute resolution procedures. The arbitration shall be administered by the American Arbitration Association under its Consumer Arbitration Rules ("AAA Consumer Rules") and, if applicable, its Mass Supplementary Arbitration Rules ("AAA Mass Arbitration Rules"), which are available at www.adr.org or by calling 1-800-778-7879, with the following modifications:

1. Arbitration fees and costs shall be governed by the AAA Consumer Rules or AAA Mass Arbitration Rules (if applicable), unless as otherwise stated in this arbitration agreement.
2. If the Dispute does not exceed \$25,000, the arbitration will be conducted solely on the basis of written submissions, unless the arbitrator determines that a hearing is necessary for any reason, including but not limited to because a hearing is necessary to afford a party a full and fair opportunity to present its claims or defenses.
3. The parties may bring any dispositive motion or motions during the course of the proceedings.
4. The arbitrator shall make a decision in writing, which will include the findings and conclusions on which the decision is based. The arbitrator has the authority to issue any relief allowed by applicable

law, but the arbitrator shall have no authority to issue any relief on any basis other than an individual basis. 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.

The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. You and Fantasy Tribes 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. Class Action Waiver

You and Fantasy Tribes agree that any and all Disputes between the parties shall be resolved only in individual arbitration. The parties expressly waive the right to have any Dispute brought, heard, administered, resolved, or arbitrated as a class, collective, coordinated, consolidated, or representative action, and neither an arbitrator nor an arbitration provider shall have any authority to hear, arbitrate, or administer any class, collective, coordinated, consolidated, or representative action, or to award relief to anyone but the individual in arbitration. The parties also expressly waive the right to seek, recover, or obtain any non-individual relief. Notwithstanding anything else in this Agreement, this Class Action Waiver does not prevent you or Fantasy Tribes from participating in a classwide, collective, or representative settlement of claims. If governing law (after taking FAA preemption into account) does not allow the parties to waive claims for public injunctive relief, any claim for public injunctive relief must be heard by a court, not an arbitrator, but the parties' non-arbitrable disputes shall be stayed pending arbitration, as stated in paragraph A.

E. Grouped Arbitrations

To the extent permitted by applicable law and notwithstanding any other provision of this Agreement, to increase efficiency of resolution, in the event 50 or more similar arbitration demands are filed within a 30-day period:

- (a) the parties shall cooperate to organize the arbitration demands into randomized groups of no more than 50 demands (plus, to the extent there are fewer than 50 arbitration demands remaining, a final group consisting of the remaining demands);
- (b) AAA shall assess one set of filing and administrative fees per group and shall assign one arbitrator per group, subject to any applicable disclosure and disqualification procedures available under applicable law;
- (c) AAA shall set one initial conference per group;
- (d) regardless of the grouping described above, the arbitrator shall resolve all arbitrations within a group on an individual basis;
- (e) the first group of 50 arbitrations shall proceed on an individual basis, while the remaining cases are stayed and applicable statutes of limitations for those cases are tolled;
- (f) the parties shall use their best efforts to complete the initial 50 individual arbitrations within 120 days after the initial conference, and shall engage in good-faith mediation following resolution of the initial 50 individual arbitrations;
- (g) if mediation is unsuccessful, the remaining cases shall proceed on an individual basis in groups of 50 cases (plus, to the extent there are fewer than 50 arbitration demands remaining, a final group consisting of the remaining demands); and

(h) no final award from an arbitrator in any one arbitration shall have preclusive effect in any other arbitration.

The parties agree to cooperate in good faith to implement such a grouped approach to administration of the arbitration demands. If any similar arbitration demands were originally processed as individual arbitration demands before this grouping procedure was commenced, further proceedings, including the assessment of further arbitration filing or administration fees to either party shall be governed by the procedures set forth in this paragraph E.

F. Location

If you live in the United States, arbitration will take place in the county in which you reside. For residents outside the United States, arbitration shall be initiated in the County of San Mateo, State of California, United States of America, so that an arbitrator familiar with California law can be appointed, and if the arbitrator determines that the proceedings will take place in person instead of by electronic or telephonic means, the arbitrator will select a location that is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. You and Fantasy Tribes agree to submit to the personal jurisdiction of the courts in the County of Middlesex, State of New Jersey, United States of America to compel arbitration, to stay the proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

G. Severability

In the event any portion of this arbitration agreement is deemed unenforceable, the remainder of this agreement to arbitrate will be enforceable.