

BATTLEFORGE STORE LICENSE AGREEMENT

Last Updated: December 18, 2008

1. **Scope of Agreement.** This Agreement governs your use of BattleForge Store and your purchase and use of BattleForge Points. If you reside in the United States, Canada or Japan, the Agreement is between you and Electronic Arts Inc. If you reside in any other country, then the Agreement is between you and EA Swiss Sàrl. Please see below for contact information for Electronic Arts Inc. and EA Swiss Sàrl. In this Agreement, the term “**you**” means you the customer; and the terms “**EA**”, “**we**”, “**us**” and “**our**” means either Electronic Arts Inc., or EA Swiss Sàrl, whichever is applicable to you. This Agreement supplements the EA Terms of Service that you accept when you set up an EA Account on our websites. The EA Terms of Service can be found at the bottom of all EA hosted websites and by typing “terms.ea.com” in your browser. If there is an inconsistency between the EA Terms of Service and this Agreement, the terms of this Agreement will govern your purchase and use of BattleForge Points on the BattleForge Store. By selecting the “I Accept” checkbox, you agree that your use of BattleForge Points, the BattleForge Store and all related content is subject to this Agreement.

2. **Revised Terms.** We may revise this Agreement at any time and the revisions will apply to all subsequent purchases of BattleForge Points and the subsequent entitlements to content that you receive by using BattleForge Points. When we revise this Agreement, we change the “Last Updated” date above. Each time you purchase BattleForge Points you agree that you will review the terms of this Agreement. If you don’t agree to the changes, you should stop using the BattleForge Store.

3. **BattleForge Game Registration.** To use BattleForge Store, you must have an EA Account and have registered your copy of BattleForge game. Your use and registration of the BattleForge game is governed by the end user access and license agreement that accompanies that software.

4. **BattleForge Points License.** BattleForge Points license can be purchased on BattleForge Store. We may also award BattleForge Points in connection with promotional events. When you purchase BattleForge Points you agree to pay taxes that EA assesses on your purchase. By purchasing BattleForge Points, you obtain a limited license to access and select from content that we expressly make available on BattleForge Store (the “**BattleForge Content**”). BattleForge Points have no monetary value and do not constitute currency or property of any type. BattleForge Points may be redeemed for BattleForge Content only. BattleForge Points cannot be sold or transferred, and cannot be exchanged for cash or for any other goods and services, other than expressly permitted within the BattleForge game. BattleForge Points are non-refundable; you are not entitled to a refund for any unused BattleForge Points. Subject to the terms of this Agreement, your BattleForge Points license is coextensive with your right to use an EA Account. The term of your BattleForge Points license starts when you acquire BattleForge Points and, subject to this Agreement, ends on the day that your access to the BattleForge Points, or your EA Account is cancelled, suspended or terminated, or your BattleForge Points expire, as set forth in Sections 9, 12 and 13 of this Agreement.

5. **Purchase Process.** To purchase BattleForge Points, (i) follow the instructions on the BattleForge Store; (ii) sign into your EA Account (or create an EA Account and register your game if you have not done so); (iii) provide your billing information; and (iv) confirm the details of what you are purchasing and that you have read and accept this BattleForge Store License Agreement. You will then receive a purchase confirmation email from us. You can add, delete, or edit your account details by selecting “My Account” or similar link on the BattleForge Store. Your submission of an order only constitutes an offer by you to purchase BattleForge Points at the price and terms stated in the order. A copy of the records applicable to your order can be accessed through the confirmation email that you receive after your purchase.

6. **Pricing.** The price payable by you (the “**Price**”) is the price indicated on the purchase confirmation email that we send you. We reserve the right to change the Price and specifications shown in relation to any of our products or services. If the price or specification published on the applicable website for any products or services is materially incorrect when you place an order for those products or services, we will: (i) contact you by email with the correct price or specification; and (ii) ask you to confirm whether you would like to purchase the applicable products or services at the correct price or specification. If applicable, we will also state the period for which the offer or Price remains valid. If you choose not to complete your purchase at the corrected price or product specification, we will provide you with a full refund for any amounts already paid by you.

7. **Payment.** You may pay for BattleForge Points either by credit card or by using the services of any alternate billing and payment provider that we identify on the BattleForge Store. If you pay for BattleForge Points by credit card, then you must supply your credit card details when you place your order. Your credit card will be charged when we issue our purchase confirmation email. We will not supply any products or services to you until your credit card issuer has authorized the use of your card for payment. If you elect to use the services of an alternate billing and payment provider, you will be bound by that third party provider’s terms & conditions, which are available from the provider. You may be required to create an account with the alternate provider, and to provide that provider with your bank account or credit or debit card details. Costs associated with accessing the BattleForge Store and downloading content depends on your Internet Service Provider. Please see your Internet Service Provider's terms and conditions.

8. **Performance of the Contract.** BattleForge Points are available to you immediately as soon as you complete your purchase. If you reside in the European Union and you purchase a product or service from EA, you have the right to withdraw from your purchase within fourteen calendar days, commencing on the day after the date of purchase (the “**Cooling Off Period**”). You will lose your right of withdrawal if the performance of our services has begun before the end of the Cooling Off Period. Please note that if you purchase BattleForge Points from us, the performance of our services begins immediately after your purchase is confirmed on the BattleForge Store. This Contract does not confer any rights or remedies upon any person other than the parties to this Contract. You may also have additional rights under applicable law.

9. **Use and Expiration of BattleForge Points.** During the term of your license, you have the right to redeem BattleForge Points for selected BattleForge Content. We do not guarantee that any particular item within BattleForge Content will be available at all times or at any given time. We do not guarantee that we will continue to offer particular items for any particular length of time. We reserve the right to change and update our inventory of BattleForge Content without notice to you. Once you redeem BattleForge Points for an item of BattleForge Content, however, that item is available for use in your BattleForge game pursuant to the terms on which you acquired it, regardless of whether you can still find it on BattleForge Store. For example: If you purchased the right to use an specific BattleForge Content for 2 weeks, that BattleForge Content will be available for 2 weeks even if it is no longer offered in the BattleForge Store. If you have not used your BattleForge Points or EA Account for twenty four (24) months or more and your account has a BattleForge Points balance, your BattleForge Points will expire and your account may be cancelled for non-use. Once you have redeemed BattleForge Points for BattleForge Content, that content is not returnable, exchangeable, or refundable for BattleForge Points or for cash, or other goods or services.

10. **BattleForge Content.** When you acquire BattleForge Content, you receive a limited license to use BattleForge Content for your personal non-commercial use with the BattleForge game. EA reserves all right, title and interest in BattleForge Content and all associated copyrights, trademarks, and other intellectual property rights therein. This License is limited to the intellectual property rights of EA in BattleForge Content and does not include any rights to other patents or intellectual property. You may not remove, alter, or obscure any identification, copyright, or other intellectual property notices in BattleForge Content.

11. **BattleForge Points Availability.** BattleForge Points may only be held in EA Accounts belonging to legal residents of countries where access to and use of the BattleForge Store is permitted. BattleForge Points may be purchased or acquired only on BattleForge Store from EA through the means we provide on our website(s) or otherwise expressly authorize. EA reserves the right to refuse your request(s) to acquire BattleForge Points, and EA reserves the right to limit or block any request to acquire BattleForge Points for any reason.

12. **Cancellation and Suspension.** We can cancel or suspend your access to BattleForge Points, BattleForge Store or your EA Account, in our sole discretion and without prior notice, if (a) you fail to comply with this Agreement or our Terms of Service; or (b) if we otherwise suspect fraud, misuse of the BattleForge Store, or any other unlawful activity associated with an EA Account registered to or used by you.

13. **Termination of Services.** You agree that EA may stop making BattleForge Points and BattleForge Store service available, at any time, without any liability to you. If we stop supporting BattleForge Store, we will provide at least sixty (60) days advance notice to you by posting a notice on BattleForge Store website.

14. **Disclaimer of Warranties.** BATTLEFORGE STORE IS PROVIDED ON AN "AS IS" BASIS. EA MAKES NO WARRANTIES WITH RESPECT TO BATTLEFORGE STORE, THE BATTLEFORGE CONTENT OR BATTLEFORGE POINTS. TO THE EXTENT PERMITTED BY LAW, EA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF

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16. **Reservation of Rights.** EA reserves the right to take all legal and technical steps available, including pursuing civil remedies and criminal prosecution, for any violation of this Agreement or our Terms of Service. Our failure to enforce this Agreement or the Terms of Service in every instance in which it is entitled does not amount to a waiver of EA’s rights.

17. **Electronic Contracting.** You acknowledge and agree that by clicking the ‘purchase’ (or similar) button when you place your order, you are placing a legally binding offer. You consent to: (i) the use of electronic communications to enter into contracts and place orders with us; and (ii) the electronic delivery of notices, policies and records of transactions initiated or completed by you online. You have the right to withdraw this consent, but if you do, we may cancel your access to our products and services. If you do not consent to receive any notices electronically, you must stop using the BattleForge Store. As long as you place orders with us online, you agree that you will have access to the necessary software and hardware to receive electronic records from us in connection with transactions initiated or completed by you online.

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