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  - (3) business interruption;
  - (4) loss of the use of money or anticipated savings;

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- (6) loss of opportunity, goodwill or reputation;
- (7) loss of, damage to or corruption of data; or
- (8) any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise;

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**13. Dispute Resolution for Residents of the European Union.** Most user concerns can be resolved quickly and to your satisfaction by logging into our customer support interface with your Account at <http://help.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 either you or we may refer this matter to alternative dispute resolution (such as conciliation or arbitration) with the prior written consent of the other party.

**14. Dispute Resolution By Binding Arbitration.**

This Section 14 is applicable to all purchasers except those that reside in the European Union. The purpose of this Section is to provide a streamlined method for resolution of disputes between us if they arise. As discussed below in Section 14.e, if we cannot resolve our disputes informally and you are awarded a sum at arbitration greater than EA's last settlement offer to you (if any), EA will pay you 150% of your arbitration award, up to \$5000 over and above your arbitration award.

**PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.**



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://help.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, Russia, Switzerland and the Member States of the European Union, and the Republic of Korea. By accepting the terms of this License, you and EA expressly waive the right to a trial by jury or to participate in a class action. This agreement is intended to be interpreted broadly.** The arbitrator, and not any local, state or federal court, has the exclusive authority to resolve any and all disputes arising between us, including any dispute relating to the interpretation, scope, enforceability, or formation of this agreement to arbitrate, including but not limited to any claim that all or any part of this agreement to arbitrate is unenforceable. This Section 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 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 of intellectual property;
- 3) if you reside in Australia: a claim to enforce any statutory consumer rights to which you are entitled under the Australian Consumer Law; and
- 4) in addition, nothing in this Agreement shall prevent either party from initiating a small claims court action.

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 agreement to arbitration

evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Section. This agreement to arbitrate shall survive termination of this EULA.

**A. Informal Negotiations/Notice of Dispute.** You and EA agree to first attempt to resolve any Dispute informally for at least 30 days before initiating arbitration. Such informal 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.

**B. 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 BY THIS PROVISION, YOU AND EA ARE FOREGOING THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.** The arbitration shall be administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules 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](http://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.

**C. Restrictions.** You and EA agree that any arbitration shall be limited to the Dispute between EA and you individually, regardless whether the relief sought is monetary or injunctive in relief, and any relief awarded in arbitration shall be applicable only to you in your individual capacity. To the full extent permitted by law: (a) no arbitration shall be joined with any other; (b) no

Dispute shall be arbitrated on a class basis or 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 on behalf of any person other than yourself. **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 agreement to arbitrate shall be null and void.

**D. 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.

**E. 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) Reimburse all of the filing, administration and arbitrator fees that you paid to the AAA. Each party will be responsible for its own attorneys' fees and related expenses (including expert witness fees and costs), but the arbitrator will have the authority to award attorneys' fees and expenses if such an award is available under applicable law. EA waives any right it may have to seek an award of attorneys' fees and expenses in connection with any arbitration between us.

**F. 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.

**G. Changes to Agreement.** EA will not enforce material changes to this agreement to arbitrate against account holders absent express agreement to the changed terms.

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