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9.       DISPUTE RESOLUTION: You agree to follow this Agreement's dispute resolution policy as set forth below in connection with any potential claims or disputes arising from your purchase and use of the Game:

a.       Informal Negotiations. Parties to a dispute concerning this Agreement or purchase and use of the Game will attempt to informally negotiate a potential settlement or resolution to the dispute.

b.       Online Arbitration. In the event that informal negotiations are unsuccessful, the parties agree to follow the American Arbitration Association's online arbitration procedures to resolve the dispute.

c.       Binding Arbitration. If for any reason online arbitration is unsuccessful or unavailable to the parties, parties agree to submit to binding arbitration in the State of Texas.

d.       You and GameTrust agree that any arbitration shall be limited to the claim between GameTrust and you individually. YOU AND GAMETRUST AGREE THAT (A) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; (B) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY OR AS A PRIVATE ATTORNEY GENERAL; AND (C) NO ARBITRATION SHALL BE JOINED WITH ANY OTHER. What this means: Arbitration is cheaper and easier than litigation. If there's a dispute, we want to resolve it in the cheapest and most efficient way possible—this benefits both you, the user, and us. If you have a problem with our Game we welcome you to provide feedback. If the

matter is significant enough, mediation and arbitration are our first steps in resolving that matter. Additionally, if violate the license terms of this Agreement, our first steps will be through arbitration. All arbitration is personal—you can't bring a class action claim to arbitration.

10. NO WAIVER. Our failure to enforce at any time any of the provisions of this Agreement or related agreements shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the right of any party to enforce each and every such provision. The express waiver by GameTrust of any provision, condition or requirement of this Agreement or related agreements shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

11. MISCELLANEOUS PROVISIONS. The parties additionally agree to the following:

a. Jurisdiction and Choice of Law. The validity, interpretation, and performance of this Agreement are governed and controlled by the laws and regulations of the state where you reside. In the event of a dispute you agree to submit to the personal and exclusive jurisdiction of the State and Federal Courts of Texas. What this means: If there is a dispute, that dispute will be resolved in Texas. You're agreeing that your sole means of remedy is placed in the hands of the Texas courts; additionally, you're agreeing that the laws of the state where you reside not only governs this document but governs your actions in connection with this license.

b. Severability. If any portion of this Agreement is found invalid by any competent Court of Law, the invalidity will not affect other provisions or applications of the remainder of this Agreement which can be given effect without the invalid portion. What this means: If a court determines that any part of this Agreement isn't legal or enforceable, the rest of the Agreement that IS legal and enforceable remains in force. The entirety and enforceability of this license doesn't hinge on the enforceability of any one particular provision.

c. Notification of Changes to this Agreement. We may from time to time change this Agreement. You agree that notification to you of these changes will be effective upon posting those notifications and changes on the <http://store.steampowered.com/app/460700> or Game web site. What this means: this Agreement or our privacy policy may change at any time. When it does, we will notify you through our website.

d. Prior Versions. This Agreement constitutes the full understanding of your agreement with us. Any prior versions of this document have no effect on this Agreement. What this means: Only this version of the Agreement is binding. Prior versions are no longer enforceable.

e. Assignment. This Agreement, may be assigned by GameTrust to any third party at our sole discretion.

f. Legal Fees. In the event that either party is required to obtain the assistance of an attorney in order to enforce the terms of this Agreement, the Party prevailing in such an enforcement action will be entitled to recovery of all reasonable attorney's fees in connection with such action. What this means: Attorneys aren't cheap. If you violate this Agreement, in addition to other damages, you may be liable for our attorney fees.

g. Survival. The following sections shall remain in full force and effect after the expiration or termination of this Agreement: 1, 3, 5, 6, 7, 8, 9-12