

# Terms of Service

“Services” including any content, functionality, and services offered on or through the Service, whether as a guest or as a registered user (hereafter “ Agreement”). Please read the following terms and conditions carefully before you start to use the Service, as they form the entire agreement between you (sometimes referred to herein as " You" or " Your" or " User") and Good Game Group INC (“ Good Game,” or “Company” or " we," or " us," or “Platform”). By using the Services, you represent and warrant that you are of legal age to form a contract. If you are not able to meet the foregoing requirements then discontinue use of the Services and leave now. When accessing the information available through Good Game, creating an Account (“Account”) or purchasing a Subscription (“ Subscription”) to Good Game you agree to all of the terms and conditions of this Agreement. You must agree to abide by all of the terms and conditions contained in this Agreement in order to become or remain an authorized user of the Services.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, LEAVE NOW. YOU MAY NOT USE THE SERVICE, AND SHOULD NOT PROCEED TO CREATE ANY ACCOUNTS OR ACQUIRE ANY SUBSCRIPTIONS TO THE SERVICE. BY USING THE SERVICE YOU ARE AGREEING TO BE BOUND BY THIS AGREEMENT, INCLUDING ALL AMENDMENTS MADE HERETO FROM TIME TO TIME.

## 1. RIGHT TO USE

Your right to use the Good Game is subject to the limitations, conditions, and restrictions established by us from time to time, in our sole discretion available in our User Agreement. We may alter, suspend, or discontinue any aspect of the Services at any time, including the availability of any feature, database, or content. We may also impose limits on certain features and aspects of the Services or restrict your access to parts or all of the Services without notice or liability.

## 2. AVAILABILITY OF GOOD GAME

By using Good Game, you acknowledge that you are using a web-based platform, presenting information from third parties, and that while Good Game takes every reasonable action to make sure that the Services remain fully functional and up to date, interruptions do happen, for any reason or no reason, including for routine maintenance. Good Game retains the right at its sole discretion to deny access to part or all of the Service to anyone, at any time and for any reason. You understand and acknowledge that due to circumstances both in our control and not in our control, access to the Service may be interrupted, suspended, or terminated.

### **3. TRANSMISSION OF INFORMATION**

Good Game does not control the Internet, or its security, or that of other networks you use to access the Services. Good Game is not, and cannot be responsible for the security of information that you choose to communicate with Good Game via the Services. Nor are we responsible for any data lost during transmission. For specific information regarding Good Game use of your personal information, please refer to our Privacy Policy.

### **4. ACCOUNT AND SUBSCRIPTION FEES**

The Service is billed based on billing cycle available to you at the time you create an Account with Good Game. All monthly memberships will automatically renew immediately upon expiration. You must cancel your monthly membership at least one day before it expires in order to keep it from automatically renewing. For information regarding cancelling your membership, please see Section 6(b) of this Agreement. We reserve the right to change the cost Account or Subscription at anytime. You accept that it is your responsibility to check the current price either before your Account and or Subscription renews each month. You agree to be personally liable for any purchase(s) of credit(s) or expenditure(s) of credit(s) made using your user name and password information.

4.1. You hereby authorize the Company, its successors, assigns and their credit card and other payment method processing agents to charge your credit card (which you hereby acknowledge was entered by you into the sign-up page) to pay for your prepay fee and/or all fees to the Site at the agreed upon rate or such rate as may be implemented from time to time. You further authorize the Company to charge your credit card for any and all additional services or accounts or information provided by the Site. You agree to be personally liable for all charges incurred by you during or through the use of the Site. Your liability for such charges shall continue after termination of your membership.

4.2. Unless and until you notify the Company that you wish to cancel or terminate your Account or Subscription to the Site, you hereby agree and authorize the Company and its designated agents, successors and assignees to automatically renew your Account and/or Subscriptions to the Site on a continuing monthly basis and to charge your credit card (or transact other approved payment methods and facilities) to pay for the ongoing cost of your Subscription. You hereby further authorize the Company or its successors, designated agents and assignees to charge your credit card (or other approved payment methods and facilities) for any and all Account and or Subscription access provided to you by the Site. You expressly agree that the authorization to charge your credit card herein is extended to authorize any of the Company's processing agents, successors in interest or any licensees of the Company to charge your credit card for membership access to the Site and information you access in connection with the Site in accordance with these Terms and Conditions during the period that any such party processes for the Company, sells access to, or operates the Site.

## **5. BILLING ERRORS**

If you believe that you have been erroneously billed, please notify us immediately of such error at [billing@gggroupinc.com](mailto:billing@gggroupinc.com). If we do not hear from you within thirty (30) days after such billing error first appears on any account statement, such fee will be deemed acceptable by you for all purposes, including resolution of inquiries made by your credit card issuer. You release us from all liabilities and claims of loss resulting from any error or discrepancy that is not reported to us within thirty (30) days of its publication.

5.1. You hereby agree that any fraudulent reporting of a lost or stolen credit card used to obtain goods or services from the Site or any fraudulent reporting of an unauthorized charge to the site on your credit card which has been made by you or anyone under your authority, at a time when a charge or other obligation for payment for your use of the Site remains outstanding, you shall be liable to the Company for liquidated damages of \$25,000.00. The liability for liquidated damages specified in this Paragraph shall not limit any other liability you may have for breach(es) of any other terms, conditions, promises and warranties set forth in this Agreement.

## **6. CREATING AN ACCOUNT AND SUBSCRIPTIONS**

Each user may only create and hold one Account ("Account") on [goodgamereality.tv](http://goodgamereality.tv). Each Account may have multiple Subscriptions associated with it. You are solely responsible for all uses of your Account, and all associated Subscriptions. You must treat all Account and Subscription passwords, user names, and the like as confidential and you must not disclose them to any other person or entity. You also acknowledge that your Account and each associated Subscription is personal to you or the organization creating the Account and you agree not to provide any other person with access to the Services using your name, password, or any other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security.

6.1. Each Account and all associated Subscriptions are non-transferrable and may not be sold, traded, combined, or otherwise shared with any other person. If you violate any of these limitations we may terminate your Account in our discretion and without limitation. Should we terminate your Account, you automatically forfeit lists or information other compilations created through the Services, and you may not re-enroll or re-join under a new Account unless invited to re-join by us. If you commit fraud or falsify information in connection with your use of the Services or in connection with your Good Game Account or Subscriptions, your Account will be terminated immediately. We reserve the right to hold you liable for any and all damages that Good Game or our users may suffer, to pursue legal action through all available law enforcement authorities, and to notify your Internet Service Provider of any fraudulent activities associated with you or with your use of the Services.

6.2. Cancellation By User You may cancel your Account in full, or any associated Subscription at any time by emailing support@ggggroupinc.com. You hereby agree to be personally liable for any and all charges incurred by your username and password until you terminate your Account or Subscriptions as provided herein. You hereby acknowledge and agree that if you cancel your Account or Subscriptions, the access associated with that membership will be removed.

## 7. Purchase Conditions

### 7.1. General Purchase Information

- **Order Acceptance:** Your placement of an order does not necessarily guarantee acceptance. We reserve the right to accept or decline your order for any reason, including but not limited to product availability, errors in pricing or product descriptions, or suspicion of fraudulent activity.

- **Order Confirmation:** Upon placing an order, you will receive an order confirmation email. This email confirms that we have received your order, but it does not signify our acceptance of your order.

- **Pricing and Availability:** All prices and product availability are subject to change without notice. We strive to provide accurate information, but errors may occur. In the event of an error, we reserve the right to correct it and revise your order accordingly (which may include cancelling the order).

- **Payment:** We accept [List accepted payment methods]. You authorize us to charge your selected payment method for the total amount of your order, including applicable taxes and shipping fees.

- **Taxes:** You are responsible for all applicable sales taxes, use taxes, or other governmental taxes or fees.

### 7.2. Merch Drops (Limited Edition/Exclusive Items)

- **Limited Availability:** Merch drops are typically for limited-edition or exclusive items, and availability is not guaranteed.

- **First-Come, First-Served:** Orders for merch drop items are generally processed on a first-come, first-served basis.

- **Order Limits:** We may impose order limits on merch drop items. These limits may be per customer, per household, or per other criteria.

- **Pre-Orders:** Some merch drops may involve pre-orders. Pre-order timelines are estimates and are subject to change. We will make reasonable efforts to communicate any changes to pre-order timelines.

- **No Returns/Exchanges (Optional, but common):** Due to the limited nature of merch drop items, we may not accept returns or exchanges unless the item is defective or damaged upon arrival. Any return or exchange policy exception must be clearly written.

- **Shipping Delays:** Merch drop items may experience shipping delays due to high demand or production schedules.

### 7.3. Retail Goods Purchases

- **Product Descriptions:** We make reasonable efforts to provide accurate product descriptions and images. However, we do not warrant that product descriptions or images are error-free.
- **Shipping and Delivery:** We will ship your order to the address provided during checkout. Shipping times are estimates and may vary. We are not responsible for delays caused by shipping carriers.
- **Returns and Exchanges:** Our return and exchange policy for retail goods is [Link to your Return/Exchange Policy]. Please review this policy carefully before making a purchase.
- **Risk of Loss:** The risk of loss and title for items purchased from us pass to you upon our delivery to the carrier.
- **Damaged or Defective Goods:** If you receive damaged or defective goods, please contact us within [Number] days of receipt to arrange for a return or replacement.

### 7.4. Order Cancellation

- **By Customer:** You may request to cancel your order within [Timeframe, e.g., 24 hours] of placing it, provided that the order has not yet been shipped. Cancellation requests are not guaranteed.
- **By Us:** We reserve the right to cancel your order at any time for any reason, including but not limited to product unavailability, suspected fraud, or violation of these Terms and Conditions. If we cancel your order, we will issue a full refund.

### 7.5. Modification to Orders

- Once an order has been placed, modifications may not be possible. Please contact customer service, and we will attempt to help, but we do not guarantee changes can be made.

### 7.6. International Orders

- International orders may be subject to customs duties, taxes, and fees, which are the responsibility of the customer.
- International shipping times may vary significantly.

## 8. International Transactions

Many of our Services are accessible to international users. We may offer certain programs, tools, and site experiences of particular interest to international users, such as estimated local currency conversion international processing fee calculators. Users are responsible for complying with all laws and regulations applicable to the international execution of any campaign. If you execute a listing, you are responsible for executing said listing in compliance with Good Game's Terms of Service.

You authorize us to use automated tools to translate your content and member-to-member communications, in whole or in part, into local languages where such translation solutions are available. We may provide you with tools which will enable you to translate content at your request. The accuracy and availability of any translation are not guaranteed.

## **9. MODIFICATION**

We may revise these Terms of Service from time to time in our sole discretion. All changes are effective immediately when we post them to the Services, and apply to all access and use of the Services thereafter. Your continued use of the Services following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page frequently so that you are aware of any changes as they are binding on you. If you do not agree to the changes as we have made them; discontinue use of Good Game immediately. Continued use after notice of the changes will constitute acceptance in full, of the terms. Finally, do not attempt to modify these terms, in whole or in part. Any modification by you will be void and have no effect.

## **10. INTELLECTUAL PROPERTY**

You acknowledge that Good Game owns all rights, title, and interest (including patent rights, copyrights, trade secret rights, mask work rights, trademark rights, sui generis database rights, and all other intellectual property rights of any sort throughout the world) in the Services, and in any and all versions (whether or not patentable), works of authorship, mask works, designations, designs, know-how, ideas, and information made or conceived or reduced to practice, in whole or in part, compilations of data created through the use of the Services by each Account (collectively, "Intellectual Property"). Such ownership shall include rights in any advertising materials, websites, and their reproductions, further versions, revisions, and/or derivative works of the Services. Any goodwill existing or created as part of this agreement shall inure to the benefit of Good Game only. Except as may be expressly granted herein, and necessary for your use of the Services, Good Game grants you no right, license, title, or interest in or to any of Good Game Intellectual Property. You shall not copy without authorization, translate, reverse engineer, decompile, disassemble, or make derivative or transformative works of Good Game Intellectual Property. Furthermore, you may not allow others to access or utilize your Account or Subscriptions to access Good Game. Good Game reserves all rights not specifically granted.

The following uses of Good Game Intellectual Property are permitted: 8.1. Personal computing/mobile devices on which you use the Services are permitted to make temporary copies of the Service as stored in the RAM of such devices incidental to the use and access of the Services; 8.2. You may store files that are automatically cached in your internet browser or mobile device for display enhancement purposes; and 8.3. You may print copies of the website for the Subscriber's or Account holder's individual use only.



## **11. PROPRIETARY USE OF INFORMATION**

The Services contain public information and information provided to us by third parties, which is compiled in a manner which is proprietary to us. We assert all applicable protection in the information presented through the Services. Any information shared or posted by us is protected whether or not it is identified as proprietary to us. You agree not to modify, copy, or distribute any such information in any manner whatsoever without having first received the express permission of the owner of such information. The name of the Services, and all parts of the Services, regardless of their name, are service marks of or under license to Good Game. No use of these marks shall be permitted except through the prior written authorization and permission of Good Game or the licensor of the mark. All rights not expressly granted herein are reserved.

## **12. UNSOLICITED IDEAS**

Good Game does not accept unsolicited ideas for the Service or business practices from users, nor do we review such submissions. Any such submissions, once submitted however, will become property of Good Game upon submission.

## **13. Authorization to Contact You; Recording Calls; Analyzing Message Content**

Goodgamereality.tv may contact you using autodialed or prerecorded calls and text messages, at any telephone number that you have provided us, to: (i) notify you regarding your account; (ii) troubleshoot problems with your account; (iii) resolve a dispute; (iv) collect a debt; (v) poll your opinions through surveys or questionnaires; or (vi) as otherwise necessary to service your account or enforce this Terms of Service, our policies, applicable law, or any other agreement we may have with you. Goodgamereality.tv may also contact you using autodialed or prerecorded calls and text messages for marketing purposes (e.g., offers and promotions), if you consent to such communications. Our collection, use, disclosure, retention, and protection of your personal information is governed by the User Privacy Notice. As described in our User Privacy Notice, goodgamereality.tv may collect other telephone numbers for you and may place manual non-marketing calls to any of those numbers and autodialed non-marketing calls to any landline. Standard telephone minute and text charges may apply and may include overage fees if you have exceeded your plan limits. If you do not wish to receive such communications, you may change your communications preference at any time, including through the communication preferences in your profile.

Goodgamereality.tv may share your telephone number with its authorized service providers as stated in our [Privacy Policy](#). These service providers may contact you using autodialed or prerecorded calls and text messages, only as authorized by goodgamereality.tv to carry out the purposes identified above.

Goodgamereality.tv may, without further notice or warning and in its discretion, monitor or record telephone conversations you or anyone acting on your behalf has with

goodgamereality.tv or its agents for quality control and training purposes, or for its own protection.

Goodgamereality.tv's automated systems scan and analyze the contents of every message sent through its messages platform, including messages between users, to detect and prevent fraudulent activity or violations of goodgamereality.tv's terms of service, including the incorporated terms, notices, rules, and policies. This scanning and analysis may occur before, during, or after the message is sent, or while in storage, and may result in your message being delayed or withheld. Goodgamereality.tv may store message contents, including to conduct this scanning and analysis.

#### **14. Privacy of Others; Marketing**

If goodgamereality.tv provides you with information about another user, you agree you will use the information only for the purposes that it is provided to you. You may not disclose, sell, rent, or distribute a user's information to a third party for purposes unrelated to the Terms of Service. Additionally, you may not use user information for marketing purposes, via electronic or other means, unless you obtain the consent of the specific user to do so.

#### **15. USER WARRANTIES**

By creating an Account on Good Game, and/or creating an associated Subscription or accessing information as part of the Services, you warrant and agree that you: (a) possess the authority to create a binding legal obligation, on behalf of yourself personally, or if you are creating an Account in the name of an entity or organization, that you have the authority to do so, and are not impaired in this ability; (b) that all the information you provide to Good Game is only about yourself, or the Account-holder entity, and that all of such information is accurate, true, current, and complete; (c) your use of the Service will always comply with the terms of this Agreement, and your Account and or Subscriptions will be the use of each Account only; and (d) you will remain responsible for all uses of your Subscription, safeguard your password, and supervise the use of your Subscription.

#### **16. DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE AND EXCLUSIVE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS, WITH ALL FAULTS," AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION: THE AVAILABILITY, ACCURACY OF CONTENT OR MATERIALS, INFORMATION, OR SERVICE, AND THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. GOOD GAME EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES. THE ENTIRE RISK AS TO THE QUALITY AND TIMELINESS OF THE INFORMATION, AND ALL SERVICES PROVIDED BY GOOD GAME IS BORNE EXCLUSIVELY BY YOU. GOOD GAME USES PUBLIC DATA AND INFORMATION



PROVIDED TO US BY THIRD PARTIES IN ORDER TO COMPILE EACH "GOOD GAME" AS SUCH, GOOD GAME RELIES ON THE PROVIDERS OF THIS INFORMATION FOR ITS ACCURACY AND CURRENTNESS. GOOD GAME MAKES NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES GOOD GAME MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE. SHOULD THE SERVICE, IN ALL OF ITS FORMS PROVIDED BY GOOD GAME, PROVE DEFECTIVE AND/OR CAUSE ANY DAMAGE TO YOUR COMPUTER OR INCONVENIENCE TO YOU; YOU, AND NOT GOOD GAME, ASSUME THE ENTIRE COST AND ALL DAMAGES WHICH MAY RESULT DIRECTLY AND INDIRECTLY FROM ANY AND ALL SUCH DEFECTS. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THE AGREEMENT. USERS IN STATES WHICH DO NOT ALLOW EXCLUSIONS OF IMPLIED WARRANTIES MAY HAVE DIFFERENT LEGAL RIGHTS, WHICH MAY VARY BY JURISDICTION. UNDER NO CIRCUMSTANCES, AND UNDER NO CAUSE OF ACTION OR LEGAL THEORY, SHALL GOOD GAME, ITS AFFILIATE BLOGGERS, OR OTHER PARTIES, BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL COMMERCIAL DAMAGES RESULTING FROM ANY USE OF MATERIALS OR OTHER USE OF THE SERVICE. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES OR PUNITIVE DAMAGES. YOU AGREE THAT GOOD GAME MAXIMUM LIABILITY TO YOU FOR BREACH OF THIS AGREEMENT, OR FOR ANY OTHER REASON, SHALL BE LIMITED TO THE AMOUNT YOU PAID, IF ANY, FOR USE OF THE SERVICE DURING THE PREVIOUS SIX (6) MONTHS FROM THE DATE OF THE BREACH.

## **17. LIMITATION OF LIABILITY/ INDEMNITY**

WE ARE NOT RESPONSIBLE FOR ANY NORMAL, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, DIRECT, OR INDIRECT DAMAGES OF ANY KIND WHATSOEVER, WHICH MAY ARISE OUT OF OR RELATE TO YOUR USE OF THE SERVICE, INCLUDING BUT NOT LIMITED TO LOST REVENUES, PROFITS, BUSINESS OR DATA, OR DAMAGES RESULTING FROM ANY VIRUSES, WORMS, "TROJAN HORSES," OR OTHER DESTRUCTIVE SOFTWARE OR MATERIALS, OR ANY INTERRUPTION OR SUSPENSION OF THE SERVICE, REGARDLESS OF THE CAUSE OF THE INTERRUPTION OR SUSPENSION. NOR ARE WE LIABLE FOR ANY NORMAL, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, DIRECT, OR INDIRECT DAMAGES AS A RESULT OF THE USE OF THE INFORMATION PROVIDED THROUGH SERVICE. ANY LIABILITY OF Good Game SHALL BE STRICTLY LIMITED TO THE AMOUNT YOU PAID FOR SUBSCRIPTIONS TO THE SERVICE DURING THE SIX (6) MONTHS PRECEDING A BREACH OF THIS AGREEMENT BY GOOD GAME. GOOD GAME MAY DISCONTINUE OR CHANGE THE SERVICE OR ITS AVAILABILITY TO YOU AT ANY TIME, AND YOU MAY

STOP USING THE SERVICE AT ANY TIME. YOU AGREE TO INDEMNIFY US, OUR OFFICERS, MEMBERS, EMPLOYEES AND AGENTS, FROM ANY LOSS OR DAMAGE, INCLUDING BUT WITHOUT LIMITATION TO REASONABLE ATTORNEYS' FEES BOTH AT TRIAL AND APPELLATE LEVELS, THE EXPENSES, AND COSTS WHICH WE MAY SUFFER FROM YOUR ACTIVITIES ON OR USE OF THE SERVICE, OR AS A RESULT OF THE USE OF THE INFORMATION PROVIDED THROUGH THE SERVICES, INCLUDING WITHOUT LIMITATION ANY BREACH BY YOU OF THIS AGREEMENT OR ANY CHARGES OR COMPLAINTS MADE BY OTHER PARTIES AGAINST YOU. YOU SHALL COOPERATE AS FULLY AS REASONABLY REQUIRED IN THE DEFENSE OF ANY CLAIM. WE RESERVE THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU; PROVIDED, HOWEVER, THAT YOU SHALL REMAIN LIABLE FOR ANY SUCH CLAIM. GOOD GAME MAY TERMINATE THESE TERMS OF USE AT ANY TIME. WITHOUT LIMITING THE FOREGOING, GOOD GAME SHALL HAVE THE RIGHT TO IMMEDIATELY TERMINATE OR SUSPEND ANY OF YOUR PASSWORDS, ACCOUNTS OR SUBSCRIPTIONS IN THE EVENT GOOD GAME CONSIDERS, IN ITS SOLE DISCRETION, ANY OF YOUR CONDUCT TO BE UNACCEPTABLE, OR IN THE EVENT YOU BREACH THIS AGREEMENT. NOTWITHSTANDING THE ABOVE, THESE TERMS OF USE WILL SURVIVE TERMINATION OF THIS AGREEMENT.

#### **18. JURISDICTION/DISPUTES/CHOICE OF LAW**

This Agreement and all matters arising out of or otherwise relating to these terms and conditions shall be governed by the laws of Singapore, without regard to its conflict of law provisions. You hereby submit to the personal jurisdiction of the country of Singapore for resolution of all disputes. You hereby agree that exclusive venue for any litigation under this Agreement shall be with the courts of Singapore. Each party shall be liable for their own attorneys' fees, expenses, and costs both at trial and appellate levels.

#### **19. MISCELLANEOUS**

Waiver by you of any breach or default or failure to exercise any right allowed under this Agreement constitutes a waiver of any prior, or subsequent breach, or default, and a waiver or forfeiture of any similar or future rights under this Agreement. The section headings used herein are for convenience only and shall be of no legal force or effect. If a court of competent jurisdiction holds any provision of this Agreement invalid, such invalidity shall not affect the enforceability of any other provisions contained in this Agreement, and the remaining portions of our Agreement shall continue in full force and effect. These Terms of Use and any other related terms constitute the sole and entire agreement between you and Good Game with respect to the Service and supersede all prior and contemporaneous understandings, representations, and warranties, both written and oral with respect to the Services.

## **20. AFFIRMATION OF AGREEMENT**

You hereby acknowledge and affirm that you have read this entire Agreement and that you agree to be bound by all its terms and conditions by clicking where indicated on the Service registration page and/or by authorizing the use of your credit or debit card for payment of such charges and fees necessary to create an Account or purchase a Subscription through Service and for any other charges which you may incur.