

# **iEntertainment Network Inc.**

## **Terms of Service**

**(For Subscription Games and Other IENT Products for Consumers)**

**January 2020**

This is a legal agreement between you and iEntertainment Network, Inc. ("IENT") stating the terms that govern your use of applications and services provided by iEntertainment Network ("Services"), including, but not limited to the iEntertainment Network gaming application ("iEntertainment Network") and other software applications (collectively, "Applications") and the iEntertainment Network Web site ("the Sites"). This agreement, together with all updates, additional terms, software licenses, and other rules and policies instituted by iEntertainment Network collectively constitute the "Agreement" between you and iEntertainment Network.

Please read this document and the accompanying [Privacy Policy](#) carefully before accessing or using iEntertainment Network Services. By accessing or allowing a third party to access or use iEntertainment Network Services, you indicate that you agree to become bound by the terms and conditions of this Agreement. If you do not agree to all the terms and conditions of this Agreement, do not use iEntertainment Network Services.

### **SUBSCRIPTION SERVICES**

By submitting this form, you are authorizing iEntertainment to enroll your account into any of the IENT subscription games, included but not limited to WarBirds, M4 Tank Brigade, and others. You AGREE to be charged a Monthly Subscription Fee for full access to features of the subscription games. For the initial WarBirds Standard Subscription plan, you will be charged a \$13.95 per month for fuel for your aircraft and to operate the full list of vehicles in the game. If you do not cancel your account within the trial period by going to <https://secure.ient.com/am/> and changing your own account settings or emailing [customerservice@ient.com](mailto:customerservice@ient.com) your subscription will be continued and you will be charged the current monthly fee. If you cancel during the initial period, your subscription will not be continued, and you will NOT be charged the subscription fee after cancellation. To confirm cancellation you must receive an email back from [customerservice@ient.com](mailto:customerservice@ient.com), keep a copy of any email you send to [customerservice@ient.com](mailto:customerservice@ient.com) to cancel, and be able to produce a screenshot of your dated email for your records to confirm cancellation.

### **SCOPE OF LICENSE**

Subject to the terms of this agreement, when you download any iEntertainment Network application from the Apple App Store ("App Store"), Google Play Store, Android Market, or from any other authorized partner or from iEntertainment Network directly or from iEntertainment Network as game, pre-release product, or any other software product of IENT, iEntertainment Network grants you a limited, non-transferable, personal, non-commercial, non-exclusive, non-sub licensable, non-assignable license to download and install the iEntertainment Network Application on any iPhone, iPod touch, iPad, PC, Mac, or other device as authorized by Apple, Inc.

("Apple"), Android device, PC, and other compatible devices, that you own or control and as permitted in the usage Rules set forth in the App Store Terms of Service and/or Android Market Terms of Service and/or carrier terms of service and/or other applicable terms of service.

This license does not allow you to use the iEntertainment Network Application on any device authorized for use by Apple or by your carrier or device manufacturer that you do not own or control. In cases where usage rules described herein are less restrictive than the contract you executed with your device manufacturer or carrier, the usage restrictions of the device manufacturer and/or carrier apply. You may not distribute or make the iEntertainment Network Application available over a network where it could be used by multiple devices at the same time. You may not rent, lease, lend, sell, redistribute or sublicense the iEntertainment Network Application. You may not modify, decompile, reverse engineer, disassemble, create derivative works of, or attempt to derive the source code of the iEntertainment Network Application, any updates, or any part thereof except to the extent permitted by law. Any attempt to do any of the acts is a violation of the rights of iEntertainment Network and its licensors. If you breach this restriction, you may be subject to prosecution and damages.

The terms of the license will govern any upgrades provided by iEntertainment Network that replace and/or supplement the original iEntertainment Network Applications.

By agreeing to this Terms of Service, you agree to receive from iEntertainment Network, by use of your account email, account updates to the game, announcements and invitations to events. Additionally, you agree that iEntertainment Network may send you, at close of any IENT game, to the Facebook page of that Game product.

## **I ENTERTAINMENT NETWORK USER ACCOUNTS**

Use of iEntertainment Network Services requires a user account which is automatically created upon installation and first use of iEntertainment Network Applications. iEntertainment Network retains the right to remove the account or data stored within the account at any time and for any reason. iEntertainment Network retains the right to access your account for support and maintenance purposes, and as instructed by you for account service inquiries. iEntertainment Network Applications may store account data on the device upon which they are installed. You are responsible for backing up and securing data on your device; iEntertainment Network is not responsible for loss of account information due to device loss, data loss, system malfunction, or application malfunction.

## **Billing, Accounts, and Account Cancellation**

Many of IENT products are part of online game services requiring an active user account to access all the parts, vehicles, events of various IENT products. A user may cancel his subscription at any time by going to <https://secure.ient.com/am/> and cancelling on this secure site. To ensure that the cancellation works, IENT requires that an email is sent to [customerservice@ient.com](mailto:customerservice@ient.com) and a copy to the subscriber cancelling. Please keep this receipt of the sent email in your possession for at least 6 months or until you confirm you are no longer being billed. Subscribers who say

they had unsubscribed without the email confirmation will continued to be billed until they call 919-238-4090, leaving a call back message with name, email, login name, game they are calling about, and a return phone number and email. These subscribers must then send a confirming email to customer service that the called with time and message on the email or the account will remain open until this is accomplished. IENT does not refund money to subscribers who thought they cancelled but cannot confirm that cancellation.

Use of iEntertainment Network Services requires a user account which is automatically created upon installation and first use of iEntertainment Network Applications. iEntertainment Network retains the right to remove the account or data stored within the account at any time and for any reason. iEntertainment Network retains the right to access your account for support and maintenance purposes, and as instructed by you for account service inquiries. iEntertainment Network Applications may store account data on the device upon which they are installed. You are responsible for backing up and securing data on your device; iEntertainment Network is not responsible for loss of account information due to device loss, data loss, system malfunction, or application malfunction.

## **PRIVACY OF USER INFORMATION**

Notwithstanding the sharing of data as required to operate the Service, iEntertainment Network will not share data that personally identifies you with any third parties without your express approval, except as provided in the Privacy Policy available at <http://www.ient.com/privacy>. By using the iEntertainment Network Services, you consent to the sharing of data required to operate the services, including but not limited to data as described in the [Privacy Policy](#) and as required to operate the Applications and Services, including but not limited to data required to facilitate voluntary communication with other users of iEntertainment Network Services and data required to provide third party services made that are provided by Google, Inc. (used for geolocational services within the application), Apple, Inc. (device manufacturer), Facebook (for Facebook account integration), Twitter (for Twitter account integration), advertising services (where embedded in the application), and other services such as Short Messaging Services (SMS) for text message invites and voice transcription services. iEntertainment Network may retain and use, for statistical purposes, data that does not personally identify you, including IP addresses and application analytics for use in troubleshooting the application. For more detailed information about personally identifying information iEntertainment Network collects and how it is used, refer to [iEntertainment Network's Privacy Policy](#).

## **SMS AND DATA CHARGES**

Certain iEntertainment Network Services and Applications, such as iEntertainment Network may be available to users at no charge from iEntertainment Network. However, your use of such Applications on your device may be subject to additional charges from your carrier or provider. For example, if you elect to receive SMS invites and alerts through iEntertainment Network, you may be charged for such messages in accordance with your agreement or plan with your carrier or provider.

In addition, your use of the Applications and Services may be subject to additional data charges under your agreement or plan with your carrier or provider. YOU UNDERSTAND AND AGREE THAT ALTHOUGH SOME IENTERTAINMENT NETWORK SERVICES, SUCH AS IENTERTAINMENT NETWORK, MAY BE FREE, YOU MAY BE CHARGED FOR SMS INVITE MESSAGES TRANSMITTED THROUGH THE APP OR FOR BANDWIDTH USAGE IF YOU DO NOT HAVE AN UNLIMITED DATA PLAN.

## **YOUR RESPONSIBILITIES**

By using the iEntertainment Network Application and thereby consenting to this Agreement and the terms herein, you agree that at no time will you partake in, facilitate, or otherwise encourage any of the following actions:

- Use of iEntertainment Network Services by a person under age 18.
- Use of iEntertainment Network Services while operating a motor vehicle.
- Use of iEntertainment Network Services for emergency services, fleet management, dispatch, vehicle navigation or other critical operations where injury, death, or economic damage could result.
- Use of iEntertainment Network Services to facilitate or engage in criminal activity.
- Use of iEntertainment Network Services to transmit or share confidential or privileged information.
- Fraudulent impersonation of another user or individual.
- abusing, harassing, or stalking other users, verbal or otherwise.
- repeated unsolicited communication with other users, including but not limited to the use of iEntertainment Network Services to create or transmit unauthorized commercial communications (spam).
- use of iEntertainment Network Services to record individuals without their express consent.
- use of iEntertainment Network Services for any illegal purpose, or in violation of any local, state, national, or international law
- use of iEntertainment Network Services to distribute copyrighted content or to infringe upon the copyright or intellectual property of any third party.
- attempts to reverse engineer the iEntertainment Network Application or its communication protocols without the express, written permission of iEntertainment Network, Inc.
- any other violations of this Agreement or the iEntertainment Network Privacy Policy.

Undertaking any of the aforementioned actions may result in termination of your account. iEntertainment Network reserves the right to remove any account for any reason at any time, with or without notification.

You agree that you will use iEntertainment Network Services in strict accordance with the iEntertainment Network Privacy Policy, with this Agreement, and with all applicable laws and regulations (including and without limitation, any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside)

## **DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF IENTERTAINMENT NETWORKSERVICES IS AT YOUR OWN RISK. YOU FURTHER AGREE THAT IENTERTAINMENT NETWORKIS NOT RESPONSIBLE FOR ANY LOSS OF LIFE, PERSONAL INJURY, OR ECONOMIC DAMAGE RESULTING FROM THE USAGE OF IENTERTAINMENT NETWORKAPPLICATIONS OR SERVICES. IENTERTAINMENT NETWORKAPPLICATIONS AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. IENTERTAINMENT NETWORKDOES NOT WARRANT THAT THE OPERATION OF IENTERTAINMENT NETWORKAPPLICATIONS OR WEBSITE WILL MEET YOUR REQUIREMENTS, THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN IENTERTAINMENT NETWORKAPPLICATIONS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED TO YOU BY IENTERTAINMENT NETWORK, ITS EMPLOYEES, AGENTS OR AUTHORIZED REPRESENTATIVES, OR OTHER THIRD PARTIES, SHALL CREATE A WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF WARRANTY, SO ONE OR ALL OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU. YOU UNDERSTAND THAT WHEN YOU DOWNLOAD FROM, OR OTHERWISE OBTAIN CONTENT OR SERVICES THROUGH THE SITES, IENTERTAINMENT NETWORKAPPLICATIONS AND SERVICES, YOU DO SO AT YOUR OWN DISCRETION AND RISK. YOU UNDERSTAND THAT IENTERTAINMENT NETWORKAPPLICATIONS MAY NOT DELIVER ALL MESSAGES IN A TIMELY MANNER OR MESSAGES MAY BE LOST. YOU UNDERSTAND THAT LOCATION DATA MAY NOT BE ACCURATE. YOU UNDERSTAND AND AGREE THAT IENTERTAINMENT NETWORKAPPLICATIONS ARE NOT INTENDED TO BE USED WHILE OPERATING A MOTOR VEHICLE, TO COMMUNICATE CONFIDENTIAL OR PRIVILEGED INFORMATION, FOR TIME-CRITICAL OR EMERGENCY SERVICES, OR FOR ANY OPERATION WHERE INJURY, DEATH OR ECONOMIC DAMAGE COULD OCCUR OR RESULT FROM SUCH OPERATION. IENTERTAINMENT NETWORKEXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO OR REFERENCED BY THE SITE, IENTERTAINMENT NETWORKSERVICES AND IENTERTAINMENT NETWORKAPPLICATIONS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PURPOSE, OF ACCURACY AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

## **LIMITATION OF LIABILITY**

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL IENTERTAINMENT NETWORKOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, SUBSIDIARIES, DISTRIBUTORS, AFFILIATES OR THIRD PARTIES PROVIDING INFORMATION ON THIS SITE OR VIA IENTERTAINMENT NETWORKAPPLICATIONS OR IENTERTAINMENT NETWORKSERVICES, INCLUDING BUT NOT LIMITED TO PHONE AND EMAIL, BE LIABLE TO ANY USER OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE) ARISING OUT OF THE USE OR INABILITY TO USE THE SITES, APPLICATIONS OR SERVICES, OR ANY INFORMATION CONTAINED THEREIN, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, OR

OTHERWISE, EVEN IF IENTERTAINMENT NETWORK HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. TO THE EXTENT APPLICABLE LAW IS INCONSISTENT WITH A PRECLUSION OF SUCH CLAIMS YOU AGREE THAT THE MAXIMUM VALUE OF ALL SUCH CLAIMS SHALL NOT EXCEED THE AMOUNTS YOU PAY TO IENTERTAINMENT NETWORK OR \$50, WHICHEVER IS GREATER.

You hereby acknowledge that the preceding paragraph shall apply to all content, products and services available through the Sites, Applications or Services. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states liability is limited to the fullest extent permitted by law.

## **INTELLECTUAL PROPERTY**

This Agreement does not transfer from iEntertainment Network to you any iEntertainment Network or third-party intellectual property. iEntertainment Network, iEntertainment Network, ient.com, , iEntertainment Network Translator, the iEntertainment Network logo(s), the iEntertainment Network logo(s), iEntertainment Network Translator application designs, application designs, and all other trademarks, service marks, graphics and logos used in connection with iEntertainment Network Applications, iEntertainment Network Services or the Sites are trademarks of iEntertainment Network or iEntertainment Network's licensors. Other trademarks, service marks, graphics and logos used relating to the Sites, iEntertainment Network Applications or iEntertainment Network Services may be the trademarks of other third parties. Your use of the Applications or Services grants you no right or license to reproduce or otherwise use any iEntertainment Network or third-party trademarks. Any and all Intellectual Property Rights (IP Rights) in iEntertainment Network Applications, the Sites, iEntertainment Network Promotional Materials and other iEntertainment Network Services are and shall remain the exclusive property of iEntertainment Network and/or licensed owners of the marks.

Nothing in this Agreement is intended to transfer or vest any such IP Rights to you. You are only entitled to the limited use of the IP Rights granted to you in this Agreement.

You agree that you will not take any action to jeopardize, limit, or interfere with iEntertainment Network's IP Rights in any way. Any unauthorized use of iEntertainment Network's IP Rights is a violation of this Agreement as well as a violation of intellectual property laws and treaties, including but not limited to copyright laws and trademark laws. All title and IP Rights in and to any third-party content that is not contained in the iEntertainment Network Application, but may be integrated with or accessed through the iEntertainment Network Application, is the property of its respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties. iEntertainment Network respects the intellectual property rights of others and will respond to notices of alleged copyright infringement if they comply with applicable law and provide enough information to conduct an investigation. To provide a Digital Millennium Copyright Act ("DMCA") takedown notice to us, please include the following:

- Identification of the infringed work
- Identification of the alleged infringing material (including hyperlink to the material so that we may locate it for potential removal)
- Your name, address, telephone number, and email address
- Physical or electronic signature of the copyright owner or person authorized to act on behalf of the copyright owner
- A statement by you that you have a good faith belief that use of the material is not authorized by the copyright owner, its agent, or the law and that, under penalty of perjury, you are authorized to act on behalf of the copyright owner

Forward all such requests to:

iEntertainment Network, Inc.  
PO Box 3897  
Cary, North Carolina 27519  
email: [custsvc@ient.com](mailto:custsvc@ient.com)  
[Phone 919-238-4090](tel:919-238-4090)

### **CHANGES TO THIS AGREEMENT**

iEntertainment Network reserves the right, in its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to iEntertainment Network Services following the posting of any changes to this Agreement constitutes acceptance of those changes. iEntertainment Network may also, in the future, offer new services and/or features. Such new features and/or services shall be subject to the terms and conditions of this Agreement.

### **EXPORTING THE APPLICATION**

You may not use or otherwise export or re-export the iEntertainment Network Applications except as authorized by United States law. In particular, but without limitation, iEntertainment Network Applications may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using iEntertainment Network Applications, you represent and warrant that you are not located in any such country or on any such list.

### **USE OF THE IENTERTAINMENT NETWORK APPLICATIONS AND SERVICES**

You also agree that you will not use iEntertainment Network Applications or Services for any purposes prohibited by United States law or the laws of the State in which you reside. You understand and agree that YOU are solely responsible for being aware of and abiding by the laws of your jurisdiction and following them accordingly. You also agree that you will not use these Applications or Services for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear missiles, or chemical or biological weapons.

If you are a resident of a country other than the United States, you expressly agree with the foregoing and agree that you will not use iEntertainment Network Applications or Services for any purposes prohibited by any of the following: United

States law; the country in which you are a resident; the country in which you are domiciled; or any applicable local jurisdictional laws.

## **INDEMNIFICATION**

You agree to indemnify and hold harmless iEntertainment Network and its contractors, licensors, directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of your use of the Applications, Services or Sites, or your violation of this Agreement.

## **APPLICABLE LAW AND VENUE**

Except to the extent applicable law, if any, provides otherwise, this Agreement and any access to or use of the iEntertainment Network Sites, Applications or Services will be governed by the laws of the state of North Carolina, U.S.A., without reference to its choice of law rules.

## **BINDING ARBITRATION**

**Purpose.** If you have a Dispute (as defined below) with iEntertainment Network that cannot be resolved through an informal dispute resolution with iEntertainment Network, you or iEntertainment Network may elect to arbitrate that Dispute in accordance with the terms of this Arbitration Provision rather than litigate the Dispute in court. Arbitration means you will have a fair hearing before a neutral arbitrator instead of in a court by a judge or jury.

**Definitions.** The term Dispute means any dispute, claim, or controversy between you and iEntertainment Network regarding any aspect of your relationship with iEntertainment Network, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Arbitration Provision (with the exception of the enforceability of the Class Action Waiver clause). Dispute is to be given the broadest possible meaning that will be enforced. As used in this Arbitration Provision, iEntertainment Network means iEntertainment Network and its parents, subsidiaries and affiliated companies and each of their respective officers, directors, employees and agents.

**Right to Opt Out.** IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY IENTERTAINMENT NETWORK IN WRITING WITHIN 30 DAYS OF THE DATE THAT YOU FIRST RECEIVE THIS AGREEMENT BY MAILING TO iEntertainment Network Opt Out, PO Box 3897, Cary, NC, 27159.

YOUR WRITTEN NOTIFICATION TO IENTERTAINMENT NETWORK MUST INCLUDE YOUR NAME, ADDRESS AND IENTERTAINMENT NETWORK ACCOUNT NUMBER OR USERNAME, AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH IENTERTAINMENT NETWORK THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH IENTERTAINMENT NETWORK OR THE DELIVERY OF SERVICES TO YOU BY IENTERTAINMENT NETWORK. IF YOU HAVE PREVIOUSLY NOTIFIED IENTERTAINMENT NETWORK OF YOUR DECISION TO OPT OUT OF ARBITRATION, YOU DO NOT NEED TO DO SO AGAIN.



**Initiation of Arbitration Proceeding/Selection of Arbitrator.** If you or iEntertainment Network elect to resolve your Dispute through arbitration pursuant to this Arbitration Provision, the party initiating the arbitration proceeding may initiate the arbitration proceeding with American Arbitration Association (AAA), 335 Madison Ave., Floor 10, New York, NY 10017-4605, 1-800-778-7879, [www.adr.org](http://www.adr.org) under the Commercial Arbitration Rules of the AAA.

**Arbitration Procedures.** Because the Service(s) provided to you by iEntertainment Network concerns interstate commerce, the Federal Arbitration Act (FAA), not state arbitration law, shall govern the arbitrability of all Disputes. However, applicable federal law or the law of the state where you receive the service from iEntertainment Network may apply to and govern the substance of any Disputes. Any state statutes pertaining to arbitration shall not be applicable under this Arbitration Provision. If there is a conflict between this Arbitration Provision and the rules of the arbitration organization chosen, this Arbitration Provision shall govern. If the arbitration organization that you select will not enforce this Arbitration Provision as written, it cannot serve as the arbitration organization to resolve your dispute with iEntertainment Network. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will enforce this Arbitration Provision as written. If there is a conflict between this Arbitration Provision and the rest of this Agreement, this Arbitration Provision shall govern.

A single arbitrator will resolve the Dispute. You should know that participating in arbitration may result in limited discovery depending on the rules of the arbitration organization that is chosen to resolve the Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement. If an award granted by the arbitrator exceeds \$75,000, either party can appeal that award to a three-arbitrator panel administered by the same arbitration organization by a written notice of appeal filed within thirty (30) days from the date of entry of the written arbitration award. The members of the three-arbitrator panel will be selected according to the rules of the arbitration organization. The arbitration organization will then notify the other party that the award has been appealed. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which exists under the FAA.

**Class Action Waiver:** ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS, OR OTHER PERSONS SIMILARLY SITUATED UNLESS THE STATUTE UNDER WHICH YOU ARE SUING PROVIDES OTHERWISE.

**Location of Arbitration.** The arbitration will take place in Raleigh, NC, USA.

**Payment of Arbitration Fees and Costs.** ENTERTAINMENT NETWORK WILL ADVANCE ALL ARBITRATION FILING FEES AND ARBITRATOR'S COSTS AND EXPENSES UPON YOUR WRITTEN REQUEST GIVEN PRIOR TO THE COMMENCEMENT OF THE ARBITRATION. YOU ARE RESPONSIBLE FOR ALL ADDITIONAL COSTS THAT YOU INCUR IN THE ARBITRATION, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS OR EXPERT WITNESSES. IF THE ARBITRATION PROCEEDING IS DECIDED IN ENTERTAINMENT NETWORK'S FAVOR, YOU SHALL REIMBURSE ENTERTAINMENT NETWORK FOR THE FEES AND COSTS ADVANCED TO YOU ONLY UP TO THE EXTENT AWARDABLE IN A JUDICIAL PROCEEDING. IF THE ARBITRATION PROCEEDING IS DETERMINED IN YOUR FAVOR, YOU WILL NOT BE REQUIRED TO REIMBURSE ENTERTAINMENT NETWORK FOR ANY OF THE FEES AND COSTS ADVANCED BY ENTERTAINMENT NETWORK. IF A PARTY ELECTS TO APPEAL AN AWARD TO A THREE-ARBITRATOR PANEL, THE PREVAILING PARTY IN THE APPEAL SHALL BE ENTITLED TO RECOVER ALL REASONABLE ATTORNEYS' FEES AND COSTS INCURRED IN THAT APPEAL. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, ENTERTAINMENT NETWORK WILL PAY ALL FEES AND COSTS THAT IT IS REQUIRED BY LAW TO PAY.

**Severability.** If any clause within this Arbitration Provision (other than the class action waiver clause) is found to be illegal or unenforceable, that clause will be severed from this Arbitration Provision, and the remainder of this Arbitration Provision will be given full force and effect. If the class action waiver clause is found to be illegal or unenforceable, the entire Arbitration Provision will be unenforceable, and the dispute will be decided by a court.

In the event this entire Arbitration Provision is determined to be illegal or unenforceable for any reason, or if a claim is brought in a Dispute that is found by a court to be excluded from the scope of this Arbitration Provision, you and iEntertainment Network have each agreed to waive, to the fullest extent allowed by law, any trial by jury.

**Exclusions from Arbitration.** YOU AND ENTERTAINMENT NETWORK AGREE THAT THE FOLLOWING WILL NOT BE SUBJECT TO ARBITRATION: (1) ANY CLAIM FILED BY YOU OR BY ENTERTAINMENT NETWORK THAT IS NOT AGGREGATED WITH THE CLAIM OF ANY OTHER SUBSCRIBER AND WHOSE AMOUNT IN CONTROVERSY IS PROPERLY WITHIN THE JURISDICTION OF A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS; (2) ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS; AND (3) ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE.

**Continuation.** This Arbitration Provision shall survive the termination of your membership with iEntertainment Network.

**Severability:** If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not

waive such term or condition or any subsequent breach thereof. You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; iEntertainment Network may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.