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GameSpy

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SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH JURISDICTIONS, LIABILITY OF THE IGN PARTIES WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. To the extent that any part of this section is not consistent with any other part of the TOS, then this Disclaimer of Warranties will override it.

C. Limitation of Liability. YOU AGREE THAT THE IGN PARTIES WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE IGN PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR INABILITY TO USE THE SERVICES; (II) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANYONE ON THE SERVICES; OR (V) ANY OTHER MATTER RELATING TO THE SERVICES. IF, NOTWITHSTANDING THE OTHER PROVISIONS OF THIS AGREEMENT, ANY IGN PARTY IS FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS WHICH ARISES OUT OF OR IS ANY WAY CONNECTED TO YOUR USE OF THE SERVICES, LIABILITY OF THE IGN PARTIES SHALL IN NO EVENT EXCEED THE GREATER OF (I) THE TOTAL OF ANY SUBSCRIPTION OR SIMILAR FEES WITH RESPECT TO ANY SERVICE OR FEATURE OF THE SERVICES PAID IN THE SIX MONTHS PRIOR TO THE DATE OF THE INITIAL CLAIM MADE AGAINST IGN, OR (II) US\$100.00.

D. Indemnification. You agree to protect and fully compensate the IGN Parties from any and all third-party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) arising from your use of the Services, or violation of the TOS by you or any other user of your account (whether or not authorized).

E. Copyright Infringement. If you believe that content you own has been used on the Services in a way that violates your copyright or other intellectual property rights, please provide IGN's Copyright Agent the following information:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. a description of the copyrighted work or other intellectual property that you claim has been infringed;
3. a description of where the material that you claim is infringing is located on the site;
4. your address, telephone number, and email address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and
6. a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

IGN's Designated Agent for Notice of claims of copyright or other intellectual property infringement can be reached as follows:

By mail: Designated Agent Attention Legal Department 8000 Marina Blvd., 4th Floor Brisbane, CA 94005	By Phone: 415.508.2000 By Facsimile: 415.508.2611	By email: Designated_Agent@igngamespy.com > <mailto:Designated_Agent@igngamespy.com
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F. Miscellaneous. IGN's rights under the TOS may not be waived unless IGN agrees to such change in writing. The TOS and your account on the Services are personal to you and may not be transferred or assigned. The TOS is governed by U.S. Federal law and the laws of the State of California, U.S.A., without regard to its conflicts of law provisions; and you hereby consent to the exclusive jurisdiction of and venue in the federal and state courts located in San Francisco County, California, U.S.A. in all disputes arising out of or relating to the Services. Use of the Services is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this Section. IGN's performance of the TOS is subject to existing laws and legal process, and nothing contained in the TOS is in derogation of our right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Services or information provided to or gathered by IGN with respect to such use. If any part of the TOS is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the TOS shall continue in effect. The TOS, together with any additional terms and conditions or policies referred to and incorporated herein (including additional terms applicable to various parts of the Services and the Privacy Policy), constitutes the entire understanding between you and IGN regarding the Services. A printed version of the TOS and any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the TOS to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The parties have agreed that the TOS shall be written in English.

G. Notices. IGN may give you notice of certain events from time to time and may be required by state or federal law to notify you of certain events. You hereby acknowledge and consent that such notices will be effective upon our posting them on our Services or delivering them to you through email if you have provided IGN with your accurate email address.

Direct questions or notices to IGN as follows:

IGN Entertainment, Inc.

Attn: Customer Service
3070 Bristol Street, 2nd Floor
Costa Mesa, CA 92626

Email:

<http://support.igngamespy.com>

Telephone:

1-888-262-1036

ARTICLE II. Subscription Terms of Service

Certain Services provided by IGN require registration and payment (such Services are referred to as the "Premium Services"). The terms and conditions contained in this Article II (the "Subscriber TOS") apply to each subscriber to a Premium Service, including but not limited to Arcade, FilePlanet, Ad-Free Network, Founders' Club, and Insider. THE SUBSCRIBER TOS IS IN ADDITION TO THE TERMS AND CONDITIONS SET FORTH IN THE TOS, AND THE TOS IN ITS ENTIRETY APPLIES TO EACH SUBSCRIBER. PLEASE READ THE TOS, INCLUDING THE SUBSCRIBER TOS, CAREFULLY PRIOR TO COMPLETING YOUR REGISTRATION FOR A PREMIUM SERVICE. BY REGISTERING FOR THE PREMIUM SERVICE, YOU ARE CONSENTING TO AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THE SUBSCRIBER TOS AS WELL AS ALL OTHER PROVISIONS OF THE TOS. IF YOU DO NOT ACCEPT AND AGREE TO ALL THE TERMS AND CONDITIONS OF THE TOS (INCLUDING THE SUBSCRIBER TOS), YOU MUST DISCONTINUE THE REGISTRATION PROCESS.

For questions about your IGN subscription, please visit our FAQ at <http://support.igngamespy.com>. All questions that cannot be answered via the FAQ should be sent using our online form, available at <http://support.igngamespy.com>. Please include your name and username in all correspondence.

1. Payment Obligation and Credit Card Authorization. You are responsible for paying any and all charges relating to your Premium Service account, including without limitation, periodic subscription fees (the initial fee and automatic renewals). You grant IGN permission to charge your credit card (or other approved facility) to pay for all such charges. The subscription fee will be billed at the beginning of your subscription and on each annual, quarterly or monthly renewal thereafter, dependant on the original subscription term selected at registration, unless you cancel at least 10 days prior to the renewal date pursuant to the process set forth below.

2. Renewal and Cancellation of Your Subscription. You grant IGN permission to automatically renew your subscription and charge your account up to five (5) days prior to the day on which your subscription is scheduled to end. However, you may "opt out" of this automatic renewal by visiting The Support Center (<http://support.gamespy.com/article.aspx?id=10555>) and canceling on your own or by using our online form to notify IGN. IGN will cancel your account upon receipt of such notification from you. All fees, charges and sales are final. Once charged to your credit card, the payments are nonrefundable, except in cases of demonstrated fraud, which will be determined at IGN's sole discretion. You acknowledge that canceling your subscription will not immediately terminate access to the Premium Services. Your subscription will remain open until the paid period expires. You acknowledge and agree that the authorization to charge your credit card or other payment mechanism for the Premium Services shall automatically transfer to any successors or assigns of the Premium Service for substantially similar services at the same website. You may not assign or transfer your subscription to any other person or entity. You must be at least 18 years old (or have the permission of a credit card holder who is) to subscribe for Premium Services.

Payment must be made by a major credit card accepted by IGN, check, PayPal, or money order (U.S. dollars only). If IGN does not receive payment from the credit card issuer or its agent, you agree to pay all amounts due upon our demand. Your card issuer agreement governs your use of your designated card in connection with the Premium Service, and you must refer to that agreement and not the TOS to determine your rights and liabilities as a cardholder. YOU, AND NOT IGN, ARE RESPONSIBLE FOR PAYING ANY AMOUNTS BILLED TO YOUR CREDIT CARD BY A THIRD PARTY EVEN IF THEY WERE NOT AUTHORIZED BY YOU.

IGN RESERVES THE RIGHT, AT ANY TIME, TO CHANGE ITS FEES AND BILLING METHODS, INCLUDING THE ADDITION OF SUPPLEMENTAL FEES OR SEPARATE CHARGES FOR CONTENT, OR SERVICES PROVIDED BY IGN, EFFECTIVE THIRTY (30) DAYS AFTER AN ONLINE POSTING AT IGN. IGN MAY ADDITIONALLY PROVIDE NOTICE OF BILLING CHANGES VIA EMAIL. If any such change is unacceptable to you, you may cancel your Subscription Service by visiting The Support Center (<http://support.gamespy.com/article.aspx?id=10555>). However, canceling will not immediately terminate access to your Premium Service account and IGN will not refund the remaining portion of your subscription. The subscription will remain open until the paid period expires. YOUR CONTINUED USE OF THE PREMIUM SERVICE FOLLOWING THE EFFECTIVE DATE OF A CHANGE TO SUCH FEES AND BILLING METHODS SHALL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGE. IGN IS NOT RESPONSIBLE FOR FAILURE TO CANCEL YOUR SUBSCRIPTION EITHER IN WRITING BY EMAIL, FAX, OR LETTER ON OR THROUGH THE WEB SITE. YOU AGREE AND ACKNOWLEDGE THAT IGN SHALL NOT BE RESPONSIBLE FOR ANY ADJUSTMENTS, REFUNDS OR ACCOUNT OVERSIGHTS THAT YOU HAVE NOT SUBMITTED TO IGN THROUGH THE SUPPORT CENTER WITHIN 60 DAYS OF SUCH OCCURANCE OR LACK THEREOF.

There shall be no refunds, except in demonstrated cases of credit card fraud (as determined by IGN at its sole discretion) or under the terms agreed to when purchasing a product or service as agreed to during the payment process. You understand and agree that as a result of processing a refund IGN incurs certain administrative costs, and that the fees below are a fair and accurate assessment of those costs. Should a refund be permitted, all refunds (except those due to demonstrated instances of credit card fraud) are subject to a "restocking" fee (which also applies to digital products), currently as follows:

- Subscriptions: \$5 per charge refunded
- Digital Retail: 10% of the purchase price

3. Termination of Your Subscription. You acknowledge that IGN, in its sole discretion, may terminate your ID, password, account (or any part thereof) or use of the Premium Service for a variety of reasons, including, without limitation, if IGN believes that you have violated or acted inconsistently with the letter or spirit of the TOS or any other agreement referred to in the TOS. IGN may also, in its sole discretion, at any time discontinue providing the Premium Service, or any part thereof, with or without notice. You agree that any termination of your access to the Premium Service under any provision of the TOS may be effected without prior notice, and acknowledge and agree that IGN may immediately deactivate or delete your account and/or bar any further access to the Premium Service. If your account is terminated by IGN, it will not be automatically renewed and access will be terminated, without refund. Further, you agree that IGN shall not be liable to you or any third-party for termination of your access to the Premium Service. YOU AGREE AND ACKNOWLEDGE THAT IGN SHALL NOT BE RESPONSIBLE FOR ANY ADJUSTMENTS, REFUNDS OR ACCOUNT OVERSIGHTS PAST THE 60th DAY OF SUCH OCCURANCE OR LACK THEREOF.

4. Trial Memberships. IGN occasionally offers promotional trial memberships to its Premium Services at special discounted prices. If you sign up for a trial membership, you will be automatically renewed at the normal subscription rate for the

Premium Service at the end of the trial period, unless you cancel at least 24 hours before the end of the trial. You must cancel prior to the end of your trial to avoid charges to your credit card. We will continue to bill your credit card for the Premium Service at the standard Premium Service rate and renewal term thereafter, dependant on the original subscription term selected at registration, until you cancel. For information about canceling your subscription, visit the Support Center (<http://support.gamespy.com/article.aspx?id=10555>).

5. Subscriber Information. You agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Premium Service registration process. You must promptly inform IGN of any of the following: changes in the expiration date of any credit card used in connection with the Premium Service; changes in home or billing address; and apparent breaches of security, such as loss, theft, or unauthorized disclosure or use of an ID or password. You agree to notify IGN immediately upon learning of any potential breach of your Premium Service account.

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