

TERMS OF USE

Last Updated July 14, 2020

Thank you for visiting Atlanta Esports Ventures' (the "Organization") website, which is operated by Atlanta Esports Ventures ("AEV"). These Terms of Use ("Terms") form a binding legal contract between you and AEV and govern your use of the AEV website and any content made available from or through such website, including any subdomains thereof. Please read these Terms carefully.

By using our website and/or any services offered through our website (collectively, the "Service"), you accept the Terms. We may change the Terms or introduce new terms and conditions from time to time, in which case we will post an updated version on this Service and will update the "Last Updated" date to reflect the date the changes take effect and, if required by applicable law we will send an email to the registered users of the Service at the address on file. By continuing to use this Service after we post or provide any such changes, you accept the Terms, as modified.

We reserve the right to deny access to this Service or any portion of this Service to anyone who violates the Terms or who, in our judgment, interferes with the ability of others to enjoy this Service or who infringes the rights of others.

NOTE: THESE TERMS CONTAIN A DISPUTE RESOLUTION AND ARBITRATION AGREEMENT, INCLUDING CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS AND WITH RESPECT TO DISPUTES YOU MAY HAVE WITH US. YOU MAY OPT OUT OF THE BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER AS PROVIDED BELOW.

TO RECEIVE EMAILS FROM US

You may request information about the Team by signing up for our newsletters or otherwise requesting marketing/promotional communications from us. Children under the age of 13 may not sign up for such newsletters/communications. You agree that the information you supply during that sign-up process will be accurate and complete and that you will not sign up under the name of, nor attempt to use the Service under the name of, another person.

PRIVACY

We respect the privacy of the users of our Service. Please take a moment to review our [Privacy Statement](#).

RIGHTS AND LIMITATIONS ON USE OF CONTENT ON THIS SERVICE

Our Limited License to You.

The materials available through the Service are our property and are protected by copyright, trademark and other intellectual property laws. You are free to display and print for your

personal, non-commercial use the content you receive through the Service, provided that you reprint any copyright and other rights notices included in such content. You may not otherwise reproduce any of the materials on the Service, nor distribute copies of materials found on the Service in any form (including by email or other electronic means), without prior written permission from the owner. Of course, you are free to encourage others to access the information themselves from our Service and to tell them how to find it. Requests for permission to reproduce or distribute materials found on the Service can be sent to this address: 2360 Corporate Circle, Ste. 330, Henderson, NV 89074

Links

We welcome links to our Service. You are free to establish a hypertext link to the Service so long as the link does not state or imply any sponsorship of your site, service, application, or mobile application by us.

No Framing

Without our prior written permission, you may not frame, or in-line link, any of the content of this Service, or incorporate into another website, application, mobile application, or other service any of our intellectual property.

Trademarks

We do not want anyone to be confused as to which materials and services are provided by us and which are not. You may not use any trademark or service mark appearing on the Service without the prior written consent of the owner of the mark.

DISCLAIMERS

Use at Your Own Risk

We provide the material available through the Service for informational purposes only. You may only use the material and the services available through the Service for your personal and non-commercial use. IF YOU RELY ON ANY INFORMATION OR SERVICE AVAILABLE THROUGH THE SERVICE, YOU DO SO AT YOUR OWN RISK. YOU UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS YOU MAY INCUR THAT RESULTS FROM YOUR USE OF ANY SERVICE OR ANY MATERIAL AND/OR DATA DOWNLOADED FROM OR OTHERWISE PROVIDED THROUGH THE SERVICE.

Links

We are not responsible for, and cannot guarantee the performance of, goods and services provided by others to whose sites, applications, or mobile applications we link, including the Overwatch League, LLC and the Call of Duty League, LLC websites. A link to another website, application, or mobile application does not constitute our endorsement of that site, application, or mobile application (nor of any product, service or other material offered on that site, application, or mobile application).

No Warranties

THE SERVICE AND ALL MATERIALS, INFORMATION, AND SERVICES AVAILABLE THROUGH IT, ARE PROVIDED TO YOU "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE." WE, OUR AFFILIATES, AGENTS, AND LICENSORS CANNOT AND DO NOT WARRANT THE ACCURACY, COMPLETENESS, TIMELINESS, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE MATERIALS, INFORMATION, AND SERVICES AVAILABLE THROUGH THE SERVICE, NOR DO WE GUARANTEE THAT THE MATERIALS, INFORMATION, OR SERVICES WILL BE ERROR-FREE OR CONTINUOUSLY AVAILABLE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

SPECIAL PROHIBITED USES

You may not use our Service to:

Interfere with or disrupt any servers or networks used to provide the Service;

Gain unauthorized access to our Service, or any account, computer system, or network connected to the Service, by means such as hacking, password mining or other illicit means; or

Obtain or attempt to obtain any materials or information through any means not intentionally made available through the Service.

VIRUSES

Because of the volume of email messages sent by us, we cannot and do not always monitor such email messages and attachments. You acknowledge and agree that such email messages may contain viruses, worms or other harmful components. You also acknowledge and agree that you are solely responsible for screening the email messages and attachments for viruses, worms and other harmful components.

LIMITATIONS OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL WE OR OUR AFFILIATES, INCLUDING PROVINCE, INC., COX ENTERPRISES, INC., THE OVERWATCH LEAGUE, LLC AND ITS AFFILIATES, INCLUDING BLIZZARD ENTERTAINMENT, INC., BLIZZARD ENTERTAINMENT INTERNATIONAL, A DIVISION OF ACTIVISION BLIZZARD INTERNATIONAL B.V., MAJOR LEAGUE GAMING, INC. AND ACTIVISION PUBLISHING, INC. BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES ARISING OUT OF USE OF THE SERVICE OR ANY PORTION THEREOF, INCLUDING, WITHOUT LIMITATION, LIABILITY FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, OR SIMILAR DAMAGES, EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, OUR LIABILITY AND THE LIABILITY OF OUR AFFILIATES, AGENTS, AND LICENSORS IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW. YOU AGREE THAT OUR LIABILITY AND THE LIABILITY OF OUR AFFILIATES, AGENTS,

AND LICENSORS, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM IN ANY WAY CONNECTED TO THE SERVICE SHALL NOT EXCEED THE AMOUNT YOU PAID FOR THE USE OF THE SERVICE. LIABILITY FOR DAMAGES WILL BE LIMITED AND EXCLUDED IN ACCORDANCE WITH THE PRECEDING SENTENCE EVEN IF ANY REMEDY PROVIDED FOR IN THIS VISITOR AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

DISPUTE RESOLUTION – ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

You may opt-out of this Arbitration Agreement and Class Action Waiver (“Arbitration Agreement”) by emailing us at **privay@atlreign.com** the following information: (1) your name; (2) your address; and (3) a clear statement that you do not wish to resolve disputes with us through arbitration. Your decision to opt-out of this arbitration provision will have no adverse effect on your relationship with us, but we must receive this opt-out request within 30 days from the date that you first consent to these Terms. **Any opt-out request received after this deadline will not be valid and you must pursue your dispute in arbitration or small claims court.**

UNLESS YOU OPT-OUT OF THESE ARBITRATION PROCEDURES AS SET FORTH ABOVE AND EXCEPT AS OTHERWISE DESCRIBED HEREIN:

YOU AND AEV EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL DISPUTES, AS DEFINED BELOW, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION, RATHER THAN IN COURT, IN ACCORDANCE WITH THIS ARBITRATION AGREEMENT

Arbitration

You and AEV agree to arbitrate – rather than litigate in court – any and all claims or Disputes that may arise between you and AEV, as defined below. For the purpose of this Arbitration Agreement the term “AEV” means AEV and any of AEV’s parent companies or organizations, subsidiaries, affiliates, and each of their managers, owners, officers, directors, employees, or agents. The term “Dispute” means any claim or dispute that may arise out of or in any way relates to your relationship with AEV, including without limitation regarding these Terms, or the Service or products or services that we, our affiliates, and/or our service providers (on our behalf) may provide to you in connection with your use of the Service, including, without limitation, any Dispute based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, gross negligence or reckless behavior), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Arbitration Agreement (with the exception of the enforceability of the Class Action Waiver clause below). “Dispute” is to be given the broadest possible meaning that will be enforced. However, in no event shall this Arbitration Agreement prevent you, in your individual capacity, from filing or joining a complaint with any federal, state, or local government agency that is authorized by law to seek relief against AEV on your behalf. The arbitration between you and AEV will be binding, and judgment on the award rendered in the arbitration may be entered in any court having jurisdiction thereof.

Arbitration is a form of private dispute resolution in which parties to a contract agree to submit their Disputes and potential Disputes to a neutral third person (called an arbitrator) for a binding decision, instead of having such Dispute(s) decided in a lawsuit, in court, by a judge or jury trial. This Arbitration Agreement provides that all Disputes between you and AEV shall be resolved by binding arbitration. Arbitration replaces the right to go to court. In the absence of this Arbitration Agreement, you might otherwise have a right or opportunity to bring claims in a court, before a judge or jury, and/or to participate in or be represented in a case filed in court by others (including, but not limited to, class actions). Entering into this Arbitration Agreement constitutes a waiver of your right to litigate claims in court and all opportunity to be heard by a judge or jury. There is no judge or jury in arbitration, and court review of an arbitration award is very limited.

The arbitrator's authority is governed by these Terms. You and AEV agree that an arbitrator must follow and be governed by this Arbitration Agreement and may only award such relief as a court of competent jurisdiction could award, limited to the same extent as a court would limit relief pursuant to these Terms. An arbitrator may award attorneys' fees and costs if a court would be authorized to do so and may issue injunctive or declaratory relief if that relief is required or authorized by the applicable law, but that injunctive or declaratory relief may not extend beyond you and your dealings with us and may not include class or collective action relief. Discovery may be limited in arbitration, and procedures are more streamlined than in court.

Notwithstanding this Arbitration Agreement, you and AEV may bring appropriate claims against each other regarding Disputes in small claims court, if the claims fall within the small claims court's jurisdiction, or, on an individual and not class or collective action basis, before any other federal, state, or local government agency authorized by law to hear your claims.

Class Action Waiver

You and AEV agree that all Disputes between you and AEV will be arbitrated individually, and that there will be no class, representative, or consolidated actions in arbitration. If you or we bring a claim or Dispute in small claims court, the class action waiver will apply, and neither of the parties can bring a claim on a class or representative basis. Furthermore, neither you nor AEV may participate in a class or representative action as a class member if the class action asserts claims or Disputes that would fall within the scope of this Arbitration Agreement if they were directly asserted by you or us. Notwithstanding the foregoing, this Arbitration Agreement shall not prohibit you or AEV from participating solely in your individual capacity in any judgment or settlement in any litigation brought by a federal, state, or local government on behalf of you or us, excluding litigation brought by any relator or party in its capacity as a private attorney general. We both agree that this class action waiver is an essential part of our Arbitration Agreement and that, if this class action waiver is found to be unenforceable by any court or arbitrator, then the entire Arbitration Agreement set forth in this section will not apply to any claim or Dispute between you and us. This class action waiver may not be severed from our Arbitration Agreement.

Informal Dispute Resolution

You and AEV agree to try to resolve Disputes informally before resorting to arbitration. If the Dispute cannot be resolved by telephone, you agree to notify us of the Dispute by sending a written description of your claim to Atlanta eSports Ventures, 2360 Corporate Circle, Ste. 330, Henderson, NV so that we can attempt to resolve it with you. If we do not satisfactorily resolve

your Dispute within 30 calendar days of receiving notice of it, then you may pursue the Dispute in arbitration. Neither you nor we may initiate arbitration without first providing the other notice of the Dispute and following the informal Dispute resolution procedure provided in this paragraph.

Arbitration Procedures

If the Dispute is not resolved by the Informal Dispute Resolution procedure described above, then either you or AEV may initiate arbitration proceedings. You and AEV agree that the Service affects interstate commerce and that the Federal Arbitration Act applies. All arbitrations shall be conducted by the American Arbitration Association (“AAA”), and the arbitration will be conducted before a single arbitrator. The arbitration shall be commenced as an individual arbitration and shall in no event be commenced as a representative or class arbitration. All issues shall be for the arbitrator to decide, including the scope of this Arbitration Agreement.

The AAA’s rules are available on its website at www.adr.org or by calling 1-800-778-7879. If the Dispute asserted in arbitration is for less than \$75,000, the AAA’s Supplementary Procedures for Consumer-Related Disputes will apply. If the Dispute asserted is for \$75,000 or more, the AAA’s Commercial Arbitration Rules will apply. If there is a conflict between the AAA’s rules and this Arbitration Agreement, this Arbitration Agreement shall control. To initiate arbitration, you must send a letter requesting arbitration and describing your Dispute and any claims for relief to Atlanta eSports Ventures, 2360 Corporate Circle, Ste. 330, Henderson, NV. You must also comply with the AAA’s rules regarding initiation of arbitration. We will pay all filing fees and costs for commencement of an arbitration, but you will be responsible for your own attorneys’ fees and costs unless otherwise determined by the arbitrator pursuant to the terms of this Arbitration Agreement or applicable law. We will not seek to recover our fees and costs from you in the arbitration unless your claim has been determined to be frivolous. If you are successful in the arbitration, we will pay your reasonable attorney’s fees and costs. If you obtain an award from the arbitrator greater than our last written settlement offer, we will pay you \$5,000 in addition to what you have been awarded in the arbitration. The arbitration will be held in a mutually convenient location. If you seek less than \$10,000, then you may choose to hold the arbitration in person, via phone, or to have it decided based on written submissions.

Arbitration Award

The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law and will not have the power to award relief to, against, or for the benefit of any person who is not a party to the proceeding. The arbitrator shall make any award in writing but need not provide a statement of reasons unless requested by a party. Such award by the arbitrator will be final and binding on the parties, except for any right of appeal provided by the FAA or applicable state law and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

Severability

If any clause within this Arbitration Agreement (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this Arbitration Agreement, and the remainder of this Arbitration Agreement will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, then this entire Arbitration Agreement will be unenforceable, and the Dispute will be decided by a court.

Survival and Continuation

This Arbitration Agreement shall survive the termination of your contract or relationship with AEV and your use of AEV's Service.

INDEMNIFICATION

You agree to indemnify and hold AEV and its affiliates, service providers, and licensors, and all of their respective officers, directors, employees and agents, harmless from and against any and all losses, expenses, damages and costs, including reasonable attorneys' fees, that arise out of your use of the Service, violation of these Terms by you, or your violation of any rights of another. We reserve the right to control defense of any action for which we are entitled to indemnification hereunder. In such event, you agree to cooperate with us, at our expense, as we may reasonably request in connection with our defense of the applicable claim.

GOVERNING LAW; JURISDICTION

These Terms have been made in and shall be construed in accordance with the laws of the State of Georgia, without regard to its conflicts of laws rules. By using this Service, you consent to the exclusive jurisdiction of the state and federal courts in Fulton County, Georgia for all disputes arising out of or relating to these Terms or the Service, except that an arbitration award made pursuant to the Arbitration Agreement in these Terms may be enforced by any court of competent jurisdiction pursuant to the FAA and the laws of the State of Georgia, without regard to its conflicts of laws rules