

END USER AGREEMENT

1. Introduction; Your Agreement to these Terms of Service

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. THIS IS A BINDING CONTRACT. Welcome to the services operated by Twitch Guru (collectively with its affiliates, "Twitch Guru" or "We") consisting of the website available at <https://www.twitch.guru>, and its network of websites, software applications, or any other products or services offered by Twitch Guru (the "Twitch Guru Services"). Other services offered by Twitch Guru may be subject to separate terms.

When using the Twitch Guru Services, you will be subject to Twitch Guru's rules and guidelines that are posted on the Twitch Services, made available to you, or disclosed to you in connection with specific services and features. Twitch Guru also offer certain paid services, which are subject to the Twitch Guru's Terms of Sale as well as any additional terms or conditions that are disclosed to you in connection with such services. All such terms and guidelines (the "Guidelines") are incorporated into these Terms of Service by reference.

The Terms of Service apply whether you are a user that registers an account with the Twitch Guru's Services or an unregistered user. You agree that by clicking "Sign Up" or otherwise registering, downloading, accessing, or using the Twitch Guru's Services, you are entering into a legally binding agreement between you and Twitch Guru regarding your use of the Twitch Guru Services. You acknowledge that you have read, understood, and agree to be bound by these Terms of Service. If you do not agree to these Terms of Service, do not access or otherwise use any of the Twitch Guru's Services.

When using Twitch Guru or opening an account with Twitch Guru on behalf of a company, entity, or organization (collectively, "Subscribing Organization"), you represent and warrant that you: (i) are an authorized representative of that Subscribing Organization with the authority to bind that organization to these Terms of Service and grant the licenses set forth herein; and (ii) agree to these Terms of Service on behalf of such Subscribing Organization.

2. Use of Twitch Guru by Minors and Blocked Persons

The Twitch Services are not available to persons under the age of 16. If you are between the ages of 16 and the age of legal majority in your jurisdiction of residence, you may only use the Twitch Guru's Services under the supervision of a parent or legal guardian who agrees to be bound by these Terms of Service.

The Twitch Services are also not available to any users previously removed from the Twitch Guru's Services by Twitch Guru or to any persons barred from receiving them under the laws of the United Kingdom (such as its export and re-export restrictions and regulations) or applicable laws in any other jurisdiction.

BY DOWNLOADING, INSTALLING, OR OTHERWISE USING THE TWITCH GURU'S SERVICES, YOU REPRESENT THAT YOU ARE AT LEAST 16 YEARS OF AGE, THAT YOUR PARENT OR LEGAL GUARDIAN AGREES TO BE BOUND BY THESE TERMS OF SERVICE IF YOU ARE BETWEEN 16 AND THE AGE OF LEGAL MAJORITY IN YOUR JURISDICTION OF RESIDENCE, AND THAT YOU HAVE NOT BEEN PREVIOUSLY REMOVED FROM AND ARE NOT PROHIBITED FROM RECEIVING THE TWITCH GURU'S SERVICES.

3. Privacy Notice

Your privacy is important to Twitch Guru. Please see our Privacy Notice for information relating to how we collect, use, and disclose your personal information.

4. Account

a. Account and Password

In order to open an account, you will be asked to provide us with certain information such as an account name and password.

You are solely responsible for maintaining the confidentiality of your account, your password and for restricting access to your computer. If you permit others to use your account credentials, you agree to these Terms of Service on behalf of all other persons who use the Services under your account or password, and you are responsible for all activities that occur under your account or password. Please make sure the information you provide to Twitch Guru upon registration and at all other times is true, accurate, current, and complete to the best of your knowledge.

Unless expressly permitted in writing by Twitch Guru, you may not sell, rent, lease, share, or provide access to your account to anyone else, including without limitation, charging anyone for access to administrative rights on your account. Twitch Guru reserves all available legal rights and remedies to prevent unauthorized use of the Twitch Guru Services, including, but not limited to, technological barriers, IP mapping, and, in serious cases, directly contacting your Internet Service Provider (ISP) regarding such unauthorized use.

b. Third-Party Accounts

Twitch Guru does not permit you to register for and log on to the Twitch Guru Services via certain third-party services, excluding Twitch Interactive, Inc. The third party's collection, use, and disclosure of your information will be subject to that third-party service's privacy notice. Further information about how Twitch Guru collects, uses, and discloses your personal information when you link your Twitch account with your Twitch Guru account can be found in our Privacy Notice.

5. Use of Devices and Services

Access to the Twitch Guru Services may require the use of your personal computer or mobile device, as well as communications with or use of space on such devices. You are responsible for any Internet connection or mobile fees and charges that you incur when accessing the Twitch Guru Services.

6. Modification of these Terms of Service

Twitch Guru may amend any of the terms of these Terms of Service by posting the amended terms. Your continued use of the Twitch Guru Services after the effective date of the revised Terms of Service constitutes your acceptance of the terms.

All amendments shall become effective no sooner than 30 calendar days after posting; provided that any amendment regarding newly available features of the Service, features of the Service that are beneficial to the user, or changes made for legal reasons may become effective immediately.

7. License

The Twitch Guru Services are owned and operated by Twitch Guru Ltd. Unless otherwise indicated, all content, information, and other materials on the Twitch Guru Services (excluding User Content, set out in Section 8 below), including, without limitation, Twitch Guru's trademarks and logos, the visual interfaces, graphics, design, compilation, information, software, computer code (including source code or object code), services, text, pictures, information, data, sound files, other files, and the selection and arrangement thereof (collectively, the "Materials") are protected by relevant intellectual property and proprietary rights and laws. All Materials are the property of Twitch Guru or its subsidiaries or affiliated companies and/or third-party licensors. Unless otherwise expressly stated in writing by Twitch Guru, by agreeing to these Terms of Service you are granted a limited, non-sublicensable license (i.e., a personal and limited right) to access and use the Twitch Guru Services for your personal use or internal business use only.

Twitch Guru reserves all rights not expressly granted in these Terms of Service. This license is subject to these Terms of Service and does not permit you to engage in any of the following: (a) resale or commercial use of the Twitch Guru's Services or the Materials; (b) distribution, public performance or public display of any Materials; (c) modifying or otherwise making any derivative uses of the Twitch Guru's Services or the Materials, or any portion of them; (d) use of any data mining, robots, or similar data gathering or extraction methods; (e) downloading (except page caching) of any portion of the Twitch Guru's Services, the Materials, or any information contained in them, except as expressly permitted on the Twitch Guru's Services; or (f) any use of the Twitch Guru's Services or the Materials except for their intended purposes. Any use of the Twitch Guru's Services or the Materials except as specifically authorized in these Terms of Service, without the prior written permission of Twitch Guru, is strictly prohibited and may violate intellectual property rights or other laws. Unless explicitly stated in these Terms of Service, nothing in them shall be interpreted as conferring any license to intellectual property rights, whether by estoppel, implication, or other legal principles. Twitch Guru can terminate this license as set out in Section 14.

8. User Content

For residents of the Republic of Korea, distribution of pre-recorded audio-visual works and video on demand related features and functions (including but not limited to clips, highlights, and other uploaded content) may not be available.

a. License to Twitch Guru

(i) Unless otherwise agreed to in a written agreement between you and Twitch Guru that was signed by an authorized representative of Twitch Guru Ltd, if you submit, transmit, display, perform, post, or store User Content using the Twitch Guru Services, you grant Twitch Guru and its sub-licensees, to the furthest extent and for the maximum duration permitted by applicable law (including in perpetuity if permitted under applicable law), an unrestricted, worldwide, irrevocable, fully sub-licensable, nonexclusive, and royalty-free right to: (a) use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such User Content (including without limitation for promoting and redistributing part or all of the Twitch Guru Services (and derivative works thereof) in any form, format, media, or media channels now known or later developed or discovered; and (b) use the name, identity, likeness, and voice (or other biographical information) that you submit in connection with such User Content. Should such User Content contain the name, identity, likeness, and voice (or other biographical information) of third parties, you represent and warrant that you have obtained the appropriate consents and/or licenses for your use of such features and that Twitch Guru and its sub-licensees are allowed to use them to the extent indicated in these Terms of Service.

(ii) With respect to User Content the rights granted by you hereunder terminate once you remove or delete such Submitted Projects from Twitch. You also acknowledge that Twitch Guru may retain, but not display, distribute, or perform, server copies of Submitted Projects that have been removed or deleted.

(iii) With respect to streaming live and pre-recorded audio-visual works, the rights granted by you hereunder terminate once you delete such User Content from Twitch, or generally by closing your account, except: (a) to the extent you shared it with others as part of Twitch and others copied or stored portions of the User Content (e.g., made a Clip); (b) Twitch Guru used it for promotional purposes; and (c) for the reasonable time it takes to remove from backup and other systems.

b. User Content Representations and Warranties

You are solely responsible for your User Content and the consequences of posting or publishing it. You represent and warrant that: (1) you are the creator or own or control all right in and to the User Content or otherwise have sufficient rights and authority to grant the rights granted herein; (2) your User Content does not and will not: (a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right, or (b) defame any other person; (3) your User Content does not contain any viruses, adware, spyware, worms, or other harmful or malicious code;

and (4) unless you have received prior written authorisation, your User Content specifically does not contain any pre-release or non-public beta software or game content or any confidential information of Twitch Guru or third parties. Twitch reserves all rights and remedies against any users who breach these representations and warranties.

c. Content is Uploaded at Your Own Risk

Twitch Guru uses reasonable security measures in order to attempt to protect User Content against unauthorized copying and distribution. However, Twitch Guru does not guarantee that any unauthorized copying, use, or distribution of User Content by third parties will not take place. To the furthest extent permitted by applicable law, you hereby agree that Twitch Guru shall not be liable for any unauthorized copying, use, or distribution of User Content by third parties and release and forever waive any claims you may have against Twitch Guru for any such unauthorized copying or usage of the User Content, under any theory. THE SECURITY MEASURES TO PROTECT USER CONTENT USED BY TWITCH GURU HEREIN ARE PROVIDED AND USED “AS-IS” AND WITH NO WARRANTIES, GUARANTEES, CONDITIONS, ASSURANCES, OR OTHER TERMS THAT SUCH SECURITY MEASURES WILL WITHSTAND ATTEMPTS TO EVADE SECURITY MECHANISMS OR THAT THERE WILL BE NO CRACKS, DISABLEMENTS, OR OTHER CIRCUMVENTION OF SUCH SECURITY MEASURES.

d. Promotions

Users may promote the Twitch Guru Services (a “Promotion”). If you choose to promote, administer, or conduct a Promotion, you must adhere to the following rules:

(1) You may carry out Promotions to the extent permitted by applicable law and you are solely responsible for ensuring that any Promotions comply with any and all applicable laws, obligations, and restrictions;

(2) You will be classified as the promoter of your Promotion in the applicable jurisdiction(s) and you will be solely responsible for all aspects of and expenses related to your Promotion, including without limitation the execution, administration, and operation of the Promotion; drafting and posting any official rules; obtaining all necessary third-party permissions and approvals, including without limitation filing any and all necessary registrations and bonds. Twitch Guru has the right to block your Promotion if Twitch Guru reasonably believes that your Promotion does not comply with the Terms of Service or applicable law;

(3) Twitch Guru is not responsible for and does not endorse or support any such Promotions. You may not indicate that Twitch Guru is a sponsor or co-sponsor of the Promotion; and

(4) You will display or read out the following disclaimer when promoting, administering, or conducting a Promotion: **“This is a promotion by [Your Name]. Twitch Guru does not sponsor or endorse this promotion and is not responsible for it.”**

e. Endorsements/Testimonials

You agree that your User Content will comply with relevant laws. For example, if you have been paid or provided with free products in exchange for discussing or promoting a product or service by the Twitch Guru Services, or if you are an employee of a company and you decide to discuss or promote that company’s products or services of the Twitch Guru Services, you agree to comply with all legal UK Guidelines’ and requirements for disclosing such relationships. You, and not Twitch Guru, are solely responsible for any endorsements or testimonials you make regarding any product or service through the Twitch Guru Services.

f. Political Activity

Subject to these Terms of Service, you may not use Twitch Guru Services whilst sharing political opinions; participate in political activity; provide links to a political committee’s official website,

including the contribution page of a political committee; and solicit viewers to make contributions directly to a political committee. You agree, however, that these activities are entirely your own. Moreover, by engaging in these activities, you represent and warrant that you are eligible to engage in them under applicable law, and that you will abide by all relevant laws and regulations while doing so.

9. Prohibited Conduct

YOU AGREE NOT TO violate any law, contract, intellectual property, or other third-party right; not to commit a tort, and that you are solely responsible for your conduct while on the Twitch Guru Services.

You agree that you will comply with these Terms of Service and will not:

- i. create, upload, transmit, distribute, or store any content that is inaccurate, unlawful, infringing, defamatory, obscene, pornographic, invasive of privacy or publicity rights, harassing, threatening, abusive, inflammatory, or otherwise objectionable;
- ii. impersonate any person or entity; falsely claim an affiliation with any person or entity; access the Twitch Guru Services accounts of others without permission; forge another person's digital signature; misrepresent the source, identity, or content of information transmitted via the Twitch Guru Services; or perform any other similar fraudulent activity;
- iii. send junk mail or spam to users of the Twitch Guru Services, including without limitation unsolicited advertising, promotional materials, or other solicitation material; bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, petitions for signatures, or any of the preceding things related to promotional giveaways (such as raffles and contests); and other similar activities;
- iv. harvest or collect email addresses or other contact information of other users from the Twitch Guru Services;
- v. defame, harass, abuse, threaten, or defraud users of the Twitch Guru Services, or collect or attempt to collect, personal information about users or third parties without their consent;
- vi. delete, remove, circumvent, disable, damage, or otherwise interfere with (a) security-related features of the Twitch Guru Services, (b) features that prevent or restrict use or copying of any content accessible through the Twitch Guru Services, (c) features that enforce limitations on the use of the Twitch Guru Services, or (d) the copyright or other proprietary rights notices on the Twitch Guru Services;
- vii. reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Twitch Guru Services or any part thereof, except and only to the extent that this activity is expressly permitted by the law of your jurisdiction of residence;
- viii. modify, adapt, translate, or create derivative works based upon the Twitch Guru Services or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
- ix. interfere with or damage the operation of the Twitch Guru Services or any user's enjoyment of them, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code;
- x. relay email from a third party's mail servers without the permission of that third party;
- xi. access any website, server, software application, or other computer resource owned, used, and/or licensed by Twitch Guru, including but not limited to the Twitch Guru Services, by means of any robot, spider, scraper, crawler, or other automated means for any purpose, or bypass any measures Twitch Guru may use to prevent or restrict access to any website, server, software application, or other

computer resource owned, used, and/or licensed by Twitch Guru, including but not limited to the Twitch Guru Services;

xii. interfere with or disrupt the Twitch Guru Services or servers or networks connected to the Twitch Guru Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the Twitch Guru Services; use the Twitch Guru Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Twitch Guru Services, or that could damage, disable, overburden, or impair the functioning of the Twitch Guru Services in any manner;

xiii. use or attempt to use another user's account without authorization from that user;

xiv. attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of the Twitch Guru Services that you are not authorized to access;

xv. attempt to indicate in any manner, without our prior written permission, that you have a relationship with us or that we have endorsed you or any products or services for any purpose; and

xvi. use the Twitch Guru Services for any illegal purpose, or in violation of any local, state, national, or international law or regulation, including without limitation laws governing intellectual property and other proprietary rights, data protection, and privacy.

To the extent permitted by applicable law, Twitch Guru takes no responsibility and assumes no liability for any User Content or for any loss or damage resulting therefrom, nor is Twitch Guru liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, or profanity you may encounter when using the Twitch Guru Services. Your use of the Twitch Guru Services is at your own risk. In addition, these rules do not create any private right of action on the part of any third party or any reasonable expectation that the Twitch Guru Services will not contain any content that is prohibited by such rules.

Twitch Guru is not liable for any statements or representations included in User Content. Twitch Guru does not endorse any User Content, opinion, recommendation, or advice expressed therein, and Twitch Guru expressly disclaims any and all liability in connection with User Content. To the fullest extent permitted by applicable law, Twitch Guru reserves the right to cancel Twitch Guru Services at any time and without notice, including where such User Content violates these Terms of Service or applicable law, at your sole cost and expense. Any use of the Twitch Guru Services in violation of the foregoing violates these Terms of Service and may result in, among other things, termination or suspension of your rights to use the Twitch Guru Services.

For Residents of the Republic of Korea, except in the case where Twitch Guru reasonably considers that giving notice is legally prohibited (for instance, when providing notice would either (i) violate applicable laws, regulations, or orders from regulatory authorities or (ii) compromise an ongoing investigation conducted by a regulatory authority) or that any notice may cause harm to you, third parties, Twitch, Twitch Guru and/or its affiliates (for instance, when providing notice harms the security of the Twitch Guru Services), Twitch Guru will without delay notify you of the reason for taking the relevant step.

10. Respecting Copyright

Twitch Guru respects the intellectual property of others and follows the requirements set forth in the Digital Millennium Copyright Act ("DMCA") and other applicable laws. If you are the copyright owner or agent thereof and believe that content on the Twitch Guru Services infringes upon your copyright, please submit a notice following DMCA to us at info@twitchguru.ltd

11. Trademarks

TWITCH GURU, the Twitch Guru logos, and any other product or service name, logo, or slogan used by Twitch Guru Ltd, and the look and feel of the Twitch Guru Services, including all page headers, custom graphics, button icons, and scripts, are trademarks or trade dress of Twitch Guru, and may not be used in whole or in part in connection with any product or service that is not Twitch Guru's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Twitch Guru, without our prior written permission. Any use of these trademarks must be in accordance with the Twitch Guru Trademark Guidelines.

All other trademarks referenced in the Twitch Guru Services are the property of their respective owners. Reference on the Twitch Guru Services to any products, services, processes, or other information by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation thereof by us or any other affiliation.

12. Third-Party Content

In addition to the User Content, Twitch Guru may provide other third-party content on the Twitch Guru Services (collectively, the "Third-Party Content"). Twitch Guru does not control or endorse any Third-Party Content and makes no representation or warranties of any kind regarding the Third-Party Content, including without limitation regarding its accuracy or completeness. Please be aware that we do not create Third-Party Content, update, or monitor it. Therefore we are not responsible for any Third-Party Content on the Twitch Guru Services.

You are responsible for deciding if you want to access or use third-party websites or applications that link from the Twitch Guru Services (the "Reference Sites"). Twitch Guru does not control or endorse any such Reference Sites or the information, materials, products, or services contained on or accessible through Reference Sites, and makes no representations or warranties of any kind regarding the Reference Sites. In addition, your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Twitch Guru Services are solely between you and such advertiser. Access and use of Reference Sites, including the information, materials, products, and services on or available through Reference Sites is solely at your own risk.

13. Idea Submission

By submitting ideas, suggestions, documents, and/or proposals (the "Submissions") to Twitch Guru or its employees, you acknowledge and agree that Twitch Guru shall be entitled to use or disclose such Submissions for any purpose in any way without providing compensation or credit to you.

14. Termination

To the fullest extent permitted by applicable law, Twitch Guru reserves the right, without notice and in our sole discretion, to terminate your license to use the Twitch Guru Services (including to post User Content) and to block or prevent your future access to and use of the Twitch Guru Services, including where we reasonably consider that:

(a) your use of the Twitch Guru Services violates these Terms of Service or applicable law;

(b) you fraudulently use or misuse the Twitch Guru Services; or

(c) we are unable to continue providing the Twitch Guru Services to you due to technical or legitimate business reasons. Our right to terminate your license includes the ability to terminate or to suspend your access to any purchased products or services, including any subscriptions or accounts. To the fullest extent permitted by applicable law, your only remedy with respect to any dissatisfaction with: (i) the Twitch Guru Services, (ii) any term of these Terms of Service, (iii) any policy or practice of Twitch in operating the Twitch Guru Services, or (iv) any content or information transmitted through the Twitch Guru Services, is to terminate your account and to discontinue use of any and all parts of the Twitch Guru Services.

For residents of the Republic of Korea, except in the case where Twitch Guru reasonably considers that giving notice is legally prohibited (for instance, when providing notice would either (i) violate applicable laws, regulations, or orders from regulatory authorities or (ii) compromise an ongoing investigation conducted by a regulatory authority) or that any notice may cause harm to you, third parties, Twitch Guru, and/or its affiliates (for instance, when providing notice harms the security of the Twitch Guru Services), Twitch Guru will without delay notify you of the reason for taking the relevant step.

15. Disputes

a. Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold harmless Twitch Guru, its affiliated companies, and each of our respective contractors, employees, officers, directors, agents, third-party suppliers, licensors, and partners (individually and collectively, the "Twitch Guru Parties") from any claims, losses, damages, demands, expenses, costs, and liabilities, including legal fees and expenses, arising out of or related to your access, use, or misuse of the Twitch Guru Services, any User Content you post, store, or otherwise transmit in or through the Twitch Guru Services, your violation of the rights of any third party, any violation by you of these Terms of Service, or any breach of the representations, warranties, and covenants made by you herein. You agree to promptly notify the Twitch Guru Parties of any third-party claim, and Twitch Guru reserves the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify Twitch Guru, and you agree to cooperate with Twitch Guru's defence of these claims. Twitch Guru will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

b. Disclaimers; No Warranties

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (A) THE TWITCH GURU SERVICES AND THE CONTENT AND MATERIALS CONTAINED THEREIN ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN WRITING BY TWITCH GURU; (B) THE TWITCH GURU PARTIES DISCLAIM ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AS TO THE TWITCH GURU SERVICES, INCLUDING ANY INFORMATION, CONTENT, OR MATERIALS CONTAINED THEREIN; (C) TWITCH GURU DOES NOT REPRESENT OR WARRANT THAT THE CONTENT OR MATERIALS ON THE TWITCH GURU SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE; (D) TWITCH GURU IS NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS OR OMISSIONS RELATING TO TEXT OR PHOTOGRAPHY; AND (E) WHILE TWITCH GURU ATTEMPTS TO MAKE YOUR ACCESS AND USE OF THE TWITCH GURU SERVICES SAFE, TWITCH GURU CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE TWITCH GURU SERVICES OR OUR SERVER(S) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, AND THEREFORE, YOU SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM TWITCH GURU OR THROUGH THE TWITCH GURU SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

c. Limitation of Liability and Damages

i. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (A) IN NO EVENT SHALL TWITCH GURU OR THE TWITCH GURU PARTIES BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO

NEGLIGENCE), OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE TWITCH GURU SERVICES, THE CONTENT OR THE MATERIALS, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE ON ANY INFORMATION OBTAINED FROM TWITCH GURU, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO TWITCH GURU'S RECORDS, PROGRAMS, OR SERVICES; AND (B) IN NO EVENT SHALL THE AGGREGATE LIABILITY OF TWITCH GURU, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE, OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY, OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE TWITCH GURU SERVICES EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE TWITCH GURU SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM OR ONE HUNDRED POUNDS STERLING, WHICHEVER IS GREATER. TO THE EXTENT THAT APPLICABLE LAW PROHIBITS LIMITATION OF SUCH LIABILITY, TWITCH GURU SHALL LIMIT ITS LIABILITY TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW.

ii. Reference Sites

THESE LIMITATIONS OF LIABILITY ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY YOU BY REASON OF ANY PRODUCTS OR SERVICES SOLD OR PROVIDED ON ANY REFERENCE SITES OR OTHERWISE BY THIRD PARTIES OTHER THAN TWITCH GURU AND RECEIVED THROUGH OR ADVERTISED ON THE TWITCH GURU SERVICES OR RECEIVED THROUGH ANY REFERENCE SITES.

iii. Basis of the Bargain

YOU ACKNOWLEDGE AND AGREE THAT TWITCH GURU HAS OFFERED THE TWITCH GURU SERVICES, USER CONTENT, MATERIALS, AND OTHER CONTENT AND INFORMATION, SET ITS PRICES, AND ENTERED INTO THESE TERMS OF SERVICE IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND TWITCH GURU, AND THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND TWITCH GURU. TWITCH GURU WOULD NOT BE ABLE TO PROVIDE THE TWITCH GURU SERVICES TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

d. Applicable Law and Venue

(i) To the fullest extent permitted by applicable law, you and Twitch Guru agree that if you are a Subscribing Organization or a consumer resident of a jurisdiction other than those in (ii) below, the following governing law and arbitration provision applies:

PLEASE READ THE FOLLOWING CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH TWITCH GURU AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM TWITCH GURU LTD.

You and Twitch Guru agree to arbitrate any dispute arising from these Terms of Service or your use of the Twitch Guru Services, except that you and Twitch Guru are not required to arbitrate any dispute in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents. ARBITRATION PREVENTS YOU FROM SUING IN COURT OR FROM HAVING A JURY TRIAL. You and Twitch Guru Ltd agree that you will notify each other in writing of any dispute within thirty (30) days of when it arises. Notice to Twitch Guru shall be sent to: Twitch Guru Ltd., Unit 6, Crown Yard, Goudhurst, Kent, TN17 2QZ, UNITED KINGDOM

You and Twitch Guru further agree: to attempt informal resolution prior to any demand for arbitration; that any arbitration will occur in the UNITED KINGDOM; that arbitration will be conducted confidentially by a single arbitrator under English Law in the UNITED KINGDOM and have exclusive jurisdiction over any appeals of an arbitration award and over any suit between the parties not subject to arbitration. Other than a suit and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available in court. Any dispute between the parties will be governed by this Agreement and the laws of the United Kingdom of Great Britain and applicable European law, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction. Whether the dispute is heard in arbitration or in court, you and Twitch Guru will not commence against the other a suit, class arbitration, or other representative action or proceeding.

(ii) If you are a resident in any jurisdiction in which the provision in the section above is found to be unenforceable, then any disputes, claims, or causes of action arising out of or in connection with these Terms of Service will be governed by and construed under the laws of your jurisdiction of residence, and shall be resolved by competent civil courts within your jurisdiction of residence.

e. Claims

YOU AND TWITCH GURU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE TWITCH GURU SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

16. Miscellaneous

a. Waiver

If we fail to exercise or enforce any right or provision of these Terms of Service, it will not constitute a waiver of such right or provision. Any waiver of any provision of these Terms of Service will be effective only if in writing and signed by the relevant party.

b. Severability

If any provision of these Terms of Service is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from these Terms of Service to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.

c. Assignment

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Twitch Guru without restriction. Any assignment attempted to be made in violation of this Terms of Service shall be void.

d. Survival

Upon termination of these Terms of Service, any provision which, by its nature or express terms should survive, will survive such termination or expiration, including, but not limited to, Sections 7, 8, 11, 12, and 15-17.

e. Entire Agreement

The Terms of Service, which incorporate the Terms of Sale and the Community Guidelines, is the entire agreement between you and Twitch Guru relating to the subject matter herein and will not be modified except by a writing signed by authorised representatives of both parties, or by a change to these Terms of Service made by Twitch Guru as set forth in Section 6 above.

17. Requests for Information

All requests for information or documents related to potential, anticipated, or current legal proceedings, investigations, or disputes must be made using the appropriate level of legal process, and must be properly served on Twitch Guru. Please find below the UK address:

Unit 6, Crown Yard, Goudhurst, Kent, TN17 2QZ, UNITED KINGDOM

Please note that Twitch Guru does not accept requests for information or documents, or service of process, via e-mail or fax and will not respond to such requests. All requests must include the information you may have that will help us identify the relevant records (particularly, the Twitch Guru Service at issue, e.g., www.twitch.guru, and the username at issue, e.g., the Twitch username: <http://www.twitch.tv/username>), the specific information requested, and its relationship to your investigation. Please also note that limiting your request to the relevant records (e.g., a limited time period) will facilitate efficient processing of your request.

The Twitch Guru Services are offered by Twitch Guru Ltd., located at: Unit 6, Crown Yard, Goudhurst,