

TERMS OF SERVICE

This document (hereinafter referred to as the "Terms", "Terms of Use" or "Agreement") is describing what are your rights and obligations upon registration on this website for participation in tournaments.

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1. General: (A) This Agreement sets forth the terms and conditions that apply to your use of the Services. Without limitation, by using or accessing the Services, you agree to comply with all the terms and conditions hereof. The right to use the Services is personal to you and is not transferable to any other person or entity. You are responsible and liable for protecting the confidentiality of your password(s) and any other form of security used to access this site, if any, and are fully responsible for the use of the Services by any other person you permit to access the Services. Please notify UMG immediately of any unauthorized use of your password and account or any other breach of security. The Services are not directed to children under the age of 13. To register for a user account for the Services, you must be 13 years of age or older. You may not register for a user account for the Services if you are under 13 years of age. For more information please see the Privacy Policy under *POLICIES FOR CHILDREN UNDER THE AGE OF 13*.
2. Changed Terms: UMG may at any time change or modify these terms and conditions applicable to your use of the Services, or any part thereof, or to impose new conditions, including, but not limited to, adding fees and charges for use. Such changes, modifications, additions or deletions will be effective immediately upon notice thereof, which may be given by means including, but not limited to, posting on the Website, or by electronic or conventional mail, or by any other means by which you obtain notice thereof. Any use of the Services by you after such notice will be deemed to constitute your acceptance of such changes, modifications, additions or deletions. If any modification, change, addition or change to these terms and conditions is not acceptable to you, your only recourse is to terminate this Agreement and refrain from using and accessing the Services. UMG may at any time change or discontinue any aspect or feature of the Services, including, but not limited to, content, hours of availability, and equipment needed for access or use.
3. Equipment: You are responsible for obtaining and maintaining all telephone, computer hardware and equipment, software, console and related equipment and other equipment needed for access to and use of the Services and all charges related thereto.
4. About Our Services: (A) As a commitment to our users, we currently provide you with access to a rich collection of online resources through our site or social media, including various communication and social networking tools, online forums, ladders, tournaments, leagues, news, reviews, personalized content and branded programming .. (B) Service Limitations: We do our best to make your experience with the Services a pleasurable one. However, we cannot

always foresee or anticipate technical or other difficulties. These difficulties may result in loss of data, personalization settings or other service interruptions. Therefore, you agree that the Services are provided on an "AS IS" and "AS AVAILABLE" basis. UMG does not assume responsibility for the timeliness, deletion, non-delivery or failure to store any user data, communications or personalization settings. (C) Service Changes and Discontinuation: UMG reserves the right to change or discontinue, temporarily or permanently, the Services at any time without notice. You agree that UMG will not be liable to you or any third party for any modification or discontinuance of the Services. (D) Sometimes when you use the Services, you may (because of, or through your use of the Services) use a service or download a piece of software, or purchase goods, which are provided by another individual or company. Your use of these other services, software or goods may be subject to separate terms between you and such other company or individual. If so, this Agreement does not affect your legal relationship with such other companies or individuals and UMG is not held responsible for any losses through said additional software.

5. Your Conduct: (A) Please update your registration data to keep it current and accurate. (B) Ownership of multiple verified accounts is prohibited on this website. Users found breaching these terms are subject up to their account being suspended pending further review. (C) You shall use the Services for non-commercial, lawful purposes only. Any other use, or commercial use, of the Services requires the prior written approval of UMG. You shall not post or transmit through the Services anything that contains content that:
 - is defamatory, abusive, obscene, profane or offensive;
 - infringes or violates another party's intellectual property rights (such as music, videos, photos or other materials for which you do not have written authority from the owner of such materials to post on the Service);
 - violates any party's right of publicity or right of privacy;
 - is threatening, harassing, online bullying or that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
 - any threat or intended doxing or swatting of any group or individuals, promotes or encourages violence;
 - is inaccurate, false or misleading in any way;
 - is illegal or promotes any illegal activities;
 - promotes illegal or unauthorized copying of another person's copyrighted work or links to them or providing information to circumvent security measures;
 - contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or
 - contains any advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.These categories of prohibited content are merely examples and are not intended to be exhaustive. Any conduct by you that, in UMG's sole discretion, restricts or inhibits any other user from using or enjoying the Services will not be permitted. UMG shall have the right, but not the obligation, to monitor the content of the Services, including chat rooms and forums, to determine compliance with this Agreement and any operating rules established by UMG and to satisfy any law, regulation or authorized government request. UMG will make the sole determinations as to what content is acceptable in its sole discretion. UMG may include, edit or remove any content at any time without notice, in its sole discretion. Without limiting any other rights or remedies of UMG, violations of the foregoing may result in removal of the prohibited communications and/or termination of your access/account bans to the Services. You understand that, when using the Services, you will be exposed to content from a variety of sources, and that UMG is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such content. You further understand and acknowledge that you may be exposed to content that is inaccurate, offensive, indecent, or objectionable. If you do so object, you should not use the Services. UMG does not pre-screen or endorse any member content and is not responsible or liable under any circumstances for such

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information. By providing such information, you consent to UMG submitting such information to Microsoft authentication servers to access and retrieve information associated with such accounts, including trophy, achievement, and video game data. (H) UMG offers its users the opportunity to participate in certain online competitions and tournaments, some of which may have prizes for the winners. If you participate in such online competitions and tournaments, you may be required to sign an Affidavit of Eligibility/Publicity and Liability Release and report as taxable income the value of any such prizes received by you. To collect a prize, you may be required to provide a valid Social Security number or other tax identification number and any other information reasonably requested by UMG. UMG and/or any sponsor who provides a prize may report the value of the prize to federal and/or state taxing authorities. In the case of a tie, the prize will be split among the winners included in the tie. (I) The foregoing provisions of this Section 5 are for the benefit of UMG, UMG affiliated companies and its third-party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.

6. Disclaimer of Warranty; Limitation of Liability: (A) USE OF THE SERVICES IS AT YOUR SOLE RISK. NEITHER UMG, UMG'S AFFILIATED COMPANIES, UMG'S NON-AFFILIATED PARTNERS, NOR ANY OF THEIR RESPECTIVE PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS, SPONSORS OR LICENSORS (COLLECTIVELY THE "UMG PARTIES") WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE, OR MERCHANDISE PROVIDED OR PURCHASED THROUGH THE SERVICES. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED BY YOU THROUGH THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR POTENTIAL DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE ACQUISITION OF SUCH MATERIAL. (B) UMG PROVIDES THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. (C) THIS DISCLAIMER OF LIABILITY AND WARRANTY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORDS, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. YOU SPECIFICALLY ACKNOWLEDGE THAT UMG IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. (D) IN NO EVENT WILL UMG, THE UMG PARTIES, OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THE SERVICES, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION: (I) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS OR ACCURACY OF THE INFORMATION ON THE SERVICES; (II) ANY CHANGES WHICH UMG MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES; (III) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE

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7. Arbitration: Any controversy, claim or dispute arising out of or relating to this Agreement, its breach or claimed breach shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Rules including Emergency Interim Relief Procedure in Fairview Heights, Illinois, except that, to the extent you have in any manner violated or threatened to violate UMG's intellectual property or confidentiality rights, UMG may seek injunctive, monetary or other appropriate relief in any state or federal court in the State of Illinois (and UMG may assert both intellectual property causes of action and other appropriate causes of action in any such action), and you consent to exclusive jurisdiction and venue in such courts. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise. The arbitrator is authorized to grant UMG its reasonable fees and costs (including reasonable attorney's fees) incurred by UMG in any action to enforce these Terms of Use.
8. Advertisements: Some of the Services provided by UMG are supported by advertising revenue and may display advertisements and promotions. In consideration for UMG granting you access to and use of the Services, you agree that UMG may place advertising on the Services. You further agree that the manner, mode and extent of advertising by UMG on the Services are subject to change without specific notice to you.
9. Indemnification: You agree to defend, indemnify and hold harmless UMG and the UMG Parties from and against all claims and expenses, including attorneys' fees, resulting from (i) any breach of this Agreement or your negligent and wrongful conduct; (ii) your use and access of the Services, including the posting of any content on this Website by you; and (iii) a violation by you of any applicable law.
10. Termination: You may unsubscribe at any time by emailing Support@gears.gg This will allow UMG to ensure that you are the owner of the account. . You agree that UMG may, without prior notice, immediately terminate, limit your access to, or suspend any of your passwords or accounts. Cause for such termination, limitation or suspension may include, but is not limited

to: (A) you have breached any provision of the Agreement(or have acted in a manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Agreement); (B) requests by law enforcement or other government agencies; (C) the partner with whom UMG offered the Services to you has terminated its relationship with UMG or ceased to offer the Service to you; (D) discontinuance or material modification to the UMG services (or any part thereof); (E) unexpected technical or security issues or problems; (F) engagement by you in fraudulent or illegal activity; and/or (G) UMG is transitioning to no longer providing the Services to users in the country in which you are a resident or from which you use the Services. Terminated accounts cannot be recovered, users desiring to continue using UMG services will be required to set-up a new account and agree to the Terms of Services at that time. Sections 4, 5, 6, 7, 8,9 10, 12, 13, 14, 15, 16, 17 and this Section 10 will survive termination of this Agreement.

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resources, or because of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such websites or resources.

14. Miscellaneous: This Agreement (which hereby incorporates by reference any other provisions applicable to use of the Services , including, but not limited to, any supplemental terms governing the use of certain specific material contained on the Website and any operating rules for the Services established by UMG) constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the parties with respect to such subject matter. The provisions of this Agreement will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if any provision of the Agreement, for any reason, is declared to be unenforceable, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties. This Agreement shall be construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws rules. Notwithstanding this, you agree that UMG may still apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction. The failure by UMG to partially or fully exercise any rights or the waiver of any breach of this Agreement by you, shall not prevent a subsequent exercise of such right by us or be deemed a waiver by UMG of any subsequent breach by you of the same or any other term of this Agreement. UMG's rights and remedies under this Agreement shall be cumulative, and the exercise of any such right or remedy shall not limit UMG's right to exercise any other right or remedy. The section headings used herein are for convenience only and shall not be given any legal import.
15. Privacy Policy: UMG knows that the privacy of your personal information is important to you. For more information about UMG's data protection practices, please read our Privacy Policy, which is incorporated by reference in this Agreement. The Privacy Policy explains how UMG treats your personal information, and protects your privacy, when you use the Services. By accessing or using the Services, you agree to the use of your information in accordance with UMG's Privacy Policy.
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To accept the TOS the user must be able to accept by clicking a button. This needs to be set at each login as a disclaimer that by logging in they are explicitly accepting the Terms of Service/Use Policy

Support@gears.gg. Questions: Should you have any questions regarding this Agreement you may contact us through e-mail online@umggaming.com or in writing at 140 Market Place, Suite 1, Fairview Heights, IL 62208.

Effective Date: This Agreement was last updated on August 12, 2020

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