

IT Checklist

Fortnite *Fortnite can be played on PC, console, or mobile devices*

Minimum Required Computer Specifications

If Mac

- OS: OSX Sierra or newer
- Processor: i3 2.4 Ghz
- Memory: 4 GB RAM
- Video Memory: 2 GB VRAM
- Video Card: NVIDIA GeForce GTX 660 or AMD Radeon HD 7870 or equivalent DX11 GPU
- Storage: 16 GB available disk space
- Must support Metal API

Software Requirements

- Install Epic Games Launcher and Fortnite game client
- Peripheral drivers
- Game updates and patching policies
- Recommended: communications client (Discord, Teamspeak, Twitch, etc.)

Peripherals

- Mouse
- Keyboard
- Headset with microphone

If Windows

- OS: Windows 7/8/10 64-bit
- Processor: Core i5-7300U 3.5 GHz
- Memory: 4 GB RAM
- Video Memory: 2 GB VRAM
- Video Card: NVIDIA GeForce GTX 660 or AMD Radeon HD 7870 or equivalent DX11 GPU
- Storage: 16 GB available disk space

Network Requirements

- 100MB network connection required
- 1GB network connection recommended
- 8 Mbps Down / 4 Mbps Up available bandwidth per player
- Whitelist game specific public IP and ports in Internet filter/firewall
- Provide school's public IP addresses during onboarding process (These will be used by game developers to tag/allow high volume esports specific traffic from high schools.)

Please note: *These specifications are the bare minimum requirements to run games. If your school is considering purchasing new computers, please reach out to us for recommended specifications that will allow your school to support more demanding games.*

Whitelist

Fortnite

Ref. A: Please have your IT manager whitelist all of the following game specific IP and ports.

Outbound Ports: 80, 433, 443, 3478, 3479, 5060, 5062, 5222, 5223, 5269, 6250, and 12000-65000

Fortnite

| | | |
|----|--|---|
| IP | | *epicgames-download1.akamaized.net* |
| IP | | *download.epicgames.com* |
| IP | | *download2.epicgames.com* |
| IP | | *download3.epicgames.com* |
| IP | | *download4.epicgames.com* |
| IP | | *epicgames.com* |
| IP | | *cdn1.unrealengine.com* |
| IP | | *cdn2.unrealengine.com* |
| IP | | *static-assets-prod.epicgames.com* |
| IP | | *graphql.epicgames.com* |
| IP | | *account-public-service-prod03.ol.epicgames.com* |
| IP | | *catalog-public-service-prod06.ol.epicgames.com* |
| IP | | *coderedemption-public-service-prod.ol.epicgames.com* |
| IP | | *datarouter.ol.epicgames.com* |
| IP | | *datastorage-public-service-liveeos.ol.epicgames.com* |
| IP | | *ecommerceintegration-public-service-ecomprod02.ol.epicgames.com* |
| IP | | *entitlement-public-service-prod08.ol.epicgames.com* |
| IP | | *eulatracking-public-service-prod06.ol.epicgames.com* |
| IP | | *friends-public-service-prod06.ol.epicgames.com* |
| IP | | *fulfillment-public-service-prod06.ol.epicgames.com* |
| IP | | *launcher-public-service-prod06.ol.epicgames.com* |

| | | |
|----|--|--|
| IP | | *launcher-website-prod07.ol.epicgames.com/* |
| IP | | *launcherwaitingroom-public-service-prod06.ol.epicgames.com* |
| IP | | *library-service.live.use1a.on.epicgames.com* |
| IP | | *lightswitch-public-service-prod06.ol.epicgames.com* |
| IP | | *notifications-service-prod06.ol.epicgames.com:443* |
| IP | | *orderprocessor-public-service-ecomprod01.ol.epicgames.com* |
| IP | | *persona-public-service-prod06.ol.epicgames.com* |
| IP | | *priceengine-public-service-ecomprod01.ol.epicgames.com* |
| IP | | *xmpp-service-prod.ol.epicgames.com* |

PlayVS

| | | |
|-----|---------|----------------------|
| TCP | 80, 443 | *playvs.com* |
| IP | | *playvs.zendesk.com* |

IT Checklist

League of Legends

Minimum Required Computer Specifications

If Mac

- OS: OS X 10.8.5 or newer
- Processor: 2 GHz
(supporting SSE2 instruction set or higher)
- Memory: 2 GB RAM
(4GB is strongly recommended)
- Graphics: NVIDIA GeForce 8600M GT /
ATI Radeon HD 2600 or better, screen
resolutions up to 1920x1200
- Storage: 20 GB available disk space

Software Requirements

- Install League of Legends
- Peripheral drivers
- Game updates and patching policies
- Recommended: communications
client (Discord, Teamspeak, Twitch,
etc.)

Peripherals

- Mouse
- Keyboard
- Headset with microphone

If Windows

- OS: Windows 7 or newer
- Processor: 2 GHz
(supporting SSE2 instruction set or higher)
- Memory: 1 GB RAM
(2 GB of RAM for Windows Vista and newer)
- Graphics: Shader version 2.0 capable
video card, screen resolutions up to
1920x1200
- Storage: 20 GB available disk space
- Support for DirectX v9.0c or better

Network Requirements

- 100MB network connection required
- 1GB network connection
recommended
- 8 Mbps Down / 2 Mbps Up available
bandwidth per player
- Whitelist game specific public IP and
ports in Internet filter/firewall
- Provide school's public IP addresses
during onboarding process (These
will be used by game developers to
tag/allow high volume esports
specific traffic from high schools.)

Please note: These specifications are the bare minimum requirements to run games. If your school is considering purchasing new computers, please reach out to us for recommended specifications that will allow your school to support more demanding games.

Whitelist

League of Legends

Ref. A: Please have your IT manager whitelist all of the following game specific IP and ports.

League of Legends

| | | |
|-----|-----------|--|
| TCP | 2099 | *prod.na2.lol.riotgames.com* |
| TCP | 5222-5223 | *chat.na2.lol.riotgames.com* |
| UDP | 5100-5400 | 192.64.170.0/24, 192.64.171.0/24, 192.64.172.0/24, 192.64.173.0/24, 192.64.174.0/24 |
| TCP | 8088 | *spectator.na2.lol.riotgames.com* |
| UDP | 8088 | *spectator.na2.lol.riotgames.com* |
| TCP | 443 | *auth.riotgames.com* |
| TCP | 443 | *lq.na2.lol.riotgames.com* |
| TCP | 443 | *l3cdn.riotgames.com* |
| TCP | 443 | *prod.config.patcher.riotgames.com* |
| TCP | 443 | *us.edge.rms.si.riotgames.com* |
| TCP | 443 | *ekg.riotgames.com* |
| TCP | 443 | *acs.leagueoflegends.com* |
| TCP | 443 | *entitlements.auth.riotgames.com* |
| TCP | 80, 443 | *clubs.leagueoflegends.com* |
| TCP | 80, 443 | *frontpage.na.leagueoflegends.com* |
| TCP | 80, 443 | *lolstatic-a.akamaihd.net* |
| TCP | 80, 443 | *oembed.leagueoflegends.com* |
| TCP | 80, 443 | *am-a.akamaihd.net* |
| TCP | 80, 443 | *lol.secure.dyn.riotcdn.net* |
| TCP | 80, 443 | *prod02.kaxsdc.com* |
| TCP | 80, 443 | *riotcdn.com* |
| TCP | 80, 443 | *leagueoflegends.com* |

| | | |
|-----|-----|--|
| TCP | 443 | *matchhistory.na.leagueoflegends.com* |
| TCP | 443 | *plstore.na2.lol.riotgames.com* |
| TCP | 443 | *status.leagueoflegends.com* |
| TCP | 443 | *store.na2.lol.riotgames.com* |
| TCP | 443 | *lolstore-a.akamaihd.net* |
| TCP | 443 | *lolesports.com* |
| TCP | 443 | *riotgamespatcher-a.akamaihd.net* |
| TCP | 443 | *cds.s4a8x2q3.hwcdn.net* |
| TCP | 443 | *contenttargeting.leagueoflegends.com* |
| TCP | 443 | *.rpg.riotgames.com* |
| TCP | 443 | *.riotcdn.net* *.riotcdn.net* |
| IP | | *playerpreferences.riotgames.com* |
| IP | | *riotp0use1.vivox.com* |

Riot

| | | |
|-----|---------|------------|
| TCP | 80, 443 | *riot.com* |
|-----|---------|------------|

PlayVS

| | | |
|-----|---------|----------------------|
| TCP | 80, 443 | *playvs.com* |
| IP | | *playvs.zendesk.com* |

IT Checklist

Rocket League

Minimum Required Computer Specifications

If Mac*

- OS: OS X 10.8.5 or newer
- Processor: 2.4 GHz
(supporting SSE2 instruction set or higher)
- Memory: 8 GB RAM
- Graphics: NVIDIA GTX 260 or ATI 4850 or better, screen resolutions up to 1920x1200
- Storage: 7 GB available disk space
**No longer supported after March 2020.*

Software Requirements

- Install Steam and Rocket League
- Peripheral drivers
- Game updates and patching policies
- Recommended: communications client (Discord, Teamspeak, Twitch, etc.)

Peripherals

- Mouse
- Keyboard
- Headset with microphone
- Controller (not required)

If Windows

- OS: Windows 7 or newer
- Processor: 2.4 GHz
(supporting SSE2 instruction set or higher)
- Memory: 2 GB RAM
- Graphics: NVIDIA GTX 260 or ATI 4850 or better, screen resolutions up to 1920x1200
- Storage: 7 GB available disk space

Network Requirements

- 100MB network connection required
- 1GB network connection recommended
- 8 Mbps Down / 2 Mbps Up available bandwidth per player
- Whitelist game specific public IP and ports in Internet filter/firewall
- Provide school's public IP addresses during onboarding process (These will be used by game developers to tag/allow high volume esports specific traffic from high schools.)

Please note: These specifications are the bare minimum requirements to run games. If your school is considering purchasing new computers, please reach out to us for recommended specifications that will allow your school to support more demanding games.

Whitelist

Rocket League

Ref. A: Please have your IT manager whitelist all of the following game specific IP and ports.

Rocket League

| | | |
|----------|-----------|--------------------------|
| TCP, UDP | 7000-9000 | *rocketleague.com* |
| TCP | 80 | *rocketleague.com* |
| TCP | 443 | *rocketleague.com* |
| IP | | *psyonix-rl.appspot.com* |
| IP | | *rl-cdn.psyonix.com* |
| IP | | *psyonix.com* |
| IP | | *datahound.com* |
| IP | | *c.evidon.com* |
| IP | | *Psy.net* |
| IP | | *rl-cdn.psyonix.com* |
| IP | | *Config.psynet.gg* |
| IP | | *rl-psy.net* |

PlayVS

| | | |
|-----|---------|----------------------|
| TCP | 80, 443 | *playvs.com* |
| IP | | *playvs.zendesk.com* |

IT Checklist

SMITE

Minimum Required Computer Specifications

If Mac

- OS: Not supported

Software Requirements

- Install SMITE
- Peripheral drivers
- Game updates and patching policies
- Recommended: communications client (Discord, Teamspeak, Twitch, etc.)

Peripherals

- Mouse
- Keyboard
- Headset with microphone
- Controller (not required)

If Windows

- OS: Windows 7 or newer
- Processor: 2.4 GHz
(supporting SSE2 instruction set or higher)
- Memory: 4 GB RAM
- Graphics: NVIDIA GTX 8800 GT or better, screen resolutions up to 1920x1200
- Storage: 30 GB available disk space

Network Requirements

- 100MB network connection required
- 1GB network connection recommended
- 8 Mbps Down / 2 Mbps Up available bandwidth per player
- Whitelist game specific public IP and ports in Internet filter/firewall
- Provide school's public IP addresses during onboarding process (These will be used by game developers to tag/allow high volume esports specific traffic from high schools.)

Please note: *These specifications are the bare minimum requirements to run games. If your school is considering purchasing new computers, please reach out to us for recommended specifications that will allow your school to support more demanding games.*

Whitelist

Steam

Ref. A: Please have your IT manager whitelist all of the following game specific IP and ports.

To log into Steam and download content:

HTTP (TCP port 80) and HTTPS (443)

UDP 27015 through 27030

TCP 27015 through 27030

Steam Client

UDP 27000 to 27015 inclusive (Game client traffic)

UDP 27015 to 27030 inclusive (Typically Matchmaking and HLTV)

UDP 27031 and 27036 (incoming, for In-Home Streaming)

TCP 27036 and 27037 (incoming, for In-Home Streaming)

UDP 4380

Dedicated or Listen Servers

TCP 27015 (SRCDS Rcon port)

Steamworks P2P Networking and Steam Voice Chat (not required)

UDP 3478 (Outbound)

UDP 4379 (Outbound)

UDP 4380 (Outbound)

Advanced

For generic Steam HTTP/HTTPS requests, your firewall should allow the following domains:

- Steampowered.com
- Steamcommunity.com
- Steamgames.com
- Steamusercontent.com
- Steamcontent.com
- Steamstatic.com
- Akamaihd.net

| | | |
|------|----------------------------------|-------------------|
| IPV4 | 45.121.184.0/23 | Valve Corporation |
| IPV4 | 45.121.186.0/23 | Valve Corporation |
| IPV4 | 103.10.124.0/24 | Valve Corporation |
| IPV4 | 103.10.125.0/24 | Valve Corporation |
| IPV4 | 103.28.54.0/23 | Valve Corporation |
| IPV4 | 146.66.152.0/23 | Valve Corporation |
| IPV4 | 146.66.154.0/24 | Valve Corporation |
| IPV4 | 146.66.155.0/24 | Valve Corporation |
| IPV4 | 146.66.156.0/23 | Valve Corporation |
| IPV4 | 146.66.158.0/23 | Valve Corporation |
| IPV4 | 153.254.86.0/24 | |
| IPV4 | 155.133.224.0/23 | Valve Corporation |
| IPV4 | 155.133.227.0/24 | Valve Corporation |
| IPV4 | 155.133.228.0/23 | Valve Corporation |
| IPV4 | 155.133.230.0/23 | Valve Corporation |
| IPV4 | 155.133.232.0/24 | Valve Corporation |
| IPV4 | 155.133.233.0/24 | Valve Corporation |
| IPV4 | 155.133.234.0/24 | Valve Corporation |
| IPV4 | 155.133.235.0/24 | Valve Corporation |
| IPV4 | 155.133.236.0/23 | Valve Corporation |

| | | |
|------|----------------------------------|-------------------------------|
| IPv4 | 155.133.238.0/24 | Valve Corporation |
| IPv4 | 155.133.239.0/24 | Valve Corporation |
| IPv4 | 155.133.240.0/23 | Valve Corporation |
| IPv4 | 155.133.242.0/23 | Valve Corporation |
| IPv4 | 155.133.244.0/24 | Valve Corporation |
| IPv4 | 155.133.245.0/24 | Valve Corporation |
| IPv4 | 155.133.246.0/23 | Valve Corporation |
| IPv4 | 155.133.248.0/24 | Valve Corporation |
| IPv4 | 155.133.249.0/24 | Valve Corporation |
| IPv4 | 155.133.250.0/24 | Valve Corporation |
| IPv4 | 155.133.252.0/24 | Valve Corporation |
| IPv4 | 155.133.253.0/24 | Valve Corporation |
| IPv4 | 155.133.254.0/24 | Valve Corporation |
| IPv4 | 155.133.255.0/24 | Valve Corporation |
| IPv4 | 162.254.192.0/24 | Valve Corporation |
| IPv4 | 162.254.193.0/24 | Valve Corporation |
| IPv4 | 162.254.194.0/23 | Valve Corporation |
| IPv4 | 162.254.196.0/24 | Valve Corporation |
| IPv4 | 162.254.197.0/24 | Valve Corporation |
| IPv4 | 162.254.198.0/24 | Valve Corporation |
| IPv4 | 162.254.199.0/24 | Valve Corporation |
| IPv4 | 185.25.180.0/23 | Valve Corporation |
| IPv4 | 185.25.182.0/24 | Valve Corporation |
| IPv4 | 185.25.183.0/24 | Valve Corporation |
| IPv4 | 190.216.121.0/24 | Valve Corporation |
| IPv4 | 190.217.33.0/24 | Valve Corporation |
| IPv4 | 192.69.96.0/23 | Valve Corporation |
| IPv4 | 205.185.194.0/24 | Valve Corporation (C04780190) |
| IPv4 | 205.196.6.0/24 | Valve Corporation |
| IPv4 | 208.64.200.0/24 | Valve Corporation |

| | | |
|------|---------------------------------|--------------------------|
| IPV4 | 208.64.201.0/24 | Valve Corporation |
| IPV4 | 208.64.202.0/24 | Valve Corporation |
| IPV4 | 208.64.203.0/24 | Valve Corporation |
| IPV4 | 208.78.164.0/23 | Valve Corporation |
| IPV4 | 208.78.166.0/24 | Valve Corporation |
| IPV4 | 208.78.167.0/24 | Valve Corporation |
| | | noreply@steampowered.com |

PlayVS

| | | |
|-----|---------|----------------------|
| TCP | 80, 443 | *playvs.com* |
| IP | | *playvs.zendesk.com* |

Whitelist

SMITE

Ref. A: Please have your IT manager whitelist all of the following game specific IP and ports.

SMITE

| | | |
|-----|------------|--------------------|
| UDP | 9002-9999 | *smitegame.com* |
| TCP | 9000, 9001 | *hirezstudios.com* |
| IP | | *hirez.net* |
| IP | | *hi-rezgame.net* |

PlayVS

| | | |
|-----|---------|----------------------|
| TCP | 80, 443 | *playvs.com* |
| IP | | *playvs.zendesk.com* |

Privacy Policy

PlayVS takes your privacy very seriously. This privacy policy was last modified on October 22nd, 2019.
OCT 22, 2019

Copied!

<https://www.playv>

At Play Versus, Inc (“**PlayVS**,” “**we**,” “**us**,” “**our**”), we know you care about how your personal information is used and shared, and we take protecting the privacy of our users very seriously. This Privacy Policy explains how your personal information is collected, used and disclosed by Play Versus when you visit or use our website, www.playvs.com (our “**Website**”), and our related software and online or mobile services provided on or in connection with our Website (collectively, our “**Service**”). By accessing or using our Service, you signify that you have read, understood and agree to our collection, storage, use and disclosure of your personal information as described in this Privacy Policy and our [Terms of Use](#). Please take a moment to familiarize yourself with our privacy practices and let us know if you have any questions.

All capitalized terms that are not defined in this Privacy Policy shall have the meaning given to them in the [Terms of Use](#).

A note about Student Data: PlayVS is the official high school esports league, used by schools, school districts and athletic associations (collectively referred to as “**Schools**”) to offer competitive esports activities to students (“**Students**”). We take our commitment to student privacy very seriously. Please see Section 6 to understand the principles that guide our collection, use and disclosure of Student Data.

1. PERSONAL INFORMATION WE COLLECT

Information you provide to us and information we receive about you from others

We may collect personal information when you when you create a registered user account, sign up for our mailing list, purchase or register a product, or otherwise communicate with us. The personal information we collect during registration may depend on your account type and whether you are a School representative, parent or coach, but could include: name, phone number, email address, mailing address, school (name, city, state) and payment information. We may also collect such information when you contact us in person (for example, at camps, competitions, conferences, workshops, seminars and other events), via telephone, facsimile or email.

In addition, we collect the following types of information:

Information about Schools: We ask for certain information when a School representative registers a School with PlayVS, or if the representative corresponds with us online, including a name, school name, school district, school email address, role at school, phone number, and relevant IT and equipment information required for students to participate on campus. School representatives and coaches may also provide information about students, such as a team roster. We may also collect information provided by a School if the School sends us a message, posts content to our website or through our Service, or responds to emails or surveys. Once a School begins using the PlayVS Service, we will collect content and information provided by the School through the School’s use of the Service and we will keep records of activities related to the Service.

Information about Students: We collect information about student athletes from the School or from the student directly, including name, email address, school (name, city, state), and may collect additional information associated with the student’s Athlete Profile, including the athlete player name, parent/guardian information (name, relation, e-mail and phone), graduation year, photo or avatar, and esports position. We may receive this information directly from you or it may be provided by your school or Coach to register for the team. Personal information collected from or about students, along with

student-generated information and other information associated with that personal information, is referred to as “**Student Data**.” Please refer to Section 6 to learn more about how we use and protect Student Data.

Data collected through the use of the Service: We collect information about how you use the Service, your actions on the Service, and any content you post to the Service (“**User Content**”), as well as information about a player or team record, for example, gameplay statistics, personal or team awards and highlights featuring the team or athlete.

Information we receive from third parties: We may receive personal information about you from third parties and combine that with the information we collect through the Service. For example, we receive information about your activities on third party games you access through the Service. We may also receive information from any third-party services that you link to the Service.

We use this information to operate, maintain, and provide the features and functionality of the Service, as well as to communicate directly with you, such as to send you email messages and push notifications, and permit you to communicate with others on the Service or invite others to join the Service. We may also send you Service-related emails or messages (e.g., account verification, change or updates to features of the Service, technical and security notices). For more information about your communication preferences, see “**Your Data Rights and Choices**” below.

Usage and Device Information

To provide a personalized and high-quality experience for our users, we may use various technologies that automatically record certain technical information from your browser or device when you visit our website, read our emails, use our Service or otherwise engage with us. This information is typically collected through a variety of tracking technologies, including cookies, web beacons, file information and similar technology (collectively, “**tracking technologies**”). These tracking technologies collect information about how you use the Service (e.g., the pages you view, the links you click, emails you open, and other actions you take on the Service), information about your browser and online usage patterns (e.g., Internet Protocol (“IP”) address, browser type, browser language, referring / exit pages and URLs, pages viewed, whether you opened an email, links clicked), and information about the device(s) you use to access the Service (e.g., mobile device identifier, mobile carrier, device type, model and manufacturer, mobile device operating system brand and model, and whether you access the Service from multiple devices). We may be able to determine your approximate location by analyzing other information, like an IP address to associate a user with their School. We may also collect analytics data, or use third-party analytics tools such as Google Analytics to help us measure traffic and usage trends for the Service. You can learn more about Google’s practices at <http://www.google.com/policies/privacy/partners>, and view its currently available opt-out options at <https://tools.google.com/dlpage/gaoptout>. Although we do our best to honor the privacy preferences of our visitors, we are not able to respond to Do Not Track signals from your browser at this time.

We use or may use the data collected through tracking technologies to secure the Service, improve the Service, to save you time, to provide better technical support, and to track website usage. For example, tracking technologies help us to: (a) remember information so that a user will not have to re-enter it during subsequent visits; (b) provide custom, personalized content and information; (c) to identify you across multiple devices; (d) to provide and monitor the effectiveness of our Service; (e) monitor aggregate metrics such as total number of visitors, traffic, and usage on our website and our Service; (f) diagnose or fix technology problems; (g) help users efficiently access information after signing in, and (h) otherwise to plan for and enhance our Service.

If you would prefer not to accept cookies, most browsers will allow you to: (i) change your browser settings to notify you when you receive a cookie, which lets you choose whether or not to accept it; (ii) disable existing cookies; or (iii) set your browser to automatically reject cookies. Please note that doing so

may negatively impact your experience using the Service, as some features and services on our Service may not work properly. Depending on your mobile device and operating system, you may not be able to delete or block all cookies. You may also set your email options to prevent the automatic downloading of images that may contain technologies that would allow us to know whether you have accessed our email and performed certain functions with it.

We and our third-party partners may also use cookies and tracking technologies for advertising purposes. For more information about tracking technologies, please see “Third-party tracking and online advertising” below.

2. SHARING OF YOUR INFORMATION

PlayVS takes great care to protect the information you provide us. We do not rent or sell personal information that we collect from users with third parties for marketing purposes without your consent.

PlayVS will disclose your personal information when you post content which is visible to others on the Service, when you consent or instruct us to share your information with third parties, or when we have a legitimate business or legal need to share your information. We may also disclose anonymous or aggregate information that does not reasonably identify you as an individual. For example, your information may be shared with:

The public (when Student Data contained in Competition Data is visible to others on the Service by default). Like any high school sports league, some information about student athletes and competition results is posted on the Service and may be visible to other users, website visitors and the public (“**Competition Data**”). Competition Data includes certain personal information from the student’s Athlete Profile, including athlete player name, full name, graduation year, school (name, city, state), photo or avatar, , and esports position, as well as athlete player statistics and gameplay highlights, which will be available publicly on the Service by default when you participate in the Service. Email addresses, parent or guardian information (name, relation, email and phone), payment details, and birth date are not Competition Data and are not available to the general public.

Other authorized users or organizations associated with the player’s use of the Service. We disclose personal information between and among other users of the Service associated with the School or team, such as coaches, team administrators and school representatives, and the school, school district or state association associated with the School or team’s use of the Service. These users will be able to view your entire Athlete Profile, including email and, if available, home address, phone number and parent/guardian information.

Third parties game providers authorized by the School or Coach. Play Versus facilitates gameplay through third party game providers. When a School elects to participate in a game provided by a third party game provider, we share the student athlete’s player name or player ID with that third party game provider to facilitate gameplay on the third party service. These third party game providers use your information according to their own privacy policy and practices, which may differ from the practices described in this Play Versus privacy policy. For example, the third party game provider may combine the player name shared by Play Versus with information it collects from the student directly, such as if the student has used the same email address to create a personal account on the game provider’s service. Schools and team coaches should review the privacy policy of any third party game provider or service to understand their privacy practices before you participate in any third party game through the Service.

Third Party Partners and Sponsors. From time to time, we may provide our corporate partners and official sponsors information about coaches and adult users, such as a school name, coach name and coach email address. Our sponsors may use this information to offer deals, discounts and other promotional content to schools and coaches.

Third parties with your consent or according to your instructions. You may provide consent or authorization to share your personal information with third party applications or services in several ways, depending on the functionality available now and in the future through the Play Versus Service. Please note that these third parties are not governed by PlayVS or the terms of this Privacy Policy. We recommend you review the privacy policy of any third party application or service before authorizing access to your PlayVS account information. For example, you may authorize Play Versus to share your information with:

- Special programs you participate in. If you participate in special programs where PlayVS partners with third parties, PlayVS may share data collected from or about you with its third party partners to facilitate the program or services being offered.
- Others with your consent. In some instances, you may be able to grant us permission to share your information with third-party partners, recruiters, not-for-profit organizations, and other entities that are not affiliated with PlayVS. In these cases, we will only provide to these third parties the information you have authorized or asked us to share to these third parties. You may also choose to share content with others by email, or by posting PlayVS content to social media sites such as Facebook or Twitter. These third parties may use your information as described in their own privacy policies. To control the information that you share, you can adjust your social network settings or disconnect your social network account from your PlayVS account.

We may also share information for the following business purposes:

- Third-party vendors and other service providers that perform services on our behalf, as needed to carry out their work for us, which may include providing mailing services, providing payment or accounting services, web hosting, or providing analytic services.
- Other parties in connection with a company transaction, such as a merger, sale of company assets or shares, reorganization, financing, change of control or acquisition of all or a portion of our business by another company or third party, or in the event of a bankruptcy or related or similar proceedings. If we sell, divest or transfer our business, we will require the new owner to continue to honor the terms provided in this Privacy Policy or we will provide the School with notice and an opportunity to opt-out of the transfer of Student Data by deleting the Student Data before the transfer occurs.
- Third parties as required by law or subpoena or if we reasonably believe that such action is necessary to (a) comply with the law and the reasonable requests of law enforcement; (b) to enforce our [Terms of Use](#) or to protect the security or integrity of our Service; and/or (c) to exercise or protect the rights, property, or personal safety of Play Versus, our users, visitors, or others.

We may also share information with others in an aggregated or otherwise anonymized form that does not reasonably identify you directly as an individual. For example, we may use and share aggregate or anonymized data to study and improve our Service, user functionality and product offerings.

3. THIRD PARTY TRACKING AND ONLINE ADVERTISING

Play Versus may participate in interest-based advertising and use third party advertising partners to collect information from visitors to the Service for the purpose of displaying interest-based advertisements on other websites, apps or services, social networks, or on other devices you may use. Typically, though not always, these third party ad networks use cookies and tracking technologies to recognize your browser or device and to collect information about your visit to our Service to provide you customized content, advertising and commercial messages which may be more relevant to your interests, as well as to provide advertising-related services such as reporting, attribution, analytics and market research.

Please note that we will our best efforts and take multiple steps to avoid the use of Student Data for targeted advertising purposes, for example, by inhibiting these third party advertising networks from

collecting information for targeted advertising purposes when a student athlete logs into the Service. Additionally, we do not knowingly direct targeted advertising to individuals we know to be Students on our Service or on any other website or online service.

To learn about interest-based advertising and how you may be able to opt-out of some of this advertising, you may wish to visit the Network Advertising Initiative's online resources, at <http://www.networkadvertising.org/choices>, and/or the DAA's resources at www.aboutads.info/choices. You may also be able to limit interest-based advertising through the settings on your mobile device by selecting "limit ad tracking" (iOS) or "opt-out of interest-based ads" (Android). You may also be able to opt-out of some – but not all – interest-based ads served by mobile ad networks by visiting <http://youradchoices.com/appchoices> and downloading the mobile AppChoices app.

Please note that opting-out of receiving interest-based advertising through the NAI's and DAA's online resources will only opt-out a user from receiving interest-based ads on that specific browser or device, but the user may still receive interest-based ads on his or her other devices. You must perform the opt-out on each browser or device you use.

4. HOW WE STORE AND PROTECT OUR INFORMATION

Storage and processing: Your information collected through our Service may be stored and processed in the United States or any other country in which Play Versus or its affiliates or service providers maintain facilities. If you are located in the European Union or other regions with laws governing data collection and use that may differ from U.S. law, please note that we may transfer information, including personal information, to a country and jurisdiction that does not have the same data protection laws as your jurisdiction.

Keeping information safe: We care about the security of your information and employ physical, administrative, and technological safeguards designed to preserve the integrity and security of all information collected and maintained by our Service. Access to information is limited to those employees who require it to perform their job functions. We use industry-standard Secure Socket Layer (SSL) encryption technology to safeguard the account registration process and sign-up information. Other security safeguards include but are not limited to data encryption, firewalls, and physical access controls to building and files. However, no security system is impenetrable and we cannot guarantee the security of our systems 100%. In the event that any information under our control is compromised as a result of a breach of security, we will take reasonable steps to investigate the situation and, where appropriate, notify those individuals whose information may have been compromised and take other steps, in accordance with any applicable laws and regulations.

5. YOUR DATA RIGHTS AND CHOICES

Account information and settings: You may update your account information by editing your profile or signing into the account settings.

Control email communications: You can opt-out of receiving promotional emails from us by clicking the "unsubscribe" feature at the bottom of each email. Unfortunately, you cannot unsubscribe from Service-related messaging.

Modifying or deleting your information: If you have any questions about reviewing, modifying, or deleting your information, or if you want to remove your name or comments from our website or publicly displayed content, you can contact us directly at privacy@playvs.com. We may not be able to modify or delete your information in all circumstances. For instance, we may not be able to delete Competition Data but we may be able to anonymize certain Competition Data upon request.

If you have any questions or requests about your account information, contact us directly at privacy@playvs.com.

6. HOW DOES PLAY VERSUS PROTECT STUDENT DATA AND COMPLY WITH LAWS?

Through the course of providing the Service, Play Versus collects information about student athletes who use the Service to compete in esports. Personal information collected from or about students, along with other information associated with that personal information, is “**Student Data**.” The Student Data we collect can include name, email address, school (name, city, state), and may collect additional information associated with the Student athlete profile, including the athlete player name, parent/guardian information (name, relation, e-mail and phone), graduation year, photo or avatar, and esports position. Please note that students have the ability to save or maintain control over information associated with the student’s account by establishing or converting the account to a personal account on the Service or by transferring, sharing, or linking such information to a personal account. Information associated with a student’s personal account will not be considered “Student Data.”

This Section describes our practices with regard to Student Data. Please note that third party game providers that Schools may engage with through the Service may have practices and policies that differ from those described herein. The Student Data we disclose to the game provider (e.g. the player name or player ID), as well as any other personal information the game provider collects from the School or its students directly, will be governed by the game provider’s own privacy policy and the terms of any other agreement between the game provider and the School. Please read the Privacy Policy of any third party game provider to understand their privacy practices before you participate in a third party game.

Student Data privacy principles. We are committed to the following principles to protect Student Data:

- We collect, maintain, use and share Student Data only to provide and support the Service as described in our Privacy Policy, to maintain, develop, support or improve our websites, services and applications, and as otherwise permitted by our agreements or with the consent of the parent, guardian, student or School.
- We do not use or disclose Student Data for targeted advertising purposes. While we do permit third party advertising partners to operate on our Service for the purpose of retargeting, analytics and attribution services, we take steps to disable third party ad networks from collecting information for targeted advertising purposes when a student user logs into an account on the Service.
- We do not build a personal profile of a student other than in furtherance of the School’s use of the Service (for example, athlete profiles and player history are created and displayed as part of the esports competition statistics and history), or as authorized by a student or parent, for example, if a student transfers information to a personal account.
- We maintain a comprehensive data security program designed to protect the types of Student Data maintained by the Service.
- We will clearly and transparently disclose our data policies and practices to our users.
- We will never sell Student Data unless the sale is part of a corporate transaction, such as a merger, acquisition, bankruptcy, or other sale of assets, in which case we will require the new owner to continue to honor the terms provided in this Privacy Policy or we will provide the School with notice and an opportunity to opt-out of the transfer of Student Data by deleting the Student Data before the transfer occurs.
- We will not make any material changes to our Privacy Policy or contractual agreements that relate to the collection or use of Student Data without first giving notice to the School and providing a choice before the Student Data are used in a materially different manner than was disclosed when the information was collected.

How we use and disclose Student Data. We use and disclose Student Data as described in our Privacy Policy under the section “Sharing of Your Information.”

PLEASE NOTE: Competition Data, which may contain Student Data, is disclosed to the public by default. Like any high school sports league, some information about student athletes and competition results is posted on the Service and may be visible to other users, website visitors and others (“**Competition Data**”). Competition Data includes certain personal information provided by the student in the athlete profile, including: student athlete player name, full name, graduation year, school (name, city, state), photo and/or avatar, and esports position, as well as athlete player statistics and gameplay highlights. Email addresses, phone number, parent or guardian information (name, relation, email and phone), payment details, and birth date are not Competition Data and are not available to the general public.

Many Schools consider the type of personal information contained in Competition Data to be to be “**Directory Data**” under FERPA. If you are a School or Association, please confirm that Competition Data related to your School and student athletes may be displayed publicly through the Service in accordance with your School’s definition of Directory Data and/or that you otherwise have a parent’s or guardian’s consent to display such information publicly. If you do not wish to have a student’s personal information displayed in Competition Data, please contact Play Versus to determine whether another option may be available.

How we retain and delete Student Data: We do not knowingly retain Student Data beyond the time period required to support the School’s purpose, unless authorized by a School, student or parent, though we retain Competition Data and gameplay statistics, competition highlights and history indefinitely as part of the official record of the esports competition.

The School is responsible for maintaining current student athlete rosters and informing Play Versus to delete or de-identify accounts which the School no longer needs to retain. Unless otherwise directed by a School, student or parent, we will delete or de-identify personal information contained in student accounts in accordance with the terms of any applicable written agreement with the School, written requests from authorized School administrators, and our standard data retention schedule.

Schools and/or students (or their Parents) can request account deletion at any time by contacting Play Versus at support@playvs.com. We may not be able to immediately or completely delete all data in all instances, such as information retained in technical support records, customer service records, backups, and other similar business records. We will not be required to delete any information which has been de-identified or disassociated with personal identifiers such that the remaining information cannot reasonably be used to identify a particular individual, nor will we be required to delete student information that has been transferred to a personal account except at the direction of the student or parent. Please note that we may not be able to delete Competition Data but we may be able to anonymize certain Competition Data upon request.

Compliance with laws: We do not use Student Data for any purpose other than to provide the Services, in accordance with contractual agreements with the National Federation of State High School Associations and its affiliate entities (NFHS) and the School’s State Association. Play Versus does not own or control Student Data, which belongs to the student and/or the School or association that contracts with Play Versus to provide the Service to the student.

As specified in our agreements with Schools and Associations, the PlayVS Service is designed to provide protections for Student Data as required by applicable privacy laws. For example:

- **The Family Educational Rights and Privacy Act (FERPA).** This Privacy Policy and our Service are designed to meet our responsibilities to protect personal information from the students’ educational records under FERPA. We agree to work with our School and Association partners to jointly ensure compliance with the FERPA regulations.
- **Children’s Online Privacy Protection Act (COPPA).** PlayVS is not directed to children under 13 and does not knowingly collect any information from children under the age of 13. A School may

not permit a child under 13 to register for the PlayVS Service to compete on the School's esports team, unless the School represents that it has the authority to provide all necessary consents for PlayVS to collect and use such student's personal information in the manner contemplated by this Privacy Policy, as permitted by COPPA. Please contact us at privacy@playvs.com if you believe we have inadvertently collected personal information of a child under 13 without proper consent so that we may delete such data as soon as possible.

- **Students Online Personal Information Protection Act ("SOPIPA").** This Privacy Policy and our Service are designed to comply with SOPIPA. We do not use Student Data for targeted advertising purposes. We do not use collected information to amass a profile of a K-12 student except in furtherance of providing the features and functionality of the Service. We never sell Student Data unless the sale is part of a corporate transaction, such as a merger, acquisition, bankruptcy, or other sale of assets, in which case we make efforts to ensure the successor entity honors the privacy commitments made in this policy and/or we will notify the School and provide an opportunity to opt-out by deleting student accounts before the data transfer occurs.
- **California Assembly Bill 1584 ("AB 1584").** This Privacy Policy and our Service are designed to comply with AB 1584. Pupil records obtained by Play Versus from a local educational agency ("LEA") continue to be the property of and under the control of the LEA. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by contacting their LEA directly. In the event of an unauthorized disclosure of a pupil's records, Play Versus will notify the LEA and will provide the LEA with information to be shared with the affected parent(s), legal guardians(s) or eligible pupil(s). Pupil records will be deleted and/or de-identified in accordance with our agreements with each School and as described in this Privacy Policy.
- **Connecticut Conn. Gen. Stat. Ann. § 10-234aa-dd.** PlayVS's Connecticut Addendum to the Terms of Service, available upon request, is designed to comply with the requirements of the Connecticut Act Concerning Student Data Privacy, Conn. Gen. Stat. Ann. § 10-234aa-dd. Please contact us at support@playvs.com to learn more about incorporating the Connecticut Addendum into your agreement with PlayVS.

If you have any questions about our practices with regard to Student Data, please contact us at privacy@playvs.com.

7. LINKS TO OTHER WEB SITES AND SERVICES

The Service may contain links to and from third party websites of our business partners (such as gaming providers), advertisers, social media sites and other services. If you follow a link to any of these websites, please note that these websites have their own privacy policies and we do not accept any responsibility or liability for their policies or content. We strongly recommend that you read their privacy policies and terms and conditions of use to understand how they collect, use, and share information.

8. YOUR CALIFORNIA PRIVACY RIGHTS

California's "Shine the Light" law (Civil Code Section §1798.83) permits California residents that have an established business relationship with us to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes during the immediately preceding calendar year. To make such a request, please contact us via email or mail using the contact information below.

9. HOW TO CONTACT US

If you have any questions about this Privacy Policy or the Service, please contact us at privacy@playvs.com or by writing to us at PlayVS, 1447 2nd Street Suite 200, Santa Monica, CA 90401, Attention: PlayVS Legal Department.

10. CHANGES TO OUR PRIVACY POLICY

PlayVS may modify or update this Privacy Policy from time to time so you should review this page periodically. If we change the policy in a material manner, for example if we seek to use personal information in a materially different way than we had previously, we will let you know and update the 'last modified' date at the bottom of this page. If you object to any changes, you may close your account. Continuing to use our Service after we publish changes to this Privacy Policy means that you are consenting to the changes.

This privacy policy was last modified on October 22nd, 2019.

Terms of Use

Last Modified: June 25th, 2019

JUN 25, 2019

Copied!

<https://www.playv>

Welcome, and thank you for your interest in Play Versus, Inc. ("**PlayVS**," "**we**," "**our**," or "**us**"). This page explains the terms and conditions by which you may use our website, <http://www.playvs.com> (our "**Website**") and our related software and online and/or mobile services provided on or in connection with our Website (collectively with the Website, the "**Service**"). These Terms of Service (this "**Agreement**") apply to all visitors, users, and others who access or use the Service ("**Users**").

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION CAREFULLY. THIS AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN YOU AND PLAYVS. BY REGISTERING FOR AN ACCOUNT, ACCESSING OR USING THE SERVICE, OR BY CLICKING A BUTTON OR CHECKING A BOX MARKED "I AGREE" (OR SOMETHING SIMILAR), YOU SIGNIFY THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT AND TO THE COLLECTION AND USE OF YOUR INFORMATION AS SET FORTH IN OUR PRIVACY POLICY, WHETHER OR NOT YOU ARE A REGISTERED USER OF OUR SERVICE. **IF YOU ARE NOT ELIGIBLE TO USE THE SERVICE, OR DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN YOU DO NOT HAVE OUR PERMISSION TO USE AND ARE EXPRESSLY PROHIBITED FROM USING THE SERVICE.**

You acknowledge and agree, as provided in greater detail in this Agreement, that:

- The Service is licensed and not sold to you;
- Your use of the Service may be subject to separate third-party terms of service and fees, including without limitation the terms of service of videogame publishers and streaming platforms, which are your sole responsibility;
- The Service is provided "As Is," "As Available," and "Where Available" and without warranties of any kind and PlayVS's liability to you is limited;
- PlayVS reserves the right to modify this Agreement in its sole discretion and will provide notice of these changes as described below; and
- as provided in section 17, This agreement contains a mandatory individual arbitration and class action/jury trial waiver provision that requires the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions.

1. The PlayVS Service

As part of the Service, PlayVS provides a platform that allows Users to participate in electronic sports (“**esports**”) leagues on teams affiliated with their schools (“**PlayVS Scholastic Leagues**”). Certain PlayVS Scholastic Leagues are supported by state interscholastic associations.

2. Use of the PlayVS Service

2.1 Eligibility

The Service allows Users to register for PlayVS Accounts (as defined below) to participate in PlayVS Scholastic Leagues. You must be at least 13 years of age to create a PlayVS Account and use the Service, and you must use the Service only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations. Any use of or access to the Service by anyone under thirteen (13) years of age is strictly prohibited and in violation of this Agreement. The Service is not available to any Users previously removed from the Service by PlayVS.

2.2 Use by Minors.

If you are a User over thirteen (13) years of age, but under eighteen (18) years of age (a “**Minor**”), you may only use or access the Service with the consent of, and under the supervision of, an individual who has the capacity to form a binding contract and who has parental responsibility over you, whether as a parent, guardian or otherwise (a “**Parent**”). If you are a Parent, you represent and warrant, by you or your Minor downloading, accessing, or otherwise using the Service, that you: (i) have read and agree to the terms and conditions of this Agreement on your and your Minor’s behalf; and (ii) that you give your consent to your Minor’s use of the Service. Any access or use of the Service by a Minor without the consent and supervision of their Parent is strictly prohibited and in violation of this Agreement. If you are a Minor opening a PlayVS Account (as defined below), then “you” as used herein (unless context requires otherwise) includes both you and your Parent.

2.3 Limited License

Subject to the terms and conditions of this Agreement, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Service for your personal, noncommercial use only and as permitted by this Agreement and the features of the Service. PlayVS reserves all rights not expressly granted herein in the Service and the PlayVS Content (as defined below). PlayVS may terminate this license at any time for any reason or no reason.

2.4 Changes to the Service

We may, without prior notice and without liability to you: (i) change the Service; (ii) stop providing the Service or features of the Service, to you or to Users generally; or (iii) create usage limits for the Service. We may permanently or temporarily terminate or suspend your access to the Service without notice and liability for any or no reason, including if in our sole determination you violate any provision of this Agreement, or for no reason. Upon termination for any reason or no reason, you continue to be bound by this Agreement.

2.5 Disputes with Other Users

You are solely responsible for your interactions with other Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. PlayVS shall have no liability for your interactions with other Users, or for any User’s action or inaction.

2.6 Service Location

The Service is controlled and operated from facilities in the United States. PlayVS makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.

3. PlayVS Accounts

3.1 Account Registration.

To access and use the Service and participate in the PlayVS Scholastic Leagues, you must register for an account on the Service ("**PlayVS Account**"). When creating your PlayVS Account, you must provide accurate and complete information, and you must keep this information up to date – any failure to do so may result in the termination of your PlayVS Account. To the extent permissible by applicable law, PlayVS reserves the right to accept or deny any Users' registration for a PlayVS Account for any or no reason.

3.2 PlayVS Scholastic League Requirements.

If you wish to participate in a PlayVS Scholastic League, then you must register with PlayVS as either a student competing in PlayVS Scholastic Leagues (a "**Student**") or a coach, supervisor or other faculty member who supervises Students' participation in PlayVS Scholastic Leagues ("**Faculty**") using the features and functionalities of the Service.

3.2.1 Faculty Accounts and Verification

Faculty may register for PlayVS Accounts ("**Faculty Accounts**") to interact with and manage the Students from the Faculty's school who wish to participate in PlayVS Scholastic Leagues on the Faculty's team. To be Faculty and register for a Faculty Account, you: (a) must designate yourself as Faculty at the time of your registration for your Faculty Account and identify your school affiliation, (b) must not be a Minor or a Student, and (c) must be an employee of the school the Students on your team attend. PlayVS may require you to furnish evidence of employment with the school that is satisfactory to PlayVS, as determined by PlayVS at its sole discretion.

Once you submit your registration for a Faculty Account, you will undergo verification of your identity, your educational and professional affiliations, and such other criteria that may be determined by PlayVS at its sole discretion (such process, the "**Faculty Verification Process**"). The Faculty Verification Process usually takes up to thirty (30) business days; however, PlayVS will not be liable to you for any delay or failure by PlayVS to complete the Faculty Verification Process. PlayVS reserves the right to accept or reject your registration to be Faculty for any or no reason, including any failure of PlayVS to verify you through the Faculty Verification Process.

If you are approved for a Faculty Account, PlayVS may provide you notice of approval. Any User who has been approved by PlayVS for a Faculty Account will be able to exercise certain options to determine the participation of Students in the PlayVS Scholastic Leagues on behalf of the Faculty's and the Students' school, including, without limitation, verifying that the Student attends the school and adding and removing Students to the roster for the Faculty's team. Faculty will also be solely responsible for their Students' compliance with, and enforcing, any requirements imposed by, the Faculty's and the Students' school, including, but not limited to, any academic eligibility requirements; *provided however*, that PlayVS

reserves the right to remove any Students from a Faculty's and school's team roster for the Students' failure to comply with any school requirements, the terms and conditions of this Agreement, or for any other reason that PlayVS may determine at its sole discretion, with or without notice to the Faculty or the Student. PlayVS disclaims any and all liability arising from any Student's removal from a Faculty's and school's team roster or the Service.

Without limiting any other provision in this Agreement, Faculty shall be solely responsible for their interactions on the Service with other Users (including Students and other Faculty) and PlayVS shall have no liability arising out of or relating to any Faculty's actions on the Service.

3.2.2 Student Accounts

To access and use the Service and participate in PlayVS Scholastic Leagues as a Student, you must register for a PlayVS Account as a Student (a "**Student Account**") by identifying yourself at the time of registration as a Student and identifying your school affiliation. PlayVS reserves the right to require you to provide proof of enrollment in your identified school in any method and manner as may be determined by PlayVS at its sole discretion.

Once approved for a Student Account by PlayVS, you will not be able to participate in a PlayVS Scholastic League on behalf of your school unless and until Faculty— through their Faculty Account — verifies that you attend the school you represent you attend at the time of registration and adds you to the Faculty's and school's team roster for the applicable PlayVS Scholastic League. By creating a Student Account, you acknowledge and agree that PlayVS shall have no liability for your denial or removal from any team roster.

PlayVS may also deliver to Students, through their Student Accounts, login credentials ("**Provider Credentials**") to access and use services provided by PlayVS's providers of the esports leagues ("**esports Providers**"). Only the Student who has received the Provider Credentials through their Student Account may use the Provider Credentials provided to them to access and use the applicable esports Provider's services, and any unauthorized use of the Provider Credentials by any other person or entity shall be a material breach of this Agreement. Any access and use of the services provided by the esports Providers will be subject to Section 11 of this Agreement. Upon the termination of the Student's Student Account by either the Student or PlayVS, the Student shall discontinue all use of and destroy any Provider Credentials it may have in its possession or control.

3.2 Entity PlayVS Account Registration.

If you open a PlayVS Account on behalf of a school, organization, or other entity, then (i) "you" includes you and that entity, and (ii) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to this Agreement, and that you agree to this Agreement on the entity's behalf.

3.4 PlayVS Account Responsibility and Controls.

You may never use another User's PlayVS Account without permission. You are solely responsible for the activity that occurs on your PlayVS Account, and you must keep your PlayVS Account password secure. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your PlayVS Account. You must notify PlayVS immediately of any breach of security or unauthorized use of your PlayVS Account. PlayVS will not be liable for any losses caused by any unauthorized use of your PlayVS Account.

By providing PlayVS your email address you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service and

special offers. If you do not want to receive such email messages or want to otherwise amend or control your PlayVS Account, you may email us at support@playvs.com. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

By connecting to PlayVS with a third-party service, you give us permission to access and use your information from that service as permitted by that service, and to store your log-in credentials for that service.

4. Rules

4.1 PlayVS Scholastic Leagues Rules.

Any Users participating in the PlayVS Scholastic Leagues must adhere to the rules of the applicable PlayVS Scholastic League (the “**League Rules**”). The League Rules can be found at <https://playvs.zendesk.com/hc/en-us/sections/360005196513-Rules> and may be changed by PlayVS at any time and for any or no reason.

4.2 PlayVS Service Rules.

You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated “scraping”; (ii) using any automated system, including without limitation “robots,” “spiders,” “offline readers,” etc., to access the Service in a manner that sends more request messages to the PlayVS servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that PlayVS grants the operators of public search engines revocable permission to use spiders to copy publicly available materials from the Service for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Service; (vii) collecting or harvesting any personally identifiable information, including account names, from the Service; (viii) using the Service for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Service; (xi) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; or (xii) bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein.

Additionally, accessing any audiovisual content that may be available on the Service for any purpose or in any manner other than Streaming (as defined below) is expressly prohibited unless explicitly permitted by the functionality of the Service. “**Streaming**” means a contemporaneous digital transmission of an audiovisual work via the Internet from the PlayVS Service to a User’s device in such a manner that the data is intended for real-time viewing and not intended to be copied, stored, permanently downloaded, or redistributed by the User.

5. User Content

Some areas of the Service allow Users to submit, post, display, provide, or otherwise make available content such as profile information, videos, images, music, comments, questions, and other content or information (any such materials a User submits, posts, displays, provides, or otherwise makes available on the Service is referred to as “**User Content**”).

We claim no ownership rights over User Content created by you. The User Content you create remains yours. However, you understand that certain portions of the Service may allow other Users to view, edit, share, and/or otherwise interact with your User Content. By providing or sharing User Content through the Service, you agree to allow others to view, edit, share, and/or interact with your User Content in accordance with your settings and this Agreement. PlayVS has the right (but not the obligation) in its sole discretion to remove any User Content that is shared via the Service.

By submitting, posting, displaying, providing, or otherwise making available any User Content on or through the Service, you expressly grant, and you represent and warrant that you have all rights necessary to grant, to PlayVS a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service and PlayVS's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each User of the Service a non-exclusive license to access your User Content through the Service, and to use, reproduce, distribute, display and perform such User Content as permitted through the functionality of the Service and under this Agreement.

For the purposes of this Agreement, "**Intellectual Property Rights**" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

In connection with your User Content, you affirm, represent and warrant the following:

- You have the written consent of each and every identifiable natural person in the User Content, if any, to use such person's name or likeness in the manner contemplated by the Service and this Agreement, and each such person has released you from any liability that may arise in relation to such use.
- You have obtained and are solely responsible for obtaining all consents as may be required by law to post any User Content relating to third parties.
- Your User Content and PlayVS's use thereof as contemplated by this Agreement and the Service will not violate any law or infringe any rights of any third party, including but not limited to any Intellectual Property Rights and privacy rights.
- PlayVS may exercise the rights to your User Content granted under this Agreement without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise.
- To the best of your knowledge, all your User Content and other information that you provide to us is truthful and accurate.

PlayVS takes no responsibility and assumes no liability for any User Content that you or any other User or third party posts, sends, or otherwise makes available over the Service. You shall be solely responsible for your User Content and the consequences of posting, publishing it, sharing it, or otherwise making it available on the Service, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose, and you agree that PlayVS shall not be liable for any damages you allege to incur as a result of or relating to any User Content.

6. Our Proprietary Rights

Except for your User Content, the Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content belonging to other Users (the **"PlayVS Content"**), and all Intellectual Property Rights related thereto, are the exclusive property of PlayVS and its licensors (including other Users who post User Content to the Service). Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any PlayVS Content. Use of the PlayVS Content for any purpose not expressly permitted by this Agreement is strictly prohibited.

You may choose to or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products (**"Ideas"**). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place PlayVS under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, PlayVS does not waive any rights to use similar or related ideas previously known to PlayVS, or developed by its employees, or obtained from sources other than you.

The Service contains data, information, and other content not owned by you, such as reputational or status indicators in-world currency, and/or fictional property representing virtual achievements (for instance, trophies or powers) (**"PlayVS Property"**). You understand and agree that regardless of terminology used, PlayVS Property represents a limited license right governed solely by the terms of this Agreement and available for distribution at PlayVS's sole discretion. PlayVS Property is not redeemable for any sum of money or monetary value from PlayVS at any time. You acknowledge that you do not own the PlayVS Account you use to access the Service, nor do you possess any rights of access or rights to data stored by or on behalf of PlayVS on PlayVS servers, including without limitation any data representing or embodying any or all of your PlayVS Property. You agree that PlayVS has the absolute right to manage, regulate, control, modify and/or eliminate PlayVS Property as it sees fit in its sole discretion, in any general or specific case, and that PlayVS will have no liability to you based on its exercise of such right. All data on PlayVS's servers are subject to deletion, alteration or transfer. Notwithstanding any value attributed to such data by you or any third party, you understand and agree that any data, PlayVS Account history and PlayVS Account content residing on PlayVS's servers, may be deleted, altered, moved or transferred at any time for any reason in PlayVS's sole discretion, with or without notice and with no liability of any kind. PlayVS does not provide or guarantee, and expressly disclaims, any value, cash or otherwise, attributed to any data residing on PlayVS's servers.

7. Paid Services

7.1. Payments.

By using the Service, you agree to the pricing terms at <https://www.playvs.com/how-it-works> as we may update them from time to time. In order to participate in PlayVS Scholastic Leagues, you must have internet access and provide us with accurate, complete, valid and current payment information (and update that information from time to time as needed to keep it current). Fees are due and payable on a per-season basis and become due when you sign up for a season of play in a PlayVS Scholastic League. Users may be required to provide a credit card, debit card, or other similar payment method (**"Payment Method"**) in order to create a PlayVS Account and use the Service. We will automatically charge your Payment Method for fees when due, and you hereby authorize PlayVS to bill such fees and applicable taxes to your Payment Method. If there is no Payment Method associated with your PlayVS Account, we will send you an invoice for the fees due, which you must pay within thirty (30) days of your receipt. You

acknowledge that the amount billed may vary due to promotional offers and changes in applicable taxes, and you authorize us to charge your Payment Method or invoice you for the corresponding amounts. Any amounts not paid on time in accordance with this paragraph will bear interest at the rate of 1.5% per month or the maximum rate allowed by law, whichever is less.

7.2. Refunds.

You may cancel your PlayVS Account, or your participation in a particular PlayVS Scholastic League season, at any time; however, after the season begins pro-rata refunds or credits are discretionary as determined by us in our sole discretion. To cancel, email us at support@playvs.com. If we suspend or terminate your PlayVS Account for your breach of this Agreement, even if that termination or suspension occurs before the relevant season has begun, you understand and agree that you will not receive a refund for any portion of the Service.

8. Privacy

We care about the privacy of our Users. You understand that by using the Services you consent to the collection, use and disclosure of your personally identifiable information and aggregate and/or anonymized data and to having your personally identifiable information collected, used, transferred to and processed in the United States as set forth in our Privacy Policy, which is incorporated by reference herein.

9. Security

PlayVS uses commercially reasonable physical, managerial, and technical safeguards to preserve the integrity and security of your personal information and implement your privacy settings. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

10. DMCA Notice

Since we respect artist and content owner rights, it is PlayVS's policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("**DMCA**").

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify PlayVS's copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work that you claim has been infringed;
3. Identification of the material that is claimed to be infringing and where it is located on the Service;
4. Information reasonably sufficient to permit PlayVS to contact you, such as your address, telephone number, and, e-mail address;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
6. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Attn: DMCA Notice

Play Versus, Inc.

Address: 1447 2nd Street, Suite 200

Santa Monica, CA 90401

Tel.: (805)-613-7617
Email: legal@playvs.com

Under federal law, if you knowingly misrepresent that online material is infringing, you may be subject to criminal prosecution for perjury and civil penalties, including monetary damages, court costs, and attorneys' fees.

Please note that this procedure is exclusively for notifying PlayVS and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with PlayVS's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable law, PlayVS has adopted a policy of terminating, in appropriate circumstances, Users who are deemed to be repeat infringers. PlayVS may also at its sole discretion limit access to the Service and/or terminate the PlayVS Accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

11. Third-Party Materials and Services

The Service may contain links to or other means of accessing third-party materials or services that are not owned or controlled by PlayVS, including, without limitation, the videogames that comprise the esports competitions and the platforms for streaming esports. PlayVS does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third-party website or service from the Service or share your User Content on or through any third-party website or service, you do so at your own risk, and you understand that this Agreement and PlayVS's Privacy Policy do not apply to your use of such sites. You agree that you are solely responsible for your dealings with the third-party providing such websites or services, including without limitation, the payment of any fees to, and compliance with any rules and restrictions provided by, such third party. You expressly relieve PlayVS from any and all liability arising from your use of any third-party website, service, or content, including without limitation User Content submitted by other Users. Additionally, your dealings with or participation in promotions of advertisers found on the Service, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that PlayVS shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

12. Indemnity

You agree to defend, indemnify and hold harmless PlayVS and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation; (v) User Content or any content that is submitted via your PlayVS Account including without limitation misleading, false, or inaccurate information; (vi) your willful misconduct; or (vii) any other party's access and use of the Service with your unique username, password or other appropriate security code.

13. No Warranty

The Service is provided on an "as is," "as available," and "Where Available" basis. Use of the Service is at your own risk. To the maximum extent permitted by applicable law, the Service is provided without

warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. No advice or information, whether oral or written, obtained by you from PlayVS or through the Service will create any warranty not expressly stated herein. Without limiting the foregoing, PlayVS, its subsidiaries, its affiliates, and its licensors do not warrant that the content is accurate, reliable or correct; that the Service will meet your requirements; that the Service will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Service is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Service is downloaded at your own risk and you will be solely responsible for any damage to your computer system or mobile device or loss of data that results from such download or your use of the Service.

14. Special Disclaimer for Third Party Service Providers

Although PlayVS operates the Service and the platform that allows Users to participate in esports competition, no gameplay for the esports competition and no broadcasting of the gameplay takes place on the Service. Instead, all gameplay and broadcasting occurs on services offered by our third-party partners and service providers, including without limitation the videogame publishers and broadcasting platforms that we have partnered with to allow you to compete and stream your gameplay. Accordingly, PlayVS does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Service or any hyperlinked website or service (including without limitation any of the games or broadcasting services), and PlayVS will not be a party to or in any way monitor any transaction between you and third-party providers of products or services.

15. Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall PlayVS, its affiliates, agents, directors, employees, suppliers or licensors be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the Service. Under no circumstances will PlayVS be responsible for any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Service or your PlayVS account or the information contained therein.

To the maximum extent permitted by applicable law, PlayVS assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein; (iv) any interruption or cessation of transmission to or from the Service; (v) any bugs, viruses, trojan horses, or the like that may be transmitted to or through our service by any third party; (vi) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Service; and/or (vii) User Content or the defamatory, offensive, or illegal conduct of any third party. In no event shall PlayVS, its affiliates, agents, directors, employees, suppliers, or licensors be liable to you for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount you paid to PlayVS hereunder or \$100.00, whichever is greater.

This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if PlayVS has been advised of the possibility of such damage.

16. Exclusions Only as Allowed by Applicable Law

FEDERAL LAW, SOME STATES, PROVINCES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES AND EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY

NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATION OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

17. Governing Law, Arbitration, and Class Action/Jury Trial Waiver

17.1 Governing Law.

You agree that: (i) the Service shall be deemed solely based in California; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than California. This Agreement shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in Los Angeles, California for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that Los Angeles, California is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.

17.2 Arbitration.

Read this section carefully because it requires the parties to arbitrate their disputes and limits the manner in which you can seek relief from PlayVS. For any dispute with PlayVS, you agree to first contact us at support@playvs.com and attempt to resolve the dispute with us informally. In the unlikely event that PlayVS has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof (collectively, “**Claims**”), by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at www.jamsadr.com. The arbitration will be conducted in Los Angeles, California, unless you and PlayVS agree otherwise. If you are using the Service for commercial purposes, each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys’ fees and reasonable costs for expert and other witnesses. If you are an individual using the Service for non-commercial purposes: (i) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney’s fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing PlayVS from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Intellectual Property Rights or other proprietary rights. **3. Class Action/Jury Trial Waiver.** With respect to all persons and entities, regardless of whether they have obtained or used the Service for personal, commercial or other purposes, all Claims must be brought in the parties’ individual capacity, and not as a plaintiff or class member in any purported class action, collective action, private attorney general action or other representative proceeding. This waiver applies to class arbitration, and, unless we agree otherwise, the arbitrator may not consolidate more than one person’s Claims. You agree that, by entering into this Agreement, you and PlayVS are each waiving the right to a trial by jury or to participate in a class action, collective action, private attorney general action, or other representative proceeding of any kind.

18. General

18.1 Assignment.

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by PlayVS without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

8.2 Notification Procedures and Changes to the Agreement.

PlayVS may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our Website, as determined by PlayVS in our sole discretion. PlayVS reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in this Agreement. PlayVS is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. PlayVS may, in its sole discretion, modify or update this Agreement from time to time, and so you should review this page periodically. When we change the Agreement in a material manner, we will update the 'last modified' date at the top of this page and notify you that material changes have been made to the Agreement. Your continued use of the Service after any such change constitutes your acceptance of the new terms. **If you do not agree to any of these terms or any future terms, do not use or access (or continue to access) the Service.**

18.3 No Waiver.

No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and PlayVS's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

18.4 Entire Agreement/Severability.

This Agreement, together with any amendments and any additional agreements you may enter into with PlayVS in connection with the Service, shall constitute the entire agreement between you and PlayVS concerning the Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect, except that in the event of unenforceability of the universal Class Action/Jury Trial Waiver, the entire arbitration agreement shall be unenforceable.

18.5 Contact.

Please contact us at support@playvs.com with any questions regarding this Agreement.

18.6 California Residents.

The provider of the Service is Play Versus, Inc. If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.