

# Terms of Service

Last Updated: July 3rd, 2020

FOR GENERAL USERS AND ATTENDEES

## 1. ACCEPTANCE OF TERMS

### 1.1 Overview

The following terms of service govern all use by General Users (as defined below), non-Tournament Organizers (as defined below), or visitors of (a) the spire.gg websites, domains, and applications (including all webpages, subdomains and subparts therein contained, mobile applications, collectively, the "Site"), (b) any and all services available on or through the Site or otherwise provided by spire.gg, and (c) all Software (as defined below) (collectively, the "Services"). The Services are owned and operated by Spiregg, Inc. ("The Company"). The Services are offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies and procedures that may be published from time to time on the Site by The Company. If you object to anything in these terms of service or the Privacy Policy, you are not permitted to use the Services. By using or accessing any part of the Services, you acknowledge that (a) you are at least 13 years of age, (b) you have not been previously banned, blocked, or suspended from the Services, and (c) you have read, understood, and agree to be bound by these terms of service.

### 1.2 Modification

Except to the extent set forth in Section 17.3 below, The Company reserves the right, at its sole discretion, to modify or replace any of the terms or conditions of these Terms of Service (or any of the agreements that make up these Terms of Service) at any time (collectively, "Modifications"). Modifications to these Terms of Service will be posted to the spire.gg website with a change to the "Updated" date at the top of these Terms of Service. In certain circumstances The Company may provide you with additional notice of such Modifications, via email or with in-Service notifications. Modifications will be effective thirty (30) days following the "Updated" date or such other date as communicated in any other notice to you, except that changes addressing new functions of the Services or which do not impose any additional burdens or obligations on you will be effective immediately. It is your responsibility to check these Terms of Service periodically for Modifications. Your continued use of the Services

following the effectiveness of any Modifications to these Terms of Service constitutes acceptance of those Modifications as well. If any Modification to these Terms of Service is not acceptable to you, you must cease accessing, browsing and otherwise using the Services. Other than as set forth in this paragraph, these Terms of Service may only be modified through a written agreement, signed by you and an authorized officer of The Company.

### **1.3 Language**

The Company may translate these terms of service, Privacy Policy or any other operating rules, policies and procedures that may be published from time to time on the Site into other languages for your convenience. The English language version of each of these documents is the version that governs your use of the Services and in the event of any conflict between the English language version and a translated version, the English language version will control.

## **2. DESCRIPTION OF THE COMPANY**

The Company provides software to improve experience for streamers, players, tournament attendees, and spectators (collectively, "General Users") and for registered users who are tournament organizers ("Tournament Organizers"). The Company provides a platform for enabling connections between General Users and Tournament Organizers and for the collection of payments with respect to the sale of tickets, registrations, merchandise, and services for, and the solicitation of donations with respect to, events registered on the Site from General Users. These terms of service apply to you and your use of the Services as a General User, non-Tournament Organizer, or visitor of the Site.

## **3. YOUR USE OF THE SERVICES**

### **3.1 The Services**

The Company hereby grants you a non-exclusive, non-transferable, non-sublicensable right to access and use the Services solely for the purposes of browsing the Site, and searching for, viewing, registering for, and interacting with, an event that is registered on the Site, in each case (i) in compliance with these terms of service, and (ii) to the extent permitted under all applicable laws and regulations (foreign and domestic). Notwithstanding the foregoing, you shall not, and shall not permit anyone else to, directly or indirectly: (i) modify, reproduce or otherwise create derivatives of any part of the Services or Site Content (as defined below); (ii) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or structure, sequence and organization of all or any part of the Services (except that this restriction shall not apply to the limited extent restrictions on reverse engineering are prohibited by applicable local law); (iii) rent, lease, resell, distribute or use the Services for timesharing, service bureau, or commercial purposes; (iv) remove or alter any proprietary notices or labels on or in the Services or Site

Content; (v) engage in any activity that interferes with or disrupts the Services; or (vi) engage in any fraudulent activity or activity that facilitates fraud.

### **3.2 Software**

If you are allowed to download or use any Software in connection with the Services, The Company hereby grants you a personal, non-transferable, non-sublicensable, revocable, non-exclusive license to use the Software solely for your internal use in connection with the Services, and only in accordance with these terms of service and the written instructions/directions (if any) provided by The Company in conjunction with the Software. For purposes of these terms of service, "Software" shall mean any and all software that is available on or through the Site or otherwise provided by The Company, including without limitation The Company's mobile applications. For clarity, the Software will be deemed a part of the "Services" hereunder.

The Software and the transmission of applicable data is subject to United States export controls. No Software may be downloaded or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk. You shall also be responsible for using the Software in a manner that complies with all federal, state and local laws and the rules and regulations of all credit card companies.

The Software and related documentation are "commercial computer software" and "commercial computer software documentation," respectively, as such terms are used in United States Federal Acquisition Regulations Section 12.212. Any use, duplication or disclosure of the Software or such documentation by or on behalf of the U.S. Government is subject to restrictions as set forth in these terms of service.

## **4. VENUE**

The Services are a platform for enabling connections between General Users and Tournament Organizers, but The Company is not responsible for the performance of Tournament Organizers, nor does it have control over the quality, timing, legality, failure to provide, or any other aspect whatsoever of the services they provide, nor of the integrity, responsibility or any of the actions or omissions whatsoever of any Tournament Organizers. When interacting with other General Users and Tournament Organizers, you should exercise caution and common sense to protect your personal safety and property, just as you would when interacting with other persons whom you don't know. The Company is not responsible for the conduct or performance, whether online or offline, of any user of the Services.

## 5. PAYMENT

### 5.1 Independent Relationship of Payment Services

The Company provides a platform by which payments can be remitted to Tournament Organizers for the sale of tickets, registrations, merchandise, and donations with respect to events registered on the Site. These payments are transacted through online payment services such as Stripe, Paypal, or other third party payment services. Payments may also be arranged directly with Tournament Organizers. Tournament Organizers and General Users sending payments affect the applicable monetary payment transaction through the payment service, and are bound by the applicable terms of use governing the payment service.

### 5.2 Disputes and Refunds

If you are a General User and you wish to request a refund or initiate a dispute regarding payment in connection with an event listed on the Site, you should contact the applicable Tournament Organizer directly. It is the responsibility of a Tournament Organizer to communicate its refund policy to General Users sending payments and to issue refunds as required via the Site, payment service, or otherwise. If a General User desires to request a refund, they must request the refund from the Tournament Organizer. All communications or disputes regarding refunds are between the Tournament Organizer and General User initiating payment and The Company will not be responsible or liable in any way for refunds, errors in issuing refunds, or lack of refunds in connection with the Services. All communications and disputes regarding chargebacks and refunds are between the Tournament Organizer and General User initiating payment and The Company will not be responsible or liable in any way for chargebacks in connection with a General User's use of the Services.

## 6. PRIVACY POLICY

Your privacy is important to The Company. Please see our [Privacy Policy](#) for information relating to how we collect, use, and disclose your personal information. The Company does not control and shall not be responsible for the acts of you or any other users (whether Tournament Organizers, General Users, visitors, or otherwise) of the Services.

## 7. YOUR SIGN-UP OBLIGATIONS

To sign-up as a registered user of the Services, whether as a Tournament Organizer, General User, or other, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Site registration form (the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or The Company

has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, The Company has the right to suspend or terminate all of your accounts and refuse any and all of your current or future use of the Services (or any portion thereof).

## **8. ACCOUNT, PASSWORD, AND SECURITY**

As part of the Site registration process, you will provide a login email address and create a password, which together form an account. You are responsible for maintaining the confidentiality of the password, and are fully responsible for all activities that occur under your account, including, without limitation, all actions by sub-users registered under your account. You agree to (a) immediately notify The Company of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. The Company cannot and will not be liable for any loss, damage or other liability arising from your failure to comply with this Section or from any unauthorized access to or use of your account. In the event of any dispute between two or more parties as to account ownership, you agree that The Company shall be the sole arbiter of such dispute in its sole discretion and that The Company's decision (which may include termination or suspension of any account subject to dispute) shall be final and binding on all parties.

## **9. CONTENT**

### **9.1 Site Content**

You agree that all material, including without limitation information, data, software, text, design elements, graphics, images and other content (collectively, "Content"), contained in or delivered via the Services or otherwise made available by The Company in connection with the Services (collectively, "Site Content") is protected by copyrights, trademarks, service marks, trade secrets or other intellectual property and other proprietary rights and laws. The Company may own the Site Content or portions of the Site Content may be made available to The Company through arrangements with third parties. Except as expressly authorized by The Company in writing or in connection with your use of the intended functionality of the Services, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works of any Site Content, or post any Site Content on any other web site or in a networked computer environment for any purpose. Reproducing, copying or distributing any Site Content for any other purpose is strictly prohibited without the express prior written permission of The Company. You shall use the Site Content only for purposes that are permitted by these terms of service and any applicable laws and regulations (foreign and domestic). Any rights not expressly granted herein are reserved.

### **9.2 Your Content.**

You acknowledge and agree that if you contribute, provide, or make available any content to the Site ("Your Content"), you hereby grant to The Company a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, sublicensable (through multiple tiers) right and license to use, reproduce, adapt, modify, distribute, translate, publish, create derivative works based on, perform, display, and otherwise exploit Your Content, in whole or in part, in any media now known or hereafter developed, for any purpose whatsoever. You represent and warrant that you have all the rights, power and authority necessary to grant the foregoing license, and that all Your Content (i) does not infringe, violate, misappropriate or otherwise conflict with the rights of any third party, and (ii) complies with all applicable laws and regulations (foreign and domestic). In addition, Your Content must be accurate and truthful. The Company reserves the right to remove any of Your Content from the Site at any time if The Company believes in its sole discretion that it does not comply with these terms of service. In addition, you agree that The Company may use your name, Gamertag (if provided) and logo (whether or not you have made it available through the Site) for the purpose of identifying you as an existing or past user of The Company both on the Site and in marketing and promotional materials.

### **9.3 Streaming Content**

The Company provides a platform by which live and pre-recorded videos of video game related activities can be streamed or otherwise broadcasted to viewers. These broadcasts are transacted through online streaming services such as Twitch, YouTube, or other third party streaming services. Tournament Organizers and General Users broadcast content through these streaming services, and are bound by the applicable terms of use governing these streaming services.

## **10. DMCA CONTACT**

If you believe that anything in the Services infringes upon any copyright that you own or control, you may file a notification of such infringement as set forth below.

E-mail Address of Designated Agent: [dmca@spire.gg](mailto:dmca@spire.gg)

Please see [17 U.S.C. §512\(c\)\(3\)](#) for the requirements of a proper notification. You should note that if you knowingly misrepresent in your notification that the material or activity is infringing, you will be liable for any damages, including costs and attorneys' fees, incurred by The Company or the alleged infringer as the result of our relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

## **11. THIRD PARTY CONTENT**

The Company may provide third party content within the Service and may provide links to web pages and content of third parties (collectively, "Third Party Content") as a service to those interested in this information. The Company does not control, endorse or adopt any Third Party Content and makes no representation or warranties of any kind regarding Third Party Content, including without limitation regarding its accuracy or completeness. The Company does not create Third Party Content, nor does it update or monitor it, and is not responsible for it. You access Third Party Content at your own risk.

The Company may include links or references to other web sites or services (collectively, "Reference Sites") solely as a convenience. The Company does not endorse any such Reference Sites or the information, materials, products, or services contained on or accessible through Reference Sites. In addition, your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Services are solely between you and such advertiser. Access and use of Reference Sites, including the information, materials, products, and services on or available through Reference Sites is solely at your own risk.

## **12. PROHIBITED CONDUCT**

By using the Services, you agree not to violate any law, contract, intellectual property or other third party right or commit a tort, and that you are solely responsible for your conduct while on the Services. You agree that you will not:

1. use the Services for any purposes except to disseminate or receive original or appropriately licensed content and/or to access the Services;
2. rent, lease, loan, sell, resell, sublicense, distribute or otherwise transfer the licenses granted in these terms of service or any content;
3. post, upload, or distribute any defamatory, libelous, or inaccurate Content;
4. impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the Services accounts of others without permission, forge another persons' digital signature, misrepresent the source, identity, or content of information transmitted via the Services, or perform any other similar fraudulent activity;
5. delete the copyright or other proprietary rights notices on the Services or Content;
6. make unsolicited offers, advertisements, proposals, or send junk mail or spam to other users of the Services, including, without limitation, unsolicited advertising, promotional materials, or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, petitions for signatures, or any of the preceding things related to promotional giveaways (such as raffles and contests), and other similar activities;
7. harvest or collect the email addresses or other contact information of other users from the Services;

8. use the Services for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy;
9. defame, harass, abuse, threaten or defraud users of the Services, or collect, or attempt to collect, personal information about users or third parties without their consent;
10. remove, circumvent, disable, damage or otherwise interfere with security-related features of the Services or Content, features that prevent or restrict use or copying of any content accessible through the Services, or features that enforce limitations on the use of the Services or Content;
11. reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Services or any part thereof, except and only to the extent that this activity is expressly permitted by the law of your country of residence;
12. modify, adapt, translate or create derivative works based upon the Services or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
13. intentionally interfere with or damage operation of the Services or any user's enjoyment of them, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code;
14. relay email from a third party's mail servers without the permission of that third party;
15. use any robot, spider, scraper, crawler or other automated means to access the Services for any purpose or bypass any measures The Company may use to prevent or restrict access to the Services;
16. manipulate identifiers in order to disguise the origin of any Content transmitted through the Services;
17. interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services; use the Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden or impair the functioning of the Services in any manner;
18. use or attempt to use another user's account without authorization from that user and The Company;
19. attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of the Services that you are not authorized to access; or
20. attempt to indicate in any manner that you have a relationship with us or that we have endorsed you or any products or services for any purpose.
21. upload, create, or share content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law or regulation;
22. upload, create, or share content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
23. upload, create, or share content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
24. upload, create, or share private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
25. upload, create, or share viruses, corrupted data or other harmful, disruptive or destructive files; and

26. upload, create, or share content that, in the judgment of The Company, is objectionable or which restricts or inhibits any other person from using or enjoying the Services or which may expose The Company or its users to any harm or liability.

The Company takes no responsibility and assumes no liability for any Content posted, stored or uploaded by you or any third party, or for any loss or damage thereto, nor is The Company liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. Your use of the Services is at your own risk. Enforcement of the user content or conduct rules set forth in these terms of service is solely at The Company's discretion, and failure to enforce such rules in some instances does not constitute a waiver of our right to enforce such rules in other instances. In addition, these rules do not create any private right of action on the part of any third party or any reasonable expectation that the Services will not contain any content that is prohibited by such rules. As a provider of interactive services, The Company is not liable for any statements, representations or Content provided by our users in any public forum, personal home page or other area. The Company does not endorse any Content or any opinion, recommendation or advice expressed therein, and The Company expressly disclaims any and all liability in connection with Content. Although The Company has no obligation to screen, edit or monitor any of the Content posted in any area, The Company reserves the right, and has absolute discretion, to remove, screen or edit any Content posted or stored on the Services at any time and for any reason without notice, and you are solely responsible for creating backup copies of and replacing any Content you post or store on the Services at your sole cost and expense. Any use of the Services in violation of the foregoing violates these Terms of service and may result in, among other things, termination or suspension of your rights to use the Services.

## **13. TERMINATION**

The Company, in its sole discretion, may terminate your password, accounts (or any part thereof) and or your right to use the Services, and remove and discard any and all of Your Content within the Services, at any time for any reason or no reason, including, without limitation, for lack of use, failure to timely pay any fees or other monies due The Company, or if The Company believes that you have violated or acted inconsistently with the letter or spirit of these terms of service. You agree that any termination of your right to use the Services may be effected without prior notice, and acknowledge and agree that The Company may immediately deactivate or delete your account and all related Content and files related to your account and or bar any further access to such files or the Services. Further, you agree that The Company shall not be liable to you or any third-party for any termination of your right to use or otherwise access the Services. All provisions of these terms of service that by their nature should survive termination of your right to use the Services shall survive (including, without limitation, all limitations on liability, releases, indemnification obligations, disclaimers of warranties, and intellectual property protections and licenses).

## 14. DISCLAIMER OF WARRANTIES

The Services are provided “as is” without warranties of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, and non-infringement. The entire risk as to the quality and performance of the Services is with you. The Company does not represent or warrant that content or materials provided through the Services are accurate, complete, reliable, current, or error-free. The Company is not responsible for typographical errors or omissions relating to text, video, or photography. The Company does not represent or warrant that the Services are free of viruses or other harmful components and, therefore, you should use an industry recognized software to detect and remove viruses from any download. No advice or information, whether oral or written, obtained by you from The Company or through the Services shall create any warranty not expressly stated herein.

## 15. LIMITATION OF LIABILITY AND DAMAGES

Users in the USA and rest of the world (outside the European Union):

The following section only applies to you if you are resident in the USA or elsewhere in the world (but does not apply if you are a consumer resident in the European Union):

1. To the fullest extent permitted by applicable law: (i) in no event shall The Company be liable for any direct, special, indirect, or consequential damages, or any other damages of any kind, including but not limited to loss of use, loss of profits, or loss of data, whether in an action in contract, tort (including but not limited to negligence) or otherwise, arising out of or in any way connected with the use of or inability to use the Services, the Content, the Site Content, or the materials including without limitation any damages caused by or resulting from reliance on any information obtained from The Company, or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission, or any failure of performance, whether or not resulting from acts of God, communications failure, theft, destruction or unauthorized access to The Company’s records, programs or services; and (ii) in no event shall the aggregate liability of The Company, whether in contract, warranty, tort (including negligence, whether active, passive, or imputed), product liability, strict liability, or other theory, arising out of or relating to the use of or inability to use the Services exceed the amount paid by you, if any, for accessing the Services during twelve (12) months immediately preceding the date of the claim or one hundred dollars, whichever is greater.
2. these limitations of liability also apply with respect to damages incurred by you by reason of any products or services sold or provided on any reference sites or otherwise by third parties other than The Company and received through or advertised on the Services or received through any reference sites.
3. you acknowledge and agree that The Company has offered the Services and entered into these terms of service in reliance upon the warranty disclaimers and the limitations of

liability set forth herein, that the warranty disclaimers and the limitations of liability set forth herein reflect a reasonable and fair allocation of risk between you and The Company, and that the warranty disclaimers and the limitations of liability set forth herein form an essential basis of the bargain between you and The Company. The Company would not be able to provide the Services to you on an economically reasonable basis without these limitations.

Users in the European Union:

The following section only applies to you if you are a consumer resident in the European Union:

Neither The Company and its affiliates and partners in all cases, nor you, will be responsible for: (i) losses that were not caused by any breach on their or your part; (ii) any indirect or consequential losses (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure); or (iii) any indirect or consequential losses that were not foreseeable by both you and us when these terms of service were agreed or updated as applicable. You are not granted any rights under this section.

## **16. RELEASE**

In consideration of being permitted to access and use the Services, you hereby agree to release The Company and its affiliates, and each of its and their respective officers, directors, agents, co-branders, other partners, and employees from all damages (whether direct, indirect, incidental, consequential or otherwise), losses, liabilities, costs and expenses of every kind and nature, known and unknown, arising out of or in any way connected with disputes between you and third parties (including Tournament Organizers, General Users, and other users) in connection with the services, your access and use of the services, or any events listed thereon. In connection with the foregoing release, you hereby waive California Civil Code 1542 and any other applicable law or statute, which says, in substance: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

## **17. GENERAL**

### **17.1 Entire Agreement**

These terms of service constitute the entire agreement between you and The Company and governs your use of the Services as a General User, Tournament Organizer, or other user, superseding any prior or contemporaneous agreements, proposals, discussions or communications between you and The Company on the subject matter hereof. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third

party Content, third party software or the Services in a manner other than as governed by these terms of service.

## **18. Miscellaneous**

### **18.1 Severability**

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

### **18.2 Assignment**

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

### **18.3 Survival**

Upon termination of these Terms of Service, any provision which, by its nature or express terms should survive, will survive such termination or expiration.

### **18.4 Headings**

The heading references herein are for convenience purposes only, do not constitute a part of these Terms of Service, and will not be deemed to limit or affect any of the provisions of it.

### **18.5 Claims**

Any cause of action arising out of or related to the Services must commence within one year after the cause of action accrues. Otherwise, such cause of action is permanently barred.