

TERMS OF SERVICE AND USER AGREEMENT

This website for the “Stratus Program” (defined below), and the Stratus Program, is operated by Cloud9 Esports, Inc. (“Cloud9”). Throughout this site (which includes other pages hereon), the terms “we”, “us” and “our” refer to Cloud9. Cloud9 provides its for-purchase membership service (the “Stratus Program”) to eligible users subject to the terms, conditions, and policies listed here. The Stratus Program includes, but is not limited to, this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/or registering in the Stratus Program, and/or using the features offered in the Stratus Program (including receipt of “Products”), you engage in our “Service” and acknowledge to have read and agree to be bound by the following terms and conditions stated in these Terms of Service and User Agreement (“Terms of Service”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink, and including the Cloud9 Privacy Policy available at <https://cloud9.gg/privacy-policy/> (“Privacy Policy”), and any updates thereto, all of which are incorporated in its entirety herein by this reference. These Terms of Service apply to all users of this site and the Stratus Program, including without limitation users who are browsers, registrants, vendors, customers, merchants, and/or contributors of content.

“Products” shall refer to any tangible or digital goods offered to users in connection with the Stratus Program (such as Membership Crates). Please read these Terms of Service carefully before accessing or using the Stratus Program. If you do not agree to all the terms and conditions of this agreement, then you may not access the Stratus Program or use any Service.

Any new features or tools which are added to the Stratus Program shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website at our discretion with or without notice to you. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website, the Stratus Program, and/or the Service following the update to these Terms of Service shall constitute acceptance of such update.

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STRATUS PROGRAM MEMBERSHIP ELIGIBILITY

By agreeing to these Terms of Service, you represent that you are the age of majority in your state or province and have the legal authority to enter into a binding legal agreement. For clarity, individuals who do not satisfy the foregoing minimum are prohibited from participating in the Stratus Program and/or using the Service. You further agree that you are a resident of the United States or Canada. **Eligibility to participate in the Stratus Program is currently available only to residents of the United States and Canada that are no younger than the age of majority in their applicable state or province.** This notwithstanding, Cloud9 has the right to expand eligibility to residents of other jurisdictions and/or other individuals at any time in its sole discretion.

For each “Subscription Period” (defined below), and subject to availability as stated herein, eligible users shall be permitted to register to purchase a Stratus Program membership for the purchase price (the “Membership Fee”) and on the terms as are further stated in the registration materials on this site and at the point of sale (collectively, “Registration”). Only a limited number of memberships will be available for purchase during each Subscription Period. The number of memberships available for sale for each Subscription Period shall be determined by Cloud9 in its sole and absolute discretion, and may be changed by Cloud9 at any time. The “Subscription Period” shall be identified by Cloud9 at the point-of-sale and/or viewable in your account.

Only those users with valid memberships (which includes, without limitation, compliance with payment of the Membership Fee) (“Stratus Members”), shall be eligible to receive the “Membership Benefits” stated in the MEMBERSHIP BENEFITS section below during the applicable Subscription Period.

MEMBERSHIP FEE BILLING AND PAYMENTS

The Membership Fee shall be calculated as a one-time flat fee for the Subscription Period. For clarity, your information will be shared with our third party payment processor and related vendors in accordance with our Privacy Policy. Cloud9 may, but is not obligated to, offer the option for users to pay the Membership Fee in installments; such installments may be facilitated by third parties that are identified during Registration (“Installment Payment Provider”), subject to any regional limitations imposed by Cloud9 or Installment Payment Provider in their sole discretion. By opting to utilize any such installment option, you are expressly consenting to the terms of the terms of service, privacy policy, and other similar policies required by the applicable Installment Payment Provider, and you will be deemed to have read, acknowledge, and accepted each of those policies (which may be available on the Installment Payment Provider’s primary website). You acknowledge and agree that Cloud9 has no control over such third party terms and/or policies, that said service is offered entirely as a convenience to you, and that Cloud9 is not liable for any claims, causes of action, damages, or other liabilities related to your use of the applicable Installment Payment Provider’s service and/or caused by that Installment Payment Provider.

In the event a multi-installment Membership Fee payment plan is offered directly by Cloud9 without the facilitation by a third party, and you opt to utilize such a plan, it is your responsibility to provide Cloud9 with up-to-date payment information so that payments are not interrupted.

In the event you fail to make any timely Membership Fee payment (including any instance in which your previously provided payment information cannot be successfully processed by Cloud9 for any reason, and/or in any event you fail to pay an installment due to Installment Payment Provider) Cloud9 has the right to immediately suspend and/or terminate your Stratus Program membership in its sole discretion. You will remain liable to pay the Membership Fee payment(s) agreed to by you at the time of Registration.

Notwithstanding anything to the contrary, the applicable payment processes and/or payment processors may vary from jurisdiction to jurisdiction.

PRODUCTS OR SERVICES

Certain Products or Services may be made available exclusively through the Stratus Program. Products or Services that you receive through the Stratus Program are not eligible for returns or exchanges (except as expressly permitted in the MEMBERSHIP BENEFITS Section of these Terms of Service). We reserve the right, but are not obligated, to limit the availability of our Products or Services to any person, geographic region or jurisdiction. We reserve the right to limit the quantities of any Products or Services that we offer. All descriptions of Products are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any Product at any time. Any offer for any Product or Service made on this site is void where prohibited.

Any Products or Services that are identified as exclusive to Stratus Members may be designated by Cloud9 as non-exclusive at the end of the Subscription Period.

THE PRODUCTS AND/OR SERVICES ARE PROVIDED ON AN “AS IS” BASIS, AND BY USING THE PRODUCTS AND/OR SERVICES YOU SPECIFICALLY ACKNOWLEDGE AND WAIVE ANY CLAIM FOR FRUSTRATION OF PURPOSE, MUTUAL MISTAKE, UNILATERAL MISTAKE, AND IMPOSSIBILITY, AND YOU FURTHER ACKNOWLEDGE AND ACCEPT THE PRODUCTS AND SERVICES WITH ALL FAULTS AND WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES EITHER EXPRESS OR IMPLIED OF ANY KIND NATURE OR TYPE WHATSOEVER.

Billing and Payment. The price of the Products may be listed in U.S Dollars (\$) (USD) or whatever other currency Cloud9 decides to use. Cloud9 may, but shall not be obligated to list prices in Canadian currency. In the event that Cloud9 lists any price in Canadian currency that price shall be applicable to Canadian residents purchasing the Products only.

Sales Tax. For certain purchases made, Cloud9 is required to collect sales tax (including any applicable VAT tax, or GST/PST/HST in respect to Canadian residents). In states, provinces or regions that impose sales or use tax, a purchase is subject to tax unless specifically exempt. The purchaser is responsible for any applicable taxes not collected by Cloud9, and certain states require purchasers to file a sales/use tax return reporting taxable purchases for which tax was not collected by Cloud9 and to pay such tax. For details, see the website of, or otherwise contact, the applicable taxing authority. If any sales tax will be collected by Cloud9 in connection with a purchase, that amount will be shown either prior to the completion of any purchase or reflected in the final confirmation of that purchase. All other tax liability will be borne by you.

MEMBERSHIP BENEFITS

Stratus Members in good standing will be eligible to receive the following benefits during their Subscription Period, provided they are in good standing at the time the benefit is generally made available to Startups Members in good standing (the “Membership Benefits”). (For the avoidance of doubt, a Stratus Member who has failed to timely pay any portion for their Membership Fee, or who has breached any of these Terms, is not in good standing and will not receive any of these benefits.) The Membership Benefits provided to each Stratus Member are non-transferable, non-sublicensable and are subject to the limitations herein.

Membership Crate(s)

Stratus Members shall receive a “Welcome Crate” after the commencement of their Subscription Period. The “Welcome Crate” shall consist of: a Cloud9 branded jersey (exclusive to Stratus Members); a Stratus Program branded mousepad; select Cloud9 keycaps (exclusive to Stratus Members); a Cloud9 branded t-shirt and keychain; and a Stratus Program welcome packet). Cloud9 may substitute any goods in the Welcome Crate with goods that are substantially similar thereto.

Stratus Members will further receive “Mystery Crate” during the Subscription Period. A “Mystery Crate” shall mean a package containing certain limited edition apparel and/or merchandise, and/or digital codes for tangible or digital goods that are designed and/or branded and/or manufactured by Cloud9 and/or Cloud9 partners. (In addition to the limited edition Products, Cloud9 may also include Products that are not limited edition.) Mystery Crates shall be randomized between Stratus Members, such that certain Stratus Members may—but are not guaranteed—to receive an identical combination of Products. Cloud9 has the option, but is not obligated, to use the contact information submitted by you (including your email address) to avoid including Products in any Mystery Crate that are identical or substantially similar to Products that you previously purchased from Cloud9 using the same contact information; you acknowledge and agree that by providing Cloud9 with your contact information, you are granting Cloud9 permission to use your email address in connection with any such efforts Cloud9 makes to avoid duplication. You acknowledge and agree that you have no expectation of receiving any items in any Mystery Crate above and beyond what is stated herein, and that you are not paying a Membership Fee for the opportunity or chance to receive a particular item. The Mystery Crates and Welcome Crate may be referred to, collectively as the “Membership Crates”.

Membership Crate(s) will be shipped to Stratus Members during the Subscription Period at the shipping address provided by Stratus Member at the time of purchase. In the event you need to update your shipping address, please do so in your account with notice of such change at least forty (40) days before the shipment of the Membership Crate you wish to receive at your new shipping address. Any Membership Crate will be shipped by a third party carrier. As a result, title and risk of loss or damage for the Membership Crate(s) will pass to Stratus Members upon our delivery to the carrier.

In the event the Products within any Membership Crate received by you are defective, include Products in a size different than the size you selected at the time of Registration (as sizes are applicable), please contact Cloud9 at stratus@cloud9.gg within seven (7) days of receiving the Membership Crate to coordinate verification of the defect and/or improper sizing and initiate an exchange with Cloud9. You may be required to return the defective and/or improperly sized Products as directed by Cloud9. When available, Cloud9 will replace the defective and/or improperly sized Products with the identical product in the proper size. Please note that if you are a resident of Canada you may be required to pay additional customs duties or shipping costs related to the shipment of your replacement item. If said Products are not available, Cloud9 will provide replacement Products selected by Cloud9 in its sole and absolute discretion. In the event your Membership Crate arrives damaged and you believe it has caused damage to the Products inside, please contact Cloud9 using the contact information in the previous paragraph. Cloud9 has the option, but not the obligation, to replace Products that were damaged while in the possession of the third party carrier. Blemishes on the Membership Crate packaging (including the box or packaging itself) are not a basis to request an exchange. For clarity, any decisions to facilitate an exchange and/or replace any such Products in accordance with these Terms of Service will be determined by Cloud9 in its sole and absolute discretion.

You are expressly prohibited from re-selling any contents of any Membership Crates or other Products that may be made available to you in accordance with the Stratus Program.

Digital Membership Benefits

Stratus Members will further receive the opportunity to: access an exclusive Cloud9 Discord server; access a monthly Cloud9-produced video roundtable; access exclusive behind-the-scenes video content; access to a premium FACEIT membership; receive Cloud9 designed social media banners/headers; receive a follow-back from Twitter.com/Cloud9; and have access to other exclusive Cloud9 content that maybe be made available by Cloud9 in its sole discretion during the Subscription Period. Cloud9 may modify, replace, or otherwise change the Membership Benefits offered digitally during the Subscription Period, such as those stated in this section, in its sole and absolute discretion.

USE OF DISCORD SERVER

After your creation of a user account you may be granted access to a separate Discord server. You agree to maintain reasonable standards of cordiality, and refrain from posting anything obscene or infringing on the Discord server. Cloud9 reserves the right to remove you from the Discord server at any time.

MODIFICATIONS TO THE SERVICE AND PRICES

Prices and/or policies for paying the Membership Fee are subject to change by Cloud9 without notice provided, however, that you will not be required to pay any Membership Fee to Cloud9 for the Stratus Membership you purchase at the point-of-sale above and beyond that which you were notified in advance of such charge and expressly agreeing thereto. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, suspension or discontinuance of the Service.

We have the option, but not the obligation, to use reasonable means to verify the accuracy of information submitted by you in connection with your use of the Stratus Program, as determined by us in our sole discretion.

REGISTRATION FOR CERTAIN SERVICES

You may be asked to register for certain additional activities in connection with the Services. When you register or provide any information in connection with the Services, you agree to provide accurate, current, and complete information about yourself as requested or directed and to promptly update this information to maintain its accuracy. Cloud9 has the right to suspend or terminate any account or other registration and to refuse any and all current or future use if it

suspects that such information is inaccurate or incomplete. You are responsible for maintaining the confidentiality of any password and username that you are given or select, and you are responsible for all activities—known or unknown by you—that occur under your password or account .

PROHIBITED CONTENT AND ACTIVITIES

You may not use our Service for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction or in the state of California. For example, you may not:

- Impersonate any person or falsely state or otherwise misrepresent your credentials, or affiliation with any person.
- Transmit any worms or viruses or any code of a destructive nature.
- Solicit, collect, transmit, store, or otherwise make available private information of any third party including, without limitation, telephone numbers, addresses, last names, etc.
- Engage in any other conduct (i) that restricts or inhibits any person from using or enjoying the Services, or that, in our sole judgment, exposes us, users, our vendors, or any other third party to any liability, damages, or detriment of any type, or (ii) that infringes on the rights of any of the foregoing individuals or entities.
- Use or attempt to use another's information, account, password, service, or system except as expressly permitted.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the Service is provided, without express written permission by us.

Violations of system or network security and certain other conduct may result in civil or criminal liability. We may investigate and work with law enforcement authorities to prosecute users who violate the Terms of Service. We may suspend or terminate your access to the Services for any or no reason at any time without notice.

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site, its content or the Services: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit fraudulent, false or misleading information, including information related to your location; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with

or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on the website is not accurate, complete or current. The material on the website is provided for general information only, and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the materials in the Stratus Program, including those provided as Membership Benefits, is at your own risk.

The website may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of the website at any time, but we have no obligation to update any information on our website. You agree that it is your responsibility to monitor changes to our website.

INTELLECTUAL PROPERTY

Certain areas of the Services may enable you to post comments, send emails, or otherwise post, publish, submit, transmit, upload, send, or otherwise provide information to us. You remain fully responsible for the content and other materials that you provide to us or others in connection with the Services, including without limitation information, photographs, designs, or other materials ("User Content"). You agree not to provide User Content that:

- Infringes on, misappropriates, or otherwise violates the copyright, trademark, patent, or other intellectual property right of any third party;
- Is false, misleading, libelous, slanderous, defamatory, obscene, abusive, hateful, threatening, harassing, or sexually-explicit;
- Violates a person's right to privacy or publicity;
- Contains advertising or a solicitation of any kind;
- Exploits, harms, personally attacks (personal attacks include, but are not limited to, defamatory, sexual and/or sexually implicit remarks) or impersonates any person or entity;
- Degrades others on the basis of gender, race, class, ethnicity, national origin, religion, sexual preference, orientation or identity, disability, or other classification;
- Transmits, stores, or otherwise makes available a virus, trojan horse, worm, time bomb, spyware, bot, or other harmful or deleterious programming routine;
- Transmits, stores, or otherwise makes available material which contains any material of a commercial nature, including but not limited to advertising, promotions, "junk mail," "spam," "pyramid schemes," "chain letters," or solicitation of any kind;
- Transmits, stores, or otherwise makes available material which is irrelevant to the subject matter of the Services;

- Contains epithets or other language or material intended to intimidate or to incite violence; or
- Violates any applicable local, state, national, or international law, or advocates illegal activity.

We also, to the extent permitted or required by law, provided that you are not a Canadian resident, have the right to disclose your identity to any third party who is claiming that any User Content you provide us or others in connection with the Services constitutes a violation of the third party's intellectual property rights, of the third party's right to privacy, or of any other applicable local, state, national, or international law.

The Services may also offer opportunities for you to transmit User Content and access certain benefits via third party social networking websites and products ("Third Party Social Networking Features"). Any use of Third Party Social Networking Features is subject to the then current terms of use of the applicable third party website or product (which may include, without limitation, and as each are applicable, Discord, FACEIT, and Twitter) and not these Terms of Service, unless you are notified otherwise, in which case the terms and conditions set forth in such notification will apply.

If the Services permit you to provide us User Content, you may only provide User Content that is original and that you have the right to provide. By providing us User Content, you grant us a royalty-free, irrevocable, perpetual, non-exclusive, worldwide, fully sub-licensable, transferable, license to publish, reproduce, distribute, transmit, display, perform, edit, adapt, modify, translate, create derivative works of, sell, offer for sale, export, and otherwise use and exploit your User Content (or any portion thereof) in any way that we want and in any form, media, or technology now known or later developed. You hereby waive any moral rights you may have in your User Content to the extent permitted by applicable law. You represent that you have obtained all necessary permissions from any person or entity identified in or implicated by your submission (including those shown in photographic or video content), and, in the case of minors, also from their parents or legal guardians, as appropriate.

By providing your User Content to us, you agree to these Terms of Service. If you do not want to grant us permission to use your User Content in accordance with these Terms of Service, do not provide it to us on our Services.

The obligations that you have to us under these Terms of Service shall survive termination of the Services, any use by you of the Services, any User Content on the Services, or these Terms of Service in perpetuity. You shall not continue to post any User Content that we have previously advised you not to post.

You acknowledge that by submitting your User Content, no confidential, fiduciary, contractually implied, or other relationship is created between you and us or between you and any of our third-party providers other than as expressly set forth in these Terms of Service. You acknowledge that we are not responsible for, and cannot and does not guarantee, the accuracy, completeness, or reliability of information in any User Content. You are solely responsible for your interactions

with other users of the Services. You may use various features (e.g., the "Flag" within comments sections) to report violations within the User Content. We reserve the right, but have no obligation, to monitor disputes between you and other users.

OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control or input. You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through the site is entirely at your own risk, and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s). We may also, in the future, offer new services and/or features through the Stratus Program (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, "Comments"), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

WE DO NOT GUARANTEE, REPRESENT OR WARRANT THAT YOUR USE OF OUR SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.

WE DO NOT WARRANT THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE.

YOU AGREE THAT FROM TIME TO TIME WE MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME OR CANCEL THE SERVICE AT ANY TIME, WITHOUT NOTICE TO YOU.

YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE AND ALL PRODUCTS AND

SERVICES DELIVERED TO YOU THROUGH THE SERVICE ARE (EXCEPT AS EXPRESSLY STATED BY US) PROVIDED 'AS IS' AND 'AS AVAILABLE' FOR YOUR USE, WITHOUT ANY REPRESENTATION, WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, AND NON-INFRINGEMENT.

IN NO CASE SHALL CLOUD9, OUR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, INTERNS, SUPPLIERS, SERVICE PROVIDERS OR LICENSORS BE LIABLE FOR ANY INJURY, LOSS, CLAIM, OR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOSS OF DATA, REPLACEMENT COSTS, OR ANY SIMILAR DAMAGES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING FROM YOUR USE OF ANY OF THE SERVICE OR ANY PRODUCTS PROCURED USING THE SERVICE, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SERVICE OR ANY PRODUCT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE SERVICE OR ANY CONTENT (OR PRODUCT) POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE, EVEN IF ADVISED OF THEIR POSSIBILITY. BECAUSE SOME STATES, PROVINCES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless Cloud9 and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach or alleged breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until (i) terminated by either you or us, or (ii) when your membership expires. Your membership shall expire upon completion of the Subscription Period for which you have agreed to pay the Membership Fee. You may terminate these Terms of Service at any time by cancelling your membership via stratus@cloud9.gg and stating that you wish to terminate these Terms of Service; in the event you terminate these Terms of Service early, you shall still remain responsible to pay the entire Membership Fee, you will lose all access to your Membership Benefits, and your account may be invalidated by Cloud9.

If in our sole judgment you fail to comply with any term or provision of these Terms of Service (including by failure to pay any part of your Membership Fee), we may terminate these Terms of Service and you will remain liable for the Membership Fee you agreed to pay at the time of Registration.

We also may terminate this agreement at any time without notice, and without cause (i.e., when you have not failed, nor are you suspected to have failed, to comply with these Terms of Service) in which case you will remain liable for only a "Pro Rated Membership Fee" (defined below); and/or accordingly may deny you access to our Services (or any part thereof). The "Prorated Membership Fee" shall mean the greater of: (i) the prorated amount of the Membership Fee calculated based on the number of days in the Subscription Period for which the applicable membership was active; and/or (ii) the prorated amount of the Membership Fee calculated based on the aggregate number of Welcome Crate and Mystery Crates shipped to the Stratus Member before termination; and/or (iii) the total estimated retail value of all tangible and digital goods that were shipped to the Stratus Member in all Welcome Crate and Mystery Crates.

ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to the Services constitutes the entire agreement and understanding between you and us with respect to the benefits to which you are entitled and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of California. **You agree to the personal and exclusive jurisdiction of the courts of California to resolve any dispute arising from Terms of Service. Notwithstanding the foregoing you agree that Cloud9 may apply for injunctive or equitable relief in respect to a breach or threatened breach of these Terms of Service in any court of competent jurisdiction.**

CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

CONTACT INFORMATION/DMCA NOTIFICATION

Questions about the Terms of Service should be sent to us at stratus@cloud9.gg.

Cloud9's designated agent for notice of claims of copyright is:

Cloud9 Esports Inc.
ATTN: DMCA
2720 Neilson Way
Suite 5697
Santa Monica, CA 90409
Phone Number: (424) 256 8391
Email: stratus@cloud9.gg