

THE HONORABLE THOMAS S. ZILLY

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON

BUNGIE, INC., a Delaware corporation,

Plaintiff

v.

AIMJUNKIES.COM, a business of unknown
classification; PHOENIX DIGITAL GROUP
LLC, an Arizona limited liability company;
JEFFREY CONWAY, an individual; DAVID
SCHAEFER, an individual; JORDAN GREEN,
an individual; and JAMES MAY, an individual,

Defendants.

Cause No. 2:21-cv-0811 TSZ

**DEFENDANTS' ANSWER AND
COUNTERCLAIMS**

Defendants, by and through their undersigned counsel, hereby hereby answer
Plaintiff's First Amended Complaint as follows:

INTRODUCTION

1. Defendants are without knowledge or information sufficient to form a belief as
to the truth of the allegations of Paragraph 1 and therefore deny those allegations.

2. Admitted that Defendants David Schaefer, Jeffrey Conway, and Jordan Green
at one time were at one time members of Defendant Phoenix Digital Group LLC ("Phoenix
Digital") and that at one time Phoenix Digital operated the website AimJunkies.com.
Otherwise Denied. Specifically denied that Defendants ever "copied Bungie's data structures
for Destiny 2 and reverse-engineered other components of Destiny 2's software code to
develop cheat software."

3. Denied.

4. Admitted that at one time Phoenix Digital had three managing members: David Schaefer, Jeffrey Conway, and Jordan Green. Otherwise Denied.

5. Admitted that Defendant David Schaefer is a Director, Officer, and managing member of Phoenix Digital. Otherwise Denied.

6. Admitted that Defendant Jefferey Conway was at one time a managing member of Phoenix Digital. Otherwise Denied.

7. Defendants are not aware of who “Defendant James Green” is and therefore deny the allegations of paragraph 7.

8. Denied.

9. Denied.

10. Denied.

11. Admitted that Bungie brings this action against Defendants but Denied that any of Bungie's claims have merit.

PARTIES

12. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 12 and therefore deny those allegations.

13. Denied.

14. Admitted.

15. Admitted.

16. Admitted that Defendant Jordan Green is a managing member of Phoenix Digital. Denied that he lives at 2839 SW Dickinson Street, Portland, Oregon, 97219.

17. Admitted that Jeffrey Conway was a managing member of Phoenix Digital with a mailing address of 8837 W. Vernon, Phoenix, Arizona, 85037. Otherwise Denied.

18. Admitted.

JURISDICTION AND VENUE

19. Admitted that this Court has subject matter jurisdiction over the claims asserted in the First Amended Complaint but Denied that any of those claims has merit.

20. Denied.

21. Denied.

22. Denied.

23. Denied.

FACTS AND BACKGROUND

24. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 24 and therefore deny those allegations.

25. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 25 and therefore deny those allegations.

26. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 26 and therefore deny those allegations.

27. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 27 and therefore deny those allegations.

28. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 28 and therefore deny those allegations.

29. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 29 and therefore deny those allegations.

30. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 30 and therefore deny those allegations.

31. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 21 and therefore deny those allegations.

32. Denied.

33. Denied.

34. Denied.

1 35. Admitted that software, such as that distributed by Plaintiff Bungie, Inc. may
2 be used to surreptitiously install malware and other harmful software on the computers of
3 those who play Destiny 2. Otherwise Defendants are without knowledge or information
4 sufficient to form a belief as to the truth of the allegations of Paragraph 35 and therefore deny
5 those allegations. Specifically denied that any software or other product distributed by
6 Defendants performs any such function.

7 36. Defendants are without knowledge or information sufficient to form a belief as
8 to the truth of the allegations of Paragraph 36 and therefore deny those allegations.

9 37. Defendants are without knowledge or information sufficient to form a belief as
10 to the truth of the allegations of Paragraph 37 and therefore deny those allegations.

11 38. Defendants are without knowledge or information sufficient to form a belief as
12 to the truth of the allegations of Paragraph 38 and therefore deny those allegations.

13 39. Defendants are without knowledge or information sufficient to form a belief as
14 to the truth of the allegations of Paragraph 39 and therefore deny those allegations.

15 40. Defendants are without knowledge or information sufficient to form a belief as
16 to the truth of the allegations of Paragraph 40 and therefore deny those allegations.

17 41. Defendants are without knowledge or information sufficient to form a belief as
18 to the truth of the allegations of Paragraph 41 and therefore deny those allegations.

19 42. Defendants are without knowledge or information sufficient to form a belief as
20 to the truth of the allegations of Paragraph 42 and therefore deny those allegations.

21 43. Defendants are without knowledge or information sufficient to form a belief as
22 to the truth of the allegations of Paragraph 43 and therefore deny those allegations.

23 44. Defendants are without knowledge or information sufficient to form a belief as
24 to the truth of the allegations of Paragraph 44 and therefore deny those allegations.

25 45. Defendants are without knowledge or information sufficient to form a belief as
26 to the truth of the allegations of Paragraph 45 and therefore deny those allegations.
27
28

1 46. Defendants are without knowledge or information sufficient to form a belief as
2 to the truth of the allegations of Paragraph 46 and therefore deny those allegations.

3 47. Defendants are without knowledge or information sufficient to form a belief as
4 to the truth of the allegations of Paragraph 47 and therefore deny those allegations.

5 48. Denied.

6 49. Denied.

7 50. Denied.

8 51. Denied.

9 52. Denied.

10 53. Defendants are without knowledge or information sufficient to form a belief as
11 to the truth of the allegations of Paragraph 53 and therefore deny those allegations.

12 54. Defendants are without knowledge or information sufficient to form a belief as
13 to the truth of the allegations of Paragraph 54 and therefore deny those allegations.

14 55. Denied.

15 56. Defendants are without knowledge or information sufficient to form a belief as
16 to the truth of the allegations of Paragraph 56 and therefore deny those allegations.

17 57. Defendants are without knowledge or information sufficient to form a belief as
18 to the truth of the allegations of Paragraph 57 and therefore deny those allegations.

19 58. Defendants are without knowledge or information sufficient to form a belief as
20 to the truth of the allegations of Paragraph 54 and therefore deny those allegations.

21 59. Denied.

22 60. Denied.

23 61. Denied.

24 62. Admitted that the Aimjunkies website was acquired by Phoenix Digital in or
25 around June 2016. Denied that Defendant Phoenix Digital, and its three managing members,
26 Mr. Schaefer, Mr. Conway and Mr. Green presently own and control AimJunkies.

27 63. Denied.

64. Denied.

65. Denied.

66. Denied.

67. Denied.

68. Denied.

69. Denied.

70. Denied.

71. Denied.

72. Denied.

73. Denied.

74. Denied that Mr. May, “has also used and been involved in the development of Defendants’ Destiny 2 cheat software.” As to the remaining allegations of this paragraph, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 74 and therefore deny those allegations.

75. Denied.

76. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 76 and therefore deny those allegations.

77. Denied.

78. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 78 and therefore deny those allegations.

79. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 79 and therefore deny those allegations.

80. Denied.

81. Admitted. Denied that the ESP feature infringes any legitimate right of Bungie.

82. Denied.

83. Denied.

1 84. Admitted.

2 85. Denied.

3 86. Admitted, but denied that the “AIMBOT” feature infringes any legitimate right
4 of Bungie.

5 87. Denied.

6 88. Denied.

7 89. Admitted but denied that the “OPK” feature infringes any legitimate right of
8 Bungie.

9 90. Denied.

10 91. Denied.

11 92. Defendants are without knowledge or information sufficient to form a belief as
12 to the truth of the allegations of Paragraph 92 and therefore deny those allegations.

13 93. Denied.

14 94. Admitted but denied that this infringes any legitimate right of Bungie.

15 95. Denied.

16 96. Defendants are without knowledge or information sufficient to form a belief as
17 to the truth of the allegations of Paragraph 96 and therefore deny those allegations.

18 97. Denied.

19 98. Denied. Specifically Denied that Defendants have at any time after December
20 10, 202 offered or otherwise distributed the products at issue here.

21 99. Denied.

22 100. Admitted that Aimjunkies is no longer owned or controlled by any of the
23 Defendants. Otherwise Denied.

24
25 **FIRST CAUSE OF ACTION**
26 **(Copyright Infringement, 17 U.S.C. § 501, et seq. -- Against All Defendants)**
27
28

101. Admitted that Bungie repeats, realleges, and incorporates herein by reference the allegations in the foregoing paragraphs as if fully set forth herein. Unless as specifically admitted above, Denied that those allegations have merit.

102. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 102 and therefore deny those allegations.

103. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 103 and therefore deny those allegations.

104. Denied.

105. Denied.

106. Denied.

107. Denied.

108. Denied.

109. Denied.

110. Denied.

111. Denied.

112. Denied.

113. Denied.

114. Denied.

SECOND CAUSE OF ACTION

(Trademark Infringement, 15 U.S.C. § 1114 -- Against AimJunkies.com, Phoenix Digital Group LLC, David Schaefer, Jordan Green, and Jeffrey Conway)

115. Admitted that Bungie repeats, realleges, and incorporates herein by reference the allegations in the foregoing paragraphs as if fully set forth herein. Unless as specifically admitted above, Denied that those allegations have merit.

116. Denied.

117. Denied.

118. Denied.

119. Denied.

120. Denied.

121. Denied.

122. Denied.

123. Denied.

124. Denied.

THIRD CAUSE OF ACTION

(False Designation of Origin, 15 U.S.C. § 1125(a) -- Against The Phoenix Digital Defendants)

125. Admitted that Bungie repeats, realleges, and incorporates herein by reference the allegations in the foregoing paragraphs as if fully set forth herein. Unless as specifically admitted above, Denied that those allegations have merit.

126. Denied.

127. Denied.

128. Denied.

129. Denied.

130. Denied.

131. Denied.

AFFIRMATIVE DEFENSES

1. Plaintiff's Amended Complaint fails to state claims for which relief may be granted.

2. Plaintiff's claims for copyright infringement as set out hereon are barred under the clear holding of the Ninth Circuit Court of Appeals in *MDY Industries, LLC v. Blizzard Entertainment, Inc.*, 629 F.3d 928 (9th Cir. 2010), that, *as a matter of law*, alleged breaches of covenants in a copyright license are *not* acts of copyright infringement.

3. Plaintiff's claims for copyright infringement as set out herein are barred under the clear holding of the Ninth Circuit Court of Appeals in *Lewis Galoob Toys, Inc. v.*

1 *Nintendo of America*, 964 F.2d 965 (9th Cir. 1992) that, *as a matter of law*, the use of
2 software resident on the computer of a game player to enhance the player's performance of
3 the game does *not* unlawfully create a "derivative work" or otherwise infringe a copyright.

4 4. All claims for "statutory damages," "enhanced damages," "attorneys' fees" or
5 other relief under 17 U.S.C. §§ 505, 505 are barred under 17 U.S.C. §§ 412 and the clear
6 holding of the Ninth Circuit Court of Appeals in *Derek Andrew, Inc. v. Poof Apparel Corp.*,
7 528 F.3d 696 (9th Cir. 2008) that, "to recover statutory damages, the copyrighted work must
8 have been registered prior to commencement of the infringement," and that, "the first act of
9 infringement in a series of ongoing infringements of the same kind marks the commencement
10 of one continuing infringement under § 412."

11 5. All use by Defendants of the "DESTINY Marks" as alleged herein was a
12 nominative or descriptive "fair use" of the marks given that such use was only to refer,
13 accurately, to the actual products of Plaintiff Bungie, Inc., and/or to describe, accurately and
14 truthfully, what the products at issue here do.

15 6. Plaintiff's claims are barred by the doctrine of unclean hands in that they are
16 based on information illegally and unlawfully obtained by Bungie, Inc., through the
17 unauthorized, clandestine accessing and downloading of information contained in private files
18 on the personal computer of Defendant James May.

19 7. Plaintiff's claims are barred by the doctrine of unclean hands in that they are
20 based on information illegally and unlawfully obtained by Bungie, Inc., through breach of the
21 Terms of Service of Defendant Phoenix Digital Group LLC.

22 8. Plaintiff is precluded from recovering any damages that could have been
23 avoided through the exercise of reasonable care and due diligence.

COUNTERCLAIMS

First Counterclaim of James May For Unauthorized Access With Intent To Defraud 18 U.S.C. § 1030(a)(4)

For his counterclaims, Defendant James May (“Mr. May”) alleges as follows:

1. Mr. May incorporates by reference the responses contained in paragraphs 1-131 of Defendants’ Answer, and paragraphs 1-8 of Defendants’ Affirmative Defenses, as if fully set forth herein.

2. At all relevant times, Mr. May has maintained, used and operated at his home a personal computer on which personal, private and confidential information is stored and maintained in one or more files contained on his personal computer’s hard drive.

3. Mr. May protects access to the files on his personal computer by requiring the use of one or more passwords, known only to him, to gain access to the files on his personal computer’s hard drive. In addition, Mr. May includes a firewall on his computer to deter and prevent unauthorized access to his computer and the files and data contained thereon.

4. In approximately October or November, 2019, Mr. May accepted the terms of the “Limited Software License Agreement” (“LSLA”) then utilized by Counterclaim Defendant Bungie, Inc., to receive access to the Destiny 2 game offered by Bungie, Inc.

5. A copy of the LSLA that governed at all relevant times herein is attached as Exhibit A. A copy of that LSLA that governed at all relevant times herein is also attached as Exhibit 6 (Dkt. #34-1, pp 18-27) to the Amended Complaint filed May 19, 2022 (Dkt. #34-1).

6. The LSLA in effect at all relevant times does not provide Bungie, Inc. with authorization to surreptitiously access files on Mr. May’s personal computer and/or download information from those files without the direct knowledge and express authorization of Mr. May.

7. On several occasions between October 2, 2019 and May 25, 2021 Bungie, Inc., without the knowledge and authorization of Mr. May accessed and obtained information from personal files contained on Mr. Mays’ personal computer.

8. Attached as Exhibit B is Bungie Production Document BUNGIE_WDWA_0000409, which Bungie, Inc., has produced in the course of this litigation. Exhibit B evidences some one-hundred and four (104) instances in which Bungie, Inc., without the knowledge of, and authorization by, Mr. May accessed Mr. May's personal computer and downloaded information from it. "Column C" of Exhibit B entitled "Evidence" contains multiple listings that identify computer files contained only on Mr. May's computer. Such listings are expressly identified, for example, with the location, "c:\users\james\desktop\reclass\blah64.exe (4D09FFB3B8CFE53A8250D1A112C4CDE3)" which, in fact, is a private file on the "c" drive of Mr. May's computer.

9. On information and belief, Bungie, Inc. has conducted further unauthorized and clandestine surveillance of private records on the personal computer of Mr. May. Such surveillance was conducted without the knowledge of, and permission of, Mr. May.

10. Upon information and belief, Bungie, Inc., after fraudulently accessing Mr. May's personal computer, used the information obtained in order to conduct further surveillance on parties that include, but are not limited to, Phoenix Digital and its principals.

11. Bungie, Inc.'s unauthorized access of Mr. May's confidential and private computer files has caused and will continue to cause Mr. May irreparable injury and damage.

12. Bungie, Inc.'s activities constitute unauthorized access with intent to defraud in violation of the Computer Fraud and Abuse Act, 18 U.S.C. § 1030(a)(4).

13. Bungie, Inc.'s conduct is intentional, malicious and willful.

14. Mr. May is entitled to appropriate relief as prayed for hereinafter, including injunctive relief and damages.

Second Counterclaim of James May For Theft Of Computer Data 18 U.S.C. § 1030(a)(2)(C)

15. Mr. May reasserts and incorporates the allegations set forth in counterclaim paragraphs 1-14 above as though set forth fully herein.

1 16. Mr. May protects the files and data on his personal computer through such
2 technological means as the use of passwords and firewalls to preclude unauthorized access to
3 the data, files and records thereon.

4 17. Bungie, Inc.'s unauthorized infiltration of Mr. May's personal computer and its
5 unauthorized surveillance and acquisition of the personal records contained therein has caused
6 and will continue to cause Mr. May irreparable injury and damage.

7 18. Bungie, Inc.'s activities constitute theft of computer data in violation of the
8 Computer Fraud and Abuse Act, 18 U.S.C. § 1030(2)(C).

9 19. Bungie, Inc.'s conduct is intentional, malicious and willful.

10 20. Mr. May is entitled to appropriate relief as prayed for hereinafter, including
11 injunctive relief and damages.

12 **Third Counterclaim of James May For Unauthorized Access**
13 **18 U.S.C. § 1030(a)(5)(C)**

14 21. Mr. May reasserts and incorporates the allegations set forth in counterclaim
15 paragraphs 1-20 above as though set forth fully herein.

16 22. Mr. May protects the files and data on his personal computer through such
17 technological means as the use of passwords and firewalls to preclude unauthorized access to
18 the data, files and records thereon.

19 23. Bungie, Inc.'s unauthorized infiltration of Mr. May's personal computer and its
20 unauthorized surveillance and acquisition of the personal records contained therein has caused
21 and will continue to cause Mr. May irreparable injury and damage.

22 24. Bungie, Inc.'s activities constitute unauthorized access in violation of the
23 Computer Fraud and Abuse Act, 18 U.S.C. § 1030(5)(C).

24 25. Bungie, Inc.'s conduct is intentional, malicious and willful.

25 26. Mr. May is entitled to appropriate relief as prayed for hereinafter, including
26 injunctive relief and damages.

**Fourth Counterclaim of James May For Circumvention of
Technological Measures, (17 U.S.C. § 1201(a))**

27. Mr. May reasserts and incorporates the allegations set forth in counterclaim paragraphs 1-26 above as though set forth fully herein.

28. On information and belief, Bungie bypassed, removed, deactivated, and/or impaired one or more of the technological measures Mr. May employed to control access to his computer(s) and the files and data contained thereon without the authority of Mr. May.

29. As a direct result of Bungie's circumvention, Mr. May has been injured, and will continue to be injured.

30. Bungie's actions were and are willful.

31. Bungie's conduct has caused irreparable harm to Mr. May, and, unless enjoined, will cause further irreparable harm for which Mr. May has no adequate remedy at law.

32. Mr. May is entitled to the relief provided by 17 U.S.C. § 1203, including, but not limited to, injunctive relief, an order for the impounding, modification, or destruction of any device or product in Bungie's custody or control involved in the circumvention of Mr. May's technological measures, actual damages and Defendants' profits or statutory damages, and Mr. May's costs and attorneys' fees.

First Counterclaim of Phoenix Digital Group LLC For Breach Of Contract

For its counterclaims, Defendant Phoenix Digital Group LLC ("Phoenix Digital") alleges as follows:

33. In order to gain access to the "cheat software" products at issue here, subscribers to any of the products offered by Phoenix Digital through the "Aimjunkies" website must agree to the Terms of Service required by Phoenix Digital. A true and correct copy of these Terms of Service are attached hereto as Exhibit C.

1 34. Under the terms of the Phoenix Digital Terms of Service, persons obtaining the
2 “cheat software” products at issue here agree, among other things, not to decompile, reverse
3 engineer or otherwise inspect the internal workings of the software.

4 35. Among other things, the Phoenix Digital Terms of Service provide that, “By
5 accessing our website, you are agreeing to our Terms of Service and Privacy Policy.

6 36. The Phoenix Digital Terms of Service further provide that, “By making a
7 purchase through this website, you agree to the following: [specified terms].”

8 37. Among the specified terms to which such purchasers agree are agreements
9 that, “You shall not modify, hack, decompile, disassemble, reverse engineer, derive source
10 code, or create derivative works of our software, in part or in whole. You shall not transmit
11 our software or display the software’s object code on any computer screen or to make any
12 hard copy memory dumps of the software’s object code.”

13 38. Upon information and belief, Bungie, Inc., on or about January 3, 2020
14 obtained access to the “cheat software” at issue here. In particular, on or about January 3,
15 2020 a purchaser using the name, “Martin Zeniu” obtained a license through the aimjunkies
16 website to use the “cheat software” at issue here.

17 39. Upon information and belief, “Martin Zeniu” is an alias used by an employee
18 or agent of Bungie, Inc., to obtain access to the “cheat software” at issue here.

19 40. Upon information and belief, Bungie, Inc., decompiled, reverse engineered and
20 otherwise inspected the internal workings of the “cheat software” product obtained from the
21 aimjunkies website by “Martin Zeniu” on or about January 3, 2020, in breach of the Phoenix
22 Digital Terms of Service to which Bungie, Inc., had agreed.

23 41. Bungie, Inc.’s decompilation, reverse engineering and inspection of the
24 internal workings of the “cheat software” products at issue here constitutes a breach of the
25 Phoenix Digital Terms of Service.

26 42. Bungie’s breach of the express terms of the Phoenix Digital Terms of Service
27 has caused and is continuing to cause harm and damage to Phoenix Digital.
28

**Second Counterclaim of Phoenix Digital For Circumvention of
Technological Measures, (17 U.S.C. § 1201(a))**

43. Phoenix Digital reasserts and incorporates the allegations set forth in counterclaim paragraphs 33-42 above as though set forth fully herein.

44. On information and belief, Bungie bypassed, removed, deactivated, and/or impaired one or more of the technological measures Phoenix Digital employed to control access to its proprietary programs it uses to distribute the “cheat software” at issue here.

45. In particular, Bungie, without the authorization of Phoenix Digital, improperly gained access to loader software used by Phoenix Digital to distribute the “cheat software” at issue here to its customers. In doing so, Bungie defeated and compromised technological measures implemented by Phoenix Digital to preclude access to its loader software.

46. As a direct result of Bungie’s circumvention, Phoenix Digital has been injured, and will continue to be injured.

47. Bungie’s actions were and are willful.

48. Bungie’s conduct has caused irreparable harm to Phoenix Digital, and, unless enjoined, will cause further irreparable harm for which Phoenix Digital has no adequate remedy at law.

49. Phoenix Digital is entitled to the relief provided by 17 U.S.C. § 1203, including, but not limited to, injunctive relief, an order for the impounding, modification, or destruction of any device or product in Bungie’s custody or control involved in the circumvention of Phoenix Digital’s technological measures, actual damages and Defendants’ profits or statutory damages, and Phoenix Digital’s costs and attorneys’ fees.

JURY DEMAND

Pursuant to Federal Rule of Civil Procedure 38(b), Counterclaim-Plaintiffs James May and Phoenix Digital Group LLC each demand a trial by jury as to all issues so triable in this action.

PRAYER FOR RELIEF

WHEREFORE, Counter-Claim Plaintiffs Phoenix Digital and James May pray for the following relief:

A. That judgment be entered in Phoenix Digital and Mr. May's favor against Bungie on all their counterclaims.

B. That Bungie and its officers, agents, representatives, servants, employees, heirs, successors, and assigns, and all others in active concert or participation with Bungie be preliminarily and permanently enjoined from:

(1) Acquiring access to the private computers, computer files of Phoenix Digital and Mr. May and data contained thereon or therein;

(2) Inducing, or enabling others to access the private computers, computer files of Phoenix Digital and Mr. May and data contained thereon or therein;

(3) Circumventing the technological measures used by Phoenix Digital and Mr. May to prevent access to the private computers, computer files of Phoenix Digital and Mr. May and data contained thereon or therein;

(4) Inducing, or enabling others to circumvent the technological measures used by Phoenix Digital and Mr. May to prevent access to the private computers, computer files of Phoenix Digital and Mr. May and data contained thereon or therein; and

(5) Aiding or assisting another person or entity in any of the activities described in (1) - (4).

C. An order requiring that Bungie immediately transfer copies of any and all files, records, data or other information obtained from the private computers, computer files of Phoenix Digital and Mr. May and data contained thereon or therein;

D. An order requiring that Bungie then destroy all copies of any and all files, records, data or other information obtained from the private computers, computer files of Phoenix Digital and Mr. May and data contained thereon or therein in their possession or control;

1 E. An award to Phoenix Digital and Mr. May of restitution and damages,
2 including but not limited to compensatory, statutory (including enhanced statutory damages
3 for willful infringement), punitive damages, and all other damages permitted by law;

4 F. That Phoenix Digital and Mr. May be awarded pre-judgment and post-
5 judgment interest on all damages awarded against Bungie;

6 G. An award to Phoenix Digital and Mr. May of their costs incurred in this suit as
7 well as reasonable attorneys' fees; and

8 H. For such other relief as the Court deems just and proper.

9 Dated September 16, 2022.

10 /s/ Philip P. Mann

11 Philip P. Mann, WSBA No: 28860

12 **Mann Law Group PLLC**

13 403 Madison Ave. N. Ste. 240

14 Bainbridge Island, Washington 98110

15 Phone (206) 436-0900

16 phil@mannlawgroup.com

17 Attorneys for Defendants

COUNTERCLAIM EXHIBIT A

Case No. 2:21-cv-0811 TSZ

Limited Software License Agreement (Last updated March 6, 2020)

For all purposes, this English language version of this Agreement shall be the original, governing instrument and understanding of the parties. In the event of any conflict between this English language version of the Agreement and any subsequent translation into any other language, this English language version shall govern and control.

IMPORTANT NOTICE FOR RESIDENTS IN NORTH AMERICA ONLY: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED BELOW.
SOFTWARE LICENSE AGREEMENT

USE OF THIS SOFTWARE PROGRAM (AND ANY PATCHES AND UPDATES), INCLUDING BUT NOT LIMITED TO ANY TITLES, COMPUTER CODE, THEMES, OBJECTS, CHARACTERS, CHARACTER NAMES, STORIES, DIALOG, CATCH PHRASES, LOCATIONS, CONCEPTS, ARTWORK, ANIMATION, SOUNDS, MUSICAL COMPOSITIONS, AUDIO-VISUAL EFFECTS, METHODS OF OPERATION, MORAL RIGHTS AND ANY RELATED DOCUMENTATION INCORPORATED INTO THIS SOFTWARE PROGRAM, THE ASSOCIATED MEDIA, PRINTED MATERIALS, AND/OR ONLINE OR ELECTRONIC DOCUMENTATION (COLLECTIVELY, THE “PROGRAM”) IS SUBJECT TO THIS SOFTWARE LICENSE AGREEMENT (THIS “AGREEMENT”). IF YOU ARE UNDER THE AGE OF MAJORITY IN YOUR JURISDICTION OR EIGHTEEN (18) YEARS OF AGE, WHICHEVER IS OLDER, PLEASE ASK YOUR PARENT OR GUARDIAN TO READ AND ACCEPT THIS AGREEMENT ON YOUR BEHALF BEFORE YOU USE THE PROGRAM. BY OPENING THIS PACKAGE, DOWNLOADING, INSTALLING, AND/OR USING THE PROGRAM, YOU ACCEPT THE TERMS OF THIS AGREEMENT BETWEEN YOU AND BUNGIE, INC. (“BUNGIE”). IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU ARE NOT PERMITTED TO INSTALL, COPY, OR USE THE PROGRAM. IF YOU WISH TO REJECT THE TERMS OF THIS AGREEMENT, YOU MUST NOT INSTALL, COPY, OR USE THE PROGRAM.

BUNGIE’S PRIVACY POLICY AVAILABLE AT <http://www.bungie.net/en/View/bungie/privacy> SHALL BE DEEMED TO BE PART OF THE “AGREEMENT” ACCEPTED AND AGREED TO BY YOU AND THE TERMS OF SUCH ARE INCORPORATED HEREIN BY REFERENCE.

FOR RESIDENTS OUTSIDE NORTH AMERICA: IF YOU (OR, IF APPLICABLE, YOUR PARENT OR GUARDIAN) DO NOT AGREE TO THIS AGREEMENT, THEN YOU MUST NOT USE OR ACCESS THE PROGRAM OR ANY PART THEREOF. BY

“CLICKING TO ACCEPT,” YOU REPRESENT AND WARRANT THAT YOU ARE A “NATURAL PERSON” WHO IS OVER THE AGE OF EIGHTEEN (18) OR WHOSE LEGAL GUARDIAN HAS ACCEPTED AND AGREED TO THIS AGREEMENT. IF YOU REJECT THIS AGREEMENT, YOUR RETURN RIGHTS IN RELATION TO THE PROGRAM ARE GOVERNED BY YOUR STATUTORY RIGHTS IN THE COUNTRY WHERE YOU BOUGHT THE PROGRAM. NOTHING IN THIS PARAGRAPH SHALL AFFECT YOUR STATUTORY RIGHTS. PLEASE NOTE THAT YOUR RIGHTS IN RESPECT OF ONLINE SERVICES AND LIVE CONTENT ARE COVERED IN SECTIONS BELOW. YOUR USE OF THE PROGRAM SHALL BE SUBJECT TO THE TERMS OF BUNGIE’S PRIVACY POLICY AVAILABLE AT <http://www.bungie.net/en/View/bungie/privacy>.

SERVICES AND TERMS OF USE: USE OF CERTAIN FEATURES OF THE PROGRAM, INCLUDING ONLINE OR MULTIPLAYER COMPONENTS, OR UPDATED FEATURES, MAY REQUIRE ASSENT TO ADDITIONAL TERMS OF SERVICE. IF YOU DO NOT ASSENT TO ADDITIONAL TERMS OF SERVICE, YOU MAY NOT BE ABLE TO ACCESS OR USE ADDITIONAL GAME FEATURES. PLEASE REVIEW THE ADDITIONAL TERMS OF SERVICE AT <http://www.bungie.net/en/View/Bungie/terms> BEFORE INSTALLING OR USING THE PROGRAM.

LIMITED USE LICENSE: Bungie grants you the non-exclusive, personal, non-transferable, limited right and license to install and use one copy of this Program solely for your non-commercial use. All rights not specifically granted are reserved by Bungie. The Program is licensed, not sold, for your use. Your license confers no title or ownership in this Program, and should not be construed as a sale of any rights in this Program. This Agreement shall also apply to patches or updates you may obtain for the Program, unless that patch or update is accompanied by additional terms as provided in the section regarding “Changes to the Agreement” below.

LICENSE CONDITIONS: This license is subject to the following limitations ("License Limitations"). Any use of the Program in violation of the License Limitations will result in an immediate termination of your license, and continued use of the Program will be an infringement of Bungie’s copyrights in and to the Program. You agree that you will not do, or allow, any of the following: (1) exploit this Program or any of its parts commercially; (2) use this Program on more than one computer/console at the same time; (3) copy, reproduce, distribute, display or use any part of this Program except as expressly authorized by Bungie herein; (4) copy this Program onto a hard drive or other storage device unless the Program itself makes a copy during installation, or unless you are downloading this Program from an authorized Bungie online reseller; (5) use the Program in a network, multi-user arrangement,

or remote access arrangement, including any online use except as included in the Program functionality; (6) sell, rent, lease, license, distribute, or otherwise transfer this Program or any copies thereof; (7) reverse engineer, derive source code, modify, decompile, disassemble, or create derivative works of this Program, in whole or in part; (8) hack or modify the Program, or create, develop, modify, distribute, or use any unauthorized software programs to gain advantage in any online or multiplayer game modes; (9) receive or provide “boosting services,” to advance progress or achieve results that are not solely based on the account holder’s gameplay; (10) remove, disable, or circumvent any proprietary notices or labels contained on or within the Program; (11) export or re-export this Program in violation of any applicable laws or regulations of the United States government. VIOLATION OF THESE LICENSE CONDITIONS BY YOU OR ANY THIRD PARTY USING YOUR ACCOUNT MAY RESULT IN A SUSPENSION OR BAN, IN ADDITION TO ALL OTHER REMEDIES AVAILABLE TO BUNGIE.

LIVE AND TIME-LIMITED GAME ELEMENTS: Your use of the Program involves interaction with Bungie’s live game environment. The Program and its live game environment change over time. Bungie does not guarantee that you will be able to participate in all events or earn all in-game achievements. Access to some Live Content may require additional purchase. Some in-game elements, including without limitation, Live Content associated with season passes, are made available to players for a limited time. Where season pass Live Content is time-limited, Bungie will use reasonable efforts to communicate this to you within the Program or otherwise. Bungie may extend the time-limit for Live Content, including season passes, at its option with or without advanced notice. Fees charged for time-limited content are based on access to the applicable content during the time period indicated at the time of purchase, and apply whether or not you actually access the content. Season pass rewards earned during a given season must be redeemed during that season, unless Bungie elects to provide a grace period for redemption in its sole discretion.

OWNERSHIP: All title, ownership rights, and intellectual property rights in and to the Program and any copies thereof are owned by Bungie. This Program is protected by the copyright laws of the United States, international copyright treaties, and conventions and other laws. This Program contains certain licensed materials, and Bungie’s licensors may protect their rights in the event of any violation of this Agreement.

PATCHES AND UPDATES: Bungie may deploy or provide patches, updates, and modifications to the Program that must be installed for you to continue to use the Program. Bungie may update the Program remotely without notifying you, and you hereby grant to Bungie consent to deploy and apply such patches, updates, and modifications.

LIMITED WARRANTY: Bungie warrants to the original consumer purchaser of this Program that the physical media on which this Program is stored and any physical accessories (together the “Goods”) will be free from defects in material and workmanship for 90 days from the date of purchase. If the Goods are found defective within 90 days of original purchase, Bungie agrees to replace, free of charge, any such defective Goods within such period, upon its receipt of the Program (postage paid, with proof of the date of purchase) so long as the Goods are still being manufactured by Bungie. If the Goods are no longer available, Bungie retains the right to substitute similar goods of equal or greater value. This warranty is limited to the Goods, as originally provided by Bungie, and is not applicable to normal wear and tear. This warranty shall not be applicable, and shall be void, if the defect has arisen through abuse, mistreatment, or neglect. Any implied warranties prescribed by statute are expressly limited to the 90-day period described above. EXCEPT AS SET FORTH HEREIN, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

For customers in EU and other countries: This warranty is provided without prejudice to your statutory rights as a consumer which will always prevail. Bungie will only be responsible for any loss or damage you suffer that is a foreseeable result of the breach of this Agreement by Bungie or its negligence. Nothing in this Agreement shall limit or exclude our liability for death or personal injury resulting from negligence, fraudulent misrepresentation; or any other liability that cannot be excluded or limited by English law. This section shall prevail over all other parts of this Agreement.

LIMITATION ON DAMAGES: IN NO EVENT WILL BUNGIE BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM POSSESSION, USE, OR MALFUNCTION OF THE PROGRAM, INCLUDING DAMAGES TO PROPERTY, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION AND, TO THE EXTENT PERMITTED BY LAW, DAMAGES FOR PERSONAL INJURIES, EVEN IF BUNGIE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BUNGIE’S LIABILITY SHALL NOT EXCEED THE ACTUAL PRICE PAID FOR THE LICENSE TO USE THIS PROGRAM. SOME STATES/COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS AND/OR THE EXCLUSION OR LIMITATION OF DAMAGES, SO THE ABOVE LIMITATIONS AND/OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

TERMINATION: Without prejudice to any other rights of Bungie, this Agreement will terminate automatically if you fail to comply with its terms and conditions. In such event, you must destroy all copies of this Program and all of its component parts. You may also terminate the Agreement at any time by permanently deleting any installation of the Program, and destroying all copies of the Program in your possession or control. Bungie

may terminate this Agreement at any time for any reason or no reason. In such event, you must destroy all copies of the Program and all of its component parts. The License Limitations, limitation on damages, limited warranty, indemnity, and miscellaneous provisions shall survive termination of this Agreement.

U.S. GOVERNMENT RESTRICTED RIGHTS: The Program has been developed entirely at private expense and are provided as "Commercial Computer Software" or "restricted computer software." Use, duplication or disclosure by the U.S. Government or a U.S. Government subcontractor is subject to the restrictions set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clauses in DFARS 252.227-7013 or as set forth in subparagraph (c)(1) and (2) of the Commercial Computer Software Restricted Rights clauses at FAR 52.227-19, as applicable. The Contractor/Manufacturer is Bungie, Inc., 550 106th Ave NE #207, Bellevue, Washington 98004.

INJUNCTION: Because Bungie would be irreparably damaged if the terms of this Agreement were not specifically enforced, you agree that Bungie shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as Bungie may otherwise have under applicable laws.

INDEMNITY: You agree to indemnify, defend, and hold Bungie, its partners, affiliates, licensors, contractors, officers, directors, employees, and agents harmless from all damages, losses and expenses arising directly or indirectly from your breach of this Agreement and/or your acts and omissions in using the Program pursuant to the terms of this Agreement.

CHANGES TO THE AGREEMENT: Except for the sections regarding "BINDING ARBITRATION" and "CLASS ACTION WAIVER" below, Bungie reserves the right, at its sole discretion, to change, modify, add to, supplement or delete any of the terms and conditions of this Agreement, at any time and by any means, including, without limitation, (1) by posting the modifications to <http://bungie.net/sla>; and/or (2) by requiring you to "click to accept" when Bungie upgrades or patches the Program, and your continued use of the Program constitutes your acceptance of the modifications. The changes to the Agreement will be effective upon prior notice as follows: Bungie will post the revised version of this Agreement on its website, may include the terms with a patch or update and require acceptance as part of the installation process, or may provide such other notice as Bungie may elect in its sole discretion. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you may terminate this Agreement and receive a refund in accordance with this Agreement. Your installation and use of any of Bungie's updates, patches or modifications to the Program or your continued use of the Program following notice of changes to this Agreement will demonstrate your

acceptance of any and all such changes. If any future modifications are implemented as a “click to accept” agreement, you may not be able to continue using the Program unless you affirmatively accept the modified Agreement.

LIVE CONTENT: “Live Content” consists of content provided to Program users (e.g., unlockable content, gear, live events, activities, destinations, accounts, stats, virtual assets, virtual currencies, codes, and achievements) in connection with use of the Program. While the Program may allow you to “earn”, “buy”, or “purchase” Live Content within or in connection with gameplay, you do not in fact own or have any property interest in the Live Content. Unless otherwise specified in writing, any Live Content that you receive is licensed to you as set forth herein, and you shall have no ownership right thereto. Unless specifically permitted by Bungie, you may not, sell, lend, rent, trade, or otherwise transfer any Live Content. Live Content may be altered, removed, deleted, or discontinued by Bungie at any time (e.g., upon termination of this Agreement and/or cessation of online support for the Program), even if you have not “used” or “consumed” the Live Content prior to alteration, removal, deletion, or discontinuation. Some Live Content, including without limitation, activities, maps, and gear, may be made available to players for only a limited time. Live Content has no monetary value and does not constitute property of any type.

Without limiting the above, Live Content may include virtual coins, points or other virtual currencies (“Virtual Currency”). By purchasing or otherwise acquiring Virtual Currency, you obtain a limited license (which is revocable by Bungie at any time unless otherwise required by applicable laws) to access and select from other Live Content. Virtual Currency has no monetary value and does not constitute currency or property of any type. Virtual Currency may be redeemed for other Live Content only, if at all. Virtual Currency cannot be sold or transferred, and cannot be exchanged for cash or for any other goods and services, except for other Live Content, where applicable. Subject to applicable local law, Virtual Currency is non-refundable. You are not entitled to a refund or any other compensation such as Live Content for any unused Virtual Currency and unused Virtual Currency is non-exchangeable. There may be Live Content (should you choose to purchase it) which will require you to make a payment with real money, the amount of which will be set out in the Program. Live Content purchases are non-refundable and you acknowledge that this is the case and that you will have no right to change your mind and cancel (sometimes known as a ‘cooling off’ right) once your purchase is complete. Depending on your platform, any Live Content purchased, may be purchased from your platform provider and such purchase will be subject to your platform provider’s Terms of Service and User Agreement. Please check usage rights for each purchase as these may differ from item to item. Unless otherwise shown, content available in any game store has the same age rating as the game.

For SIEA users: When accessing the Program on a Sony PlayStation® product, purchase and use of items are subject to Sony’s Network Terms of Service and User Agreement. This

online service has been sublicensed to you by Sony Interactive Entertainment America.

For SIEE users: When accessing the Program on a Sony PlayStation® product, any content purchased in an in-game store will be purchased from Sony Interactive Entertainment Network Europe Limited (“SIENE”) and be subject to PlayStation™Network Terms of Service and User Agreement which is available on the PlayStation®Store. Please check usage rights for each purchase as these may differ from item to item. Unless otherwise shown, content available in any in-game store has the same age rating as the game.

AVAILABILITY:

For residents in North America: Bungie does not guarantee that any online services, play or features associated with the Program (collectively, “Online Services”) or Live Content will be available at all times or at any given time or that Bungie will continue to offer Online Services or Live Content for any particular length of time. Bungie may change and update Online Services or Live Content without notice to you. Bungie makes no warranty or representation regarding the availability of Online Services and reserves the right to modify or discontinue Online Services in its sole discretion without notice, including for example, ceasing an Online Service for economic reasons due to a limited number of users continuing to make use of the Online Service over time. NOTWITHSTANDING ANYTHING TO THE CONTRARY, YOU ACKNOWLEDGE AND AGREE THAT ONLINE SERVICES MAY BE TERMINATED IN WHOLE OR IN PART AT BUNGIE’S SOLE DISCRETION WITHOUT NOTICE TO YOU. IN CONNECTION WITH ONLINE SERVICES’ TERMINATION, YOUR ABILITY TO ACCESS, USE AND PLAY THE PROGRAM MAY BE TERMINATED IN ITS ENTIRETY, AND ANY AND ALL LIVE CONTENT LICENSED TO YOU MAY BE TERMINATED. YOU ASSUME ANY AND ALL RISK OF LOSS ASSOCIATED WITH THE TERMINATION OF ONLINE SERVICES AND ANY LOSS OF LIVE CONTENT OR OTHERWISE.

For residents outside North America: Subject to the next sentence, Bungie does not guarantee that any Online Services or Live Content will be available or error-free at all times or at any given time. Bungie warrants that the Program, in addition to any Live Content which has been paid-for with real money, will substantially comply with the description provided by it at the point of purchase and be of satisfactory quality (in addition any related services provided through them will be provided with reasonable care and skill). Bungie may change and update Online Services or Live Content without notice to you (provided always that any such changes do not result in material degradation in the functionality of the Program or any Live Content which has been paid-for with real money). Bungie makes no warranty or representation regarding the availability of Online Services and/or Live Content which are free (i.e. not paid-for with real money) and each reserve the right to modify or

discontinue them in its sole discretion without notice to you, including for example, for economic reasons due to a limited number of users continuing to make use of them over time. Bungie is not liable or responsible for any failure to perform, or delay in performance of, any of its obligations that is caused by events outside its reasonable control. If such circumstances result in material degradation in the functionality of the Program or Live Content then your obligation to make any payment to download, use or access them will be suspended for the duration of such period. Bungie is entitled to modify or discontinue Online Services and/or Live Content which are paid-for with real money in its sole discretion upon reasonable notice to you. The warranty for such Online Services and/or Live Content is provided in accordance with your statutory rights as a consumer which will always prevail. For residents in North America-- BINDING ARBITRATION AND CLASS ACTION WAIVER:

READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

These BINDING ARBITRATION AND CLASS ACTION WAIVER provisions apply to you if you are domiciled in and/or acquired and use the Program in the United States. These provisions may also apply to you if you are domiciled in and/or acquired and use the Program from outside the United States. See JURISDICTION AND APPLICABLE LAW below for details.

Either party may initiate binding arbitration as the sole means to formally resolve claims, subject to the terms set forth below. Specifically, all claims arising out of or relating to this Agreement (including its interpretation, formation, performance and breach), the parties' relationship with each other and/or your use of the Program shall be finally settled by binding arbitration administered by JAMS in accordance with the provisions of its Comprehensive Arbitration Rules or Streamlined Arbitrations Rules, as appropriate, excluding any rules or procedures governing or permitting class actions. This arbitration provision is made pursuant to a transaction involving interstate commerce, and the Federal Arbitration Act (the "FAA") shall apply to the interpretation, applicability, enforceability and formation of this Agreement notwithstanding any other choice of law provision contained in this Agreement. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of this Agreement, including without limitation any claim that all or any part of this Agreement is void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

The JAMS Rules governing the arbitration may be accessed at <http://www.jamsadr.com/> or by calling JAMS at (800) 352-5267. Your arbitration fees and your share of arbitrator compensation shall be governed by the JAMS Comprehensive Arbitration Rules and, to the extent applicable, the Consumer Minimum Standards, including the then-current limit on arbitration filing fees. To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, Bungie will pay the additional cost. The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

Location: If you are a resident of the United States, arbitration will take place at any reasonable location within the United States convenient for you. For residents outside the United States, arbitration shall be initiated in King County, Washington, and you agree to submit to the personal jurisdiction of any federal or state court in King County, Washington, in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

Class Action Waiver: The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU, ON THE ONE HAND, AND BUNGIE, ON THE OTHER HAND, AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR THEIR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

Exception - Litigation of Intellectual Property and Small Claims Court Claims:

Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring an action in state or federal court that only asserts claims for patent infringement or invalidity, copyright infringement, moral rights violations, trademark infringement, and/or trade secret misappropriation, but not, for clarity, claims related to the license granted to you for the Program under this Agreement. Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

30 Day Right to Opt Out: You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth in the "Binding Arbitration," "Location," and "Class Action Waiver" paragraphs above by sending written notice of your decision to opt-

out to the following address: Bungie, Inc., 550 106th Ave NE #207, Bellevue, Washington 98004, Attn: Legal. The notice must be sent within 30 days of purchasing the Program (or if no purchase was made, then within 30 days of the date on which you first access or use the Program and agree to these terms); otherwise you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. If you opt-out of these arbitration provisions, Bungie also will not be bound by them.

Changes to this Section: Bungie will provide 60-days' notice of any changes to these sections regarding "BINDING ARBITRATION" and "CLASS ACTION WAIVER." Changes will become effective on the 60th day and will apply prospectively only to any claims arising after the 60th day.

MISCELLANEOUS: This Agreement is the complete agreement concerning this license between the parties and supersedes all prior agreements and representations between them. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the remaining provisions of this Agreement shall not be affected. To the extent permitted by applicable law: (i) this Agreement shall be construed under Washington law as such law is applied to agreements between Washington residents entered into and to be performed within Washington, except as governed by federal law, and (ii) you consent to the exclusive jurisdiction of the state and federal courts in King County, Washington.

COUNTERCLAIM EXHIBIT B

Case No. 2:21-cv-0811 TSZ

Column1	Column2
AccountId	Description
4611686018489747288	Reverse Engineering Tool Attached
4611686018492287262	Reverse Engineering Tool Attached
4611686018492533333	Reverse Engineering Tool Attached
4611686018492633712	Played on soft banned device
4611686018492641557	Played on soft banned device
4611686018492641557	Reverse Engineering Tool Attached
4611686018492887002	Played on soft banned device
4611686018492887002	Reverse Engineering Tool Attached
4611686018492957059	Played on soft banned device
4611686018493059627	Reverse Engineering Tool Attached
4611686018493077722	Played on soft banned device
4611686018493084226	Played on soft banned device
4611686018493089147	Played on soft banned device
4611686018493089147	Reverse Engineering Tool Attached
4611686018493137319	Played on soft banned device
4611686018493137319	Reverse Engineering Tool Attached
4611686018493168821	Reverse Engineering Tool Attached
4611686018493223399	Played on soft banned device
4611686018493659725	Played on soft banned device
4611686018493717398	Played on soft banned device
4611686018493729046	Played on soft banned device
4611686018496674221	Played on soft banned device
4611686018496674221	Reverse Engineering Tool Attached
4611686018496692792	Played on soft banned device
4611686018496756613	Played on soft banned device
4611686018496759033	Played on soft banned device
4611686018496766601	Played on soft banned device
4611686018496769019	Played on soft banned device
4611686018496775818	Played on soft banned device
4611686018496775818	Reverse Engineering Tool Attached
4611686018496777696	Reverse Engineering Tool Attached
4611686018496777696	Played on soft banned device
4611686018496811247	Played on soft banned device
4611686018496816978	Played on soft banned device
4611686018496862882	Played on soft banned device
4611686018496946496	Played on soft banned device
4611686018496950450	Played on soft banned device
4611686018496957418	Played on soft banned device
4611686018496960184	Played on soft banned device
4611686018496994114	Played on soft banned device
4611686018496997497	Played on soft banned device
4611686018497000009	Played on soft banned device
4611686018497003700	Played on soft banned device

4611686018497007001	GameCheats.AimJunkies binary found
4611686018497030021	Played on soft banned device
4611686018497039107	Played on soft banned device
4611686018497067752	Played on soft banned device
4611686018497071115	Played on soft banned device
4611686018497074765	Played on soft banned device
4611686018497078336	Played on soft banned device
4611686018498080495	GameCheats.AimJunkies binary found
4611686018498083507	Ban Evasion
4611686018498187281	Ban Evasion
4611686018498189735	Ban Evasion
4611686018498190646	Ban Evasion
4611686018498223179	Ban Evasion
4611686018498245097	Ban Evasion
4611686018498285340	Ban Evasion
4611686018500552040	GameCheats.AimJunkies binary found
4611686018500552040	Reverse Engineering Tool Attached
4611686018500556439	GameCheats.AimJunkies binary found
4611686018506275939	AimJunkies binary found
4611686018506305298	AimJunkies binary found
4611686018506332946	AimJunkies binary found
4611686018506342576	AimJunkies binary found
4611686018506487694	Played on soft banned device
4611686018509182098	AimJunkies binary found
4611686018509182098	Reverse Engineering Tool Attached
4611686018509183407	Played on soft banned device
4611686018509183407	AimJunkies binary found
4611686018509184525	Played on soft banned device
4611686018509184525	AimJunkies binary found
4611686018509204329	Reverse Engineering Tool Attached
4611686018509204329	Cheat Engine Attached
4611686018509204329	Played on soft banned device
4611686018509204329	AimJunkies binary found
4611686018509206618	AimJunkies binary found
4611686018509209406	Played on soft banned device
4611686018509209406	AimJunkies binary found
4611686018509220524	Played on soft banned device
4611686018509220524	AimJunkies binary found
4611686018512407923	AimJunkies binary found
4611686018512407923	AimJunkies binary found
4611686018512409000	AimJunkies binary found
4611686018512409000	AimJunkies binary found
4611686018512411450	AimJunkies binary found
4611686018512412684	AimJunkies binary found
4611686018512430464	AimJunkies binary found

4611686018512658043	AimJunkies binary found
4611686018512659109	AimJunkies binary found
4611686018512680599	AimJunkies binary found
4611686018512680599	AimJunkies binary found
4611686018512681840	AimJunkies binary found
4611686018512736520	AimJunkies binary found
4611686018512749374	AimJunkies binary found
4611686018512750184	AimJunkies binary found
4611686018512850281	AimJunkies binary found
4611686018512851748	AimJunkies binary found
4611686018512853457	AimJunkies binary found
4611686018512854352	repeated ban evasion
4611686018514677605	Played on soft banned device
4611686018515012622	Played on soft banned device

83 Total Accounts (Some Duplicates)

Column3

Evidence

c:\users\james\desktop\reclass\blah64.exe (4D09FFB3B8CFE53A8250D1A112C4CDE3)

c:\users\james\desktop\reclass\blah64.exe (4D09FFB3B8CFE53A8250D1A112C4CDE3)

c:\users\james\desktop\reclass\blah64.exe (4D09FFB3B8CFE53A8250D1A112C4CDE3)

Swifty's Reverse Engineering Machine (rule 19)

Swifty's Reverse Engineering Machine (rule 19)

c:\users\james\desktop\reclass\blah64.exe (4D09FFB3B8CFE53A8250D1A112C4CDE3)

Swifty's Reverse Engineering Machine (rule 19)

c:\users\james\desktop\reclass\blah64.exe (4D09FFB3B8CFE53A8250D1A112C4CDE3)

Swifty's Reverse Engineering Machine (rule 19)

c:\users\james\desktop\reclass\blah64.exe (4D09FFB3B8CFE53A8250D1A112C4CDE3)

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c:\users\james\desktop\reclass\blah64.exe (4D09FFB3B8CFE53A8250D1A112C4CDE3)

Swifty's Reverse Engineering Machine (rule 19)

c:\users\james\desktop\reclass\blah64.exe (4D09FFB3B8CFE53A8250D1A112C4CDE3)

c:\users\james\desktop\reclass\blah64.exe (4D09FFB3B8CFE53A8250D1A112C4CDE3)

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c:\users\james\desktop\reclass\blah64.exe (4D09FFB3B8CFE53A8250D1A112C4CDE3)

Swifty's Reverse Engineering Machine (rule 19)

Swifty's Reverse Engineering Machine (rule 19)

Swifty's Reverse Engineering Machine (rule 19)

Swifty's Reverse Engineering Machine (rule 19)

Swifty's Reverse Engineering Machine (rule 19)

Swifty's Reverse Engineering Machine (rule 19)

g:\work files\reclass\x64\renamedreclass.exe (360B1FE16603C1106CD8DEF992846B1B)

g:\work files\reclass\x64\renamedreclass.exe (360B1FE16603C1106CD8DEF992846B1B)

Swifty's Reverse Engineering Machine (rule 19)

Swifty's Reverse Engineering Machine (rule 19)

Swifty's Reverse Engineering Machine (rule 19)

Swifty's Reverse Engineering Machine (rule 19)

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Swifty's Reverse Engineering Machine (rule 19)

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Swifty's Reverse Engineering Machine (rule 19)

Swifty's Reverse Engineering Machine (rule 19)

Swifty's Reverse Engineering Machine (rule 19)

Swifty's Reverse Engineering Machine (rule 19)

\??\c:\anobx14.sys (6E73A01E5DFC8D8DEA4D8A99E9273A04)
 Swifty's Reverse Engineering Machine (rule 19)
 Swifty's Reverse Engineering Machine (rule 19)
 Swifty's Reverse Engineering Machine (rule 19)
 Swifty's Reverse Engineering Machine (rule 19)
 Swifty's Reverse Engineering Machine (rule 19)
 Swifty's Reverse Engineering Machine (rule 19)
 \??\c:\9w3x5pps7bsvyi.sys (6E73A01E5DFC8D8DEA4D8A99E9273A04)
 Sw1fty dev
 Alt of 4611686018498083507
 Sw1fty Dev Box
 sw1fty dev box
 Sw1fty dev box
 Sw1fty dev box
 Sw1fty dev box
 \??\g:\work files\reclass\x64\plugins\reclasskernel64.sys (8D98DB3A27112A9C92558FF90A1D6206)
 g:\work files\reclass\x64\renamedreclass.exe (360B1FE16603C1106CD8DEF992846B1B)
 \??\c:\ydhtrxe.sys (6E73A01E5DFC8D8DEA4D8A99E9273A04)
 \??\c:\21pvaokvimh4e9.sys (6E73A01E5DFC8D8DEA4D8A99E9273A04)
 \??\c:\jmryvv9hcu.sys (6E73A01E5DFC8D8DEA4D8A99E9273A04)
 \??\c:\ph1jonb5hyg8.sys (6E73A01E5DFC8D8DEA4D8A99E9273A04)
 \??\c:\o44n8.sys (6E73A01E5DFC8D8DEA4D8A99E9273A04)
 Repeated Ban Evasion Sw1fty box (rule 388)
 \??\g:\work files\reclass\x64\plugins\reclasskernel64.sys (8D98DB3A27112A9C92558FF90A1D6206)
 g:\work files\reclass\x64\reclass.net.exe (360B1FE16603C1106CD8DEF992846B1B)
 Repeated Ban Evasion Sw1fty box (rule 388)
 \??\c:\m4az3h6x42w7.sys (6E73A01E5DFC8D8DEA4D8A99E9273A04)
 Repeated Ban Evasion Sw1fty box (rule 388)
 \??\g:\work files\reclass\x64\plugins\reclasskernel64.sys (8D98DB3A27112A9C92558FF90A1D6206)
 c:\users\james\desktop\reclass\blah64.exe (4D09FFB3B8CFE53A8250D1A112C4CDE3)
 c:\program files\cheat engine 6.8.3\cheatengine-x86_64.exe (07DD6163D84ED70969EA55A2CECD7)
 Repeated Ban Evasion Sw1fty box (rule 388)
 \??\c:\y2qiexp1.sys (6E73A01E5DFC8D8DEA4D8A99E9273A04)
 \??\g:\work files\reclass\x64\plugins\reclasskernel64.sys (8D98DB3A27112A9C92558FF90A1D6206)
 Repeated Ban Evasion Sw1fty box (rule 388)
 \??\c:\0658wqvm144y38.sys (6E73A01E5DFC8D8DEA4D8A99E9273A04)
 Repeated Ban Evasion Sw1fty box (rule 388)
 \??\g:\work files\reclass\x64\plugins\reclasskernel64.sys (8D98DB3A27112A9C92558FF90A1D6206)
 \??\c:\s513d1q822.sys (6E73A01E5DFC8D8DEA4D8A99E9273A04)
 \??\c:\s513d1q822.sys (6E73A01E5DFC8D8DEA4D8A99E9273A04)
 \??\c:\5d6tiw05.sys (6E73A01E5DFC8D8DEA4D8A99E9273A04)
 \??\c:\5d6tiw05.sys (6E73A01E5DFC8D8DEA4D8A99E9273A04)
 \??\c:\nfenyu2umjoq.sys (6E73A01E5DFC8D8DEA4D8A99E9273A04)
 \??\g:\work files\reclass\x64\plugins\reclasskernel64.sys (8D98DB3A27112A9C92558FF90A1D6206)
 \??\c:\sbohr4.sys (6E73A01E5DFC8D8DEA4D8A99E9273A04)

\\??\g:\work files\reclass\x64\plugins\reclasskernel64.sys (8D98DB3A27112A9C92558FF90A1D6206)
\\??\g:\work files\reclass\x64\plugins\reclasskernel64.sys (8D98DB3A27112A9C92558FF90A1D6206)
\\??\c:\jhpqfd52h8r4.sys (6E73A01E5DFC8D8DEA4D8A99E9273A04)
\\??\c:\jhpqfd52h8r4.sys (6E73A01E5DFC8D8DEA4D8A99E9273A04)
\\??\c:\3cm1qeirrpwo.sys (6E73A01E5DFC8D8DEA4D8A99E9273A04)
\\??\g:\work files\reclass\x64\plugins\reclasskernel64.sys (8D98DB3A27112A9C92558FF90A1D6206)
\\??\g:\work files\reclass\x64\plugins\reclasskernel64.sys (8D98DB3A27112A9C92558FF90A1D6206)
\\??\c:\nsd0lol1k.sys (6E73A01E5DFC8D8DEA4D8A99E9273A04)
\\??\c:\wdia5a3d.sys (6E73A01E5DFC8D8DEA4D8A99E9273A04)
\\??\g:\work files\reclass\x64\plugins\reclasskernel64.sys (8D98DB3A27112A9C92558FF90A1D6206)
\\??\c:\2wqkirh8x5ow4ai.sys (6E73A01E5DFC8D8DEA4D8A99E9273A04)
swifty box - many aimjunkies account bans_x000D_

Repeated Ban Evasion (rule 417)

Repeated Ban Evasion (rule 417)

Column4	Column5
DateInfractionDetected	DateInfractionOccurred
2019-10-02 23:44:11.937	2019-10-02 23:37:10.013
2019-10-16 12:22:11.800	2019-10-14 20:21:02.553
2019-10-16 21:42:29.103	2019-10-16 16:32:09.140
2019-10-17 19:48:17.493	2019-10-17 19:48:17.427
2019-10-17 21:48:19.567	2019-10-17 21:48:19.520
2019-10-17 21:49:28.757	2019-10-17 21:30:56.767
2019-10-20 02:56:35.483	2019-10-20 02:56:35.423
2019-10-20 03:00:07.350	2019-10-20 02:41:13.607
2019-10-20 16:09:29.003	2019-10-20 16:09:28.943
2019-10-21 19:04:54.133	2019-10-21 17:52:34.837
2019-10-21 22:22:19.980	2019-10-21 22:22:19.923
2019-10-21 23:39:58.117	2019-10-21 23:39:58.070
2019-10-22 00:59:36.877	2019-10-22 00:59:36.667
2019-10-22 01:00:44.603	2019-10-22 00:57:00.783
2019-10-22 20:44:47.643	2019-10-22 20:44:47.570
2019-10-22 21:04:42.607	2019-10-22 21:03:37.427
2019-10-23 02:02:06.590	2019-10-23 01:22:40.183
2019-10-28 18:14:34.183	2019-10-28 18:14:33.950
2019-10-28 21:54:35.040	2019-10-28 21:54:34.970
2019-10-29 20:55:25.653	2019-10-29 20:55:25.580
2019-10-30 17:15:44.713	2019-10-30 17:15:44.583
2019-12-10 22:15:23.623	2019-12-10 22:14:52.953
2019-12-10 22:16:09.613	2019-12-10 21:57:13.673
2019-12-11 04:15:15.267	2019-12-11 03:57:25.127
2019-12-12 17:03:11.263	2019-12-12 17:02:35.917
2019-12-12 18:22:46.190	2019-12-12 18:15:37.820
2019-12-12 21:42:51.693	2019-12-12 21:32:50.903
2019-12-12 22:42:50.537	2019-12-12 22:41:15.953
2019-12-13 01:42:49.917	2019-12-13 01:26:17.977
2019-12-13 01:43:49.417	2019-12-13 01:33:57.580
2019-12-13 17:43:28.150	2019-12-13 17:40:11.400
2019-12-13 19:02:47.807	2019-12-13 19:00:15.267
2019-12-13 20:02:55.677	2019-12-13 19:54:31.650
2019-12-13 22:02:48.560	2019-12-13 21:58:37.170
2019-12-15 19:03:13.757	2019-12-15 18:49:25.353
2019-12-15 20:43:09.617	2019-12-15 20:23:13.113
2019-12-15 23:22:57.583	2019-12-15 23:18:24.607
2019-12-16 00:42:59.443	2019-12-16 00:40:28.607
2019-12-16 19:42:58.557	2019-12-16 19:41:45.220
2019-12-16 21:03:04.000	2019-12-16 21:00:12.850
2019-12-16 22:43:00.293	2019-12-16 22:38:17.347
2019-12-16 23:42:54.323	2019-12-16 23:37:02.397
2019-12-17 01:02:54.590	2019-12-17 00:59:35.603

2020-01-03 23:24:01.700	2019-12-17 02:37:28.413
2019-12-17 18:22:52.537	2019-12-17 18:17:29.427
2019-12-17 22:23:15.980	2019-12-17 22:06:44.493
2019-12-18 17:02:59.437	2019-12-18 16:57:51.760
2019-12-18 18:23:16.457	2019-12-18 18:06:01.643
2019-12-18 21:03:20.287	2019-12-18 20:46:09.050
2019-12-19 15:23:17.483	2019-12-19 15:08:53.197
2020-01-04 18:24:19.933	2020-01-04 18:12:54.867
2020-01-06 00:00:00.000	2020-01-06 00:00:00.000
2020-01-06 00:00:00.000	2020-01-06 00:00:00.000
2020-01-06 00:00:00.000	2020-01-06 00:00:00.000
2020-01-06 00:00:00.000	2020-01-06 00:00:00.000
2020-01-07 00:00:00.000	2020-01-07 00:00:00.000
2020-01-08 00:00:00.000	2020-01-08 00:00:00.000
2020-01-09 00:00:00.000	2020-01-09 00:00:00.000
2020-03-10 18:41:46.317	2020-03-10 18:26:32.940
2020-03-10 18:45:03.527	2020-03-10 18:30:46.920
2020-03-10 22:40:44.983	2020-03-10 22:24:23.337
2020-08-05 17:26:59.550	2020-08-05 17:11:42.770
2020-08-06 16:27:08.193	2020-08-06 16:13:14.213
2020-08-06 22:26:54.307	2020-08-06 22:02:08.137
2020-08-07 01:06:56.573	2020-08-07 00:36:27.013
2020-08-11 17:08:24.460	2020-08-11 17:04:34.737
2020-11-11 04:47:27.237	2020-11-11 04:30:28.810
2020-11-11 04:47:56.237	2020-11-11 04:29:53.170
2020-11-11 05:26:11.203	2020-11-11 05:23:24.387
2020-11-11 05:27:16.013	2020-11-11 05:08:46.957
2020-11-11 06:07:37.930	2020-11-11 05:54:34.160
2020-11-11 06:09:16.953	2020-11-11 05:50:23.333
2020-11-11 16:27:50.740	2020-11-11 16:17:23.097
2020-11-11 16:44:55.317	2020-11-11 16:36:18.977
2020-11-11 16:46:45.350	2020-11-11 16:36:54.270
2020-11-11 16:48:58.940	2020-11-11 16:21:34.840
2020-11-11 17:47:51.770	2020-11-11 17:29:22.493
2020-11-11 21:28:35.333	2020-11-11 21:15:18.827
2020-11-11 22:08:59.803	2020-11-11 21:50:20.157
2020-11-11 22:46:21.237	2020-11-11 22:28:21.583
2020-11-11 23:09:03.870	2020-11-11 22:29:30.173
2021-02-09 20:08:29.820	2021-02-09 19:49:29.727
2021-02-09 20:28:44.247	2021-02-09 20:06:51.103
2021-02-09 21:09:15.733	2021-02-09 20:48:53.973
2021-02-09 21:27:54.673	2021-02-09 20:48:08.213
2021-02-10 00:27:29.200	2021-02-09 23:57:54.680
2021-02-10 01:47:15.503	2021-02-10 00:33:59.667
2021-02-10 18:47:26.030	2021-02-10 18:31:55.210

2021-02-17 23:56:39.540	2021-02-17 23:15:38.397
2021-02-18 00:36:38.857	2021-02-18 00:07:49.410
2021-02-18 19:37:37.123	2021-02-18 19:21:16.733
2021-02-18 20:09:23.680	2021-02-18 19:15:50.467
2021-02-18 20:57:07.517	2021-02-18 20:42:33.230
2021-02-21 00:03:21.547	2021-02-20 23:46:15.003
2021-02-21 00:45:20.917	2021-02-21 00:20:22.897
2021-02-21 17:03:33.590	2021-02-21 16:47:46.057
2021-02-24 20:02:58.550	2021-02-24 19:40:42.320
2021-02-24 21:43:00.987	2021-02-24 20:53:35.793
2021-02-24 22:42:52.763	2021-02-24 22:15:49.073
2021-02-24 00:00:00.000	2021-02-24 00:00:00.000
2021-05-12 23:27:17.010	2021-05-12 23:24:40.830
2021-05-25 23:14:37.500	2021-05-25 23:09:15.807

Column6

EvidenceHash

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Column7

IPAddress

174.97.110.18

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GameCheats.AimJunkies (8D98DB3A27112A9C92558FF90A1D6206)	174.97.110.18
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GameCheats.AimJunkies (6E73A01E5DFC8D8DEA4D8A99E9273A04)	174.97.110.18
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GameCheats.AimJunkies (8D98DB3A27112A9C92558FF90A1D6206)	174.97.110.18
AimJunkies (6E73A01E5DFC8D8DEA4D8A99E9273A04)	67.219.146.74
AimJunkies (6E73A01E5DFC8D8DEA4D8A99E9273A04)	67.219.146.76
AimJunkies (6E73A01E5DFC8D8DEA4D8A99E9273A04)	67.219.146.74
AimJunkies (6E73A01E5DFC8D8DEA4D8A99E9273A04)	174.97.110.18
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AimJunkies (8D98DB3A27112A9C92558FF90A1D6206)	67.219.146.77
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AimJunkies (6E73A01E5DFC8D8DEA4D8A99E9273A04)	174.97.110.18
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AimJunkies (8D98DB3A27112A9C92558FF90A1D6206)	174.97.110.18
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MD5 or Certificate match Cheat Engine	174.97.110.18
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AimJunkies (6E73A01E5DFC8D8DEA4D8A99E9273A04)	67.219.146.72
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AimJunkies (8D98DB3A27112A9C92558FF90A1D6206)	67.219.146.74
AimJunkies (6E73A01E5DFC8D8DEA4D8A99E9273A04)	68.235.33.133
AimJunkies (8D98DB3A27112A9C92558FF90A1D6206)	68.235.33.133
AimJunkies (6E73A01E5DFC8D8DEA4D8A99E9273A04)	68.235.38.237
AimJunkies (8D98DB3A27112A9C92558FF90A1D6206)	68.235.38.237
AimJunkies (6E73A01E5DFC8D8DEA4D8A99E9273A04)	68.235.38.251
AimJunkies (8D98DB3A27112A9C92558FF90A1D6206)	68.235.38.242
AimJunkies (6E73A01E5DFC8D8DEA4D8A99E9273A04)	68.235.33.171

AimJunkies (8D98DB3A27112A9C92558FF90A1D6206)	38.101.74.24
AimJunkies (8D98DB3A27112A9C92558FF90A1D6206)	174.97.110.18
AimJunkies (6E73A01E5DFC8D8DEA4D8A99E9273A04)	38.101.74.27
AimJunkies (8D98DB3A27112A9C92558FF90A1D6206)	38.101.74.27
AimJunkies (6E73A01E5DFC8D8DEA4D8A99E9273A04)	38.101.74.27
AimJunkies (8D98DB3A27112A9C92558FF90A1D6206)	174.97.110.18
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AimJunkies (6E73A01E5DFC8D8DEA4D8A99E9273A04)	174.97.110.18
AimJunkies (6E73A01E5DFC8D8DEA4D8A99E9273A04)	174.97.110.18
AimJunkies (8D98DB3A27112A9C92558FF90A1D6206)	174.97.110.18
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NULL	38.101.74.28
NULL	38.101.74.29

COUNTERCLAIM EXHIBIT C

Case No. 2:21-cv-0811 TSZ

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- subscription may be changed for one at an equal or lesser value

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We collect information that you give to us. This includes information such as your email address when you create an account.

We collect information when you use our services. When you use our software, we collect information to identify the devices used. We collect information that allows us to diagnose and improve our software.

We collect records of use of our website and services.

We DO NOT collect sensitive financial information, such as credit card numbers. Payment processing is provided by third-party services. As a result, we do not directly access or store your sensitive financial information.

What do we do with this information?

We use this information to provide access to our Services, as well as improve them.

How do we share this information?

The information we collect may be accessed by affiliates and partners of our website.

We do not sell, trade or otherwise transfer private information to other outside parties, except in cases where we believe it is appropriate to comply with the law, enforce our Terms of Service and other policies, or protect ours or others rights, property, or safety.

Non-identifying and non-personal aggregate information may be provided to other parties for marketing, advertising, or other uses.

FAIR USE ACT DISCLAIMER

Under section 107 of the Copyright Act of 1976, allowance is made for “fair use” for purposes such as criticism, comment, news reporting, teaching, scholarship, education and research.

Fair use is a use permitted by copyright statute that might otherwise be infringing.

Fair use is a doctrine in the United States copyright law that allows limited use of copyrighted material without requiring permission from the rights holders, such as commentary, criticism, news reporting, research, teaching or scholarship. It provides for the legal, non-licensed citation or incorporation of copyrighted material in another author's work under a four-factor balancing test.

Terms of Service

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