

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

MIA MASON,
371 Monticello Ct, Glen Burnie, Maryland
21061, Baltimore County, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

MACHINE ZONE, INC.,
555 Hamilton Avenue, Palo Alto, California
94301, a Delaware corporation,

Defendant.

Case No.:

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

Plaintiff Mia Mason brings this Class Action Complaint and Demand for Jury Trial (“Complaint”) against Defendant Machine Zone, Inc. to recover gambling losses incurred through its electronic casino. Plaintiff, for her Complaint, alleges as follows upon personal knowledge as to herself and her own acts and experiences and, as to all other matters, upon information and belief, including investigation conducted by her attorneys.

NATURE OF ACTION

1. Defendant Machine Zone operates the popular Game of War videogame, which is available on Android and Apple iOS devices. Players download the game onto their mobile devices, create virtual towns and armies, and battle other Game of War players.
2. While the game is free to play, Machine Zone sells “Gold” and “Chips” within the game, starting at the price of \$4.99 for 1,200 Gold. While players can use Gold to improve their virtual towns

and hasten their advancement in the game, these benign uses of Gold merely obfuscate the unlawful game of chance Machine Zone operates within Game of War. In this game of chance—appropriately named the “Casino”—players routinely wager hundreds of dollars for the chance of winning valuable prizes.

3. Players that win the most valuable prizes can then “cash out” by listing their Game of War accounts on the secondary market, with the cash value of accounts rising commensurate with the value of awarded prizes. Game of War accounts listed at online auction sites regularly sell for hundreds of dollars.

4. Unfortunately, thousands of consumers across the country have lost—and Defendant has won—millions of dollars through Defendant’s Game of War Casino. Accordingly, Mia Mason, on her own behalf and on behalf of a class of similarly situated individuals, brings this lawsuit to recover the ill-gotten gains, statutory damages and losses where applicable, as well as costs and attorneys’ fees.

PARTIES

5. Plaintiff Mia Mason is a natural person and citizen of the State of Maryland.

6. Defendant Machine Zone, Inc. is a corporation existing under the laws of the State of Delaware, with its principal place of business located at 555 Hamilton Avenue, Palo Alto, California 94301. Machine Zone conducts business in the State of Maryland, this District, and nationwide.

JURISDICTION AND VENUE

7. Federal subject-matter jurisdiction exists under 28 U.S.C. § 1332(d)(2) because (a) at least one member of the putative Class is a citizen of a state different from Defendant, (b) the amount in controversy exceeds \$5,000,000, exclusive of interests and costs, and (c) none of the exceptions under that subsection apply to this action.

8. The Court has personal jurisdiction over Defendant because Defendant conducts significant business transactions in this District, and because the wrongful conduct occurred in and emanated from this District.

9. Venue is proper in this District under 28 U.S.C. § 1391(b) because a substantial part of the events giving rise to Plaintiff's claims occurred in this District, and because Defendant conducts business in this District and entered into contracts in this District.

COMMON FACTUAL ALLEGATIONS

I. Free-to-Play and the New Era of Online Gambling.

10. The proliferation of internet-connected mobile devices has led to the growth of so-called "free-to-play" videogames. With free-to-play games, developers encourage consumers to download and play games for free while selling many low-cost items within the game itself. Developers aim to recoup their costs (and make a profit) by selling thousands of "in-game" items that start at \$0.99 (purchases known as "micro-transactions") instead of charging an up-front fee.

11. The free-to-play model has become particularly attractive to developers of games of chance (*e.g.*, poker, blackjack, and slot machine mobile videogames, among others) because it allows them to generate huge profits. In 2012, free-to-play games of chance generated over \$1.6 billion in worldwide revenue and are expected to grow to over \$2.4 billion by the end of 2015.¹ Even "large land-based casino operators are looking at this new space" for "a healthy growth potential."²

12. With free-to-play games of chance, developers have begun exploiting the same

¹ VentureBeat, *Report confirms that social casino games have hit the jackpot with \$1.6B in revenue | GamesBeat | Games | by Dean Takahashi*, <http://venturebeat.com/2012/09/11/report-confirms-that-social-casino-games-have-hit-the-jackpot-with-1-6b-in-revenue/> (last visited Apr. 10, 2015).

² *Id.*

psychological triggers as casino operators. As one respected videogame publication put it:

“If you hand someone a closed box full of promised goodies, many will happily pay you for the crowbar to crack it open. The tremendous power of small random packs of goodies has long been known to the creators of physical collectible card games and companies that made football stickers a decade ago. For some . . . the allure of a closed box full of goodies is too powerful to resist. Whatever the worth of the randomised [sic] prizes inside, the offer of a free chest and the option to buy a key will make a small fortune out of these personalities. For those that like to gamble, these crates often offer a small chance of an ultra-rare item.”³

13. Another stated:

“Games may influence ‘feelings of pleasure and reward,’ but this is an addiction to the games themselves; micro-transactions play to a different kind of addiction that has existed long before video games existed, more specifically, an addiction similar to that which you could develop in casinos and betting shops.”⁴

14. The comparison to casinos doesn’t end there. Just as with casino operators, free-to-play developers rely on a small portion of their players to provide the majority of their profits. These “whales,” as they’re known in casino parlance, account for just “0.15% of players” but provide “over 50% of mobile game revenue.”⁵

15. Game Informer, another respected videogame magazine, reported on the rise (and danger) of micro-transactions in free-to-play games and concluded:

“[M]any new mobile and social titles target small, susceptible populations for large percentages of their revenue. If ninety-five people all play a [free-to-play] game without spending money, but five people each pour \$100 or more in to obtain virtual currency, the designer can break even. These five individuals are what the industry calls whales, and we tend not to be too concerned with how they’re being used in the equation. While the scale and potential financial ruin is of a different magnitude, a similar profitability

³ PC Gamer, *Microtransactions: the good, the bad and the ugly*, <http://www.pcgamer.com/microtransactions-the-good-the-bad-and-the-ugly/> (last visited Apr. 10, 2015).

⁴ The Badger, *Are micro-transactions ruining video games?* | *The Badger*, <http://www.badgeronline.co.uk/micro-transactions-ruining-video-games/> (last visited Apr. 10, 2015).

⁵ *Id.* (emphasis added).

model governs casino gambling.”⁶

16. Academics have also studied the socioeconomic effect free-to-play games have on consumers. In one study, the authors compiled several sources analyzing free-to-play games of chance (called “casino” games below) and stated that:

“[Researchers] found that [free-to-play] casino gamers share many similar sociodemographic characteristics (e.g., employment, education, income) with online gamblers. Given these similarities, it is perhaps not surprising that a strong predictor of online gambling is engagement in [free-to-play] casino games. Putting a dark line under these findings, over half (58.3%) of disordered gamblers who were seeking treatment stated that social casino games were their first experiences with gambling.”

...

“According to [another study], the purchase of virtual credits or virtual items makes the activity of [free-to-play] casino gaming more similar to gambling. Thus, micro-transactions may be a crucial predictor in the migration to online gambling, as these players have now crossed a line by paying to engage in these activities. Although, [sic] only 1–5% of [free-to-play] casino gamers make micro-transactions, those who purchase virtual credits spend an average of \$78. Despite the limited numbers of social casino gamers purchasing virtual credits, revenues from micro-transactions account for 60 % [sic] of all [free-to-play] casino gaming revenue. Thus, a significant amount of revenue is based on players’ desire to purchase virtual credits above and beyond what is provided to the player in seed credits.”⁷

17. The same authors looked at the link between playing free-to-play games of chance and gambling in casinos. They stated that “[prior] research indicated that winning large sums of virtual credits on social casino gaming sites was a key reason for [consumers’] migration to online gambling,”

⁶ Game Informer, *How Microtransactions Are Bad For Gaming - Features -* [www.GameInformer.com](http://www.gameinformer.com/b/features/archive/2012/09/12/how-microtransactions-are-bad-for-gaming.aspx?CommentPosted=true&PageIndex=3), <http://www.gameinformer.com/b/features/archive/2012/09/12/how-microtransactions-are-bad-for-gaming.aspx?CommentPosted=true&PageIndex=3> (last visited Apr. 10, 2015).

⁷ Hyoun S. Kim, Michael J. A. Wohl, *et al.*, *Do Social Casino Gamers Migrate to Online Gambling? An Assessment of Migration Rate and Potential Predictors*, *Journal of gambling studies / co-sponsored by the National Council on Problem Gambling and Institute for the Study of Gambling and Commercial Gaming* (Nov. 14, 2014), *available at* <http://link.springer.com/content/pdf/10.1007%2Fs10899-014-9511-0.pdf> (citations omitted).

yet the largest predictor that a consumer will transition to online gambling was “micro-transaction engagement.” In fact, “the odds of migration to online gambling were approximately *eight times greater* among people who made micro-transactions on [free-to-play] casino games compared to [free-to-play] casino gamers who did not make micro-transactions.”⁸

18. The similarity between free-to-play games of chance and games of chance found in casinos has caused governments across the world to intervene and limit their availability.⁹ For example, a member of the Belgian Gaming Commission recently decried Game of War’s Casino as illegal gambling, stating that Machine Zone was targeting underage consumers and encouraging them to gamble due to the “casino elements” within the game.¹⁰ Unfortunately, such games have eluded regulation in the United States. As a result, and as described below, Defendant’s Game of War Casino has thrived and thousands of consumers have lost millions of dollars by unwittingly gambling in Defendant’s unlawful game of chance.

II. Defendant’s Game of War and its Virtual Casino.

19. Machine Zone operates the popular Game of War videogame that is available on Android (*e.g.*, Samsung Galaxy S) and iOS (*e.g.*, Apple iPhone) devices. Consumers download the game for free by visiting the Google Play or the Apple App store. Once the game is installed, consumers begin playing

⁸ *Id.* (emphasis added).

⁹ In late August 2014, South Korea began regulating “social gambling” games, including games similar to Game of War, by “ban[ning] all financial transactions directed” to the games. PokerNews.com, *Korea Shuts Down All Facebook Games In Attempt To Regulate Social Gambling* | *PokerNews*, www.pokernews.com/news/2014/09/korea-shuts-down-facebook-games-19204.htm (last visited Apr. 10, 2015). Similarly, “the Maltese Lotteries and Gambling Authority (LGA) invited the national Parliament to regulate all digital games with prizes by the end of 2014.” *Id.*

¹⁰ *Belgian Regulator Denounces Game of War: Fire Age as “Illegal Gambling”*, <http://www.casino.org/news/belgian-regulator-denounces-game-war-fire-age-illegal-gambling> (last visited Apr. 10, 2015).

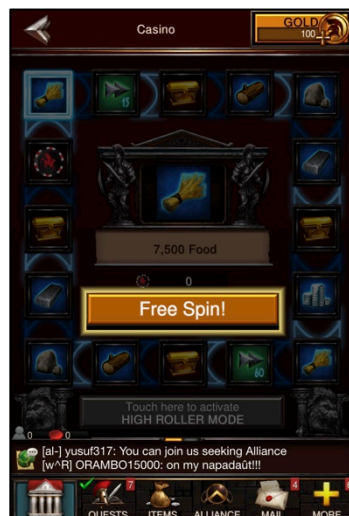
by opening the game and running through a tutorial created by Machine Zone aimed to familiarize consumers with the game's mechanics.

20. Although the game is free-to-play, one of the primary methods by which Defendant generates revenue is selling in-game "Gold" to consumers. Prices start at \$4.99 for 1,200 Gold. Since early 2014, Machine Zone has generated over \$600 million in revenue, in part, by selling Gold and Chips.

21. Once consumers purchase Gold, they are able to buy "Chips" at the game's "Casino." Defendant's aptly named Casino, though, is nothing more than an illegal game of chance camouflaged as a benign videogame.

A. Defendant's Game of War Casino and its Spinning Wheel of Chance.

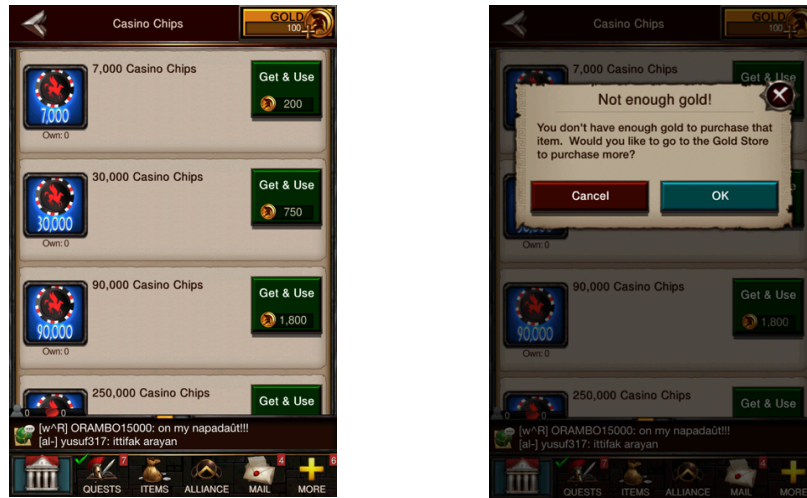
22. Within Game of War, Machine Zone has created a virtual Casino where the only purpose is to engage in a game of chance. The first time consumers visit the Casino, Defendant gives them a free "spin" of the wheel. (See [Figure 1](#).)



(Figure 1.)

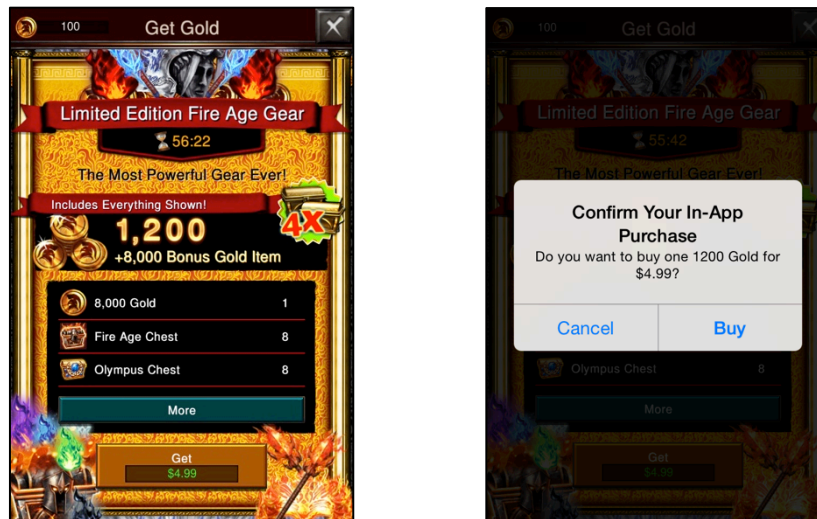
23. After their initial visit, consumers have to wager a minimum of 5,000 Chips for each

spin. (See Figure 2, on the following page.) If consumers do not have enough Chips to spin the Wheel, Machine Zone informs them that they must “Get & Use” Chips by buying them for 200 Gold. (*Id.*) Defendant then directs consumers to its “Gold Store to purchase more” via a pop-up screen. (*Id.*)



(**Figure 2.**)

24. At its Gold Store, Defendant sells Gold at prices starting at \$4.99 for 1,200 Gold and at a maximum of \$99.99 for 20,000 Gold. (See Figure 3.)

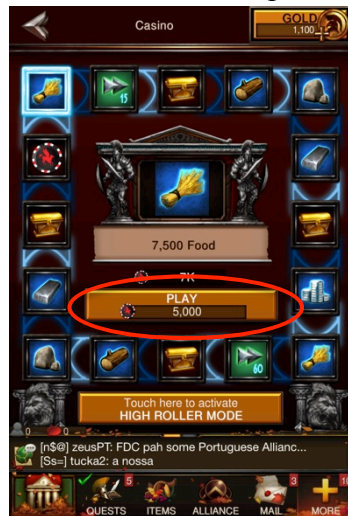


(**Figure 3.**)

25. Once the consumers have purchased the Gold¹¹, they can return to the Casino to exchange their Gold for Chips to use at Defendant's game of chance.

B. Defendant Accepts Wagers for a Spin and Awards Prizes.

26. Defendant's Casino is not unlike the popular spinning wheel games found at traditional casinos (e.g., "Big Six Wheel" or "Wheel of Fortune"). For its version of the spinning wheel, Defendant encourages consumers to "PLAY" by wagering 5,000 Chips (approximately \$0.60) to spin the wheel. (See Figure 4, showing the cost of one "PLAY" or spin as "5,000" Chips, or \$0.60). Defendant also developed a "HIGH ROLLER MODE" that can be activated (at a price) to increase the wager while making "bonus items" available as prizes.

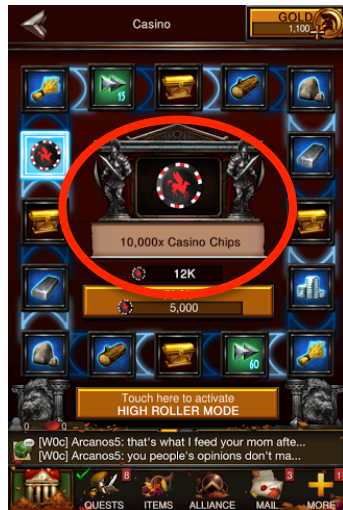


(Figure 4.)

27. When the consumer spins the wheel, Defendant uses an animated light to indicate a "spin." The animated light then rotates around the wheel and stops after several seconds. The consumer is awarded whatever prize the animated light lands on. (See Figure 5 on the following page, showing

¹¹ In an effort to boost sales of Chips and Gold (and without disclosing this fact), Defendant only lets players purchase packages at prices equal to or higher than price of the previous package the consumer purchased. For example, if a consumer purchased packages at \$4.99, then \$4.99, and then \$9.99, Defendant won't offer that consumer any packages less than \$9.99 going forward.

that the player won “10,000” additional casino chips, worth approximately \$1.20.)



(Figure 5.)

28. The prizes Defendant awards vary in value from “resources” that can be used to advance game play (e.g., wood or stone) to high-value items such as additional Casino Chips or Gold.

29. Similar to traditional spinning wheels found in casinos, consumers do not have any ability to control what prizes Defendant awards upon a spin.¹² After pressing the button to spin the wheel, Defendant does not accept any input or action until it awards the prize—no skill on the part of the consumer affects the outcome of a spin.

30. The outcome of a spin depends entirely on the rules Defendant has programmed into the Game of War Casino. Defendant programmed the rules that determine, for example, how much consumers can wager, how the wagers are deducted from accounts, how long each spin takes, how the

¹² While the consumer does not have a choice as to the specific prize they are awarded by the spinning wheel, there are instances where Defendant’s prize is a play at another game of chance. In those cases, for example, Defendant will present three closed “treasure chests” to the consumer that contain (hidden) items of varying value. The consumer is allowed to open one chest to discover and keep whatever it contains. Like the spinning wheel, the contents of the chests range from in-game resources to additional Chips or Gold.

spin is animated, the odds of winning each type of prize, and how the prize is presented and credited to the consumer. Moreover, Defendant maintains detailed records showing transaction details, such as when players purchase Gold and/or convert Gold to Chips.

C. Consumers Have Lost (and Defendant Has Won) Real Money in the Casino.

31. The Casino is an integral part of Defendant's Game of War. Defendant advertises the Casino to consumers within the game and has tied usage of the Casino to in-game advancement. By design, all players of Game of War have undoubtedly spun the wheel at the Casino. And once Defendant has gotten a consumer's foot in the Casino door, Defendant does its best to encourage consumers to wager Chips that have been purchased with cash.

32. In one report, a child who played Game of War lost over €25,000 (approximately \$27,000) of his parents' money by playing Game of War and wagering at the Casino.¹³

33. The allure of the Casino, naturally, is that consumers have the chance of winning prizes that are valued higher than their initial wagers. Knowing this, Defendant populated the possible outcomes with prizes such as Chips that grant additional spins of the wheel and "treasure chests" that might be filled with Gold.

34. Recently, in an effort to uncover the odds of winning various prizes, an individual that regularly plays in the Casino compiled the results of over 1,000 individual spins. These results, shown in Figure 6, shed light on the odds Defendant programmed each spin to win each prize.

¹³ *Belgian Regulator Denounces Game of War: Fire Age as "Illegal Gambling"*, <http://www.casino.org/news/belgian-regulator-denounces-game-war-fire-age-illegal-gambling> (last visited Apr. 10, 2015).

	Spins	Basic Items	Chests	Chests With Gold	Free Chips
Total Spins	1098	843	178	47	77
Total Percent	100%	76.78%	16.21%	26.40%	7.01%

(Figure 6.)¹⁴

35. The results also show consumers' expected cost of obtaining each prize, which is also equal to Defendant's expected revenue by offering each prize. (See Figure 7.)

	Basic Item	Chests	Chests With Gold	Free Chips
Expected Cost	\$0.77	\$4.95	\$13.78	\$8.41

(Figure 7.)¹⁵

36. As the figures above show, Defendant programmed the odds to favor the award of "basic items" on a spin while disfavoring the award of chests, Gold, and Chips. Defendant programmed the odds in that way because it knows that consumers will pay a little money up front for the *chance* at receiving an otherwise expensive item. By design, then, Defendant has made millions selling Chips and Gold that are used to wager at its Casino.

D. The Secondary Market for Game of War Accounts.

37. The prizes Defendant awards after spinning are valuable to Machine Zone and players alike. Machine Zone makes millions of dollars by selling Gold and Chips to consumers within the Game of War videogame, and to cash out, players have created secondary markets to buy and sell Game of War accounts.

¹⁴ *What are the odd's - Casino | GOWFA Central*, <http://www.gowfacentral.com/what-are-the-odds-casino/> (last visited Apr. 10, 2015).

¹⁵ Expected cost was calculated by multiplying the approximate cost per spin of \$0.60 by the odds of winning identified in Figure 6.

38. Specifically, when players win big at the Casino, they can cash out by selling their accounts online. For example, Game of War accounts are regularly listed for sale on traditional auction websites, such as nonparty eBay, Inc., for \$500 or more. Accounts containing a high amount of Gold and Chips fetch higher prices.¹⁶

39. Similarly, players routinely list accounts for sale at PlayerAuctions.com where the prices rise commensurate with the amount of Gold in the account.¹⁷ As such, players' account values will increase with the amount of Gold that is won through Defendant's Casino.

40. Thousands of players have also joined together to create a Facebook community that is self-described as the "Largest Game of War Account Trading Community on Facebook. Here you can Buy, Sell, and Trade GoW Accounts."¹⁸

41. And on www.PlayerUp.com—the "worlds [*sic*] most secure player 2 player account marketplace"—over 2,900 users have listed their Game of War accounts for sale. (See Figure 8.) Many of the consumers selling their accounts have asked prices well over \$1,000. (See *id.*)

¹⁶ *Game of war accounts* | eBay, http://www.ebay.com/sch/i.html?_from=R40&_trksid=p2050601.m570.11313.TR0.TRC0.H0.Xgame+of+war+accounts.TRS0&_nkw=game+of+war+accounts&ghostText=&_s_acat=0 (last visited Apr. 10, 2015).

¹⁷ *Buy Game of War Account with Mil power and lot more offer!* | PlayerAuctions, <http://www.playerauctions.com/game-of-war-account/> (last visited Apr. 10, 2015).

¹⁸ *Game of War Accounts - Buy and Sell* | Facebook, <https://www.facebook.com/gameofwaraccounts> (last visited Apr. 10, 2015).

Game of War Accounts - Buy Sell Trade
 Here you can buy, sell, and trade Game of War Accounts and GoW Characters.
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Title	Start Date	Replies	Views	Last Message
Important: Safe Trading Game of War Guide - Avoid Scams Middleman, 8/14/14		Replies: 0 Views: 2,353		Middleman 8/14/14
WTS Awesome Value - 287mm Account in #354 Katara - 125,000 T4 Traps, T4 Troops, Tons Research!! Asking Price: 900 Josh Wright, 3/15/15		Replies: 5 Views: 497		Grestoffer809 Yesterday at 3:59 PM
WTS Cheap 1.5B power KINGDOM #388 - Buy Now Asking Price: 1500 xoradric, 3/17/15		Replies: 4 Views: 507		xoradric Thursday at 2:42 AM
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WTS K238 122 Million power 2.7 Million T3 !!!!!!!!!!!!! - Buy Now Sneak0526, 2/7/15		Replies: 5 Views: 220		Jamal Blanton Friday at 3:45 PM
WTS 25 million Sh 21. K372 Lipoon - Buy Now Shirupt, 2/23/15		Replies: 4 Views: 326		hydrobox Tuesday at 10:31 PM
WTS SH 21, 97 mil power, kingdom 184 - Buy Now Asking Price: 499 coopsa111, 2/24/15		Replies: 5 Views: 373		coopsa111 Tuesday at 4:58 PM
WTS K218 207mil power for \$600 - Buy Now prinny, 2/8/15		Replies: 4 Views: 194		prinny 3/22/15
WTS K324 Rulling Account T4 (Strategic and Regular) 230M Power Account - Buy Now Asking Price: 2000 cubacorn, 12/19/14		Replies: 3 Views: 324		TAS 3/22/15

(Figure 8.)

42. On information and belief, Defendant is fully aware of the existence of this secondary market and the manner in which its customers use it.

PLAINTIFF MASON’S EXPERIENCE

43. In early 2014, Plaintiff Mason downloaded Game of War onto her mobile device and began playing the game. Soon after, she began playing in the Casino where she wagered complimentary Chips for a chance to win a prize. After she exhausted her complimentary Chips, Plaintiff Mason began purchasing more Chips by buying Gold in increments of at least \$4.99. Thereafter, and up until January 2015, Plaintiff Mason continued to purchase Chips and Gold so that she could wager Chips for a chance at winning a prize in Defendant’s Casino. In total, from early 2014 to January 2015, Plaintiff has lost more than \$100 wagering at Defendant’s Casino.

CLASS ALLEGATIONS

44. **Class Definitions:** Plaintiff Mason brings this action pursuant to Fed. R. Civ. P. 23(b)(3)

on behalf of herself and a Class and Subclass of similarly situated individuals, defined as follows:

Class: All persons in the United States who purchased Chips from Defendant and lost the Chips by wagering at Defendant's Game of War Casino.¹⁹

Subclass: All Class members who are residents of Maryland that lost money at Defendant's Game of War Casino.

Excluded from the "Class" and "Subclass" (collectively referred to as the "Class," unless otherwise indicated) are: (1) any Judge or Magistrate presiding over this action and members of their families; (2) Defendant, Defendant's subsidiaries, parents, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and its current or former employees, officers and directors; (3) persons who properly execute and file a timely request for exclusion from the Class; (4) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (5) Plaintiff's counsel and Defendant's counsel; and (6) the legal representatives, successors, and assigns of any such excluded persons.

45. **Numerosity:** The exact number of the members of the Class and Subclass is unknown and not available to Plaintiff at this time, but it is clear that individual joinder is impracticable. On information and belief, tens of thousands of consumers fall into the definition of the Class, with thousands of those consumers residing in Maryland. Members of the Class and Subclass can be identified through Defendant's records.

46. **Commonality and Predominance:** There are many questions of law and fact common to Plaintiff's and the Class's claims, and those questions predominate over any questions that may affect

¹⁹ Defendant's "Terms of Service," a true and accurate copy is attached hereto as Exhibit A, state under the heading "(c) Controlling Law and Jurisdiction" that "These Terms and any action related thereto will be governed by the laws of the State of California without regard to its conflict of law provisions."

individual members of the Class. Common questions for the Class include, but are not necessarily limited to the following:

- a. Whether Defendant's Game of War is an unlawful gambling device as defined by Cal. Penal Code § 330b;
- b. Whether Defendant's conduct violates Cal. Civ. Code §§ 17200 *et seq.*;
- c. Whether Defendant has been unjustly enriched; and
- d. Whether Defendant's Game of War is a gambling device as defined by Maryland Code Criminal Law Section 12-101.

47. **Typicality:** Plaintiff's claims are typical of the claims of other members of the Class, in that Plaintiff and the members of the Class sustained damages arising out of Defendant's wrongful conduct.

48. **Adequate Representation:** Plaintiff will fairly and adequately represent and protect the interests of the Class and has retained counsel competent and experienced in complex litigation and class actions. Plaintiff's claims are representative of the claims of the other members of the Class. That is, Plaintiff and each member of the Class lost money playing Defendant's game of chance. Plaintiff also has no interests antagonistic to those of the Class, and Defendant has no defenses unique to Plaintiff. Plaintiff and her counsel are committed to vigorously prosecuting this action on behalf of the members of the Class and have the financial resources to do so. Neither Plaintiff nor her counsel have any interest adverse to the Class.

49. **Policies Generally Applicable to the Class:** This class action is appropriate for certification because Defendant has acted or refused to act on grounds generally applicable to the Class as a whole, thereby requiring the Court's imposition of uniform relief to ensure compatible standards of

conduct toward the members of the Class, and making final injunctive relief appropriate with respect to the Class as a whole. Defendant's policies that Plaintiff challenges apply and affect members of the Class uniformly and Plaintiff's challenge of these policies hinges on Defendant's conduct with respect to the Class as a whole, not on facts or law applicable only to Plaintiff. The factual and legal bases of Defendant's liability to Plaintiff and to the other members of the Class are the same.

50. **Superiority:** This case is also appropriate for certification because class proceedings are superior to all other available methods for the fair and efficient adjudication of this controversy. The harm suffered by the individual members of the Class is likely to have been relatively small compared to the burden and expense of individual prosecution of litigation to redress Defendant's actions. Absent a class action, it would be difficult if not impossible for the individual members of the Class to obtain effective relief from Defendant. Even if members of the Class themselves could sustain such individual litigation, it would not be preferable to a class action because individual litigation would increase the delay and expense to all parties and the Court and require duplicative consideration of the legal and factual issues presented. By contrast, a class action presents far fewer management difficulties and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single Court. Economies of time, effort, and expense will be fostered and uniformity of decisions will be ensured.

51. Plaintiff reserves the right to revise the "Class Allegations" and "Class Definitions" based on facts learned through additional investigation and discovery.

COUNT I
Violation of Cal. Penal Code § 330b
(On Behalf of Plaintiff and the Class)

52. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

53. Defendant's Game of War Casino is a "slot machine or device" within the meaning of Cal. Penal Code § 330b(d) because it is a machine, apparatus, or device that has been adapted for use in a way that is operated through the insertion of money by electronic means, and by reason of chance the users may receive a thing of value that may be given in trade for money, credit, allowance, or a thing of value.

54. Defendant's Game of War Casino is a "device" because Defendant caused its Game of War mobile application to be installed on mobile devices (*e.g.*, Apple iPhones or iPads) to operate as discrete terminals where players can wager Gold or Chips at a game of chance.

55. Defendant's Game of War Casino is adapted for use to allow for the insertion of money by electronic means because a press of the "spin" button causes Chips that were purchased with cash or Gold (which, in turn, was purchased using cash) to be debited from the players' accounts and credited to Defendant.

56. Defendant's Game of War Casino awards players things of value by reason of chance because by "spinning" a wheel, consumers are awarded things of value based upon pre-determined odds or algorithms that dictate the likelihood of winning a particular thing. Moreover, after a consumer presses the "spin" button, Defendant does not accept or require any input from consumers to award a prize. The outcome of the spin is determined entirely by chance and not by any action or skill on the part of the consumer. As such, Defendant's Game of War Casino is not a contest of skill.

57. Defendant's Game of War Casino awards in-game items, Gold, and additional Chips, which are all things of value and/or things of value that may be given in trade for money, credit, allowance, or a thing of value. Specifically, Gold and Chips are things of value because Machine Zone offers them for sale in its electronic Gold Store, and/or are things of value that may be given in trade for

money, credit, allowance, or a thing of value because consumers can buy and sell Game of War accounts on secondary markets. (*See Section II.D.*)

58. Defendant's Game of War Casino is not a "pinball and other amusement machine or device" as defined by Cal. Penal Code § 330b(d) because it is not predominately a game of skill. In fact, the Game of War Casino does not incorporate any skill in its gameplay. Instead, the Game of War Casino relies entirely on chance to award things of value.

59. Plaintiff and each member of the Class have lost money as a proximate result of Defendant's violations of law and the wrongful conduct alleged herein.

60. Plaintiff seeks an order (a) requiring Defendant to cease the unlawful practices described herein; (b) requiring Defendant to restore to Plaintiff and each Class member any money obtained through the operation of its unlawful slot machines or devices; (c) forcing Defendant to disgorge all ill-gotten revenues and/or profits; and (d) providing such other and further relief as may be just and proper.

COUNT II
Violation of the Unfair Competition Law
Cal. Bus. & Prof. Code §§ 17200, *et seq.*
(On Behalf of Plaintiff and the Class)

61. Plaintiff incorporates by reference the foregoing allegations as if fully set forth herein.

62. California's Unfair Competition Law ("UCL"), Cal Bus. & Prof. Code §§ 17200, *et seq.*, protects both consumers and competitors by promoting fair competition in commercial markets for goods and services.

63. The UCL prohibits any unlawful, unfair, or fraudulent business act or practice, including the employment of any deception, fraud, false pretense, false promise, misrepresentation, or the concealment, suppression, or omission of any material fact. A business practice need only meet one of the three criteria to be considered unfair competition.

64. Defendant has violated the unlawful prong of the UCL by unlawfully owning and operating “slot machines or devices” within the meaning of Cal. Penal Code § 330b(d).

65. Defendant’s unlawful conduct occurred during the marketing and distribution of its Game of War mobile game and in its sale of the Gold and Chips, and therefore occurred in the course of Defendant’s business practices.

66. Defendant’s unlawful conduct directly and proximately caused Plaintiff and the Class actual monetary damages in the form of the money paid for each Game of War Casino spin (typically \$0.60 per spin).

67. But for Defendant’s conduct as described herein, Plaintiff and the Class would not have spent money performing spins in Defendant’s Game of War Casino.

68. Pursuant to Cal. Bus. & Prof. Code § 17203, Plaintiff seeks an order (a) requiring Defendant to cease the unlawful practices described herein; (b) requiring Defendant to restore to Plaintiff and each Class member any money acquired by means of unlawful and unfair competition (restitution); and, (c) awarding reasonable costs and attorneys’ fees pursuant to Cal. Code Civ. Proc. § 1021.5.

COUNT III
Unjust Enrichment
(On Behalf of Plaintiff and the Class)

69. Plaintiff incorporates by reference the foregoing allegations as if fully set forth herein.

70. Plaintiff and the Class have conferred a benefit upon Defendant in the form of the money Defendant received from them for the purchase of Gold or Chips to wager at Defendant’s Game of War Casino.

71. The purchase of the Gold or Chips to wager at Defendant’s Game of War Casino is and

was beyond the scope of any contractual agreement between Defendant and Plaintiff and members of the Class. To wit, Defendant's terms of service do not mention the Game of War Casino or that Game of War includes games of chance. Furthermore, the terms of service specifically prohibit the "promot[ion] or encourage[ment] [of] any illegal activity."

72. Defendant appreciates and/or has knowledge of the benefits conferred upon it by Plaintiff and the Class.

73. Under principles of equity and good conscience, Defendant should not be permitted to retain the money obtained from Plaintiff and the members of the Class, which Defendant has unjustly obtained as a result of its unlawful operation of slot machines and/or devices. As it stands, Defendant has retained millions of dollars in profits generated from its unlawful games of chance and should not be permitted to retain those ill-gotten profits.

74. Accordingly, Plaintiff and the Class seek full disgorgement and restitution of any money Defendant has retained as a result of the unlawful and/or wrongful conduct alleged herein.

COUNT IV
The Maryland Loss Recovery Statute
(Md. Code, Crim. Law § 12-110)
(On Behalf of Plaintiff and the Subclass)

75. Plaintiff Mason incorporates by reference the foregoing allegations as if fully set forth herein.

76. Plaintiff and members of the Subclass are each a "Person" as defined by Md. Code, Crim. Law § 1-101.

77. Plaintiff and members of the Subclass played Defendant's Game of War Casino game, which is a "gambling device." Maryland Code Criminal Law Section 12-101 defines "gambling device" as "a game or device at which money or any other thing or consideration of value is bet, wagered, or

gambled,” including “a paddle wheel, wheel of fortune, chance book, and bingo.” Md. Code, Crim. Law § 12-101.

78. The Game of War Casino is a gambling device because consumers exchange cash for Chips (or cash for Gold and then Gold for Chips) to wager on the outcome of a spin. Moreover, the Game of War Casino is an electronic version of the popular “wheel of fortune” gaming device (also known as “big six”²⁰) found in traditional casinos.

79. In the Game of War Casino, players press the “spin” button and an animation causes a selector box to move around the device, and when the selector box stops the consumer is awarded a prize of varying degrees of value.

80. Importantly, after a consumer presses the “spin” button, Defendant does not accept or require any input from consumers to award a prize. The outcome of the spin is determined entirely by chance and not by any action or skill on the part of the consumer. As such, Defendant’s Game of War Casino is not a contest of skill.

81. Plaintiff and members of the Subclass wagered Chips for a “spin” at Defendant’s Game of War Casino because they each pressed the “spin” button which caused Chips that were purchased with cash or Gold (which, in turn, was purchased with cash) to be debited from the players’ accounts and credited to Defendant.

82. Plaintiff and members of the Subclass played at Defendant’s Game of War Casino for the chance at winning valuable prizes, including additional Chips. Specifically, Gold and Chips are things of

²⁰ *BIG SIX: A LONGITUDINAL MICRO-STUDY*, http://gaming.unlv.edu/reports/big6_study.pdf (last visited Apr. 14, 2015) (stating that “There are several variations of Big Six, a table game also known as the ‘Wheel of Fortune’ (it has no relation to the [] slot franchise branded after the popular game show of the same name).”)

value because Machine Zone offers them for sale in its electronic Gold Store, and/or are things of value that can be traded for money or other things of value because consumers can buy and sell Game of War accounts on secondary markets. (*See Section II.D.*)

83. Defendant is the winner of Plaintiff's and the Subclass's losses because it debited Chips from their accounts in return for "spins" and awarded Plaintiff and the Subclass their prizes.

84. Accordingly, Plaintiff and the Subclass seek full disgorgement and restitution of any money Defendant has won from Plaintiff and the Subclass as a result of the unlawful and/or wrongful conduct alleged herein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Mia Mason, on behalf of herself and members of the Class and Subclass, prays for the following relief:

- a. Certify this case as a class action on behalf of the Class and Subclass as defined above and appoint Mia Mason as class representative and her undersigned attorneys as Class Counsel;
- b. Declare that Defendant's actions, as set out above, violate Cal. Penal Code § 330b and California's Unfair Competition Law;
- c. Award Plaintiff's and the Class's damages and/or require Defendant to restore to Plaintiff and each Class member any money acquired by means of unlawful and unfair competition (restitution);
- d. Enter judgment against Defendant in the amount of the losses suffered by Plaintiff and each member of the Subclass;
- e. Award Plaintiff and the Class reasonable costs and attorneys' fees;
- f. Award Plaintiff and the Class pre- and post-judgment interest;
- g. Enter judgment for injunctive, statutory and/or declaratory relief as is necessary to protect

the interests of Plaintiff and the Class; and,

- h. Award such other and further relief as equity and justice may require.

JURY DEMAND

Plaintiff requests trial by jury of all claims that can be so tried.

Respectfully Submitted,

MIA MASON, individually and on behalf of all others
similarly situated,

Dated: April 17, 2015

By: /s/ Maria C. Simon
One of Plaintiff's Attorneys

Maria C. Simon
MD Bar Number 17238
msimon@thegellerlawgroup.com
THE GELLER LAW GROUP
4000 Legato Road, Suite 1100
Fairfax, Virginia 22033
Tel: 703.679.7067
Fax: 703.259.8584

Rafey S. Balabanian*
rbalabanian@edelson.com
Benjamin H. Richman*
brichman@edelson.com
Amir C. Missaghi*
amissaghi@edelson.com
EDELSON PC
350 North LaSalle Street, Suite 1300
Chicago, Illinois 60654
Tel: 312.589.6370
Fax: 312.589.6378

**Pro Hac Vice* admission to be sought

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

(b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

DEFENDANTS

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question, 4 Diversity

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Contains various legal categories and checkboxes.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District, 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Brief description of cause:

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE SIGNATURE OF ATTORNEY OF RECORD

Handwritten signature of attorney

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

Case 1:15-cv-01107-JKB Document 1-1 Filed 04/17/15 Page 2 of 2
INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the six boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- Date and Attorney Signature.** Date and sign the civil cover sheet.

EXHIBIT A



TERMS OF SERVICE

Note: The database may be subject to resets for major bug fixes. In the event a database reset occurs, Machine Zone will credit each user account with the correct amount of Virtual Currency.

The following terms and conditions (the "Agreement") govern all use of any part of Machine Zone, LLC's ("Machine Zone," "we," "us," or "our") applications, games, content, activities, and services (the "Services") which are made available by us via our web site at www.machinezone.com (the "Site") or through other communication platforms, including third party social networking websites or your mobile phone, and whether or not you have registered for an account on our Site or for any of our Services: (A) YOU ("USER") REPRESENT THAT YOU ARE EIGHTEEN (18) YEARS OF AGE OR OLDER AND YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW (THESE "TERMS") OR (B) IF YOU ARE BETWEEN THE AGES OF THIRTEEN (13) AND EIGHTEEN (18), YOU REPRESENT THAT YOUR LEGAL GUARDIAN HAS REVIEWED AND AGREED TO THESE TERMS. If you do not agree with all of these Terms, or you are not at least thirteen (13) years of age, or you are between the ages of thirteen (13) and eighteen

(18) and your legal guardian does not agree with all of these Terms, please do not access and/or use the Site or Services.

www.machinezone.com

Machine Zone reserves the right, at its sole discretion, to modify or replace any of the features of the Services, and additional guidelines, terms or conditions of this Agreement at any time which will be posted in connection with such features. All such additional terms and the Machine Zone Privacy Policy available at www.machinezone.com are hereby made a part of these Terms. It is User's responsibility to check this Agreement periodically for changes. User's continued use of the Service following the posting of any changes to this Agreement constitutes acceptance of those changes. Your continued use of any Site or Service thirty (30) calendar days after the changes are first notified by Machine Zone as described above will constitute your agreement to such changes. If you object to any change, your sole recourse shall be to immediately cease using the Site and Services.

Machine Zone may, in its sole discretion, refuse to offer the Service to any person or entity and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the Service is revoked in such jurisdictions.

1. LICENSE TO USE THE SERVICES

(a) Subject to your compliance with these Terms, Machine Zone grants you a limited, non-exclusive, non-transferable, non-sublicense-able, revocable license to access and use the Services solely for your personal non-commercial entertainment purposes. You may not use the Services for any other purpose, commercial or otherwise.

(b) You agree not to: (i) use the Service for any purpose other than as expressly permitted by these Terms; (ii) copy (except to execute games on your mobile phone for your personal non-commercial entertainment use), adapt, merge, modify, prepare any derivative works of, reverse engineer, disassemble, decompile, license, sell, stream, distribute or otherwise transfer, or otherwise exploit any materials (including any software) or any portion thereof, provided through the Site or Services; or (iii) otherwise violate these Terms, including the Code of Conduct described in Section 2 below. Any use of the Site or Services in violation of these limitations will be considered a breach of these Terms, is cause for immediate suspension and/or termination under Section 11(b) of these Terms, and/or may result in legal action against you.

2. RESTRICTIONS AND CODE OF CONDUCT

You agree that you will not (the following restrictions are referred to collectively as the "**Code of Conduct**")

(a) cheat or use, develop or distribute automation software programs ("bots"), "macro" software programs or other "cheat utility" software programs or applications which are designed to modify the Services or Machine Zone experience;

(b) exploit, distribute or publicly inform other users of any game error, miscue or bug which gives an unintended advantage or allows impersonation of another person;

(c) disrupt, attempt to, or otherwise assist in the disruption of (i) any computer or network used to provide or support the Services or (ii) any other user's experience;

(d) upload files that contain viruses, Trojan horses, worms, time bombs, corrupted files or data, or

- (e)** promote or encourage any illegal activity including, without limitation, hacking, cracking or distribution of counterfeit software, or cheats or hacks for the Services;
- (f)** publish, post, upload, transmit, distribute or disseminate User Content (as defined in Section 8(a) below) that is harmful to minors, otherwise harmful, abusive, vulgar, harassing, sexually explicit, sexually provocative, pornographic, defamatory, libelous, obscene, infringing, embarrassing, unwanted, invasive of another's right of privacy or publicity (including distributing another user's personal information if he or she has not made such information public on the host site (if applicable)), hateful, racist, homophobic, bigoted, or otherwise offensive or objectionable;
- (g)** submit material that is copyrighted, protected by trade secret or otherwise subject to third party intellectual property or proprietary rights, including privacy and publicity right, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant Machine Zone all of the license rights granted herein;
- (h)** restrict or inhibit any other user from using and enjoying the Services (such as, but not limited to, disrupting the flow of chat in chat rooms with vulgar language, abusiveness, hitting the return key repeatedly, inputting excessively large images so the screen goes by too fast to read, use of excessive SHOUTING (all caps) in an attempt to disturb other users, "spamming," or flooding (continuous posting repetitive text));
- (i)** promote, encourage, or otherwise advocate the use of illegal drugs;
- (j)** violate any other terms governing the access or use of the Services (including any end user license, code of conduct or other terms of use/service or guidelines from any Machine Zone or third party web site through which the Services are available);
- (k)** publish falsehoods or misrepresentations that could damage Machine Zone or any third party;
- (l)** post advertisements or solicitations of business, advertise or offer to sell or buy any goods or services for any purpose through the Services, unless the Services on which you are playing specifically and expressly allow such messages and provided further that offers to buy or sell in-game items, if expressly permitted by Machine Zone, are limited to the forum or channel specified by Machine Zone for such offers;
- (m)** collect (in an automated manner or otherwise) personal information (including attempting to obtain password or account information) about other users without their written consent, or impersonate or create a false identity (such as a celebrity, web site administrator or a Machine Zone representative);
- (n)** remove or obscure any proprietary notices on the Service;
- (o)** use the Services (including bulletin boards and other communications services) or your account in any manner other than for personal communication as an individual user (e.g. sending surveys, contests, pyramid schemes, chain letters, junk email, spam or any duplicative or unsolicited messages);
- (p)** sublease your account or offer "free space" on or other access to your account to third parties;
- (q)** improperly use support channels or complaint buttons to make false reports to Machine Zone;
- (r)** use the Services for fraudulent transactions or for any purpose that violates any applicable local, state, national, or foreign laws, regulations, or treaties; or
- (s)** otherwise create liability for Machine Zone.

As between the parties, Machine Zone shall own all title, ownership rights, and intellectual property rights in and to the Service, and any copies or portions thereof. In the event User submits any content, data or information to the Service, User represents and warrants that User

3. USER SUBMITTED CONTENT

The Service may allow user to submit, post or upload information and/or content (such as in chat forums) ("User Submissions"). By submitting the User Submission(s) to the Service, User hereby does and shall grant Machine Zone a worldwide, non-exclusive, perpetual, royalty-free, fully paid, sublicensable and transferable license to reproduce, distribute, display, and perform the User Submission(s) in connection with the Service. For clarity, the foregoing license grant to Machine Zone does not affect User's other ownership or license rights in your User Submission(s), including the right to grant additional licenses to the material in your User Submission(s). User Submission(s) may be withdrawn by written request to support@machinezone.com to delete content and terminate User's account.

In connection with your User Submission(s), User affirms, represents, and warrants that: (i) User owns or has the necessary licenses, rights, consents, and permissions to use and authorize Machine Zone to use each and every image and sound contained in each such User Submission and to enable inclusion and use of such User Submission(s) in the manner contemplated by the Service and this Agreement; (ii) User has the written consent, release, and/ or permission of each and every identifiable individual person in the User Submission to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Submission(s) in the manner contemplated by the Service and this Agreement; and (iii) the posting of your User Submission on or through the Service or otherwise does not violate the privacy rights, publicity rights, intellectual property rights, contract rights, or any other rights of any person or entity. User agrees to pay all royalties, fees, and other monies owing any person or entity by reason of any content posted by User to or through the Service.

Machine Zone does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and Machine Zone expressly disclaims any and all responsibility or liability in connection with User Submission(s). Machine Zone reserves the right to, in its sole discretion, remove any User Submission(s) at any time (with or without notice).

4. ACCOUNT AND SECURITY

(a) You may access the Services from our Site by registering for an account on our Site. You represent and warrant that all required registration or other information (including your email address) you submit is truthful, complete, and accurate and that you will, at all times, maintain the accuracy of such information. When you sign up for an account, you will be asked to choose a user name and a password for your account. You may not use a username that is used by someone else or that violates the Code of Conduct.

(b) Machine Zone may provide, and you may access, the Services through third party social networking websites ("**Third Party Affiliated Websites**"). If you are accessing the Services through a Third Party Affiliated Website, you must be a registered member of that Third Party Affiliated Website and you must be in compliance with the terms and conditions applicable to that Third Party Affiliated Website in addition to these Terms. If you maintain more than one account on any Third Party Affiliated Website, you may access the Services from only one account on that Third Party Affiliated Website.

(c) You may be able to use your account and/or user ID on Third Party Affiliated Websites to access and use the particular Services made available through such Third Party Affiliated Website. If any

of the Services require you to open an account directly with us on our Site, you must complete the registration process as described in Section 4(a) above. Filed 04/17/15 Page 6 of 13

(d) You are responsible for maintaining the confidentiality of your account information (including usernames, screen names, and passwords and billing information). You must notify us immediately of any unauthorized use or theft of your account or any other breach of security with respect to any Services. We will not be liable for any loss that you may incur as a result of someone else using your account, either with or without your knowledge. You are responsible for the activities occurring under your account and you will be liable for any losses or damages incurred by Machine Zone or any third party due to someone else using your account. You may not use anyone else's account at any time. Your account is personal to you and you may not transfer or make available your account to others. Any distribution by you of your account or related information may result in immediate suspension and/or cancellation of your account without refund.

5. CHARGES AND BILLING

In some cases, you can use a stored value (gift card), credit or debit card, PayPal, or other similar accounts (each referred to herein as "**Payment Information**") to pay for optional Services and/or upgrades. When you provide Payment Information to us (or our service providers), you represent and warrant that you are the authorized user of the Payment Information that is used to pay such charges. You must promptly notify us of any changes to your Payment Information. You are responsible for all charges incurred, including applicable taxes, and all purchases made by you or anyone that uses your account, including your family or friends. If you order any optional Service and/or upgrades, you agree to pay the applicable fee for such optional Service and/or upgrade (as set forth in the ordering process) and you hereby authorize us to charge your stored value (gift card), credit or debit card, PayPal, or other similar accounts using the Payment Information you provided in the ordering process.

6. THIRD PARTY PROMOTIONS AND LINKS

Our Site and/or Services may contain advertisements and other promotional content of third parties including links to third party websites or vendors (collectively "**Third Party Promotions and Links**"), some of which may invite you to participate in promotional offers in return for receiving optional Services and/or upgrades (such as in-game currency). Some of these Third Party Promotions and Links may charge separate fees, which are not included in any fees that you may pay to Machine Zone. Any separate charges or obligations you incur in your dealings with these third parties are your responsibility. We make no representation or warranty regarding any content, goods and/or services contained in such Third Party Promotions and Links, and will not be liable for any claim relating thereto. These Third Party Promotions and Links are not under the control of Machine Zone, and Machine Zone has no responsibility for, their content, goods, services, performance, operation, availability, business practices or policies. We are providing these Third Party Promotions and Links to you only as a convenience and we do not imply any endorsement or recommendation of their content, goods, or services, or of any association of us with such third parties. If you decide to access any of these Third Party Promotions and Links, you do this entirely at your own risk. Third Party Promotions and Links including third party websites are subject to their own terms and policies, including privacy and data gathering practices.

7. RELEASE

Your interactions with third parties from whose websites or networks the Services are made available or with other users of the Services are solely between you and such third parties and users. You agree that Machine Zone will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any such third parties or users, we are under no obligation to become involved. You hereby release and forever discharge us, our directors, officers, employees, agents, successors, and assigns, from, and hereby waive and relinquish, all past, present and future disputes, claims, controversies, demands, rights, obligations, liabilities, actions and causes of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or relates directly or indirectly to, any of your interactions with, or the acts or omissions of, any such third parties or users. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

8. CONTENT

(a) "Service Content" means the software, applications, games, text, graphics, images, sounds, video, and other material, information, or content, perceived, made available from, uploaded to, or otherwise transmitted on or through the Site or Services, excluding User Content but including accounts, characters, and Virtual Currency and Virtual Goods (as such terms are defined in Section 14(a) below), created, acquired or developed as a result of game play. "User Content" means text, graphics, images, sounds, video, and other material, information, or content, uploaded to, or transmitted on or through, the Site or Services by you or other users, but excluding Feedback. "Feedback" means any feedback, comments, or suggestions you provide Machine Zone regarding the Services, Service Content, or the Site, including any responses provided through user surveys.

(b) As between you and Machine Zone, you acknowledge and agree that all Service Content and Feedback is the sole and exclusive property of Machine Zone. If you are deemed to have retained, under any applicable law, any worldwide right, title or interest (including intellectual property rights) in or to any portion of the Service Content or Feedback, you agree to and hereby do irrevocably and unconditionally assign to Machine Zone all of your worldwide right, title and interest (including intellectual property rights) in and to such Service Content and Feedback, without additional consideration. If such assignment is ineffective under applicable law, you hereby grant to Machine Zone an exclusive, irrevocable, sublicense-able, transferable, worldwide, perpetual, fully-paid, and royalty-free license, under all intellectual property and proprietary rights, to reproduce, modify, create derivative works of, publish, distribute, transfer, transmit, publicly display, publicly perform, use and exploit in any manner any and all of the Service Content and Feedback. To the extent permitted by applicable laws, you hereby waive any moral rights or rights of publicity or privacy you may have in the Service Content or Feedback.

(c) Subject to your compliance with these Terms, Machine Zone grants you a limited, non-exclusive, non-transferable, non-sublicense-able (except for your benefit to the owner of the third party website described below), revocable license to post your own character or any other Service Content that Machine Zone specifically and expressly gives you notice or specifies on the Site, may be posted on third party websites or your own website provided, however, that (i) you have express permission from the owner of the third party website to post such Service Content on such website, (ii) the third party website or your website where such Service Content is posted complies with all applicable laws, (iii) you post such Service Content in accordance with these Terms and such additional conditions as may be specified in our notice or on our Site where you

were given permission for such postings, and (iv) neither the third party nor you obtain any right to such Service Content other than the license granted to you herein.

(d) We do not claim any ownership rights in any of your User Content. You hereby grant to us an irrevocable, sublicense-able, transferable, worldwide, perpetual, fully-paid, and royalty-free license, under all intellectual property and proprietary rights, to reproduce, modify, create derivative works of, publish, distribute, transfer, transmit, publicly display, publicly perform, use and exploit in any manner any and all of your User Content, including for commercial or promotional use. You agree to ensure that your User Content does not violate these Terms, including the Code of Conduct.

(e) Machine Zone and its designees have the right, but not the obligation, to edit, refuse to post, or remove any User Content that we deem objectionable or that violates these Terms or the spirit of these Terms, in our sole discretion and determination. If you encounter something you find objectionable and in violation of these Terms, you may bring it to our attention by reporting it via the in-game support system. We do not assume any responsibility or liability for User Content or other third party content provided on our Site or through the Services and you bear the entire risk of the completeness, accuracy or usefulness of such content.

9. MODIFICATION

Machine Zone reserves the right, at any time, to modify, suspend, or discontinue the Site or Services, including any content thereon, or any parts of the foregoing with or without notice. You agree that Machine Zone will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Site or Services, including any content thereon, or any parts of the foregoing with or without notice.

10. SECURITY

Security is a high priority for us, and we make reasonable efforts to protect your account through the design of our Site and Services, as well as through technical means, including the use of encryption and firewalls. However, no company, including Machine Zone, can fully eliminate security risks connected to handling data on the Internet and you acknowledge, understand and agree that we cannot and do not guarantee the security of your account or User Content, including your personal information, while it is transmitted over the Internet or stored on our Site or Services.

11. TERMINATION

(a) You may terminate your account on our Site at any time and for any reason by providing notice of termination to us through either of the following methods: by issuing an email with the subject entitled "Termination of Account" to support@machinezone.com. Notice will be deemed given when received by Machine Zone. You may terminate the use of the Services from a Third Party Affiliated Website by following the provisions in the terms and conditions applicable to that Third Party Affiliated Website.

(b) We reserve the right to terminate or suspend your account or your access to any or all portions of the Site or Services at any time, for any reason, including your violation or breach of any provision in these Terms.

(c) In the event your account or access to the Site or Services is terminated or suspended whether by you or by Machine Zone, you will not be entitled to any refund nor will any Virtual Currency or

Virtual Goods be credited or reimbursed to you in any form, including cash, goods, or points, whether in the virtual or “real world,” and you will have no further right to access any of the foregoing or your account. If your account is terminated or suspended by us, we reserve the right to, and you agree that we may, terminate or suspend any of your other accounts and refuse to open future accounts for your use of the Services.

(d) Upon termination, User will no longer access (or attempt to access) the Service. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, warranty disclaimers and limitations of liability.

12. INTELLECTUAL PROPERTY RIGHTS

USER AGREES THAT THE SITE, SERVICES, CONTENT AND MATERIALS DELIVERED VIA THE SERVICE ARE PROTECTED BY COPYRIGHTS, TRADEMARKS, SERVICE MARKS, PATENTS, TRADE SECRETS OR OTHER PROPRIETARY RIGHTS AND LAWS. EXCEPT AS EXPRESSLY AUTHORIZED BY Machine Zone IN WRITING, USER AGREES NOT TO SELL, LICENSE, RENT, MODIFY, DISTRIBUTE, COPY, REPRODUCE, TRANSMIT, PUBLICLY DISPLAY, PUBLICLY PERFORM, PUBLISH, ADAPT, EDIT OR CREATE DERIVATIVE WORKS FROM SUCH MATERIALS OR CONTENT.

13. MEMBER DISPUTES

User is solely responsible for your interactions with other Service users. Machine Zone reserves the right, but has no obligation, to monitor disputes between User and other Service users. If User has a dispute with one or more users of the Service, User shall and hereby does release Machine Zone (and its officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. If User is a California resident, User waives California Civil Code §1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

14. VIRTUAL CURRENCY, VIRTUAL GOODS, AND THIRD PARTY AFFILIATED WEBSITE CREDITS

(a) The Services may include virtual, in-game currency, including game coins, game cash, and/or game points (“Virtual Currency”) and/or virtual, in-game digital items (“Virtual Goods”), in each case that may be purchased from Machine Zone for legal tender (that is, “real world” money) if you are of legal age in your country of residence.

(b) Regardless of the terminology used, Virtual Currency and Virtual Goods may never be redeemed for “real world” money, goods or other items of monetary value from Machine Zone or any other person. Subject to your compliance with these Terms, Machine Zone grants you a limited, non-exclusive, non-transferable, non-sublicense-able, revocable license to use the Virtual Goods and Virtual Currency within the Services solely for your personal non-commercial entertainment purposes. Except for the foregoing license, you have no right, title, or interest in or to any such Virtual Goods or Virtual Currency, or any other attributes associated with the use of the Virtual Goods or Virtual Currency in the Services or stored within the Services.

(c) Machine Zone has the absolute right to manage, regulate, control, modify and/or eliminate any or all Virtual Currency and/or Virtual Goods as it sees fit in its sole discretion. Prices and availability

of Virtual Currency and Virtual Goods are subject to change without notice. Machine Zone shall have no liability to you or anyone for the exercise of such rights. 4/17/15 Page 10 of 13

(d) Transfers of Virtual Currency and Virtual Goods are strictly prohibited except where explicitly authorized within the Services. You may not buy or sell any Virtual Currency or Virtual Goods outside the Services or in exchange for “real world” money or other items of value. Doing so or any attempt to do so will be a violation of these Terms and may result in a lifetime ban from the Services and possible legal action.

(e) You agree that all sales of Virtual Goods and Virtual Currency are final. No refunds will be given, except in our sole and absolute discretion. You agree that all Virtual Goods and Virtual Currency purchased by you are forfeited if your account is terminated or suspended for any reason or if Machine Zone discontinues providing any or all portions of the Services.

(f) You may purchase virtual, in-game currency from Third Party Affiliated Websites (“Third Party Affiliated Website Credits”) in exchange for “real world” money. This is a transaction between you and the third party that owns or operates that Third Party Affiliated Website and Machine Zone is not a party. If you purchase Third Party Affiliated Website Credits, you are agreeing to such third party’s terms relating to payment and the Third Party Affiliated Website Credits. Machine Zone is not responsible for any issues related to the services provided by such third party to you in connection with the purchase of Third Party Affiliated Website Credits. Once you have completed your purchase of Third Party Affiliated Website Credits, if explicitly authorized within the Services, you may redeem the Third Party Affiliated Website Credits for Virtual Currency or Virtual Goods offered in the Services hosted on such Third Party Affiliated Website. You understand that your rights and limitations with respect to Virtual Currency and Virtual Goods is subject to these Terms and remain unchanged notwithstanding your purchase of such Virtual Currency and Virtual Goods using Third Party Affiliated Website Credits.

15. WARRANTY DISCLAIMER

THE SERVICE IS PROVIDED ON AN “AS IS” BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Machine Zone MAKES NO WARRANTY THAT (I) THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (II) THE RESULTS OF USING THE SERVICE WILL MEET USER’S REQUIREMENTS. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO OUR SITE, SERVICES, OR CONTENT THEREON, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO THIRTY (30) DAYS FROM THE DATE OF YOUR FIRST USE OF SUCH SITE, SERVICES, OR CONTENT. NO WARRANTIES ARE MADE BY ANY OF OUR SUPPLIERS. YOUR ACCESS AND USE OF THE SITE, SERVICES, AND CONTENT THEREON, IS AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR CREATING BACK UPS OF YOUR USER CONTENT.

16. LIMITATION OF LIABILITY

(a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, Machine Zone WILL NOT BE LIABLE IN ANY WAY FOR ANY CLAIM, DAMAGE, COST, LIABILITY, OR LOSS OF ANY KIND ARISING FROM OR RELATING TO (A) THE USE OF OR INABILITY TO USE THE SITE, SERVICES, OR CONTENT THEREON, FOR ANY REASON, INCLUDING INTERRUPTIONS OF THE SITE OR SERVICES CAUSED BY SOFTWARE OR HARDWARE FAILURES OR ISP DISRUPTIONS; OR (B) THE LOSS OR DAMAGE TO CHARACTERS, ACCOUNTS, STATISTICS, INVENTORIES, USER CONTENT, GAME PLAY, VIRTUAL CURRENCY, VIRTUAL GOODS OR OTHER DATA OR INFORMATION EVEN IF DUE TO DELAYS, NON-DELIVERIES, ERRORS

SYSTEM DOWN TIME, MISDELIVERIES OR SERVICE INTERRUPTIONS CAUSED BY US, OR BY YOUR OR BY ANY OTHER USER'S ERRORS AND/OR OMISSIONS. Filed 04/17/15 Page 11 of 13

(b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL Machine Zone BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THESE TERMS, THE SITE, THE SERVICES, OR ANY CONTENT THEREON, EVEN IF Machine Zone HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

(c) Machine Zone'S AGGREGATE CUMULATIVE LIABILITY TO YOU ARISING FROM OR RELATED TO THESE TERMS, THE SITE, THE SERVICES, AND CONTENT THEREON, FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF THE ACTION, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, WILL AT ALL TIMES BE LIMITED TO THE GREATER OF (A) FIFTY US DOLLARS (\$50) OR (B) AMOUNTS YOU'VE PAID Machine Zone IN THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE FIRST CLAIM GIVING RISE TO THE LIABILITY.

(d) YOU AGREE THAT OUR SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND UNDER OR AS A RESULT OF THESE TERMS OR YOUR USE OF THE SITE, SERVICES, OR CONTENT THEREON.

17. EXCLUSIONS

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations in Sections 15 and 16 above may not apply to you.

18. INDEMNIFICATION

You are responsible for all of your activity in connection with the Service. You agree to defend, indemnify, and hold Machine Zone and its directors, officers, employees, agents, successors, and assigns (collectively, the "Indemnified Parties"), harmless from and against any claim, liability, loss, injury, damage, cost, or expense (including attorneys' fees) incurred by Machine Zone or any Indemnified Party arising out of or related to (a) your access and use of the Site, Services, or content thereon, (b) your User Content, User Submissions, or (c) your violation or breach of any provision in these Terms or your violation of any rights of a third party.

19. PRIVACY

Machine Zone's current privacy policy is available at <http://machinezone.com/> (the "Privacy Policy"), which is incorporated by this reference.

20. GENERAL PROVISIONS

(a) Waiver, Severability and Interpretation. The failure of Machine Zone to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, the remaining provisions of these Terms will remain in full force and effect. The term "including" means "including without limitation." Section headings used herein are for convenience only and shall not be given any legal import. You agree that these Terms will not be construed against Machine Zone by virtue of having

drafted them.

(b) Injunctive Relief. You acknowledge that the rights granted and obligations made hereunder to Machine Zone are of a unique and irreplaceable nature, the loss of which shall irreparably harm Machine Zone and which cannot be replaced by monetary damages alone so that Machine Zone shall be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety) in the event of any breach or anticipatory breach by you.

(c) Controlling Law and Jurisdiction. These Terms and any action related thereto will be governed by the laws of the State of California without regard to its conflict of law provisions. All claims, legal proceedings or litigation arising in connection with these Terms will be brought solely in Santa Clara County, California, and you consent to the jurisdiction of and venue in such courts. Notwithstanding the foregoing, Machine Zone may seek injunctive or other equitable relief to protect its intellectual property and proprietary rights in any court of competent jurisdiction.

(d) Other Jurisdictions. Machine Zone operates and provides the Site and Services from the United States. Machine Zone makes no representation that the Site or Services are appropriate or available in other locations. The information provided on the Site or Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to any law or regulation of that jurisdiction or country or which would subject Machine Zone to any registration requirement within such jurisdiction or country.

(e) Export. You agree not to export, re-export, or transfer, directly or indirectly, any United States technical data acquired from us, in violation of United States export laws or regulations.

(f) Assignment. Neither the rights nor obligations arising under these Terms are assignable by you, and any such attempted assignment or transfer shall be void and without effect. We may assign these Terms without restriction.

(g) Entire Agreement. These Terms are the entire and exclusive agreement between Machine Zone and you regarding the subject matter hereof, including your use of the Site, Services, and content thereon, and these Terms supersede and replace any prior written or oral agreements regarding the foregoing.

21. COMPLAINTS AND NOTICES

The Digital Millennium Copyright Act provides copyright owners who believe that their rights under the United States Copyright Act have been infringed by acts of third parties over the Internet with ways to protect their rights. If you believe that your work has been copied without your authorization and is available on the Site or through our Services in a way that may constitute copyright infringement, you may provide Machine Zone's Designated Agent listed below with the following information:

(a) a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright interest that is allegedly infringed;

(b) a description of the copyrighted work that you claim has been infringed upon;

(c) a description of where the material that you claim is infringing is located on our Site or through our Services;

(d) information reasonably sufficient to permit Machine Zone to contact the complaining party, such as address, telephone number, and, if available, an e-mail address, at which the complaining party can be contacted;

(e) a statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

(f) a statement that the information in the notification is accurate and, under penalty of perjury, that you are the copyright owner or are authorized to act on behalf of the complaining party who is the copyright owner.

Machine Zone's Designated Agent is:
Machine Zone, LLC
Attn: Legal

22. MARKS

All trademarks, logos and service marks ("Marks") displayed on the Site or Services are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

26. CONTACT INFORMATION

The Site and Services are operated and provided by Machine Zone, LLC. If you have any questions, comments or concerns regarding our Privacy Policy and/or practices, please send an e-mail to support@machinezone.com

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UNITED STATES DISTRICT COURT

for the

_____ District of _____

Plaintiff(s)

v.

Defendant(s)

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)
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)
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Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: