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ELECTRONIC ARTS
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PLANTS VS. ZOMBIES GARDEN WARFARE 2

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16. **Dispute Resolution By Binding Arbitration.** The purpose of this Section is to provide a streamlined method for resolution of disputes between us if they arise. As discussed below in Section 16.f, if we cannot resolve our disputes informally and you are awarded a sum at arbitration greater than EA's last settlement offer to you (if any), EA will pay you 150% of your arbitration award, up to \$5000 over and above your arbitration award.

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- (a) claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- (b) claims that arose before this Agreement or any prior agreement (including, but not limited to, claims relating to advertising);
- (c) claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- (d) claims that may arise after the termination of this Agreement.

The only disputes that are not covered by this Section are the following:

- 1) a claim to enforce or protect, or concerning the validity of, any of your or EA's (or any of EA's licensors') intellectual property rights;
- 2) a claim related to, or arising from, allegations of theft, piracy, or unauthorized use of intellectual property;
- 3) if you reside in Australia: a claim to enforce any statutory consumer rights to which you are entitled under the Australian Consumer Law; and
- 4) in addition, nothing in this Agreement shall prevent either party from initiating a small claims court action.

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E. Location. If you are a resident of the United States, arbitration will take place at any reasonable location convenient for you. For residents outside the United States, arbitration shall be initiated in the County of San Mateo, State of California, United States of America, and you and EA agree to submit to the personal jurisdiction of that court, in order to compel arbitration, to stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

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G. Limitation on Arbitrator's Authority. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

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