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WORLD OF WARCRAFT® TERMS OF USE AGREEMENT**Last Updated December 11, 2006**

YOU SHOULD CAREFULLY READ THE FOLLOWING WORLD OF WARCRAFT TERMS OF USE AGREEMENT (THE "TERMS OF USE" OR "AGREEMENT"). IF YOU DO NOT AGREE WITH ALL OF THE TERMS OF THIS AGREEMENT, YOU MUST CLICK "REJECT." IF YOU REJECT THIS AGREEMENT WITHIN THIRTY (30) DAYS AFTER FIRST PURCHASING THE WORLD OF WARCRAFT SOFTWARE, YOU MAY CONTACT BLIZZARD ENTERTAINMENT, INC. AT (800) 592-5499 TO REQUEST A FULL REFUND OF THE PURCHASE PRICE. ONCE YOU AGREE TO THE TERMS OF USE AND THE END USER LICENSE AGREEMENT (EULA), YOU WILL NO LONGER BE ELIGIBLE FOR A REFUND.

Welcome to Blizzard Entertainment, Inc.'s ("Blizzard") "World of Warcraft®" or "World of Warcraft®: The Burning Crusade™" (the "Game"). The Game includes two components: (a) the software program along with any accompanying materials or documentation (collectively, the "Program"), and (b) Blizzard's proprietary World of Warcraft online service (the "Service"). All use of the Service is governed by the terms and conditions contained in this Agreement, including any future revisions. Any use of the Service not in accordance with the Terms of Use is expressly prohibited.

1. Eligibility.

You represent that you reside in the United States, Canada, Australia, New Zealand, or Singapore, and that you are an adult in your country of residence. You agree to these Terms of Use on behalf of yourself and, at your discretion, for one (1) minor child for whom you are a parent or guardian and whom you have authorized to use the account you create on the Service.

2. Ownership.

LLP EXH. *1-E* For I.D.
LorKae D. Nelson, CSR #7384
11-13, 2007, No. Pgs. *11*
Witness: *6602 AGUE VOLT*

All rights and title in and to the Program and the Service (including without limitation any user accounts, titles, computer code, themes, objects, characters, character names, stories, dialogue, catch phrases, locations, concepts, artwork, animations, sounds, musical compositions, audio-visual effects, methods of operation, moral rights, any related documentation, "applets" incorporated into the Program, transcripts of the chat rooms, character profile information, recordings of games played on the Program, and the Program client and server software) are owned by Blizzard or its licensors. The Program and the Service are protected by United States and international laws. The Program and the Service may contain certain licensed materials, and Blizzard's licensors may enforce their rights in the event of any violation of this Agreement.

3. Establishing an Account.

You may establish one (1) user account (the "Account") on the Service for each Authentication Key you receive from Blizzard. To establish an Account, you will be required to provide Blizzard with certain personal information and the Authentication Key provided to you by Blizzard. Your failure to supply accurate information to Blizzard when requested, or to update that information as it changes, shall constitute a material breach of this Agreement.

During the registration process, you will be required to select a username and a password that are unique to the Account (collectively referred to hereunder as "Login Information"). You may not share the Account or the Login Information with anyone other than as expressly set forth herein.

Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in the Account, and you further acknowledge and agree that all rights in and to the Account are and shall forever be owned by and inure to the benefit of Blizzard.

4. Limitations on Your Use of the Service.

A. You may only access the Service from within the territorial boundaries of the United States, Canada, Australia, New Zealand or Singapore. Any access to your Account, whether by you or anyone else, from any location outside those countries is a breach of this Agreement.

B. Only Blizzard or its licensees have the right to host the Game. You may not host or provide matchmaking services for the Game, or intercept, emulate or redirect the proprietary communication protocols used by Blizzard in connection with the Program, regardless of the method used to do so. Such prohibited methods may include, but are not limited to, protocol emulation, reverse engineering, modifying the Program, adding unauthorized components to the Program, or using a packet sniffer while the Program is running.

C. You agree that you will not (i) modify or cause to be modified any files that are a part of the Program or the Service; (ii) create or use cheats, bots, "mods", and/or hacks, or any other third-party software

designed to modify the World of Warcraft experience; or (iii) use any third-party software that intercepts, "mines", or otherwise collects information from or through the Program or the Service. Notwithstanding the foregoing, you may update the Program with authorized patches and updates distributed by Blizzard, and Blizzard may, at its sole and absolute discretion, allow the use of certain third party user interfaces.

D. You may not disrupt or assist in the disruption of (i) any computer used to support the Service (each a "Server"); or (ii) any other player's Game experience. ANY ATTEMPT BY YOU TO DISRUPT THE SERVICE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. You agree that you will not violate any applicable law or regulation in connection with your use of the Program or the Service.

E. Blizzard reserves the exclusive right to create derivative works based on the Program. You may not create derivative works based on the Program without Blizzard's prior written consent.

5. Rules of Conduct.

As with all things, your use of the Program is governed by certain rules of conduct. These rules of conduct (the "Rules of Conduct"), maintained and enforced exclusively by Blizzard, must be adhered to by all users of the Service. It is your responsibility to know, understand and abide by these Rules of Conduct. The following rules are not meant to be exhaustive, and Blizzard reserves the right to determine which conduct it considers to be outside the spirit of the Game and to take such disciplinary measures as it sees fit up to and including termination and deletion of the Account. Blizzard reserves the right to modify these Rules of Conduct at any time.

A. Rules Related to Usernames and Guild Designations.

Each user will either select a character name or allow the Program to automatically select a character name at random. Additionally, users may form "guilds" and such guilds will be required to choose a name for the guild. When you choose a character name, create a guild, or otherwise create a label that can be seen by other players using the Program, you must abide by the following guidelines as well as the rules of common decency. If Blizzard finds such a label to be offensive or improper, it may, in its sole and absolute discretion, change the name, remove the label and corresponding chat room, and/or suspend or terminate your use of the Program.

In particular, you may not use any name:

1. Belonging to another person with the intent to impersonate that person, including without limitation a "Game Master" or any other employee or agent of Blizzard;
2. That incorporates vulgar language or which are otherwise offensive, defamatory, obscene, hateful, or

racially, ethnically or otherwise objectionable;

3. Subject to the rights of any other person or entity without written authorization from that person or entity;

4. That belongs to a popular culture figure, celebrity, or media personality;

5. That is, contains, or is substantially similar to a trademark or service mark, whether registered or not;

6. Belonging to any religious figure or deity;

7. Taken from Blizzard's Warcraft products, including character names from the Warcraft series of novels;

8. Related to drugs, sex, alcohol, or criminal activity;

9. Comprised of partial or complete sentence (e.g., "Inyourface", "Welovebeef", etc);

10. Comprised of gibberish (e.g., "Asdfasdf", "Jjxccm", "Hvlldrm");

11. Referring to pop culture icons or personas (e.g. "Britneyspears", "Austinpowers", "Batman")

12. That utilizes "Leet" or "Dudespeak" (e.g., "Roflcopter", "xxnewbxx", "Roxxoryou")

13. That incorporates titles. For purposes of this subsection, "titles" shall include without limitation 'rank' titles (e.g. , "CorporalTed," or "GeneralVlad"), monarchistic or fantasy titles (e.g., "KingMike", "LordSanchez"), and religious titles (e.g., "ThePope," or "Reverend Al").

You may not use a misspelling or an alternative spelling to circumvent the name restrictions listed above, nor can you have a "first" and "last" name that, when combined, violate the above name restrictions.

B. Rules Related to "Chat" and Interaction With Other Users.

Communicating with other Users and Blizzard representatives is an integral part of the Program and is referred to in this document as "Chat." You understand that Blizzard may record your chat sessions and

you consent to such monitoring or logging. Your Chat sessions may be subject to monitoring, logging, review, modification, disclosure, and/or deletion by Blizzard without notice to you. Additionally, you hereby acknowledge that Blizzard is under no obligation to monitor Chat, and you engage in Chat at your own risk. When engaging in Chat in the Program, or otherwise utilizing the Program, you may not:

1. Transmit or post any content or language which, in the sole and absolute discretion of Blizzard, is deemed to be offensive, including without limitation content or language that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, hateful, sexually explicit, or racially, ethnically or otherwise objectionable, nor may you use a misspelling or an alternative spelling to circumvent the content and language restrictions listed above;
2. Carry out any action with a disruptive effect, such as intentionally causing the Chat screen to scroll faster than other users are able to read, or setting up macros with large amounts of text that, when used, can have a disruptive effect on the normal flow of Chat;
3. Disrupt the normal flow of dialogue in Chat or otherwise act in a manner that negatively affects other users including without limitation posting commercial solicitations and/or advertisements for goods and service available outside of the World of Warcraft universe;
4. Sending repeated unsolicited or unwelcome messages to a single user or repeatedly posting similar messages in a Chat area, including but not limited to continuous advertisements to sell goods or services;
5. Communicate or post any user's personal information in the Program, or on websites or forums related to the Program, except that a user may communicate his or her own personal information in a private message directed to a single user;
6. Use bots or other automated techniques to collect information from the Program or any forum or website owned or administered by Blizzard;
7. Harass, threaten, stalk, embarrass or cause distress, unwanted attention or discomfort to any user of the Program;
8. Cheat or utilize "exploits" while playing the Program in any way, including without limitation modification of the Program's files;
9. Participate in any action that, in the sole and absolute opinion of Blizzard, results or may result in an authorized user of the Program being "scammed" or defrauded out of gold, weapons, armor, or any other items that user has earned through authorized game play in the Program;

10. Communicate directly with players who are playing characters aligned with the opposite faction (e.g. Horde communicating with Alliance or vice versa); or

11. Impersonate any real person, including without limitation any "game master" or any other Blizzard agent or employee, nor may you communicate in the Game in any way designed to make others believe that your message constitutes a server message or was otherwise posted by any Blizzard agent or employee.

C. Rules Related to Game Play

Game play is what World of Warcraft is all about, and Blizzard strictly enforces the rules that govern game play. Blizzard considers most conduct to be part of the Game, and not harassment, so player-killing the enemies of your race and/or alliance, including gravestone and/or corpse camping, is considered a part of the Game. Because the Program is a "player vs. player" game, you should always remember to protect yourself in areas where the members of hostile races can attack you, rather than contacting Blizzard's in-game customer service representatives for help when you have been killed by an enemy of your race. Nonetheless, certain acts go beyond what is "fair" and are considered serious violations of these Terms of Use. Those acts include, but are not necessarily limited to, the following:

1. Using or exploiting errors in design, features which have not been documented, and/or "program bugs" to gain access that is otherwise not available, or to obtain a competitive advantage over other players;

2. Conduct prohibited by the EULA or these Terms of Use, including without limitation that conduct prohibited by Section 2(C); and

3. Anything that Blizzard considers contrary to the "essence" of the Program.

6. Security of Login Information.

You are responsible for maintaining the confidentiality of your Login Information, and you will be responsible for all uses of your Login Information, whether or not authorized by you. In the event that you become aware of or reasonably suspect any breach of security, including without limitation any loss, theft, or unauthorized disclosure of your Login Information, you must immediately notify Blizzard by calling Blizzard's Technical Support number or by emailing wowtech@blizzard.com.

7. Blizzard's Absolute Right to Suspend, Terminate and/or Delete the Account.

BLIZZARD MAY SUSPEND, TERMINATE, MODIFY, OR DELETE THE ACCOUNT AT ANY TIME WITH ANY REASON OR NO REASON, WITH OR WITHOUT NOTICE. For purposes of

explanation and not limitation, most account suspensions, terminations and/or deletions are the result of violations of this Terms of Use or the EULA.

8. Ownership/Selling of the Account or Virtual Items.

Blizzard does not recognize the transfer of Accounts. You may not purchase, sell, gift or trade any Account, or offer to purchase, sell, gift or trade any Account, and any such attempt shall be null and void. Blizzard owns, has licensed, or otherwise has rights to all of the content that appears in the Program. You agree that you have no right or title in or to any such content, including the virtual goods or currency appearing or originating in the Game, or any other attributes associated with the Account or stored on the Service. Blizzard does not recognize any virtual property transfers executed outside of the Game or the purported sale, gift or trade in the "real world" of anything related to the Game. Accordingly, you may not sell items for "real" money or otherwise exchange items for value outside of the Game.

9. Changes to the Terms of Use Agreement or the Program.

Blizzard reserves the right, at its sole and absolute discretion, to change, modify, add to, supplement or delete any of the terms and conditions of this Agreement at any time, including without limitation access policies, the availability of any feature of the Program, hours of availability, content, data, software or equipment needed to access the Program, effective with or without prior notice; provided, however, that material changes (as determined in Blizzard's sole and absolute discretion) will be disclosed as follows: Blizzard will provide you with notification of any such changes to the Program through a patch process, or by email, postal mail, website posting, pop-up screen, or in-game notice. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you must terminate, and immediately stop using, the Program and the Account. Your continued use of the Program following any revision to this Agreement constitute your complete and irrevocable acceptance of any and all such changes. Blizzard may change, modify, suspend, or discontinue any aspect of the Program at any time. Blizzard may also impose limits on certain features or restrict your access to parts or all of the Program without notice or liability.

10. Termination.

This Agreement is effective until terminated. You may terminate this Agreement by terminating the Account and deleting the Program. Blizzard may terminate this Agreement with or without notice by terminating your Account. In the event that you terminate or breach this Agreement, you will forfeit your right to any and all payments you may have made for pre-purchased game access to World of Warcraft. You agree and acknowledge that you are not entitled to any refund for any amounts which were pre-paid on behalf of the Account prior to any termination of this Agreement. The provisions of Sections 2, 4 and Sections 6-17 shall survive any termination of this Agreement.

11. Warranty Disclaimer

THE PROGRAM IS PROVIDED "AS IS" AND BLIZZARD DOES NOT WARRANT THAT THE PROGRAM WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE PROGRAM OR THE SERVICE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. BLIZZARD EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE, AND NON-INFRINGEMENT.

12. Limitation of Liability

NEITHER BLIZZARD NOR ITS PARENT, SUBSIDIARIES, LICENSORS OR AFFILIATES SHALL BE LIABLE IN ANY WAY FOR DAMAGE OR LOSS OF ANY KIND RESULTING FROM (A) THE USE OF OR INABILITY TO USE THE PROGRAM OR SERVICE INCLUDING WITHOUT LIMITATION LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION; (B) THE LOSS OR DAMAGE TO PLAYER CHARACTERS, ACCOUNTS, STATISTICS, INVENTORIES, USER PROFILE INFORMATION STORED BY WORLD OF WARCRAFT; OR (C) INTERRUPTIONS OF SERVICE INCLUDING WITHOUT LIMITATION ISP DISRUPTIONS, SOFTWARE OR HARDWARE FAILURES OR ANY OTHER EVENT WHICH MAY RESULT IN A LOSS OF DATA OR DISRUPTION OF SERVICE. IN NO EVENT WILL BLIZZARD BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES.

13. Force Majeure

Blizzard shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of Blizzard, including without limitation any failure to perform hereunder due to unforeseen circumstances or cause beyond Blizzard's control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.

14. Acknowledgments.

You hereby acknowledge and agree that:

A. WHEN RUNNING, THE PROGRAM MAY MONITOR YOUR COMPUTER'S RANDOM ACCESS MEMORY (RAM) AND/OR CPU PROCESSES FOR UNAUTHORIZED THIRD PARTY PROGRAMS RUNNING CONCURRENTLY WITH WORLD OF WARCRAFT. AN "UNAUTHORIZED THIRD PARTY PROGRAM" AS USED HEREIN SHALL BE DEFINED AS ANY THIRD PARTY SOFTWARE, INCLUDING WITHOUT LIMITATION ANY "ADDON" OR "MOD," THAT IN BLIZZARD'S SOLE DETERMINATION: (i) ENABLES OR FACILITATES CHEATING OF ANY TYPE; (ii) ALLOWS USERS TO MODIFY OR HACK THE WORLD OF WARCRAFT INTERFACE, ENVIRONMENT, AND/OR EXPERIENCE IN ANY WAY NOT

EXPRESSLY AUTHORIZED BY BLIZZARD; OR (iii) INTERCEPTS, "MINES," OR OTHERWISE COLLECTS INFORMATION FROM OR THROUGH THE PROGRAM. IN THE EVENT THAT THE PROGRAM DETECTS AN UNAUTHORIZED THIRD PARTY PROGRAM, BLIZZARD MAY (a) COMMUNICATE INFORMATION BACK TO BLIZZARD, INCLUDING WITHOUT LIMITATION YOUR ACCOUNT NAME, DETAILS ABOUT THE UNAUTHORIZED THIRD PARTY PROGRAM DETECTED, AND THE TIME AND DATE THE UNAUTHORIZED THIRD PARTY PROGRAM WAS DETECTED; AND/OR (b) EXERCISE ANY OR ALL OF ITS RIGHTS UNDER SECTION 6 OF THIS AGREEMENT, WITH OR WITHOUT PRIOR NOTICE TO THE USER.

B. WHEN THE PROGRAM IS RUNNING, BLIZZARD MAY OBTAIN CERTAIN IDENTIFICATION INFORMATION ABOUT YOUR COMPUTER AND ITS OPERATING SYSTEM, INCLUDING WITHOUT LIMITATION YOUR HARD DRIVES, CENTRAL PROCESSING UNIT, IP ADDRESS(ES) AND OPERATING SYSTEM(S), FOR PURPOSES OF IMPROVING THE PROGRAM AND/OR THE SERVICE, AND TO POLICE AND ENFORCE THE PROVISIONS OF THIS AGREEMENT AND THE EULA.

C. Blizzard may, with or without notice to you, disclose your Internet Protocol (IP) address(es), personal information, and information about you and your activities in response to a written request by law enforcement, a court order or other legal process. Blizzard may use or disclose your personal information if Blizzard believes that doing so may protect your safety or the safety of others.

D. BLIZZARD MAY RECORD YOUR CHAT SESSIONS AND OTHER ELECTRONIC COMMUNICATION TRANSMITTED OR RECEIVED THROUGH THE GAME AND YOU CONSENT TO SUCH MONITORING OR LOGGING.

E. You are wholly responsible for the cost of all telephone and Internet access charges along with all necessary equipment, servicing, repair or correction incurred in maintaining connectivity to the Servers.

15. Equitable Remedies.

In the event that you breach this Agreement, you hereby agree that Blizzard would be irreparably damaged if this Agreement were not specifically enforced, and therefore you agree that Blizzard shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as Blizzard may otherwise have available to it under applicable laws. In the event any litigation is brought by either party in connection with this Agreement, the prevailing party in such litigation shall be entitled to recover from the other party all the costs, attorneys' fees and other expenses incurred by such prevailing party in the litigation.

16. Dispute Resolution and Governing Law

A. Informal Negotiations. To expedite resolution and control the cost of any dispute, controversy or

claim related to this Agreement ("Dispute"), you and Blizzard agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating any arbitration or court proceeding. Such informal negotiations commence upon written notice from one person to the other. Blizzard will send its notice to your billing address and email you a copy to the email address you have provided to us. You will send your notice to Blizzard Entertainment, Inc., P.O. Box 18979, Irvine CA 92623, ATTN: Legal Department.

B. Binding Arbitration. If you and Blizzard are unable to resolve a Dispute through informal negotiations, either you or Blizzard may elect to have the Dispute (except those Disputes expressly excluded below) finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. **YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.** The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website www.adr.org. The determination of whether a Dispute is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, Blizzard will pay all arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided in this Agreement, you and Blizzard may litigate in court to compel arbitration, stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

C. Restrictions. You and Blizzard agree that any arbitration shall be limited to the Dispute between Blizzard and you individually. To the full extent permitted by law, (1) no arbitration shall be joined with any other; (2) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (3) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

D. Exceptions to Informal Negotiations and Arbitration. You and Blizzard agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (1) any Disputes seeking to enforce or protect, or concerning the validity of, any of your or Blizzard's intellectual property rights; (2) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (3) any claim for injunctive relief.

E. Location. If you are a resident of the United States, any arbitration will take place at any reasonable location within the United States convenient for you. For residents outside the United States, any arbitration shall be initiated in the County of Los Angeles, State of California, United States of America. Any Dispute not subject to arbitration (other than claims proceeding in any small claims court), or where no election to arbitrate has been made, shall be decided by a court of competent jurisdiction within the County of Los Angeles, State of California, United States of America, and you and Blizzard agree to submit to the personal jurisdiction of that court.

F. Governing Law. Except as expressly provided otherwise, this Agreement shall be is governed by, and will be construed under, the Laws of the United States of America and the law of the State of Delaware, without regard to choice of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. For our customers who access the Service from Canada, Australia, Singapore, or New Zealand, other laws may apply if you choose not to agree to arbitrate as set forth above, and in such an event, shall affect this Agreement only to the extent required by such jurisdiction. In such a case, this Agreement shall be interpreted to give maximum effect to the terms and conditions hereof. If you access the Service from New Zealand, and are a resident of New Zealand, The New Zealand Consumer Guarantees Act of 1993 ("Act") may apply to the Game and/or the Service as supplied by Blizzard to you. If the Act applies, then notwithstanding any other provision in this Agreement, you may have rights or remedies as set out in the Act which may apply in addition to, or, to the extent that they are inconsistent, instead of, the rights or remedies set out in this Agreement. Those who choose to access the Service from locations outside of the United States, Canada, Australia, Singapore, or New Zealand do so on their own initiative contrary to the terms of this Agreement, and are responsible for compliance with local laws if and to the extent local laws are applicable.

G. Severability. You and Blizzard agree that if any portion Section 16 is found illegal or unenforceable (except any portion of 16(d)), that portion shall be severed and the remainder of the Section shall be given full force and effect. If Section 16(d) is found to be illegal or unenforceable then neither you nor Blizzard will elect to arbitrate any Dispute falling within that portion of Section 16(d) found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the County of Los Angeles, State of California, United States of America, and you and Blizzard agree to submit to the personal jurisdiction of that court.

17. Miscellaneous.

If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This Terms of Use Agreement is the complete and exclusive statement of the agreement between you and Blizzard concerning the Service, and this Agreement supersedes any prior or contemporaneous agreement, either oral or written, and any other communications with regard thereto between you and Blizzard; provided, however that this Agreement is in addition to, and does not replace or supplant, the EULA. This Agreement may only be modified as set forth herein. The section headings used herein are for reference only and shall not be read to have any legal effect.

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE FOREGOING TERMS OF USE AGREEMENT AND AGREE THAT MY USE OF THE PROGRAM AND/OR THE SERVICE IS AN ACKNOWLEDGMENT OF MY AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS TERMS OF USE AGREEMENT.

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