

MIXER.LIVE TERMS OF SERVICE

Effective Date: April 14, 2026

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1. INTRODUCTION & ACCEPTANCE OF TERMS

1.1 Welcome to Mixer.Live. The Mixer.Live platform (the "**Platform**") is owned and operated by Mixer.Live ("**we**," "**us**," or "**our**"). These Terms of Service (the "**Terms**") govern your access to and use of the Platform, including all associated websites, applications, features, content, and services offered by Mixer.Live.

1.2 By accessing, browsing, or using the Platform in any manner, you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy, which is incorporated herein by reference. If you do not agree to these Terms, you must immediately cease all use of the Platform.

1.3 We reserve the right to modify, amend, or update these Terms at any time in our sole discretion. When we make changes, we will update the "Last Updated" date at the top of this document and post the revised Terms on the Platform. For material changes that significantly affect your rights or obligations, we will use reasonable efforts to provide additional notice, such as an email notification to the address associated with your account, a prominent notice on the Platform, or an in-app notification.

1.4 Your continued access to or use of the Platform after the posting of any revised Terms constitutes your acceptance of and agreement to be bound by such revised Terms. If you do not agree to any revised Terms, your sole

remedy is to discontinue your use of the Platform and terminate your account.

1.5 These Terms constitute a legally binding agreement between you and Mixer.Live. You acknowledge that you have the legal capacity to enter into this agreement and that you are not barred from doing so under any applicable law.

2. DEFINITIONS

For the purposes of these Terms, the following definitions shall apply:

2.1 "Platform" means the Mixer.Live website, mobile applications, desktop applications, application programming interfaces (APIs), and all related services, features, and functionalities provided by Mixer.Live.

2.2 "User" means any individual or entity that accesses or uses the Platform, whether or not they have registered an account. The term "User" encompasses both Streamers and Viewers.

2.3 "Content" means any and all audio, video, text, images, graphics, data, information, or other materials that are uploaded, streamed, transmitted, posted, displayed, or otherwise made available on or through the Platform.

2.4 "Streamer" means a User who broadcasts live or pre-recorded Content on the Platform through a Channel.

2.5 "Viewer" means a User who watches, interacts with, or otherwise consumes Content on the Platform.

2.6 "Channel" means the designated page or profile on the Platform through which a Streamer broadcasts Content, hosts video-on-demand recordings, and engages with Viewers.

2.7 "Stream Key" means the unique, confidential credential assigned to a Streamer that authenticates and enables the broadcast of Content to the Platform from third-party broadcasting software or hardware.

2.8 "Donation Features" means the tools and functionalities offered by the Platform that enable Users to make voluntary donations, including Site Donations to support Mixer.Live and Creator Donations made directly to Content Creators through third-party payment processors such as PayPal and StreamElements.

2.9 "User Content" means any Content that a User creates, uploads, streams, transmits, posts, or otherwise makes available on or through the Platform, including but not limited to live broadcasts, recorded videos, chat messages, emotes, graphics, profile information, and channel descriptions.

2.10 "Services" means all services provided by Mixer.Live through the Platform, including but not limited to live streaming, video hosting, chat functionality, community features, Donation Features, and any other features or tools made available to Users.

3. ELIGIBILITY & USER ACCOUNTS

3.1 Minimum Age. You must be at least thirteen (13) years of age to use the Platform, or the minimum age required by the laws of your jurisdiction, whichever is greater. If you are between the ages of thirteen (13) and eighteen (18) (or the age of legal majority in your jurisdiction), you may only use the Platform with the verifiable consent of a parent or legal guardian who agrees to be bound by these Terms on your behalf. Mixer.Live reserves the right to request proof of age or parental consent at any time and to terminate accounts that do not meet these eligibility requirements.

3.2 Account Registration. To access certain features of the Platform, you must register for an account. When registering, you agree to: (a) provide accurate, current, and complete information as prompted by the registration form; (b) maintain and promptly update your account information to keep it accurate, current, and complete; and (c) maintain the security and confidentiality of your login credentials, including your password.

3.3 One Account Per Person. Each individual is permitted to maintain only one (1) active account on the Platform. The creation of multiple accounts by the same individual for the purpose of circumventing enforcement actions, manipulating platform features, or for any other deceptive purpose is strictly prohibited and may result in the termination of all associated accounts.

3.4 Account Security. You are solely responsible for all activity that occurs under your account, whether or not you have authorized such activity. You agree to immediately notify Mixer.Live of any unauthorized use of your account or any other breach of security. Mixer.Live shall not be liable for any loss or damage arising from your failure to maintain the confidentiality of your account credentials.

3.5 Prohibition on Credential Sharing. You shall not share, sell, transfer, lease, or otherwise disclose your account credentials to any third party. Accounts are personal to the User who registered them and may not be transferred or assigned without the prior written consent of Mixer.Live.

3.6 Suspension and Termination. Mixer.Live reserves the right to suspend, disable, or terminate your account and access to the Platform, in whole or in part, at any time and for any reason, including but not limited to violations of these Terms, at our sole discretion and with or without prior notice.

4. USER CONDUCT & PROHIBITED ACTIVITIES

4.1 General Standard of Conduct. You agree to use the Platform in a manner consistent with all applicable local, state, national, and international laws and regulations. You further agree to conduct yourself in a manner that is respectful of other Users and that does not interfere with the enjoyment or use of the Platform by others.

4.2 Prohibited Activities. You agree that you shall not, and shall not encourage, assist, or permit any third party to, engage in any of the following conduct on or in connection with the Platform:

- (a) **Harassment and Abuse:** Engaging in harassment, bullying, intimidation, stalking, or threatening behavior directed at any User or individual, including the use of hateful, discriminatory, or derogatory language based on race, ethnicity, national origin, religion, gender, gender identity, sexual orientation, disability, or any other protected characteristic.
- (b) **Hate Speech:** Promoting, endorsing, or inciting hatred, violence, or discrimination against any individual or group.
- (c) **Threats and Violence:** Making credible or non-credible threats of violence, harm, or physical injury against any individual, group, or entity.
- (d) **Doxxing:** Publishing, posting, or disseminating the private or personally identifiable information of another individual without their explicit consent, including but not limited to real names, addresses, phone numbers, financial information, or identification documents.
- (e) **Child Sexual Exploitation Material:** Uploading, streaming, sharing, or distributing any sexually explicit or suggestive content involving minors. Mixer.Live maintains a zero-tolerance policy with respect to the sexual exploitation of minors. Any such content will be immediately removed, the offending account will be permanently terminated, and the matter will be reported to the National Center for Missing & Exploited Children (NCMEC) and appropriate law enforcement authorities.
- (f) **Self-Harm and Dangerous Activities:** Promoting, glorifying, or encouraging self-harm, suicide, eating disorders, or dangerous activities that pose a risk of serious physical harm or death.
- (g) **Spam and Manipulation:** Engaging in spamming, including the unsolicited and repeated posting of unwanted content, the use of bots or automated systems to inflate view counts, follower numbers, chat activity, or any other platform metrics (commonly known as "view botting" or "follow botting"), or any other form of artificial engagement manipulation.
- (h) **Impersonation:** Impersonating any other User, individual, or entity, including but not limited to Mixer.Live employees, moderators, or

representatives, or falsely representing an affiliation with any person or entity.

(i) **Undisclosed Commercial Solicitation:** Using the Platform for commercial purposes — including the promotion of products, services, or solicitations — without proper disclosure. Sponsorships, paid promotions, product placements, and similar commercial arrangements are permitted provided that the Content Creator clearly discloses the commercial nature of the content in their stream title or channel bio. Failure to disclose sponsored or paid content constitutes a violation of these Terms and may result in enforcement action under Section 10. This requirement exists independently of any obligations under applicable advertising disclosure laws (such as FTC guidelines), which Content Creators are solely responsible for complying with.

(j) **Ban Evasion:** Creating new accounts or using any means to circumvent or evade account suspensions, bans, or any other enforcement actions imposed by Mixer.Live.

(k) **Malware and Security Threats:** Distributing viruses, malware, ransomware, spyware, or any other harmful software or code; attempting to gain unauthorized access to the Platform, other User accounts, or any computer systems or networks connected to the Platform; or engaging in any activity that compromises or threatens the security, integrity, or availability of the Platform.

(l) **Illegal Activity:** Engaging in or facilitating any activity that violates any applicable local, state, national, or international law or regulation, including but not limited to fraud, money laundering, trafficking, or the promotion of illegal substances.

4.3 Sole Discretion. Mixer.Live reserves sole and absolute discretion in determining whether any User conduct constitutes a violation of these Terms or the Community Guidelines. Mixer.Live is not required to provide advance notice or an explanation prior to taking enforcement action, though it will endeavor to do so where practicable.

5. CONTENT OWNERSHIP & LICENSES

5.1 Ownership of User Content. As between you and Mixer.Live, you retain all ownership rights in and to your original User Content. Nothing in these Terms shall be construed to transfer ownership of your User Content to Mixer.Live.

5.2 License Grant to Mixer.Live. By uploading, streaming, posting, or otherwise making User Content available on or through the Platform, you hereby grant to Mixer.Live a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, prepare derivative works of, display, perform, and otherwise exploit your User Content in connection with the operation, promotion, improvement, and development of the Platform and the Services, in any and all media formats and channels now known or hereafter developed. This license includes, without limitation, the right to use your User Content for promotional purposes, to create clips or highlights, and to distribute your User Content to third-party platforms and services with which Mixer.Live integrates.

5.3 Marketing Use License. In addition to the operational license above, you grant Mixer.Live a non-exclusive, royalty-free, worldwide license to use, reproduce, display, distribute, and create derivative works of your Content for the purpose of promoting, advertising, and marketing the Mixer.Live platform across any medium, including but not limited to social media, website promotional materials, press releases, and advertising campaigns. When Mixer.Live uses your Content for marketing purposes, Mixer.Live will provide reasonable attribution or credit to you as the original creator. You may opt out of this marketing license at any time through your account settings dashboard. Upon opting out, Mixer.Live will cease using your Content in new marketing materials within a commercially reasonable time; however, existing marketing materials produced prior to your opt-out may remain in circulation.

5.4 Survival of License. The license granted in Section 5.2 shall survive the termination or expiration of your account for purposes including but not limited to archival, legal compliance, dispute resolution, and enforcement of these Terms. Notwithstanding the foregoing, upon deletion of your account, Mixer.Live will use commercially reasonable efforts to remove your User Content from the Platform within a reasonable time period, except to the extent retention is required by law or necessary for the purposes stated in this Section.

5.5 Representations and Warranties. You represent and warrant that: (a) you own or have obtained all necessary rights, licenses, consents, and permissions to grant the license set forth in Section 5.2 with respect to all User Content you make available on the Platform; (b) your User Content does not and will not infringe, misappropriate, or violate the intellectual property rights, privacy rights, publicity rights, or any other rights of any third party; and (c) your User Content complies with these Terms and all applicable laws and regulations.

5.6 No Obligation to Host. Mixer.Live is under no obligation to host, store, or make available any User Content and may remove or refuse to display User Content at any time in its sole discretion.

6. COPYRIGHT & DMCA POLICY

6.1 Respect for Intellectual Property. Mixer.Live respects the intellectual property rights of others and expects all Users to do the same. We comply with the provisions of the Digital Millennium Copyright Act ("DMCA"), 17 U.S.C. § 512, and respond to valid notices of alleged copyright infringement.

6.2 Filing a DMCA Takedown Notice. If you believe that your copyrighted work has been copied or used on the Platform in a manner that constitutes copyright infringement, you may submit a written notification to our designated DMCA agent. Your notification must include all of the following elements as required by 17 U.S.C. § 512(c)(3):

- (a) A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright interest;
- (b) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- (c) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Mixer.Live to locate the material;
- (d) Information reasonably sufficient to permit Mixer.Live to contact the complaining party, such as an address, telephone number, and, if available, an email address;
- (e) A statement that the complaining party has a good faith belief that use of the material in the manner complained of 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 the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

6.3 Counter-Notification. If you believe that your User Content was removed or disabled as a result of a mistake or misidentification, you may submit a counter-notification to our designated DMCA agent. Your counter-notification must include: (a) your physical or electronic signature; (b) identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access was disabled; (c) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification; and (d) your name, address, telephone number, and a statement that you consent to the jurisdiction of the federal court for the judicial district in which your address is located, or if your address is outside the United States, for any judicial district in which Mixer.Live may be found, and that you will accept

service of process from the person who provided the original notification or an agent of such person.

6.4 Repeat Infringer Policy. In accordance with the DMCA and other applicable law, Mixer.Live has adopted a policy of terminating, in appropriate circumstances, the accounts of Users who are deemed to be repeat infringers. Mixer.Live may also, at its sole discretion, limit access to the Platform or terminate the accounts of any Users who infringe the intellectual property rights of others, whether or not there is any repeat infringement.

6.5 Designated DMCA Agent. All DMCA notices and counter-notifications should be sent to our designated agent at:

DMCA Agent, Mixer.Live

Email:

7. DONATIONS & FINANCIAL TERMS

7.1 Platform Donation Model. Mixer.Live operates a donation-based model. The Platform does not sell subscriptions, run advertising revenue-share programs, or pay Content Creators directly. There are two categories of donations on the Platform:

(a) **Site Donations:** Voluntary donations made directly to Mixer.Live to support platform operations. All Site Donations are final, non-refundable, and non-transferable.

(b) **Creator Donations:** Voluntary donations made by viewers directly to Content Creators through third-party payment processors. These transactions occur entirely between the donor and the Content Creator via the chosen payment processor.

7.2 Third-Party Payment Processors. Creator Donations are facilitated through third-party services, currently including PayPal and StreamElements. Mixer.Live does not process, hold, or intermediate Creator Donation funds. To receive Creator Donations, a Content Creator must link

a valid PayPal account through their Mixer.Live settings dashboard. All Creator Donation transactions are governed by the applicable third-party processor's terms of service and policies. Mixer.Live is not responsible for payment processing errors, disputes, chargebacks, holds, or delays caused by any third-party payment processor. Mixer.Live reserves the right to add, remove, or change supported payment processors at any time with reasonable notice.

7.3 No Employment or Compensation Relationship. Content Creators are independent users of the Platform, not employees, contractors, or agents of Mixer.Live. Mixer.Live does not compensate, pay, or provide any form of remuneration to Content Creators. Nothing in these Terms creates an employment, partnership, joint venture, or agency relationship between Mixer.Live and any user.

7.4 Tax Obligations. Each Content Creator is solely responsible for reporting and paying all applicable taxes on donations received through the Platform. Mixer.Live does not issue tax forms (such as IRS Form 1099) and does not withhold taxes on Creator Donations. Users should consult a qualified tax professional regarding their obligations.

7.5 Prohibited Financial Conduct. Users may not: (a) use the donation system to launder money or facilitate fraudulent transactions; (b) solicit donations through deceptive, misleading, or coercive means; (c) use donations to circumvent platform rules or purchase prohibited services; or (d) abuse the donation system in any manner that violates applicable law.

8. STREAM KEYS & BROADCASTING

8.1 Confidentiality of Stream Keys. Your Stream Key is a confidential credential that provides authenticated access to broadcast Content to your Channel. You are solely responsible for the security and confidentiality of your Stream Key and for all broadcasts transmitted using your Stream Key, whether or not authorized by you.

8.2 No Liability for Unauthorized Broadcasts. Mixer.Live shall not be liable for any damages, losses, or consequences arising from unauthorized broadcasts, content, or activity resulting from a compromised, stolen, or disclosed Stream Key. You acknowledge that unauthorized use of your Stream Key may result in Content being broadcast on your Channel for which you may be held responsible under these Terms.

8.3 Resetting Stream Keys. You may reset your Stream Key at any time through your account settings. We recommend resetting your Stream Key immediately if you suspect it has been compromised or disclosed to any unauthorized party.

8.4 Prohibited Stream Key Activities. You shall not: (a) share, disclose, publish, or display your Stream Key to any third party; (b) sell, lease, license, or transfer your Stream Key to any third party; (c) use another User's Stream Key without their express authorization; or (d) use automated tools or scripts to extract, harvest, or replicate Stream Keys from the Platform.

8.5 Technical Requirements and Acceptable Use. Users are responsible for ensuring that their broadcasting equipment, software, and internet connectivity meet the technical requirements published by Mixer.Live for use of the Platform. Broadcasting tools and software must be used in compliance with these Terms and must not be used to transmit malicious code, circumvent platform restrictions, or otherwise compromise the integrity of the Platform or its Services.

9. PLATFORM RIGHTS & INTELLECTUAL PROPERTY

9.1 Mixer.Live Intellectual Property. The Platform and all of its components, including but not limited to the software, source code, object code, algorithms, databases, design elements, user interface, graphics, logos, trademarks, trade names, service marks, domain names, and all other intellectual property and proprietary rights therein, are and shall remain

the sole and exclusive property of Mixer.Live or its licensors. All rights not expressly granted in these Terms are reserved by Mixer.Live.

9.2 Restrictions. You shall not, and shall not permit any third party to: (a) copy, reproduce, modify, adapt, translate, or create derivative works of the Platform or any part thereof; (b) reverse-engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying algorithms of the Platform; (c) remove, alter, or obscure any copyright, trademark, or other proprietary notices on the Platform; (d) use any data mining, robots, scraping, or similar data-gathering or extraction methods on the Platform; or (e) sublicense, sell, lease, or otherwise transfer rights to the Platform to any third party.

9.3 Limited License to Users. Subject to your compliance with these Terms, Mixer.Live grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Platform for your personal, non-commercial purposes. Streamers who use the Platform's Donation Features are additionally licensed to use the Platform for purposes related to receiving Creator Donations, to the extent expressly authorized by these Terms.

9.4 Branding Guidelines. Streamers and other Users may reference Mixer.Live in connection with their activities on the Platform, provided they comply with any branding guidelines published by Mixer.Live from time to time. Users shall not: (a) use the Mixer.Live name, logo, or trademarks in a manner that suggests endorsement, sponsorship, or affiliation with Mixer.Live without prior written authorization; (b) modify or alter the Mixer.Live logos or trademarks in any way; or (c) use the Mixer.Live intellectual property in connection with any activity that violates these Terms or is otherwise unlawful.

10. MODERATION & ENFORCEMENT

10.1 Right to Monitor. Mixer.Live may, but is not obligated to, monitor, review, or inspect any User Content or User activity on the Platform at any

time, for any reason, with or without notice. The absence of monitoring does not imply approval or endorsement of any User Content or User conduct.

10.2 Enforcement Actions. In the event that Mixer.Live determines, in its sole discretion, that a User has violated these Terms, the Community Guidelines, or any applicable law, Mixer.Live may take one or more of the following enforcement actions, without limitation:

- (a) Issuance of a formal warning;
- (b) Temporary suspension of the User's account for a defined period;
- (c) Permanent termination (ban) of the User's account;
- (d) Removal, disabling, or restriction of access to specific User Content;
- (e) Suspension or removal of access to Donation Features;
- (f) Restriction of specific platform features or functionalities; and
- (g) Reporting of the User's conduct to appropriate law enforcement authorities.

10.3 Appeals. Users who have been subject to an enforcement action may appeal the decision through the designated appeals process made available on the Platform. Appeals must be submitted within thirty (30) days of the enforcement action and must include a clear explanation of the grounds for the appeal. Mixer.Live will review appeals in good faith and will endeavor to respond within a reasonable time period.

10.4 Finality of Decisions. While Mixer.Live will endeavor to apply moderation and enforcement actions consistently and fairly, all moderation decisions are final and are made at Mixer.Live's sole discretion. Mixer.Live's decision on any appeal shall be considered the final disposition of the matter.

10.5 Voluntary Moderators. Streamers may appoint volunteer moderators to assist in managing their Channels and chat communities. Such volunteer moderators act under the authority and at the direction of the Streamer who appointed them. Volunteer moderators are not employees, agents, contractors, or representatives of Mixer.Live, and

Mixer.Live shall not be liable for any actions or omissions of volunteer moderators. Streamers are responsible for ensuring that their appointed moderators comply with these Terms and the Community Guidelines.

11. THIRD-PARTY SERVICES & LINKS

11.1 The Platform may contain links to, or integrations with, websites, applications, services, or content provided by third parties ("**Third-Party Services**"). Such Third-Party Services are not under the control of Mixer.Live, and the inclusion of any link or integration does not imply endorsement, approval, or affiliation by Mixer.Live.

11.2 Mixer.Live is not responsible or liable for the content, accuracy, privacy practices, terms of service, or any other aspect of any Third-Party Services. Your interaction with any Third-Party Service is solely between you and the third-party provider and is subject to such third party's terms and policies.

11.3 Your use of Third-Party Services is at your own risk. You acknowledge and agree that Mixer.Live shall not be liable for any damages, losses, or harm arising from your use of or reliance on any Third-Party Services.

11.4 Mixer.Live uses the RAWG Video Games Database API (rawg.io) to provide game category information and metadata for streams. Your use of game categories on the platform is subject to RAWG's terms of service and data availability. Mixer.Live does not guarantee the accuracy, completeness, or continued availability of game data provided through RAWG or any other third-party API.

11.5 Mixer.Live utilizes PayPal and StreamElements as third-party services for processing Creator Donations on the Platform. All transactions conducted through PayPal and StreamElements are governed by their respective terms of service and privacy policies. Mixer.Live is not a party to any transaction between you and these payment service providers and assumes no responsibility or liability for the processing, handling, or security of payments made through these services.

12. PRIVACY

12.1 Your privacy is important to us. The collection, use, storage, disclosure, and protection of your personal information are governed by the Mixer.Live Privacy Policy, which is available at mixer.live/privacy and is incorporated into these Terms by reference.

12.2 By using the Platform, you acknowledge that you have read and understood the Privacy Policy and consent to the data practices described therein. We encourage you to review the Privacy Policy regularly, as it may be updated from time to time.

13. DISCLAIMERS & LIMITATION OF LIABILITY

13.1 Disclaimer of Warranties. THE PLATFORM AND ALL SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MIXER.LIVE EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. MIXER.LIVE DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ANY DEFECTS WILL BE CORRECTED.

13.2 No Liability for User Content. MIXER.LIVE IS NOT RESPONSIBLE OR LIABLE FOR ANY USER CONTENT POSTED, STREAMED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE ON OR THROUGH THE PLATFORM BY ANY USER OR THIRD PARTY. MIXER.LIVE DOES NOT ENDORSE, SUPPORT, REPRESENT, OR GUARANTEE THE ACCURACY, COMPLETENESS, RELIABILITY, OR QUALITY OF ANY USER CONTENT.

13.3 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MIXER.LIVE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, OR

ASSIGNS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH: (A) YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE PLATFORM; (B) ANY CONDUCT OR CONTENT OF ANY USER OR THIRD PARTY ON THE PLATFORM; (C) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR CONTENT OR TRANSMISSIONS; (D) SERVICE INTERRUPTIONS, OUTAGES, OR DATA LOSS; OR (E) ANY OTHER MATTER RELATING TO THE PLATFORM, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT MIXER.LIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.4 Cap on Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF MIXER.LIVE FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE PLATFORM SHALL NOT EXCEED THE GREATER OF: (A) ONE HUNDRED UNITED STATES DOLLARS (\$100.00); OR (B) THE TOTAL AMOUNTS PAID BY YOU TO MIXER.LIVE IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

13.5 Jurisdictional Limitations. Some jurisdictions do not allow the exclusion or limitation of certain warranties or liability. In such jurisdictions, the limitations and exclusions set forth in this Section shall apply to the fullest extent permitted by applicable law.

14. INDEMNIFICATION

14.1 You agree to indemnify, defend, and hold harmless Mixer.Live, its parent company, subsidiaries, affiliates, officers, directors, employees, agents, licensors, and service providers (collectively, the "**Indemnified Parties**") from and against any and all claims, demands, actions, suits,

proceedings, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or relating to:

- (a) Your User Content, including any claims that your User Content infringes, misappropriates, or violates any third-party intellectual property rights, privacy rights, publicity rights, or other rights;
- (b) Your use of or access to the Platform, including any activity conducted through your account;
- (c) Your violation of these Terms, the Community Guidelines, or any applicable law or regulation;
- (d) Your violation or infringement of any rights of any third party; and
- (e) Any dispute or claim between you and any other User or third party.

14.2 Mixer.Live reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate fully with Mixer.Live in asserting any available defenses. Your indemnification obligations under this Section shall survive the termination of your account and these Terms.

15. DISPUTE RESOLUTION & ARBITRATION

15.1 Informal Resolution. Before initiating any formal dispute resolution proceeding, you agree to first contact Mixer.Live at and attempt to resolve any dispute informally for a period of at least thirty (30) days. During this informal resolution period, the parties shall engage in good-faith negotiations to resolve the dispute without resort to arbitration or litigation.

15.2 Binding Arbitration. If the parties are unable to resolve a dispute through informal negotiation within the thirty (30) day period described in Section 15.1, either party may elect to resolve the dispute through binding arbitration rather than in court. Arbitration shall be administered by the American Arbitration Association ("**AAA**") in accordance with its then-current Consumer Arbitration Rules and, where applicable, the AAA's

Supplementary Procedures for Consumer-Related Disputes (collectively, the "**AAA Rules**"). The arbitration shall be conducted by a single arbitrator selected in accordance with the AAA Rules. The arbitration shall take place in the State of Illinois, or, at your election, may be conducted by telephone, videoconference, or based solely on written submissions.

15.3 Class Action Waiver. YOU AND MIXER.LIVE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION OR PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING.

15.4 Small Claims Court Exception. Notwithstanding the foregoing, either party may elect to bring an individual action in small claims court for disputes or claims within the scope of that court's jurisdiction, provided that the action is not removed or transferred to a court of general jurisdiction.

15.5 Opt-Out Right. You may opt out of the binding arbitration and class action waiver provisions set forth in this Section 15 by sending a written notice of your decision to opt out to within thirty (30) days of the date you first create your account on the Platform. Your opt-out notice must include your full legal name, the email address associated with your account, and a clear statement that you wish to opt out of arbitration. If you timely opt out, neither party shall be required to arbitrate disputes, and any disputes shall be resolved in accordance with Section 17 (Governing Law).

15.6 Arbitrator's Authority. The arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this arbitration agreement, including but not limited to any claim that all or any part of this arbitration agreement is void

or voidable. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction.

16. TERMINATION

16.1 Termination by User. You may terminate your account at any time by following the account deletion process available in your account settings or by contacting . Upon termination, your right to access and use the Platform will cease immediately.

16.2 Termination by Mixer.Live. Mixer.Live reserves the right to suspend or terminate your account and access to the Platform, in whole or in part, at any time, for any reason, and with or without prior notice, including but not limited to: (a) your breach of these Terms or the Community Guidelines; (b) a request by law enforcement or other governmental authority; (c) discontinuance or material modification of the Platform or any Service; (d) unexpected technical or security issues; or (e) extended periods of inactivity.

16.3 Effects of Termination. Upon termination of your account, whether by you or by Mixer.Live:

- (a) Your right to access and use the Platform and all Services will immediately cease;
- (b) Mixer.Live may, but is not obligated to, remove your User Content from the Platform, subject to the license survival provisions of Section 5.3;
- (c) Mixer.Live does not hold, process, or owe any funds to Content Creators. Creator Donations are processed entirely by third-party payment processors, and Mixer.Live has no obligation to remit, refund, or otherwise account for Creator Donation funds upon termination; and
- (d) You remain liable for any obligations accrued prior to termination, including any indemnification obligations.

16.4 Survival. The following provisions shall survive any termination or expiration of these Terms: Sections 2 (Definitions), 5 (Content Ownership & Licenses), 6 (Copyright & DMCA Policy), 13 (Disclaimers & Limitation of

Liability), 14 (Indemnification), 15 (Dispute Resolution & Arbitration), 17 (Governing Law), 18 (Miscellaneous / General Provisions), and any other provisions which by their nature are intended to survive.

17. GOVERNING LAW

17.1 These Terms and any dispute arising out of or relating to these Terms or the Platform shall be governed by and construed in accordance with the laws of the State of Illinois, United States of America, without regard to its conflict-of-law principles or provisions.

17.2 For any dispute not subject to the arbitration provisions set forth in Section 15, you agree to submit to the exclusive personal jurisdiction of the state and federal courts located in the State of Illinois. You hereby waive any objection to the exercise of jurisdiction over you by such courts and to the venue of such courts.

18. MISCELLANEOUS / GENERAL PROVISIONS

18.1 Severability. If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court or arbitrator of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable, or, if modification is not possible, shall be severed from these Terms. The invalidity, illegality, or unenforceability of any provision shall not affect the validity, legality, or enforceability of the remaining provisions, which shall continue in full force and effect.

18.2 Entire Agreement. These Terms, together with the Privacy Policy, Community Guidelines, and any other policies or agreements incorporated herein by reference, constitute the entire agreement between you and Mixer.Live with respect to the subject matter hereof and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

18.3 No Waiver. The failure of Mixer.Live to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. Any

waiver of any provision of these Terms will be effective only if in writing and signed by an authorized representative of Mixer.Live. No waiver shall be deemed a further or continuing waiver of such provision or any other provision.

18.4 Assignment. You may not assign, transfer, or delegate your rights or obligations under these Terms, in whole or in part, without the prior written consent of Mixer.Live. Mixer.Live may freely assign, transfer, or delegate its rights and obligations under these Terms without restriction and without notice to you. Any purported assignment in violation of this Section shall be null and void.

18.5 Force Majeure. Mixer.Live shall not be liable for any failure or delay in performing its obligations under these Terms to the extent that such failure or delay results from circumstances beyond Mixer.Live's reasonable control, including but not limited to acts of God, natural disasters, epidemics or pandemics, war, terrorism, riots, civil unrest, government actions or orders, labor disputes, power failures, internet or telecommunications failures, cyberattacks, or any other events of similar nature (each, a "**Force Majeure Event**"). In the event of a Force Majeure Event, Mixer.Live's obligations shall be suspended for the duration of such event.

18.6 Notices. All notices required or permitted under these Terms shall be in writing. Notices to Mixer.Live must be sent to . Notices to you may be provided by email to the address associated with your account, by posting on the Platform, or by any other means reasonably calculated to provide actual notice.

18.7 Headings. The section headings in these Terms are for convenience only and shall not affect the interpretation or construction of these Terms.

18.8 Relationship of the Parties. Nothing in these Terms shall be construed to create a partnership, joint venture, employment, or agency relationship between you and Mixer.Live. Neither party shall have the authority to bind the other or to incur obligations on the other's behalf.

19. CONTACT INFORMATION

If you have questions, concerns, or inquiries regarding these Terms of Service, the Platform, or any related matter, please contact us using the information below:

- General Legal Inquiries:**
- DMCA / Copyright Notices:**
- General Support:**

— End of Terms of Service —

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