



NEO EULA

SQUARE ENIX TERMS OF SERVICE

Last Updated: March 9, 2021

The following Square Enix Terms of Service (“Terms of Service”) explain the conditions that apply when you use our various games, software, products, services, websites, accounts, applications, online stores, features, content, and activities (the “Services,” and each a “Service”). These Terms of Service govern your use of any Service that posts or links to these Terms of Service or is owned, controlled, or published by or for: Square Enix, Inc.; Square Enix LLC; Square Enix Limited; Crystal Dynamics, Inc.; Eidos Interactive Corp.; or their subsidiaries (“Square Enix,” or “we,” “our,” or “us”). In addition to these Terms of Service, separate guidelines, rules, or terms of service or sale (“Additional Terms”) may apply to your use of a particular Service. Where applicable, these Additional Terms will be made available to you before you start using any Service for which they are relevant. To the extent there is a conflict between these Terms of Service and any Additional Terms, the Additional Terms will control unless expressly stated otherwise. Certain Services we offer are not governed by these Terms of Service, but rather by separate terms of service and other policies that shall be notified to you when you access or use such Services. In the absence of any notification that such alternative terms apply, these Terms of Service shall govern.

Before using the Services, you must read and accept these Terms of Service and any Additional Terms, and you acknowledge that you have read and understand the Square Enix Privacy Notice . If you do not agree to these Terms of Service or any Additional Terms, please uninstall and discontinue use of the Services.

MANY TYPES OF DISPUTES THAT MAY ARISE IN CONNECTION WITH YOUR ACCESS TO OR USE OF THE SERVICES MAY BE SUBJECT TO MANDATORY ARBITRATION. PLEASE READ THE ARBITRATION PROVISIONS IN SECTION 14 OF THESE TERMS OF SERVICE CAREFULLY BEFORE USING OUR SERVICES.

1. Region

These Terms of Service are a contract between you and the Square Enix affiliate for your geographical region identified below (“Region”):

- For the “American Region,” Square Enix means Square Enix, Inc., 999 N. Pacific Coast Highway, 3rd Floor, El Segundo, CA 90245, United States. You are in the American Region if you are in: North America; South America; Central America; American Samoa; Guam; the United States Minor Outlying Islands; or the Caribbean.
- For the “EMEA-Asia Region,” Square Enix means Square Enix Limited (Co. No. 01804186), 240 Blackfriars Road, London, SE1 8NW United Kingdom. You are in the EMEA-Asia Region if you are in Europe, the Middle East, Africa, Asia, or any other territory not identified in this Section 1.

Notwithstanding the foregoing, you may not use the Services if you are located in a territory in which use of the Services is prohibited by applicable law or these Terms of Service.

2. Limited License

Square Enix and its licensors own and reserve all rights, title, and interest in the Services and the associated intellectual property in the Services, including audio-visual elements and other copyrightable materials (such as the “look and feel” of the Services); trademarks, logos, trade names, service marks, and trade identities of Square Enix and our licensors; patentable subject matter; and any other forms of intellectual property. Subject to your continuing compliance with these Terms of Service, Square Enix grants you a limited, non-exclusive, cancellable, non-assignable, non-sublicensable, and non-transferable license to use the Services for your personal, non-commercial use. Square Enix may immediately suspend or terminate the availability of some or all of the Services for any reason, in Square Enix’s sole discretion, without advance notice or liability.

3. Use Restrictions

In order to use the Services, you must not do any of the following: (i) violate any applicable law or regulation; (ii) use the Services for commercial or political purposes; (iii) copy, scrape, reproduce, redisplay, reverse engineer, decompile, hack, or modify the Services, including any server or network used to provide the Services (except to the extent enforcement of the foregoing is prohibited by applicable law); (iv) access or attempt to access an Account (defined below) that does not belong to you; (v) interfere with another user’s use of the Services; (vi) cheat or create an unfair advantage in the Services or any other Square Enix games or services; (vii) create, develop, modify, distribute, use, promote, advertise, sell, commercialize, or otherwise exploit any unauthorized software, service, tool, or scheme to cheat or create an advantage in any offline, online, or multiplayer modes of the Services or any Square Enix games or services; (viii) interfere with any security feature of the Services; (ix) use an unauthorized server to emulate or access the Services; (x) intercept, mine, or collect information from the Services or its users without authorization; (xi) violate the intellectual property rights or other rights of Square Enix or others; or (xii) remove any trademark, copyright, or other intellectual property notice. We may immediately suspend or terminate your access to the Services if you violate any of these restrictions, or if you otherwise violate these Terms of Service.

4. Use of the Services by Children

The Services are not directed to children under the age of thirteen (13), and Square Enix will not knowingly collect personal information from anyone under the age of thirteen (13) (or other applicable minimum age in your place of residence) without obtaining verifiable explicit parental consent as may be required by law. Children over the age of thirteen (13) (or other applicable minimum age in your place of residence) but under the age of eighteen (or other applicable age of majority in your place of residence) must obtain consent from their parent or guardian before using the Services. Where applicable, interactive video games (“Games,” and each a “Game”) offered through the Services carry a voluntary or mandatory age rating identified on the packaging and in online information. You agree not to play, or to allow others to play, a particular Game if doing so would violate the applicable minimum age rating in your jurisdiction. Parents and guardians of children under the age of eighteen (or the applicable age of majority in your place of residence) should read these Terms of Service carefully before allowing children to use the Services.

5. Account Registration

Some features of the Services may require you to register an account with Square Enix (“Account”). You are responsible for maintaining the security of your Account and for all activity that occurs on your Account. When registering an Account, you agree to the following: (i) you will not use a username or email address that impersonates or personally identifies another person or entity; (ii) you will provide and maintain accurate information; and (iii) you will not sell your Account to a third party or let any other person use your Account. Square Enix may suspend or terminate your Account at any time and for any reason, including if Square Enix

believes you have violated these Terms of Service. Notwithstanding the foregoing, if you live in France then Square Enix will provide you at least thirty (30) days' notice before terminating your Account.

If you have registered an Account and wish to terminate it, please contact the applicable customer support center for your Region as provided below in Section 11. Upon termination of your Account for any reason, Square Enix reserves the right to delete the Account permanently.

6. Virtual Credits

Square Enix may allow you to use "Virtual Credits" to redeem certain digital items and online services. Virtual Credits may have different names, such as, "Crysta®," "coins," "points," or "gold." Virtual Credits are not currency or property and have no monetary value. Square Enix retains all ownership of Virtual Credits and has the absolute right to manage and change Virtual Credits and all licenses for digital items and services redeemed using Virtual Credits. Your use of Virtual Credits is subject to a personal, non-commercial, non-exclusive, non-assignable, non-sublicensable, non-transferable, cancelable license. Except where explicitly authorized by Square Enix, exchanging, seeking to exchange, or facilitating the exchanging of Virtual Credits or other virtual items for money or any other form of property is strictly forbidden and considered a breach of these Terms of Service.

Where permitted by Square Enix, you may add Virtual Credits to an Account by using the applicable payment methods for the platform you are using to access the Services. Square Enix reserves the right to adjust the price for Virtual Credits at any time, in its sole discretion, without notice or reimbursement. You are responsible for the payment of any taxes or other charges relating to the purchase or redemption of Virtual Credits. Except as where may be required by law, you have no right to receive a refund for unused Virtual Credits.

Unless you live in the European Union, or have acquired or use the Services in a country located in the European Union, you agree not to bring a lawsuit against Square Enix or our affiliates, service providers, or licensors arising out of or related to your use of Virtual Credits, including any claim based on a theory that you own Virtual Credits or any related digital items or service; any modifications in the amount of Virtual Credits necessary to obtain a virtual item or service; or the removal of access to any virtual item or service, including as a result of Account termination.

7. Purchases from Square Enix

Purchases made through the Square Enix Online Store are not governed by these Terms of Service, but rather by the Terms and Conditions of Sale and other policies posted on the website applicable to your Region (currently <https://store.na.square-enix-games.com/> for the American Region and <https://store.eu.square-enix-games.com/> for the EMEA-Asia Region). If you made a purchase on the Square Enix Online Store and have questions about the terms and conditions applicable to your purchase, including whether you have the right to cancel an order or request a refund, please visit the appropriate Square Enix Online Store website for your Region for more information.

To the extent not governed by the aforementioned Terms and Conditions of Sale and other policies posted on the Square Enix Online Store website, or by other Additional Terms, and without affecting your rights as a consumer under local law, the following terms shall apply to purchases you make directly from Square Enix. If you place an order with Square Enix, we may, solely in our discretion, reject your order or limit the quantity of products you may purchase. We may also require additional information from you before accepting your order. If we accept your order, we will email you a confirmation notice providing relevant details on the purchase and a binding contract will form between you and us. If we are unable to accept your order because a product is not available, we may notify you when it becomes available again (subject to your consent).

- For purchases made by customers resident outside of the EU:

Physical products are at your risk from the time of delivery, and download products are at your risk from the time the download completes. Subject to your local law, you may not cancel an order for a physical product after you receive an order confirmation, and may not cancel a digital product after you start downloading the product.

• For purchases made by customers resident in the EU:

These are the terms and conditions on which Square Enix provides products to you, whether these are goods or digital content.

Orders for goods: After placing an order for goods, you will have a period of fourteen (14) days after the date that you receive the goods to cancel your order without giving any reason. This right will be lost if the goods are sealed audio or sealed video recordings or sealed computer software and these goods are unsealed after you receive them.

Orders for digital content: After placing an order for digital content, you will have a period of fourteen (14) days from the date on which your order was placed to cancel your order without giving any reason. This right shall be lost if you have begun downloading or streaming the digital content. If we delivered the digital content to you immediately, and you agreed to this when placing your order, you will not be able to cancel.

If you wish to exercise your cancellation right, you can contact Square Enix at <http://support.eu.square-enix.com> to send us the model cancellation form below.

- To Square Enix Limited, 240 Blackfriars Road, London, SE1 8NW United Kingdom:

- I hereby give notice that I withdraw from my contract for the following:

[INSERT ORDER ID AND NAME OF PRODUCT]

- Ordered on [INSERT DATE] / received on [INSERT DATE]

- Name of consumer

- Address of consumer

- Date

- Account ID

- Email address associated with purchase/Account

You must send your communication within the applicable fourteen (14) day period for your cancellation to be effective. We will refund the applicable method you used for payment within fourteen (14) days of being notified of your wish to cancel in respect of digital content, or within fourteen (14) days from receipt of the returned products in respect of goods.

Where you have purchased a recurring subscription to one of our Services, you agree that Square Enix will process recurring payments automatically. Your subscription will continue to renew until you cancel your subscription. Unless stated otherwise, prices do not include delivery charges and certain other applicable fees, which will be disclosed to you before you place your order. Depending on the destination, products may be subject to additional import duties, taxes, or levies, and you are responsible for the payment of all such charges. If you purchase a download product, you are responsible for any costs associated with downloading and accessing the product.

NOTHING IN THESE TERMS OF SERVICE AFFECTS YOUR RIGHTS AS A CONSUMER UNDER LOCAL LAW, INCLUDING YOUR RIGHT IN CERTAIN JURISDICTIONS TO CANCEL AN ORDER OR RECEIVE A REFUND FOR A PRODUCT THAT IS DEFECTIVE OR NOT AS DESCRIBED TO YOU. Where applicable, we will provide you with details regarding your statutory cancellation rights, and an explanation of how to exercise them, in the order confirmation.

8. User-Generated Content

Square Enix may offer you the opportunity to upload, transmit, or otherwise make available on the Services

content you have created (“User-Generated Content”). Subject to your local law, you grant Square Enix the unrestricted, worldwide, irrevocable, perpetual, and cost-free right to use, copy, modify, distribute, disclose, sell, sublicense, display, publicly perform, publish, broadcast, translate, make derivative works of, promote, and otherwise exploit your User-Generated Content without any compensation, notice, or attribution to you, and to allow other third parties to do the same. To the maximum extent permitted by your local law, you waive any moral rights you have in User-Generated Content.

You are solely liable for your User-Generated Content and submit it at your own risk. When you submit User-Generated Content, you agree that: (a) you are the sole author and owner of the rights to the User-Generated Content and are able to grant such rights without creating any obligation or liability to Square Enix or any third party; (b) the User-Generated Content does not infringe any intellectual property right or other right (including rights of privacy or publicity) of any third party; (c) the User-Generated Content will not cause injury or harm to Square Enix or any third party; and (d) the User-Generated Content does not violate these Terms of Service. Square Enix may—but does not have an obligation to—delete, remove, edit, or refuse to post User-Generated Content in our sole discretion. We do not accept any liability for removing, or not removing, any User-Generated Content.

9. Procedure for Alleging Copyright Infringement under the DMCA

If you believe that any content available on the Services violates a copyright, you may notify Square Enix as set forth in the U.S. Digital Millennium Copyright Act of 1998. To do so, please send us a notice that includes the following information:

- a legend or subject line that says “DMCA Copyright Infringement Notice”;
- a description of the copyrighted work that you claim has been infringed or, if multiple copyrighted works are covered by a single notification, a list of such works;
- a description of where the material that you claim is infringing or is the subject of infringing activity is located that is reasonably sufficient to permit us to locate the material;
- your name, address, telephone number, and email address;
- a statement by you that you have 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;
- a statement by you, made under penalty of perjury, that all the information in your notice is accurate and that you are the copyright owner (or, if you are not the copyright owner, that you are authorized to act on behalf of the owner); and
- your electronic or physical signature.

All DMCA notices must be sent to:

Square Enix

Attn: Legal Department

999 N. Pacific Coast Highway., 3rd Floor

El Segundo, CA 90245, United States

Email: DMCA@us.square-enix.com

If we receive a notice of copyright infringement that complies with the notice requirements in this Section 9, we will respond in accordance with our requirements under the U.S. Digital Millennium Copyright Act of 1998 (or other laws, if applicable). Please note that we may share any information you provide in your notice with the allegedly infringing party. You may be liable if you knowingly misrepresent that material or activity is infringing.

10. Community Guidelines

You must comply with the following guidelines (“Community Guidelines”) when using our online communities,

uploading content on the Services (including User-Generated Content), or interacting with other users on the Services:

- You must treat other people with respect. Cursing, harassing, stalking, threatening, and making insulting comments or personal attacks about other people is prohibited.
- You must not use the Services to encourage hateful or illegal conduct, including crimes against humanity, acts of terrorism, exploitation of children, acts of violence against women or any other person or group, attacks against another's human dignity, or hatred of others based on their race, religion, national origin, gender, sex, sexual preferences, or disabilities.
- You must not use the Services to distribute any content that is obscene, pornographic, defamatory, hateful, or illegal, or that violates the intellectual property rights or other rights of any person or entity.
- Respect others' privacy. You may not reveal another person's name, address, phone number, email address, date of birth, social security number, credit card number, medical information, financial information, likeness, or any other information that can be used to identify another person.
- Do not impersonate another person or entity, misrepresent your identity or affiliation with another person or entity, or otherwise make statements that are false, fraudulent, or deceptive.

If you discover any content or behaviour that violates this section or these Terms of Service, or is otherwise illegal or infringing, please report it to us by contacting the customer service center designated for your Region in Section 11. Please note that we have the right, but not the obligation, to monitor the Services, and we accept no liability for content or behaviour you encounter on the Services.

11. Customer Service Requests

For questions and other customer service requests, please contact the relevant customer service center below:

- For the American Region: <http://support.na.square-enix.com>.
- For the EMEA-Asia Region (other than China; Japan; Mongolia; Republic of Korea; Taiwan; Laos; Thailand; Hong Kong; Vietnam; the Philippines; Brunei; Malaysia; Singapore; Indonesia; Cambodia; or Macao) and for English language questions and customer service requests from outside the American Region: <http://support.eu.square-enix.com>.
- For China; Japan; Mongolia; Republic of Korea; Taiwan; Laos; Thailand; Hong Kong; Vietnam; the Philippines; Brunei; Malaysia; Singapore; Indonesia; Cambodia; or Macao (aside from English language queries): <http://support.jp.square-enix.com>.

12. Dealings with Third Parties

A. Third-Party Software and Services. The Services may give you the option to access third-party websites, software, services, advertisements, or other third-party materials. We do not endorse or control such third-party materials and we are not responsible for your interactions with them. When accessing any third-party materials, you should carefully read any applicable terms of service and privacy policies.

B. Apple. If you are accessing or using an application that is operated or published by Square Enix and posts or links to these Terms of Service through an Apple device running iOS ("iOS App"), the following Additional Terms are applicable to you and are incorporated into these Terms of Service by this reference:

- (i) You acknowledge that these Terms of Service are concluded between you and Square Enix only, and that Square Enix, and not Apple, is responsible for providing the Services and any content thereof.
- (ii) You may only access an iOS App through Apple-branded products that you own or control and as permitted by the usage rules set forth in the App Store Terms of Service (currently available at <http://www.apple.com/legal/itunes/uk/terms.html>); provided that an iOS App may be accessed and used by other accounts associated with you via Family Sharing or volume purchasing.

(iii) You acknowledge that Apple has no obligation to furnish any maintenance or support services to you with respect to any iOS App. To the extent that any maintenance or support is required under applicable law, Square Enix, and not Apple, is obligated to provide such maintenance and support.

(iv) In the event a warranty obligation is not disclaimed under these Terms of Service or Additional Terms and/or cannot be disclaimed under applicable law, Square Enix, and not Apple, is responsible for providing such warranty. If an iOS App fails to conform to an applicable warranty, you may notify Apple, and Apple will refund the purchase price for the iOS App. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to an iOS App.

(v) Notwithstanding anything to the contrary herein, you acknowledge that, solely as between Apple and Square Enix, Square Enix is responsible for addressing any claims you may have relating to the Services, including: (a) product liability claims; (b) any claim that the Services fail to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection, privacy or similar legislation.

(vi) If the Services are alleged to infringe a third party's intellectual property rights, Square Enix, and not Apple, is responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claims.

(vii) You agree to comply with any third-party terms applicable to your use of an iOS App.

(viii) You acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms of Service and that Apple has the right to enforce this Section 12(B) against you as a third-party beneficiary thereof.

C. Microsoft. If you are accessing or using the Services through a Microsoft video game platform or service (e.g., Xbox One, Xbox Live) the following Additional Terms are applicable to you and are incorporated into these Terms of Service by this reference:

(i) To the maximum extent allowed by applicable law, Microsoft and its affiliates: (a) have no warranty obligations whatsoever with respect to the Services; and (b) have no liability to you for any claims or damages relating to the Services.

(ii) Microsoft and its affiliates have no obligation to provide you with any support for the Services or with any other additional services.

(iii) Nothing in these Terms of Service is intended to: (a) prevent or limit your access to any software product intended for use on a Microsoft video game platform, including with respect to any related updates or digital content; or (b) govern or change in any way your relationship with Microsoft under Microsoft's applicable agreements with you, including the Xbox Live terms of use.

D. Sony. If you are accessing or using the Services through a PlayStation®4 or PlayStation®5 console, the following Additional Terms are applicable to you and are incorporated into these Terms of Service by this reference:

(i) You acknowledge that these Terms of Service are a contract between you and Square Enix, and not an agreement between you and Sony Interactive Entertainment, Inc. or any of its affiliate companies (collectively "Sony"). Square Enix, and not Sony, is responsible for the Services.

(ii) You are granted a limited license to use the Services only on a system that you own or control or that delivers the Services to you via PlayStation™Network.

(iii) Sony is considered a third-party beneficiary of Square Enix under these Terms of Service.

(iv) For users in Brazil, Canada, Mexico, or the United States, the following additional terms apply: Purchase and use of items are subject to the Network Terms of Service and User Agreement. This online service has been sublicensed to you by Sony Interactive Entertainment America.

(v) For users in Australia, Austria, Belgium, Croatia, the Czech Republic, Denmark, Finland, France, Germany, Greece, India, Ireland, Israel, Italy, Kuwait, Luxembourg, the Netherlands, New Zealand, Norway, Poland, Portugal, Russia, Saudi Arabia, Slovenia, South Africa, Spain, Sweden, Switzerland, Turkey, the United Arab Emirates, the United Kingdom, or Ukraine, the following additional terms apply:

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

13. Wireless Features

The Services may allow you to access certain features via your wireless device, such as the ability to upload content to the Services, receive messages from the Services, or download applications. Please note that your carrier may charge messaging, data, and other fees to use such wireless features, and may also prohibit you from using certain features of the Services.

14. Binding Arbitration and Waiver of Class Actions

Unless you live in the European Union and/or are using the Services in the European Union, or except where otherwise prohibited by your local law, the following Section 14 shall apply to any controversy, allegation, or claim between you and Square Enix that arises out of or relates to the Terms of Use or your use of the Services (collectively, a “Dispute”). If you are located in the European Union, you may submit a Dispute for online resolution to the European Commission Online Dispute Resolution platform, information on which is currently available at the following link: https://ec.europa.eu/info/live-work-travel-eu/consumers/resolve-your-consumer-complaint_en.

In the event of a Dispute, the aggrieved party shall send the other party a written notice that includes the name, address, and contact information of the party giving notice, as well as a description of the Dispute and a proposed resolution. To notify Square Enix of a Dispute, please send a notice to the physical mailing address for your Region as set forth above in Section 1, with attention to the “Legal Department.” For a period of sixty (60) days following a party’s receipt of notice of a Dispute, Square Enix and you shall attempt to resolve the Dispute informally. If you and Square Enix cannot resolve the Dispute within sixty (60) days, then the aggrieved party may initiate binding arbitration as the sole means to resolve the Dispute. WITH ARBITRATION THERE IS NO JUDGE OR JURY, THE ARBITRATION IS SUBJECT TO CERTAIN CONFIDENTIALITY RULES, AND JUDICIAL REVIEW OF THE ARBITRATION OUTCOME IS LIMITED. Any arbitration proceeding shall be conducted by JAMS before one neutral arbitrator pursuant to JAMS’ Streamlined Arbitration Rules and Procedures and subject to the applicable law and venue for your region as set forth in Section 18(B) of these Terms of Service. The JAMS consumer arbitration minimum standards will apply if you are a “consumer” as defined by JAMS, which includes the right to an in-person hearing in your hometown area. Where permitted by the arbitrator, Square Enix agrees that you may appear at an arbitration proceeding by telephone. Discovery will be permitted pursuant to the applicable arbitration rules. All parties to the arbitration will have the right, at their own expense, to be represented by an attorney or other advocate of their choosing. You and Square Enix will pay the arbitration fees and other costs in accordance with the applicable arbitration rules. If applicable arbitration rules or laws require Square Enix to pay a greater portion of such fees and costs in order for this Section 14 to be enforceable, then Square Enix may pay such fees and costs and proceed to arbitration. The arbitrator’s decision must consist of a written statement stating the disposition of each claim of the Dispute and must provide a statement of the essential findings and conclusions on which the award (if any) is based.

Judgment on the arbitration decision and award (if any) may be entered in or by any court that has jurisdiction over the parties. This Section 14 does not preclude either party from seeking remedies in small claims court for Disputes within the scope of such court's jurisdiction.

This Section 14 does not apply to any legal action taken by Square Enix to seek an injunction or other equitable relief in connection with any actual or potential loss, cost, or damage relating to the Services. Nor does this Section 14 apply to any controversy, allegation, or claim regarding the processing of personal information transmitted to Square Enix in the United States from the European Union, European Economic Area, or Switzerland (for any inquiry or complaint concerning any such transfer of personal information, please follow the procedures provided in the Square Enix Privacy Notice).

DISPUTES WILL BE ARBITRATED ONLY ON AN INDIVIDUAL BASIS AND WILL NOT BE CONSOLIDATED WITH ANY OTHER ARBITRATION OR OTHER PROCEEDING THAT INVOLVES ANY CLAIM OR CONTROVERSY OF ANY OTHER PARTY. In the event this class action waiver is held to be illegal or unenforceable then our agreement to arbitrate will not apply and the Dispute must be brought exclusively in court on an individual basis.

If the arbitration provisions of this Section 14 are found to be unenforceable for any reason, you agree that the venue for any Dispute between you and us shall be the applicable court in Section 18(B) (based on your Region).

15. Disclaimer of Representations and Warranties

YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. SQUARE ENIX DISCLAIMS AND MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE SERVICES, INCLUDING WHETHER THE SERVICES: ARE FREE FROM VIRUSES OR OTHER MALICIOUS CONTENT; WILL INTEROPERATE OR BE COMPATIBLE WITH ANY THIRD-PARTY HARDWARE OR SOFTWARE; WILL BE ERROR FREE, UNINTERRUPTED OR AVAILABLE AT ALL TIMES; WILL MEET YOUR REQUIREMENTS; OR ARE LAWFUL IN ANY PARTICULAR JURISDICTION. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SQUARE ENIX DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES, IN WHICH CASE THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. IF YOU LIVE IN, HAVE BOUGHT, OR USE THE SERVICES IN A JURISDICTION THAT PROVIDES STATUTORY OR OTHER GUARANTEES UNDER APPLICABLE LAW, NOTHING IN THIS AGREEMENT IS INTENDED TO LIMIT THOSE RIGHTS.

16. Limitations of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SQUARE ENIX AND ITS EMPLOYEES, DIRECTORS, OFFICERS, MANAGERS, SHAREHOLDERS, AGENTS, VENDORS, LICENSORS, LICENSEES, CONTRACTORS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS (THE "SQUARE ENIX PARTIES") ARE NOT RESPONSIBLE OR LIABLE FOR ANY LOSSES OR DAMAGES OF ANY KIND, INCLUDING DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES THAT ARE THE RESULT OF OR RELATED TO: (I) YOUR USE OF OR INABILITY TO USE THE SERVICES OR THE PERFORMANCE OF THE SERVICES; (II) GAMES, PRODUCTS, CONTENT, USER-GENERATED CONTENT, OR ANY OTHER FUNCTIONS, FEATURES, ELEMENTS, OR INFORMATION ON, REFERENCED AT, OR LINKED OR MADE ACCESSIBLE THROUGH THE SERVICES; (III) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY THE SQUARE ENIX PARTIES OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR ACCESS TO OR USE OF THE SERVICES; (IV)

ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS OR OTHER RIGHTS OWNERS; (V) ANY ERRORS OR OMISSIONS IN THE SERVICES' TECHNICAL OPERATION; (VI) ANY DAMAGE TO YOUR OR ANOTHER PERSON'S DEVICE, HARDWARE, SOFTWARE, OR OTHER EQUIPMENT OR TECHNOLOGY, INCLUDING DAMAGE FROM ANY SECURITY BREACH, VIRUS, BUG, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE, NETWORK FAILURE, OR ANY TECHNICAL OR OTHER MALFUNCTION; OR (VII) YOUR INABILITY OR FAILURE TO COMPLY WITH THESE TERMS OF SERVICE FOR ANY REASON. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE SQUARE ENIX PARTIES' TOTAL LIABILITY TO YOU, FOR ALL POSSIBLE DAMAGES, LOSSES, AND CAUSES OF ACTION, EXCEED AN AMOUNT EQUAL TO THE AMOUNT YOU HAVE PAID SQUARE ENIX OVER THE PRECEDING TWELVE (12) MONTHS. NOTHING IN THESE TERMS AFFECTS YOUR LEGAL RIGHTS IN YOUR PLACE OF RESIDENCE. IN THE EVENT OF A CONFLICT BETWEEN YOUR RIGHTS UNDER APPLICABLE LOCAL LAW AND THESE TERMS OF SERVICE, YOUR RIGHTS UNDER APPLICABLE LOCAL LAW WILL PREVAIL.

If you are located in the European Union, or in another jurisdiction that does not allow the exclusion or limitation of incidental or consequential damages of the sort that are described in this Section 16, then such exclusions and limitations may not apply to you. Nothing in these Terms of Service in any way limits our liability to you for: (i) death or personal injury caused by our negligence; (ii) fraud or fraudulent misrepresentation; (iii) breach of any term implied by applicable law (including the Consumer Rights Act 2015 in the United Kingdom) that may not be limited or excluded; or (iv) any other liability that, by law, may not be limited or excluded. Subject to this, in no event shall we be liable to you for any business losses, and any liability we do have for losses you suffer arising from any contract shall not, in respect of any twelve-month period as calculated from the date of that contract, exceed the charges payable by you for the relevant Service in that twelve-month period or include any losses that were reasonably foreseeable. Losses are considered foreseeable where they could have been contemplated by you and us at the time we accepted your order.

17. Waiver of Injunctive and Other Equitable Relief

IF YOU CLAIM TO HAVE INCURRED ANY LOSSES, DAMAGES, OR INJURIES, THEY WILL NOT BE IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR OTHER EQUITABLE RELIEF. THIS MEANS THAT, IN CONNECTION WITH YOUR CLAIM, YOU AGREE THAT YOU WILL NOT SEEK ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY PRODUCT, GAME, SERVICE, OR OTHER INTELLECTUAL PROPERTY OWNED, LICENSED, USED, OR CONTROLLED BY SQUARE ENIX.

18. Additional Provisions

A. Updates to Terms of Service. Square Enix reserves the right to modify these Terms of Service at any time, including by posting updated terms on the Services (subject to applicable law). By continuing to use the Services after any such update you consent to the changes to the Terms of Service. You may also be asked to affirmatively consent to updates to these Terms of Service, and may be prevented from continuing to use the Services if you decline to accept such an update.

B. Applicable Law and Venue. Except as stated otherwise, these Terms of Service will be governed by and resolved in accordance with the following:

- If you are in the American Region, these Terms of Service will be governed by the laws of the State of California, United States, subject to the exclusive jurisdiction of the state and federal courts located in Los Angeles, California, United States.

- If you are in the EMEA-Asia Region, these Terms of Service will be governed by English law, except that if you live in a country of the European Union other than England (which, for the purpose of this paragraph, includes Scotland and Northern Ireland) there may be certain mandatory applicable laws of your country that apply for your benefit and protection in addition to or instead of certain provisions of English law. You agree that any dispute between you and us regarding these terms or any contract will only be dealt with by the English courts, except that if you live in a country of the European Union you can choose to bring legal proceedings either in your country or in England. If you live in the European Union and we bring legal proceedings against you, we must do so in your country. The European Online Dispute Resolution platform, currently available at <http://ec.europa.eu/consumers/odr>, provides information about alternative dispute resolution which may be of interest to you.

C. Indemnity. You agree to defend, indemnify, reimburse, and hold harmless the Square Enix Parties from and against any and all claims, demands, losses, liabilities, or expenses (including attorneys' fees) incurred in connection with your User-Generated Content, use of the Services, violation of these Terms of Service, or violation of any person or entity's intellectual property rights or other rights. We retain the exclusive right to assume the defense and control of any matter that is otherwise subject to indemnification by you under this paragraph, and you agree to cooperate with Square Enix in asserting any available defenses.

D. Export Controls. You will not export, re-export, or otherwise download or transfer the Services to any country, jurisdiction, or person if doing so would violate the export control laws of the United States or another country. You are responsible for complying with all applicable trade regulations, laws, and export controls. Without limiting the foregoing, you represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

E. Severability. If any provision of these Terms of Service is found to be invalid, unlawful, void, or unenforceable, then that provision will be deemed severable and its invalidity will not affect the validity or enforceability of the remainder of these Terms of Service.

F. Interpretation. To the extent permitted by applicable law, you waive any rights under applicable statutory or common law that may permit a contract to be construed against its drafter. Wherever the word "including" is used in these Terms of Service it is deemed to mean "including, without limitation."

G. Cooperation with Law Enforcement. Subject to applicable law, Square Enix reserves the right to involve and cooperate with law enforcement authorities in investigating any matters at any time without notice to you and with or without the receipt of a formal subpoena, search warrant, or other legal process. You acknowledge and agree that Square Enix may provide your electronic communications and data, including emails and chat logs, to such law enforcement authorities without any liability to you or any third party, unless prohibited by law.

H. Survival. In the event these Terms of Service are terminated then any terms that by their nature apply after such termination shall survive, including the rights and licenses you grant to Square Enix, indemnities, releases, disclaimers, limitations of liability, and provisions regarding jurisdiction, choice of law, no class action (if applicable in your country), and mandatory arbitration (if applicable in your country).

I. Assignment. Square Enix may assign its rights and obligations under these Terms of Service, in whole or in part, to any person or entity at any time without notice to you. You may not assign these Terms of Service without our prior written consent.

J. No Waiver. No failure or delay by you or Square Enix in exercising any rights, powers, or remedies will operate as a waiver, and no waiver of any term of these Terms of Service will be effective unless in writing and signed by the party against whom the waiver is sought to be enforced.

K. Entire Agreement. These Terms of Service, together with the Privacy Notice, Additional Terms, and any other terms of use relevant to your use of the Services, constitute the entire understanding and agreement between the parties with respect to your use of the Services and supersede any and all prior or contemporaneous oral or written communications.

L. Third-Party Rights. Except as expressly indicated herein, these Terms of Service are not intended to confer any rights or remedies on any person other than the parties to these Terms of Service, except that any Square Enix Party may enforce any right or remedy expressly conferred on such Square Enix Party under these Terms of Service.

M. Plugin Licenses / Content Protection. The Services may incorporate certain third-party plug-ins and/or content protection technology, which are governed by the open source licenses and other provisions ascribed to them. A list of third-party plug-ins and/or content protection technology used by the Services can be found at the following URL as at the date below: https://square-enix-games.com/en_US/documents/plugin-licenses-content-protection