



## Death Stranding End User License Agreement

### DEATH STRANDING END USER LICENSE AGREEMENT (EULA)

#### 1. IMPORTANT, PLEASE READ CAREFULLY:

YOU SHOULD READ THE FOLLOWING TERMS AND CONDITIONS BEFORE ACCESSING OR USING THE SOFTWARE PRODUCT. THIS END-USER LICENSE AGREEMENT ("EULA") IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR A SINGLE ENTITY), THE END USER, AND 505 GAMES SPA AND ITS AFFILIATES ("505" OR COLLECTIVELY WITH ITS LICENSORS, THE "LICENSOR")) FOR DEATH STRANDING, WHICH INCLUDES COMPUTER SOFTWARE AND MAY INCLUDE ASSOCIATED MEDIA, PRINTED MEDIA, AND "ON-LINE" OR ELECTRONIC DOCUMENTATION (COLLECTIVELY, "SOFTWARE PRODUCT"). BY ACCESSING, INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE PRODUCT, YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, YOU MAY NOT ACCESS, INSTALL, COPY, DOWNLOAD OR USE THE SOFTWARE PRODUCT. YOU AGREE THAT YOUR USE OF THE SOFTWARE ACKNOWLEDGES THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

TO ENTER INTO THIS EULA, YOU MUST BE AN ADULT OF THE LEGAL AGE OF MAJORITY IN YOUR COUNTRY OF RESIDENCE. YOU ARE LEGALLY AND FINANCIALLY RESPONSIBLE FOR ALL ACTIONS USING OR ACCESSING THE SOFTWARE PRODUCT, INCLUDING THE ACTIONS OF ANYONE YOU ALLOW TO ACCESS TO YOUR ACCOUNT. YOU AFFIRM THAT YOU HAVE REACHED THE LEGAL AGE OF MAJORITY, UNDERSTAND AND ACCEPT THIS AGREEMENT (INCLUDING ITS DISPUTE RESOLUTION TERMS). IF YOU ARE UNDER THE LEGAL AGE OF MAJORITY, YOUR PARENT OR LEGAL GUARDIAN MUST CONSENT TO THIS AGREEMENT.

BY ACCEPTING THIS AGREEMENT, YOU ARE ALSO AGREEING TO 505'S ADDITIONAL POLICIES AND RULES, INCORPORATED HEREIN BY THIS REFERENCE, INCLUDING BUT NOT LIMITED TO:

Our [PRIVACY POLICY](#) and any ancillary or related supplements (e.g., [GDPR rights](#) and/or [CCPA rights](#)) which collectively explain, without limitation, what information we collect from you and how we protect it; and  
Our [TERMS OF SERVICE](#) which explain the rules for use of our websites and games.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER. THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT REQUIRES THE RESOLUTION OF DISPUTES ON AN INDIVIDUAL BASIS, LIMITS YOUR ABILITY TO SEEK RELIEF IN A COURT OF LAW, AND WAIVES YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS, OR A JURY TRIAL FOR CERTAIN DISPUTES.

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## 2. OWNERSHIP

It is hereby understood and agreed that 505 Games SpA, a company organized under the laws of Italy, with offices at Via Tortona, 37 Milan, Italy and/or its licensors (collectively, "Licensor") is the owner of all right title and interest to the Software Product, regardless of the media or form of the original download, whether by the World Wide Web, disk or otherwise. You, as licensee (Licensee) through your downloading, installing, copying or use of this product do not acquire any ownership rights to the Software Product.

## 3. GENERAL

The Software Product is licensed, not sold, to you by 505 for use only under the terms of this EULA. The Software Product is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The rights granted herein are limited to 505's and its licensors' intellectual property rights in the Software Product and do not include any other patents or intellectual property rights. The terms of this EULA will govern any software upgrades provided by 505 that replace and/or supplement the original Software Product, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

## 4. SOFTWARE PRODUCT

The Software Product, as used in this EULA, means, collectively and/or as applicable:

1. The Software Product package (if any);
2. Any and all contents, components, attachments, software, media, and code with which this Agreement is provided and delivered via the Web Site;
3. Any and all images, photographs, art, art work, clip art, fonts or other artistic works (the "Art Work");
4. Related explanatory written materials and instructions, and any other possible documentation related thereto ("Documentation"); and
5. Upgrades, modified versions, updates, additions and copies of the Software Product (the "Upgrades"), if any, licensed to by 505 under this EULA.

## 5. GRANT OF LICENSE AND RESTRICTIONS

A. 505 grants you a non-exclusive, non-transferable, non-sublicensable limited right and license to install and use the Software Product on compatible devices you own or control for your personal entertainment use. The rights that 505 grants you under this license are subject to the terms of this Agreement, and you may only make use of the license if you comply with all applicable terms.

B. Unless provided otherwise in the Documentation or by prior express written consent of 505, you shall not display, modify, reproduce and distribute any Art Work, or portion(s) thereof, included with or relating to the Software Product, if any. Any such authorized display, modification, reproduction and distribution shall be in full accord with this EULA. Under no circumstances will your use, display, modification, reproduction and distribution of the Art Work give you any Intellectual Property or Proprietary Rights of the Art Work. All rights, title, and interest belong solely to Licensor.

C. You shall not, without 505's express written consent:

1. Copy or reproduce the Software Product;
  2. Electronically transfer the Software Product through the world wide web, peer to peer sharing service, a LAN (local area network) or other network system or "bulletin board" systems; or
  3. Modify, adapt, or create derivative works based on the Software Product or any accompanying materials.
- D. In using the Software Product, you agree to behave in a manner which is not detrimental to the enjoyment of the Software Product by other users as intended by Licensor, in Licensor's sole judgment, including but not limited to cheating, harassment, use of abusive or offensive language, game abandonment, game sabotage, spamming, social engineering, or scamming.

## 6. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

A. From time to time, at 505's sole discretion, 505 may provide you with support services related to the Software Product ("Support Services"). 505 reserves the right to alter, suspend, and terminate the Support Services at any time and for any reason. Use of Support Services is governed by this EULA and 505's Policies and Guidelines, available for download and viewing on the 505 Corporate Web Site.

B. Any supplemental software, code, content, or media provided to you in the course of Support Services shall be considered part of the Software Product and subject to the terms and conditions of this EULA.

C. Licensor retains all right, title, and interest in and to the Software Product, and any rights not granted to you herein are reserved by Licensor. You hereby expressly agree not to extract information, reverse engineer, disassemble, decompile, or translate the Software Product, or otherwise attempt to derive the source code of the Software, except to the extent allowed under any applicable law. In the event that such activities are permitted

by applicable law, any information you, or your authorized agent, discover shall be promptly disclosed to 505 and shall be deemed the confidential information of 505.

D. You shall not modify, sublicense, assign, or transfer the Software Product or any rights under this EULA, except as expressly provided in this EULA. Any attempt to other sublicense, assign, or transfer any of the rights, duties, or obligations will be void.

E. The Software Product and software assets licenses hereunder are non-transferable are exclusively licensed to you.

F. You acknowledge and agree that in the event that you change or modify your profile name associated with the Software Product while not logged in to the game server, your prior displayed profile name may continue to be displayed and viewable by others, including other end users, until such time as you again log in to the Software Product.

G. ALL RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED BY LICENSOR.

## 7. USER-GENERATED CONTENT

A. The Software Product may allow you to create user-generated content, including but not limited to postings, screenshots, user generated artwork, or other content that can be viewed by others ("User-Generated Content"). You agree that neither 505, nor any first party platform provider, on which you access and/or use the Software Product, is liable for User-Generated Content that is provided by others. 505 has no duty to pre-screen User-Generated Content, but 505 has the right to refuse to post, edit, or deliver submitted User-Generated Content. 505 reserves the right to remove User-Generated Content for any reason, but 505 is not responsible for any failure or delay in removing such material. 505 reserves the right to block any user's access to any content, website or webpage that 505 provides in our sole discretion.

B. You represent that you have the right to post any User-Generated Content which you post to and/or in relation to the Software Product, and that such content, or its use by us as contemplated by this Agreement, does not violate this Agreement, applicable law, or the intellectual property rights of others. In exchange for use of the Software Product, you hereby grant 505 and/or the platform manufacturer upon which you access and/or use the Software Platform, a non-exclusive, royalty-free, perpetual, irrevocable, fully transferable and sub- licensable worldwide right and license to use your User-Generated Content including but not limited to the rights to reproduce, distribute, adapt, modify, create derivative works from, perform, display, publish, broadcast, transmit, or otherwise communicate to the public in all media now known or hereafter devised, for any purpose, without any further notice or compensation to you. You hereby waive and relinquish any claim based upon "moral rights" (as that term is commonly understood) or any rights of attribution or integrity in connection with content submitted to us hereunder. This license grant, and the above waiver of any applicable moral rights, survives any termination of this License.

## 8. VIRTUAL CURRENCY/GOODS; NON-REFUNDABLE TRANSACTIONS

To the extent that the Software Product permits you to earn or purchase certain licenses to use Virtual Currency

and Virtual Goods via gameplay, please note the following applicable terms and conditions:

A. The Software Product may enable you to the use of virtual (fictional) currency as a means of exchange solely within the Software Product, otherwise known as “Virtual Currency,” as well as the ability to obtain access to and/or certain rights to use virtual (fictional) goods within the Software Product, otherwise known as “Virtual Goods.” “Virtual Currency” and “Virtual Goods” shall hereafter be collectively referred to as “Virtual Assets.” In certain instances, the Software Product may also permit the exchange (including bartering) of such Virtual Assets with other players and users of the Software Product, all subject to the limited license rights set forth by this Agreement. Specifically, 505 grants you the nonexclusive, non-transferable, non-sublicensable, limited and revocable right and license to use Virtual Assets you have acquired through any non-commercial/personal use of gameplay strictly within the Software Product. Subject only to any differing applicable laws, Virtual Assets obtained by you are licensed to you, and you hereby acknowledge that you acquire no right or title to said Virtual Assets being transferred or assigned under this Agreement. This Agreement should not be construed as a sale of any rights in Virtual Assets.

Virtual Assets do not have an equivalent value in real currency and do not act as a substitute for real currency. You are restricted from converting Virtual Assets into any unit of value outside of the Software Product, including any actual currency or actual goods. You acknowledge and agree that 505 retains the right to revise or take action that impacts the value (actual or perceived) of or purchase price for any Virtual Assets at any time except as prohibited by applicable law. Virtual Assets do not incur fees for non-use; provided, however, that the license granted hereunder to Virtual Assets will terminate in accordance with the terms and conditions of this Agreement and the Software Product documentation, when 505 ceases providing the Software Product, or this Agreement is otherwise terminated. 505, in its sole discretion, reserves the right to charge fees for the right to access or use Virtual Assets and/or may distribute Virtual Assets with or without charge. The availability of Virtual Currency is limited to customers in certain territories or areas. You may not purchase or use Virtual Currency if you are not in an approved location.

B. 505 may permit you to purchase or earn Virtual Currency upon obtaining certain accomplishments in the Software Product such as completion of certain in-game activity (e.g., attaining a new level, completing a task, or creating user content). Any Virtual Assets obtained in such manner will be credited to your user account (“User Account”). Additionally, you may purchase Virtual Assets solely within the Software Product, or via an authorized platform, approved third-party online stores, application store, or other store approved and authorized by 505 (collectively, “Software Store”). The purchase and use of in-game items or currency through a Software Store are subject to the Software Store’s governing documents, including but not limited to, the Terms of Service and User Agreement. This online service has been sublicensed to you by the Software Store. 505 may offer discounts or promotions on the purchase of Virtual Currency, but 505 retains the right to change or discontinue any such discounts and promotions at any time without notice to you. Upon completing an authorized purchase of Virtual Currency from a Software Store, the amount of purchased Virtual Currency will be credited to your User Account. 505 shall establish a maximum amount you may spend to purchase Virtual Currency per transaction and/or per day, which may vary depending on the associated Software Product. 505, in its sole and exclusive discretion, as well as impose additional conditions and limitations on the amount of Virtual Currency you may purchase or use, the use of any Virtual Currency, and the total amount of Virtual Currency that may be credited to your User Account. You are solely responsible for all Virtual Currency purchases made through your User Account regardless of whether or not authorized by you.

C. You can access and view your available Virtual Assets balance in your User Account when logged into your

User Account. 505 reserves the right, in its sole and exclusive discretion, to make all calculations regarding the available Virtual Assets in your User Account. 505 further reserves the right, in its sole and exclusive discretion, to determine the amount of and manner in which Virtual Currency is credited and debited from your User Account in connection with your purchase of Virtual Goods or for other purposes. While 505 strives to make all such calculations on a consistent and reasonable basis, you hereby acknowledge and agree that 505's determination of the available Virtual Assets in your User Account is final, unless you can provide documentation to 505 that such calculation was or is intentionally incorrect.

D. Virtual Assets may only be used within the Software Product, and 505, in its sole and exclusive discretion, may limit use of Virtual Assets to only one game. You acknowledge that the authorized user of any Virtual Assets may be changed at any time. The amount of Virtual Assets available in your User Account may be reduced in accordance with your use of Virtual Assets within the Software Product. The use of any Virtual Assets constitutes a demand against and withdrawal from your available Virtual Assets in your User Account. You must have sufficient available Virtual Assets in your User Account in order to complete a transaction within the Software Products. Virtual Assets in your User Account may be reduced without notice upon the occurrence of certain events related to your use of the Software. You are responsible for all uses of Virtual Assets made through your User Account, regardless of whether or not authorized by you. You must contact 505 promptly upon the discovery of any unauthorized use of your Virtual Assets through your User Account.

E. Under no circumstance may you sell, lease, license, or rent Virtual Assets to any user or third party of the Software Product. Virtual Assets may only be redeemed for in-game goods or services and are not redeemable for any sum of money or monetary value or other goods or games from 505 or any other person or entity at any time, except as expressly provided herein or otherwise required by applicable law. Virtual Assets have no cash value, and neither 505 nor any other person or entity has any obligation to exchange your Virtual Assets for anything of value, including, but not limited to, real currency. All purchases of Virtual Assets are final and under no circumstances will such purchases be refundable, transferable, or exchangeable. Any transferring, trading, selling, or exchanging of any Virtual Assets to anyone, other than in gameplay using the Software as expressly authorized by 505 ("Unauthorized Transactions"), including, but not limited to, among other users of the Software, is not sanctioned by 505 and is strictly forbidden. 505 reserves the right, in its sole discretion, to terminate, suspend, or modify your User Account and your Virtual Assets and terminate this Agreement if you engage in, assist in, or request any Unauthorized Transactions. All users who participate in such activities do so at their own risk and hereby agree to indemnify and hold harmless 505, its partners, licensors, affiliates, contractors, officers, directors, employees, and agents from all damages, losses and expenses arising directly or indirectly from such actions. You acknowledge that 505 may request that the applicable Software Store stop, suspend, terminate, discontinue, or reverse any Unauthorized Transaction, regardless of when such Unauthorized Transaction occurred (or has yet to occur) when it suspects or has evidence of fraud, violations of this Agreement, violations of any applicable law or regulation, or any intentional act designed to interfere or that otherwise has the effect of or may have the effect of intervening in any way with the operation of the Software. If 505 believes or has any reason to suspect that you have engaged in an Unauthorized Transaction, you further agree that 505 may, in its sole discretion, restrict your access to your available Virtual Assets in your User Account or terminate or suspend your User Account and your rights to any Virtual Assets and other items associated with your User Account.

F. Except to the extent required by law, all payments and fees (whether for Virtual Assets or otherwise) are non-refundable under all circumstances, regardless of whether or not this Agreement has been terminated.

## 9. TERM

A. This License is effective until terminated. Licensee may terminate it at any time by destroying the Software Product with all copies, full or partial, and removing all of its component parties.

B. Your rights under this EULA will terminate automatically without notice from 505 if you fail to comply with any term(s) or condition(s) of this EULA. In such event, no notice shall be required by 505 to effect such termination.

C. Upon termination of this EULA, you shall cease all use of the Software Product and destroy all copies, full or partial, together with all backup copies, modifications, printed or written materials, and merged portions in any form and remove all component parts of the Software Product.

## 10. INTELLECTUAL PROPERTY RIGHTS

A. Licensor shall retain all right, title, and interest in the Software Product and to any modifications or improvements made thereto, and any upgrades, updates or Documentation provided to End-User. End-User will not obtain any rights in the Software Product, its updates, upgrades, and Documentation, as a result of its responsibilities hereunder.

B. End-User acknowledges Licensor's exclusive rights in the Software Product and that the Software Product is unique and original to Licensor and that Licensor is owner thereof. Unless otherwise permitted by law, End-User shall not, at any time during or after the effective Term of the Agreement, dispute or contest, directly or indirectly, Licensor's exclusive right and title to the Software Product or the validity thereof.

C. End-User shall not attempt to develop any Software Product that contains the "look and feel" of any of the Software Product.

## 11. U.S. GOVERNMENT END USERS

The Software Product and related documentation are "Commercial Items," as that term is defined at 48 C.F.R. ' 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. ' 12.212 or 48 C.F.R. ' 227.7202-1 through 227.7202-4, as applicable. The Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

## 12. EXPORT LAW ASSURANCES

You may not use or otherwise export or re-export the Software Product except as authorized by United States law and the laws of the jurisdiction in which the Software Product was obtained. In particular, but without

limitation, the Software Product may not be exported or re-exported (a) into (or to a nation or resident of) any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By installing or using any component of the Software Product, you represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list.

### 13. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SOFTWARE PRODUCT IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE PRODUCT IS PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND 505, LICENSOR, THE DEVELOPER OF THE SOFTWARE PRODUCT AND THEIR AFFILIATES (COLLECTIVELY REFERRED TO AS THE "505 PARTIES" FOR THE PURPOSES OF SECTIONS 12 AND 14) HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SOFTWARE PRODUCT, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE 505 PARTIES DO NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SOFTWARE PRODUCT, THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE PRODUCT WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE PRODUCT WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY 505 PARTY OR A 505 AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE SOFTWARE PRODUCT PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

### 14. INDEMNIFICATION

You agree to indemnify, pay the defense costs of, and hold harmless Licensor, the developer of the Software Product and their respective employees, officers, directors, agents, contractors, and other representatives (the "Indemnified Parties") from all claims, demands, actions, losses, liabilities, and expenses (including attorneys' fees, costs, and expert witnesses' fees) that arise from or in connection with (a) any claim that, if true, would constitute a breach by you of this Agreement or negligence by you, (b) any act or omission by you in using the Software Product, or (c) any claim of infringement or violation of any third-party intellectual-property rights arising from Licensor's use of your User-Generated Content. You agree to reimburse the Indemnified Parties on demand for any defense costs incurred by them and any payments made or loss suffered by them, whether in a court judgment or settlement, based on any matter covered by this section. Because some states and jurisdictions do not allow you to indemnify the Indemnified Parties, the above limitation may not apply to you.

### 15. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE 505 PARTIES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF 505 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, THE 505 PARTIES' ENTIRE LIABILITY UNDER ANY PROVISION OF THIS EULA SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE PRODUCT; PROVIDED HOWEVER, IF YOU HAVE ENTERED INTO A SUPPORT SERVICES AGREEMENT, THE 505 PARTIES' ENTIRE LIABILITY REGARDING SUPPORT SERVICES SHALL BE GOVERNED BY THE TERMS OF THAT AGREEMENT. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

#### 16. CONTROLLING LAW, ADR AND SEVERABILITY

THIS SECTION CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER. THEY AFFECT EACH PARTY'S RIGHTS CONCERNING THE RESOLUTION OF ANY "DISPUTE" (DEFINED BELOW) BETWEEN THE PARTIES:

(a) Informal Negotiations. To expedite resolution and the cost of any dispute, controversy or claim between you and 505 related to any dispute or controversy arising from or relating to this Agreement or the enforcement of any provision of this Agreement (a "Dispute"), you and 505 agree to first attempt to negotiate any Dispute (except those Disputes expressly excluded below) informally for at least thirty (30) days before initiating any arbitration or court proceeding. Such informal negotiations will commence upon receipt of a written notice (in each case, a "Notice"). Your address for such Notices is your billing address, with an email copy to the email address you have provided to 505. 505's address for such notices is: 505 Games SpA, Attention: Legal, Via Tortona, 37, Milan Italy or by email to [help@505Games.com](mailto:help@505Games.com). Any Notice from you must include your name, pertinent account information, a brief description of the Dispute, and your contact information, so that we may evaluate the Dispute and attempt to informally resolve the Dispute. Any Notice from 505 must include pertinent account information, a brief description of the Dispute, and 505's contact information, so that you may evaluate the Dispute and attempt to informally resolve the Dispute. If the informal negotiations are successful, no further action is necessary

(b) Mandatory Binding Arbitration and Class Action/Jury Trial Waiver. IF YOU AND 505 ARE UNABLE TO RESOLVE A DISPUTE THROUGH INFORMAL NEGOTIATIONS, YOU AND 505 AGREE THAT EITHER YOU OR 505 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 WILL BE FINAL AND BINDING ON THE OTHER. YOU UNDERSTAND THAT IF EITHER PARTY ELECTS TO ARBITRATE, NEITHER PARTY WILL HAVE THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL. The arbitration will be commenced and conducted under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The language of the ADR and arbitration shall be English. A copy of said Rules may be found on the ICC

website <https://iccwbo.org/dispute-resolution-services/>. In the U.S., 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 or arbitrator compensation will be governed by the ICC Rules. If such costs are determined by the arbitrator to be excessive, 505 will pay all arbitration fees and expenses. Unless otherwise precluded by the Rules, 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 505 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) Exceptions to Alternative Dispute Resolution. You and 505 agree that the following Disputes are not subject to the above provisions concerning information negotiations and binding arbitration: (1) any suit to compel arbitration, stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator; (2) any suit to seek temporary injunctive relief that will remain in place only until an arbitrator can determine whether the relief should be continued, modified or removed, or (3) any claim related to actual or threatened infringement, misappropriation or violation of a Party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.

(d) Waiver of Right to be a Plaintiff or Class Member in a Purported Class Action or Representative Proceeding. You and 505 agree that any arbitration will be limited to the Dispute between 505 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.

(e) Location of Arbitration. Subject to anything to the contrary as set forth in sub-section (b) above, the Arbitration will take place in Paris, France. You and 505 agree that for any Dispute not subject to arbitration (other than claims proceeding in any small claims court), or where no election to arbitrate has been made, this EULA will be governed by and construed in accordance with the UNIDROIT "Principles of International Commercial Contracts" and any such dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules of Arbitration. The seat of the arbitration court shall be in Paris, and the language of the ADR and arbitration shall be English.

(f) Right to Opt Out of Arbitration and Class Action/Jury Trial Waiver. You may opt out of the foregoing arbitration and class action/jury trial waiver provision of this Agreement by NOTIFYING 505 IN WRITING WITHIN 30 DAYS OF THE DATE YOUR FIRST REGISTERED FOR THE APP OR 30 DAYS FROM THE DATE THESE TERMS OF SERVICE WERE LAST UPDATED. To opt out, you must send a written notification to 505 Games SpA, Attention: Legal, Via Tortona, 37, Milan Italy that includes (i) your user identification, (ii) your name, (iii) your address, (iv) your telephone number, (v) your email address and (vi) a clear statement indicating that you do not wish to resolve claims through arbitration and demonstrating compliance with the 30-day time limit to opt out of the above arbitration and class action/jury trial waiver sections.

Notwithstanding any provision herein to the contrary, you and 505 agree that if 505 makes an future amendments to the dispute resolution procedure and class action waiver provisions in this EULA, you may reject any such amendment by sending a written letter to 505 within thirty (30) days of the change. By rejecting any future amendment, you are agreeing that you will arbitrate any dispute, controversy or claim between us in accordance with the language of this Section 16.

If any provision of this Section 16 is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

## 17. ANALYTICS

505 Games does use third party tracking technology to collect information through 505 Games products, in part, to track results. These third parties may collect such information as your anonymous user ID, some hardware details, the country you are playing in along with in-game location and crafted items. This information is gathered to enable 505 Games to update and improve the gameplay experience.

## 18. OTHER PLATFORMS

YOU ACKNOWLEDGE AND AGREE THAT YOU MUST ALSO ACCEPT AND COMPLY WITH ALL RULES OF EXTERNAL PLATFORMS APPLICABLE TO SPECIFIC GAME, INCLUDING BUT NOT LIMITED TO, THE GAME AND SERVICE RULES OF SONY (SIEA AND/OR SIEE), MICROSOFT, APPLE/IOS, GOOGLE AND VALVE. ANY BREACH OF ANY RULES OF THE EXTERNAL PLATFORMS SHALL ALSO BE REGARDED AS A FUNDAMENTAL BREACH OF THE TERMS OF SERVICE BY YOU. YOU UNDERSTAND AND AGREE THAT IN CERTAIN INSTANCES, SUCH EXTERNAL PLATFORMS MAY BE EXCLUDED FROM CERTAIN LIABILITY FROM YOUR USE OF THE SOFTWARE PRODUCTS AND IN SOME INSTANCES SUCH EXTERNAL PLATFORMS MAY BE THEIR PARTY BENEFICIARIES OF THIS AGREEMENT.

If you have any questions regarding this EULA, or any supplemental terms, including but not limited to accessing the rules of any external platforms, please contact us.

## 19. AMENDMENTS TO THIS EULA

505 may issue an amended EULA at any time in its discretion by posting the amended EULA on its website or by providing you with digital access to the amended EULA through the Software Product or other means. If any amendment to this EULA is not acceptable to you, you may terminate this EULA in accordance with Section 8 before such amended EULA becomes effective, upon which you must stop using the Software Product. By using the Software Product after the amended EULA becomes effective or otherwise indicating your acceptance of the amended EULA, you are agreeing to be bound by the terms of the amended EULA.