



## **Amnesia: The Dark Descent End User License Agreement**

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By creating, posting, uploading, submitting for publishing and/or publishing any User Created Content in or in connection with the Game You represent and warrant that: (i) You have all the necessary rights to grant the licenses contained herein; (ii) there is no suit, action, claim, or other legal or administrative proceeding now pending or threatened which might directly or indirectly affect any of your User Created Content, or any part thereof, or which might in anyway impair the rights granted by You herein; (iii) You have not made the User Created Content to be deliberately offensive or objectionable and that it complies with this End User License Agreement, Frictional Games' from time to time applicable Guidelines for User Created Content as well as applicable laws; and (iv) You will indemnify and hold harmless Frictional Games for all damages, costs and expenses incurred for breaching these warranties.

#### F) Penalties and Actions.

Frictional Games may at any time, in its sole discretion, without prior notice delete, remove, or otherwise disable access to, any of Your User Created Content if Frictional Games believes the content is infringing someone else's Intellectual Property Rights or otherwise infringes this End User License Agreement, Guidelines for User Created Content, Your warranties and representations under this Agreement, or applicable laws. If You believe Frictional Games has removed such content by mistake, you may notify Frictional Games at [privacy@frictionalgames.com](mailto:privacy@frictionalgames.com) and Frictional Games may, but has no obligation to, provide You with an opportunity to appeal that decision. If you infringe in any third party Intellectual Property Rights, Frictional Games may or will disable or terminate Your account and take such action as we deem appropriate.

#### G) Storage of Deleted User Created Content.

Following the deletion of User Created Content, either by You or by Frictional Games, Frictional Games may store the deleted User Created Content for a minimum time of one month on Frictional Games' servers before complete deletion. In the case that the User Created Content was deleted by You and You change Your mind, and in case Frictional Games did store it, You may request Frictional Games to restore Your deleted User Created Content. Any personal data stored or handled in connection with the storage of deleted User Created Content will be according to our Privacy Policy. You hereby acknowledge, accept and agree to such storage of User Created Content.

## 20. Take Down Notice

Frictional Games respects the intellectual property of others and expects our users to do so as well. If you believe content in or accessible through the Game is in violation of your copyright or trademark rights, please submit a "Take Down Notice" including the information set out below:

- A statement identifying in sufficient detail the work or intellectual property you claim has been infringed, or - if multiple works are covered by this Take Down Notice - you may also provide a representative list of the works you claim have been infringed;
- A statement identifying in sufficient detail the work, content, or intellectual property you claim to be infringing and, if possible, its location within the Game, so that the material can be located;
- A statement that you have a good faith belief that use of the content or material identified in the Take Down Notice is not authorized by the owner of the intellectual property, an agent of the owner, or applicable law;
- A statement that the information in the Take Down Notice is accurate, and under penalty of perjury, that you are the owner or are authorized to act on behalf of the owner of the work or intellectual property that is allegedly being infringed; and
- Sufficient contact details for the person making the complaint, including an address, telephone number, and e-mail address as well as the physical or electronic signature of the person making the complaint. All such personal data to be handled according to our Privacy Policy.

Any such Take Down Notice must be submitted to Frictional Games at [privacy@frictionalgames.com](mailto:privacy@frictionalgames.com) and/or by mail to the following address:

Frictional Games AB  
Box 15082  
250 15 Helsingborg  
Sweden

Frictional Games will respond expeditiously to any claims of copyright infringement or other infringement committed using the Game that are reported through a completed Take Down Notice. After reviewing your Take Down Notice, Frictional Games will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged material from the Game or disabling access to it. Frictional Games may notify the alleged infringer of your claim and you expressly authorize Frictional Games to do so.

## 21. Prohibited use

You agree to abide by all applicable laws and regulations when playing the Game. Your continued access to the Game and right to play the Game is subject to proper conduct. Without limiting Frictional Games' rights to control the Game's environment, and the conduct of the End Users within that environment, Frictional Games prohibits

the following practices that Frictional Games has determined detract from the overall user experience and you are strictly prohibited from:

- 1) Taking any action that imposes an unreasonable or disproportionately large load on the System of the Game;
- 2) Use of your own or third-party software to modify any content appearing within the Game, its environment or change how the Game is played or services used;
- 3) Use of your own or third-party software, the Game or any information accessible through the System, to bypass or modify any System login architecture or create or provide any other means through which any System may be accessed and/or the Game may be used by others in ways other than those intended by Frictional Games;
- 4) Disrespecting the rights of others and their rights to play and enjoy the Game. You may not defraud, harass, threaten, or cause distress and/or unwanted attention to other players;
- 5) When naming any character, team, guild or clan, modification or other content you may not use language that is or can be construed to be sexually explicit, unlawful, harmful, threatening, harassing, abusive, defamatory, obscene, vulgar, hateful, or racially, ethnically or otherwise objectionable or offensive;
- 6) You may not post or communicate any player's real world information (name, address, account name, etc.) in the Game, on the Websites or in any other forum or media, or make public anyone's identification documents or sensitive financial information or posting such information in the Game or other permitted websites;
- 7) You may not harvest or collect email addresses or other contact information of other users from the Game by electronic or other means, for example for the purposes of sending unsolicited emails or other unsolicited communications;
- 8) You may not solicit personal information from anyone under 18 or solicit passwords or personally identifying information for commercial or unlawful purposes;
- 9) You may not use language or images that are or can be construed to be sexually explicit, unlawful, harmful, threatening, harassing, abusive, defamatory, obscene, vulgar, hateful, or racially, ethnically or otherwise offensive or objectionable;
- 10) You may not post material that includes graphic depictions of gratuitous or excessive violence, includes profane or obscene language or gestures, advocates intoxication or substance abuse, promotes gender, political or religious stereotypes, make negative or disrespectful comments etc. about religions or reflects adversely on the name, reputation or goodwill of Frictional Games;
- 11) You may not post, upload or link to any imagery or content that is or can be construed to be sexually explicit, unlawful, harmful, threatening, harassing, abusive, defamatory, obscene, vulgar, hateful, or racially, ethnically or otherwise objectionable;

- 12) You may not create, distribute, publish or otherwise make public, in any form, communications, or content created within the Game, that is or can be construed to be sexually explicit, unlawful, harmful, threatening, harassing, abusive, defamatory, obscene, vulgar, hateful, or racially, ethnically or otherwise objectionable;
- 13) You may not impersonate any Frictional Games, its employees, consultants, partners etc;
- 14) You may not impersonate another person, misrepresenting your affiliation with an entity or person, hiding or attempting to hide your identity or otherwise conducting fraud;
- 15) You may not violate or encourage others to violate any local, state, national, or international laws or regulations;
- 16) You may not market, promote, advertise, or solicit products or services in the Game;
- 17) You may not modify any part of the Game, or Clients, Servers etc, other than expressly permitted in this Agreement;
- 18) You may not advertise the intent to or commit the act of buying, selling, trading, sharing, or transferring access to the Game;
- 19) You may not advertise the intent to or commit the act of buying or selling items for cash or trading items in the Game;
- 20) You may not use the Game for any illegal purpose, arrange for the exchange or transfer of any pirated or illegal software in the Game;
- 21) You will not disobey or ignore the instructions of authorized personnel in or related to the Game;
- 22) You may not organize nor be a member of any pledges or groups within, or relating to, the Game that are based on or espouse any racist, sexist, anti-religious, anti-ethnic, anti-gay, or other hate mongering philosophies;
- 23) You may not provide false information or intentionally hide any information when registering for your account in the Game;
- 24) You will not attempt to interfere with, hack into, or decipher any transmissions to or from the servers or platforms running the Game;
- 25) You will not exploit any bug in the Game and you will not communicate the existence of any such exploitable bug (bugs that grant the user unnatural or unintended benefits) either directly or through public posting, to any other user of the Game. Bugs should be promptly reported to [support@frictionalgames.com](mailto:support@frictionalgames.com).

- 26) You will not attempt to play the Game on any server or platform that is not controlled or authorized by Frictional Games AB, its designees or platform/service providers;
- 27) You will not create, use, or provide any server emulator or other site where the Game may be played, and you will not post or distribute any utilities, emulators or other software tools related to the Game without the express written permission of Frictional Games;
- 28) You will not register for a User account on behalf of an individual other than yourself, or register for a User account on behalf of any group or entity;
- 29) Using Frictional Games' copyrights or trademarks or any confusingly similar marks;
- 30) Uploading invalid data, viruses, worms, or other software agents to the Game;
- 31) Collecting information from other End Users without obtaining their consent; or
- 32) You may not use any own or any third-party software, macros or other stored rapid keystrokes or other patterns of play that facilitate gameplay, including progress and/or acquisition of items, rank or status when compared with ordinary Game play. You may not rewrite or modify the user interface or otherwise manipulate data in any way to acquire items, character attributes or beneficial actions not actually acquired or achieved in the Game.
- 33) Otherwise use the Game in any manner that breaches the terms and conditions of this End User License Agreement or the Privacy Policy.

If you post recordings of your playing of the Game on sites like Twitch.com, YouTube.com etc. you shall refer to the name of the Game and give Frictional Games credit as the developer of the Game. Such recordings and postings shall be done in good taste. If you do upload recordings of yourself playing the Game you must insert disclaimers stating that you are posting the material without any affiliation with Frictional Games or the Game. For example: "This content is not approved, sponsored, paid for, affiliated with or endorsed by Frictional Games, affiliates, platform/service providers etc. Frictional Games, affiliates, platform/service providers etc. have no responsibility for my posting, claims, opinions etc.".

## 22. Account Termination and Content Removal

You may terminate the account and/or license granted to You by this Agreement, and thereby Your access to the Game and any Game Content and/or related content, at any time by contacting us at [privacy@frictionalgames.com](mailto:privacy@frictionalgames.com). Doing so will terminate you from accessing the Game and/or other Game Content until you purchase a new license.

Frictional Games and the platform/service providers may disable access to or remove any of Your User Created Content, close down your account and/or stop your access to the Game for any reason, at any time, without notice, including, but not limited to if we believe that You violate this End User License Agreement, the Privacy Policy, Guidelines for User Created Content, or our other policies and guidelines. You may notify Frictional

Games at [privacy@frictionalgames.com](mailto:privacy@frictionalgames.com) and we may, but have no obligation to, provide You with an opportunity to appeal the decision.

If Your account or access to the Game is terminated, You will no longer have access to Your Account or the Game, including any of the associated data (though this does not limit or affect any rights you have under data or consumer protection laws). Where Frictional Games terminate Your account for a reason such as a breach of this Agreement, you will not be entitled to any refunds and Frictional Games will have no liability to you and we reserve the right to terminate any other accounts you may have created.

You understand and agree that using the Game comes with the risk that your account may be terminated or suspended in accordance with this Agreement and that, whenever you use the Game, you will bear this risk in mind and always conduct Yourself appropriately.

### 23. Communication and Feedback

Frictional Games may from time to time contact you by any appropriate information channel to keep you up to date with news about for example the Game, new products and services, updates, campaigns, promotions, faults, issues relating to technical aspects and/or the usability of the Game, payment methods etc. Frictional Games may occasionally ask you to provide information on your experiences of playing the Game etc. which will be used to improve the quality and provision of the Game etc. You are not required to provide any ideas, feedback or suggestions (collectively, "Feedback") to Frictional Games. Any and all information which is submitted by you is submitted voluntarily. To the extent you do provide any Feedback to Frictional Games, you agree to assign and hereby do assign and/or exclusively licenses all right, title and interest in and to such Feedback to Frictional Games and acknowledge that Frictional Games may freely use, reproduce, modify, distribute, make, have made, sell, offer for sale, import and otherwise exploit in any manner such Feedback without payment of any royalties or other consideration to you. You can stop the delivery of promotional messages from Frictional Games by following the specific instructions in promotional messages or by our customer support at [privacy@frictionalgames.com](mailto:privacy@frictionalgames.com). These communication choices do not apply to mandatory service communications that are considered part of the Game. which you may receive periodically.

### 24. Electronic communications

When you play the Game or send e-mails to us, you are communicating with us electronically. You consent to receiving communications from us electronically and communicate with us electronically. We will communicate with you by e-mail or by posting notices in the Game or by any other means Frictional Games finds suitable. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically (whether by email, posting notice in the Game or otherwise) satisfy any legal requirement that such communications be in writing.

### 25. Disputes

Disputes between you and Frictional Games

OUR GOAL IS TO RESOLVE DISPUTES FAIRLY AND QUICKLY. FOR ALL DISPUTES AGAINST FRICTIONAL GAMES, YOU AGREE TO FIRST CONTACT FRICTIONAL GAMES AND TRY TO RESOLVE

THE DISPUTE INFORMALLY BY SENDING A WRITTEN NOTICE OF THE CLAIM ("NOTICE") TO FRICTIONAL GAMES. THE NOTICE TO FRICTIONAL GAMES MUST BE SENT VIA REGISTERED LETTER TO THE ADDRESS LISTED IN SECTION 33 BELOW OR BY EMAIL WITH CONFIRMATION OF RECEIPT. THE NOTICE MUST (A) INCLUDE YOUR NAME, YOUR RESIDENTIAL ADDRESS AND E-MAIL ADDRESS AND / OR MOBILE PHONE NUMBER ASSOCIATED WITH YOUR ACCOUNT; (B) DESCRIBE THE TYPE AND REASON FOR THE CLAIM; AND (C) SPECIFY THE SPECIFIC COMPENSATION SOUGHT. IF YOU AND FRICTIONAL GAMES CANNOT AGREE ON A SOLUTION TO THE DISPUTE WITHIN 60 DAYS OF RECEIVING SUCH A NOTICE, EITHER PARTY MAY INITIATE LEGAL PROCEEDINGS IN ACCORDANCE WITH SECTIONS 26-29.

#### User disputes

You are solely responsible for your interactions with other users of the Game. We reserve the right, but have no obligation, to monitor disputes between you and other users.

#### 26. Arbitration

If you are located within the United States of America, the following applies to you: Any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought by either party is less than \$10,000 shall be resolved via binding non-appearance-based arbitration initiated through the American Arbitration Association ("AAA"). The AAA Rules are available online at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. In any such arbitration, the parties and AAA must comply with the following rules: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; (c) the arbitrator may award injunctive or declaratory relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim; and (d) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Agreement shall prevent either party from seeking remedies in small claims court of competent jurisdiction.

The right to refrain from arbitration. You may choose to waive this arbitration term. Then neither you nor Frictional Games can demand that the other party take part in arbitration proceedings. In order to refrain, you must inform Frictional Games in writing about this within 30 days of learning of or obtaining notice of this Arbitration section. You must provide the name and address, the e-mail address associated with your Game account (if you have one) and a clear wording that you want to waive the arbitration terms. All requests to refrain from arbitration must be sent to: Frictional Games AB, Stora Nygatan 36, 211 37, Malmö, Sweden and marked "Waiver of Arbitration". If you do not waive this arbitration section it will continue to apply to you.

#### 27. Class action waiver

YOU AGREE THAT ANY CLAIMS SUBJECT TO ARBITRATION UNDER SECTION 26 MUST BE MADE IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

#### 28. Claims



YOU AND FRICTIONAL GAMES AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS END USER LICENSE AGREEMENT MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

## 29. Governing law

(a) If you are located outside of the United States of America this Agreement shall be governed by and construed in accordance with the laws of Sweden, without giving effect to any principles of conflicts of law, and the parties hereby consent to the sole and exclusive jurisdiction of the courts of Sweden, with the district court of Malmö (Malmö Tingsrätt) as first venue, to resolve any disputes arising out of or relating to this Agreement.

(b) If you are located within the United States of America, and unless otherwise required by a mandatory law of any jurisdiction, this Agreement shall be governed by and construed in accordance with the laws of the state of New York, without giving effect to any principles of conflicts of law. You agree that any action arising out of or relating to this End User License Agreement that is not subject to mandatory arbitration as set forth above in section 26 shall be filed only in the state or federal courts in and for New York County, New York and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

(c) Notwithstanding anything to the contrary, Frictional Games may apply to any court of competent jurisdiction for injunctive or other equitable relief.

## 30. Severability

If for any reason any provision of the End User License Agreement shall be held invalid or unenforceable in whole or in part in any applicable jurisdiction, such provision shall, as to such jurisdiction, be ineffective only to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

## 31. Modification

Frictional Games reserves the right, at its discretion, to update or revise this End User License Agreement at any time. Frictional Games will post such changes in the End User License Agreement, the Game and or forums etc. related to the Game and any additional or revised terms will become part of the End User License Agreement. Please check the End User License Agreement periodically for changes. Your continued playing of the Game constitutes your binding acceptance of the End User License Agreement, including any changes or modifications made by Frictional Games as permitted above.

## 32. Entire agreement, Assignment

This End User License Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the parties with respect to such subject matter. Frictional Games may assign its rights under the End User License Agreement without notice to you. You may not assign Your rights under the End User License Agreement.

## 33. Disclosure

The Game and related products and services hereunder are offered by Frictional Games AB, a Swedish corporation, with registered and business offices at Stora Nygatan 36, 211 37, Malmö, Sweden. If you have

questions or concerns about this End User License Agreement, contact us at:

email: [privacy@frictionalgames.com](mailto:privacy@frictionalgames.com).

Telephone: +46(0) 708 88 25 33

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