EPIC GAMES TERMS OF SERVICE

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Hi! These are the rules and responsibilities associated with using our games and services.

But first, a note for young players. **IF YOU ARE NOT AN ADULT (18+ IN MOST JURISDICTIONS), ASK YOUR PARENT OR GUARDIAN TO READ THIS WITH YOU**.

By accepting these Terms, you (& your parent/guardian) agree to abide by these rules, including limits on Epic's liability to you, rules for in-game content, arbitration of disputes, and Epic's right to amend these Terms and terminate Epic Games Accounts. See below for more terms and details.

The Epic Games Terms of Service, including all referenced and linked documents (which we'll refer to collectively as these "**Terms**"), are a legal agreement between you and Epic Games. These Terms explain the rules and responsibilities you agree to when using Epic's websites, products, and services. By using them, you agree to be bound by these Terms. **It is important that you read these Terms carefully.**

For any parents or guardians reading this: If you accept these Terms on behalf of a minor in your care for their Epic Games Account, you are agreeing to the Terms on your own behalf and on behalf of the minor. You agree that you will be responsible for all use of the Licensed Products (defined below) by you or the minor. You will be responsible for any purchases or other transactions made from the Epic Games Account, including those made by the minor, to the extent permitted by law. To learn more about the ways we work to create a safe and fun place for players of all ages, check out the Epic Games Safety and Security Center.

As explained below, you should not share your Epic Games Account with anyone. If you do so anyway, in violation of these Terms, these Terms apply to and bind anyone to whom you give access to your Epic Games Account. When we say, "**you**," "**your**," or "**yourself**," we mean you as an individual and any user of your Epic Games Account. You are considered an "**End User**" within the meaning of these Terms. For minors, "you," "your," or "yourself" refers collectively to the parent or guardian and the minor.

When we say, "**Epic Games**," "**Epic**," "**we**" or "**us**," we mean the Epic Games entity that is responsible for providing the Licensed Product you're using. To learn more about the Epic entities responsible for providing Licensed Products in your region, see Section 19. When we say "include," "includes," and "including" that should be read to include "without limitation" at the end (e.g., "include [without limitation]").

When we say, “**Adult**,” it means you have reached the legal age of majority where you reside (i.e., 18 in most U.S. states, but this may vary based upon local law).

The controlling language of these Terms is English; any translations are provided for reference purposes only.

FOR NON-U.S. RESIDENTS: If you don’t live in the United States, certain provisions, including liability disclaimers, mandatory arbitration, and waiver of participation in “**class actions,**” **may not be enforceable in your country due to local law.**

1. Products Covered by These Terms

These Terms apply to any “**Licensed Product**” that links to this document, including:

• Our games (including Fall Guys, Fortnite, and Rocket League) that link to these Terms and associated content/experiences;
• Unreal Editor for Fortnite (“**UEFN**”);
• PostParty;
• Any “**In-Game Content,**” such as characters, emotes, outfits, experiences (e.g., islands), and other digital goods and media, that can be licensed to you for your use in the Licensed Products.
• Services we provide, including launchers, portals (e.g., Epic Developer Portal), plugins, Epic Games Accounts, social features, payment, player support services, rewards programs, and websites; and
• Any other products or services that link to these Terms.

If you don’t or can’t agree to these Terms, you may not use any of these Licensed Products.

These Terms do not apply to Unreal Engine, the Epic Games Store, or Epic’s marketplaces (e.g., Fab). When using Unreal Engine, the Epic Games Store, or Epic’s marketplaces, please see the applicable terms.

If a Licensed Product is subject to additional terms and conditions (e.g., the UEFN Supplemental Terms), you will be presented with those product-specific terms and must agree to them prior to using that Licensed Product. Also, some Epic programs (e.g., Epic’s Fortnite Developer) may have additional terms and conditions that must be accepted before you are able to participate. If there’s ever a conflict between these Terms and the terms for specific products or programs, the product- or program-specific terms will apply.

2. Using an Epic Games Account

To use some Licensed Products, you may need to register for an “**Epic Games Account**.” When you set up an Epic Games Account, you must provide accurate information about yourself and update that information if it changes. You must meet any age requirements associated with a Licensed Product before using it. If you create an Epic Games Account using an email address with a domain owned by your employer or organization (i.e., a work email), you agree that you are binding your employer or organization to these Terms with respect to your use of Licensed Products.

You must maintain the security of your Epic Games Account and notify Epic (via Epic Games Support) if you discover or suspect someone accessed it without your permission.

You may not share your Epic Games Account credentials with others. You can only use your own Epic Games Account that is registered to you. You can't sell it, give it away, trade it, or use someone else's Epic Games Account, even if they let you. If you are a parent or guardian with your own Epic Games Account, a minor in your care needs a separate Epic Games Account for their own use. Sharing an Epic Games Account may result in suspension or termination of the Epic Games Account and your loss of access to Licensed Products.

You are responsible for all activity or violations on your Epic Games Account.

When creating an Epic Games Account, you will be asked to create a "display name" for your Epic Games Account that will be publicly available. If you choose a display name for yourself that is offensive or misleading, violates our Community Rules, or that infringes on someone else's rights, we have the right to change your display name.

You may delete your Epic Games Account at any time. For information on how to delete your Epic Games Account, visit Epic Games Support.

For U.K. Residents: Any Epic Games Account deletion or termination shall be conducted in accordance with the applicable consumer protection laws and other laws of your jurisdiction of residence.

3. License Terms and Use of Licensed Products

The Licensed Products (and In-Game Content) you use are licensed to you, not sold. This means you do not own any Licensed Products or In-Game Content made available to you, but you are granted permission to use them in the form of a license. Epic, its affiliates, and licensors (such as independent developers) own all title, ownership rights, and intellectual property rights, including but not limited to all copyrights, trademark rights, and patent rights, in all elements of Licensed Products made available to you.

By agreeing to these Terms, Epic grants you a license to Licensed Products that is:

• **Limited** (you can only use Licensed Products as expressly stated in these Terms);
• **Personal and non-transferable** (our license is just for you, not for anyone else, so you can't share, transfer, or sell your license to our Licensed Products);
• **Revocable** (we can take it away);
• **Non-Exclusive** (we can let other people besides you use the Licensed Products); and
• **Non-sublicensable** (you can't give your rights under these Terms to someone else, or let others exercise your rights under these Terms).

The Epic entity that grants you a license to a Licensed Product under these Terms is identified in Section 18. The specific entity depends on various factors, including your location.

Under this license you **may not**:

• **Use Licensed Products commercially** (e.g., to advertise or make money through rental or leasing) or for a promotional purpose, **unless** these Terms or other agreements with Epic allow it.
• **Copy, display, perform, or use** Licensed Products in a way not specifically listed as a permissible use in these Terms, or beyond the scope of their intended use.
• **Reverse engineer, modify, decompile, disassemble, or make derivative works** of Licensed Products.
• **Use Licensed Products in a way that causes Epic to incur fees for such use or to infringe on or violate anyone else's rights,** including intellectual property, publicity, or privacy rights.
• **Remove, delete, hide, or alter** any rights notices displayed on or in connection with Licensed Products like copyright or trademark notices.
• **Post gameplay videos and/or images from Licensed Products making deceptive claims or deceptive offers that could increase engagement with Developer-Made Content** (e.g. creating gameplay videos that falsely imply that some Developer-Made Content awards unusually high XP).
• **Use code or content extracted from the Licensed Products as training input for any Generative AI Program or as prompt-based input where the Generative AI Program trains on input data. "Generative AI Program"** means artificial intelligence, machine learning, deep learning, neural networks, or similar technologies designed to automate the generation of or aid in the creation of new content, including but not limited to audio, visual, or text-based content. Programs do not meet this definition of Generative AI Programs where they, by non-limiting example, (a) solely operate on the original content (such as image upscaling); (b) generate tags to classify visual input content; or (c) generate instructions to arrange existing content, without creating new content.
• **Violate the** Ecosystem Rules.
• **Use Licensed Products to violate any applicable laws or regulations.**

All rights in and to Licensed Products and In-Game Content that are not specifically granted in these Terms are reserved by Epic and its licensors, and you may only use the Licensed Products as stated in these Terms. No license or other rights are created through these Terms by implication, estoppel, or otherwise.

4. Gameplay Integrity

Licensed Products are meant to be an enjoyable experience for everyone, and we expect everyone to play fair and follow the rules of the game. Accordingly, you agree not to:

• Use or encourage the use of Cheats, including cheat software, tools, and hardware;
• Engage in or encourage others to engage in Fraud;
• Develop, market, distribute, or support any Cheats;
• Have cheat software, tools, or hardware present on or connected to your device;
• Attempt to tamper with, modify, disable, disrupt, or circumvent Gameplay Integrity Tools or Licensed Products, or encourage others to do so;
• Use bot software or services to automate your use of Licensed Products;
• Abuse Player Support resources.

Find an exploit? Report it.

Don’t use or distribute counterfeit software or content associated with Licensed Products, including In-Game Content.

To keep games fair and fun, Epic uses “**Gameplay Integrity Tools**.” These tools help find and stop programs or actions that cause problems, such as: (i) hacking, stealing Epic Games Accounts, or other illegal or unauthorized activity (“**Fraud**”); or (ii) cheats that give unfair advantages, like bots, hacks, add-ons, malware, scripts, or mods not approved by Epic (“**Cheats**”). Some of these tools are built into Licensed Products, and sometimes you may need to install them when downloading or updating a product. These tools may collect and send information about your Epic Games Account, gameplay, and any unauthorized programs running on your device.

If we find evidence that you have engaged in Fraud or Cheats, we may take action against you or your Epic Games Account (including suspending or terminating it) without prior notice. You may appeal an action Epic takes against you. For more information about appeals, please see Section 8.b below. It will not be a defense, however, to say that you had not yet used the devices or tools or only used or intended to use those devices or tools on someone else’s product. Merely having Cheats present on the device you use to access Licensed Products may result in your Epic Games Account being suspended or terminated.

You understand and acknowledge that Epic need not and will not reveal to you how its Gameplay Integrity Tools work or what specific devices or tools Epic detected, because revealing this information could assist promoters of such devices or tools in evading detection. You agree that, in the event of a dispute over an action Epic has taken against you, Epic may provide evidence of your violation to an arbitrator or court privately (referred to in the legal world as “in camera”), without sharing that evidence with you or your legal representative.

5. Changes to These Terms or Our Offerings

We may update these Terms in the future. If we make material changes:

• We’ll send you the new Terms (by email, in-game, or some other writing);
• We’ll tell you when the new Terms will take effect; and
• We’ll notify you reasonably in advance of the new Terms taking effect, either by in-app/in-platform notification or via email.

Your continued use of Licensed Products after we update these Terms (and, for material changes, following the period of advance notice) means that you accept and agree to the changes, to the fullest extent permitted by applicable law.

If you have provided us with an email address, we may use it to communicate with you about these Terms and other important legal information. You agree that emails and in-game notifications we send you satisfy any legal requirement that communications be in writing.

We may suspend, discontinue, replace, or limit access to Licensed Products. This may be necessary for various reasons, including to keep the respective Licensed Product exciting and engaging for existing or new players, to address technical limitations, or for legal reasons. Additionally, the Licensed Products or parts of Licensed Products may be or become unavailable in certain regions or on certain devices. If an update or change to our offerings results in your loss of access to Licensed Products (or material features thereof) for which you have paid money, you may be entitled to a refund of all or part of the sums you've paid – you can contact Epic Games Support to discuss. But, to the fullest extent allowed by applicable law, you will not be entitled to a refund if we suspend or terminate your account due to your breach of these Terms (like Fraud or Cheats). Accepting these Terms does not provide you any legal right to access or use the Licensed Products.

Epic does not have any maintenance or support obligations with respect to software licenses you purchase, but Epic may update the Licensed Products from time to time, and you'll need those updates to keep playing. We might do this automatically. You acknowledge that using Licensed Products does not give you any ownership or any monetary or other interest in any aspect or feature of the Licensed Products, including any in-game rewards, achievements, or character levels. Unless otherwise required by applicable law, you also acknowledge that any character data, game progress, game customization or other data related to your use of the Licensed Products may cease to be available to you at any time without notice from Epic, including after a patch, update, or upgrade is applied by Epic.

6. Billing and Payment

PLEASE NOTE: To complete real-money transactions with Epic and its affiliates, you must be an Adult who is authorized to use the payment method provided or have an Adult complete the payment process.

Remember that Licensed Products and In-Game Content are licensed to you, not sold.

a. Making Purchases

When someone enters a method of payment to make purchases in Licensed Products, we require confirmation that the person entering the payment method is an adult, is an authorized user of the method of payment, and agrees to the relevant terms, including the Epic Games Store End User License Agreement. The person entering a payment method also confirms that Epic and its affiliates are authorized to charge the purchase amount to the payment method, including any applicable taxes and fees.

The merchant of record identified as charging your payment method for your purchase may be a different Epic entity or other third party depending on your location and the purchase.

If we receive updated information on your payment method from your bank or payment network, you authorize us to use it for any purchases you make. Changes made to your billing account will not affect charges submitted before we could reasonably act upon your changes.

When you make a purchase, we may charge you at the time the purchase is initiated or shortly after. If you purchase a recurring subscription, we will charge you on a recurring basis as explained at the time of

subscription, and if it's a subscription on a recurring basis.

b. Fees

If you transact directly with Epic, you will be responsible for paying all fees and applicable taxes. The prices within Licensed Products are subject to change but any such pricing changes will not affect any previous purchases. If we do not receive full, timely payment from you, or if we must issue a refund due to unauthorized use of a payment method from your Epic Games Account, then we may suspend or remove your access to any unpaid or refunded Licensed Products and limit your ability to make future purchases.

If you buy something from a third-party store (like the PlayStation® Store), that purchase is between you and them — not Epic — and you'll need to follow their rules for purchases. As a reminder, these Terms apply to Licensed Products and any In-Game Content, regardless of which platform you use them on.

For U.K. Residents: Any price change shall be made in accordance with the applicable consumer protection laws and other laws of your jurisdiction of residence.

7. Refund Policy

If you purchase licenses to In-Game Content or Licensed Products from Epic, our Refund Policy applies. Unless a purchase from Epic is labeled as refundable, or unless an applicable law entitles you to a refund (for example, if something that we have supplied to you is faulty or misdescribed), you should assume that all purchases from Epic are non-refundable.

If you purchase In-Game Content or Licensed Products from a third party or through a third-party platform (such as the PlayStation® Store), your transaction is with that third party, and their refund policies apply. Please contact the third party from which you made your purchase for refund information.

8. Ecosystem Rules

We want our community to be a safe and fun place for you to play games, communicate with others, and share your creations. We expect everyone to follow the law and our rules and guidelines. Our Rules apply to anyone who uses Licensed Products, and they are intended to be a guide to the behavior we expect for anyone using Licensed Products. These "**Ecosystem Rules**" also include our Community Rules, which are applicable to all End Users, our Content Guidelines for those making and sharing creations within Licensed Products, and rules for particular Licensed Products (e.g., Fall Guys, Fortnite, Rocket League).

a. Reporting

If you encounter someone who is violating our Ecosystem Rules or the law, you can report them via in-game reporting or our Report Content form. In addition, some Licensed Products may allow you to also block or mute players with whom you no longer wish to interact. You can find additional information in our Safety and Security Center.

If you use our text and voice chat features and reporting is enabled in a chat channel, the captured portion of your chat (including voice chat audio data) will be stored on your device and the devices of participants in the chat channel. If a potential violation of our Community Rules is reported, these snippets may be transmitted to Epic and reviewed. In addition to human review, Epic may analyze your communications (including text and voice chat) with machine learning technologies to help identify behavior that violates the rules. To learn more you can visit FAQs - Voice and Text Reporting in Fortnite.

b. Consequences

When we become aware of a violation of our Ecosystem Rules or the law, we will determine appropriate actions to take against you or your Epic Games Accounts. We'll look at the severity of the violation, whether you're a repeat offender, and other relevant factors. Actions we take can be temporary or permanent, and we will inform you of the duration and type of consequence that you have received. Consequences can include a warning message (for less severe offenses), a ban (temporary or permanent) with respect to certain Epic features, products or services, a suspension of your Epic Games Account (which may last a year or longer), or permanent termination of these Terms as to you (for repeat or serious offenses), which would mean you cannot use Licensed Products ever again in any Epic Games Account or on any device. If Epic has terminated these Terms for you, permanently banning you from use of Licensed Products, you may not seek to evade the ban imposed on you by creating a new Epic Games Account. If you wish to challenge an action we have taken against you for a violation , you can submit an appeal here. You can find more information about the consequences for violating these rules, as well as our appeals mechanism, on the Sanctions and Appeals page of the Epic Games Safety and Security Center.

To protect itself and its players, in extreme instances Epic may also pursue other legal remedies for violations of its Ecosystem Rules or the law or provide information and evidence to relevant law enforcement authorities.

9. Recommender Systems

Some Licensed Products use recommender systems to recommend certain information to users. For more information, please refer to Recommendations and Ranking in Fortnite and Fall Guys.

10. In-Game Content

Some Licensed Products offer "**In-Game Content,**" such as characters, emotes, outfits, experiences (e.g., islands), and other digital goods and media, that can be licensed to you for your use in the Licensed Products in which you have acquired them. The term "Licensed Products" includes In-Game Content.

You can obtain licenses to In-Game Content in different ways. Some In-Game Content is automatically accessible to all End Users (e.g., Battle Royale). Licenses to other In-Game Content can be earned through in-game activity, purchased with real money, or redeemed with "**Credits**" (e.g., V-Bucks, Rocket League Credits). Credits are a type of In-Game Content. You can earn Credits through gameplay or obtain licenses to them with real money. Licenses to Credits and other In-Game Content may be obtained within a Licensed Product, the

Epic Games Store, or a third-party platform. Please Note: In-Game Content is not necessarily compatible across all experiences. Compatibility may be limited due to ratings or experience design.

CREDITS ARE NOT THE SAME AS CASH, GIFT CARDS, OR BANK ACCOUNTS AND CANNOT BE EXCHANGED FOR REAL CURRENCY OR OTHER ITEMS OUTSIDE THE EPIC ECOSYSTEM.

The features, pricing, availability, and functionality of Credits and other In-Game Content may change at any time without notice, to the fullest extent authorized by law. Epic does not guarantee continued access to specific In-Game Content and is not liable for modification, deletion, or unavailability. In-Game Content may be subject to platform restrictions (e.g., console-specific access).

a. Rules for In-Game Content

Credits may only be redeemed for other In-Game Content, including Developer-Made Content made available by Epic on behalf of the Developer, and once such Credits are redeemed, you have no further payment obligation. You are prohibited from converting Credits or other In-Game Content into a unit of value outside of the Licensed Product where it was acquired, such as actual currency or actual goods. You acknowledge and agree that Epic may take actions that impact the perceived value of or purchase price for any Credits or other In-Game Content at any time except as prohibited by applicable law.

Epic may offer discounts or promotions on the purchase of Credits or other In-Game Content, and such discounts and promotions may be modified or discontinued by Epic at any time without notice to you.

Epic may establish a maximum amount you may spend to purchase Credits per transaction and/or per day, which may vary depending on the associated Licensed Product or access to the Licensed Product, as well as the maximum balance of Credits you may have in your Epic Games Account. Epic may impose additional limits on purchases of or how you use Credits.

If there is a mistake in your credit balance, or if we have reasons to suspect Fraud, we have the right to correct credit balances or revoke access to your Epic Games Account.

For Japan Residents: In-Game Content purchased with Credits constitutes the provision of goods or services upon acquisition and does not qualify as a prepaid payment method.

b. Physical and Virtual Cards for Credits and In-Game Content

Epic may offer physical or virtual cards (hereafter "**Cards**") that may be used to add Credits to an Epic Games Account. By purchasing or redeeming a Card, you agree to these Terms, and you also agree to the applicable Card-specific terms and conditions, which supplement these Terms. Examples of supplemental terms include the Fortnite V-Bucks Card Terms & Conditions and Fortnite Gift Card Terms and Conditions. **YOU SHOULD ASSUME YOUR PURCHASE OF A CARD IS NON-REFUNDABLE. DO NOT PURCHASE A CARD UNLESS YOU OR THE INTENDED RECIPIENT ALREADY HAS AN EPIC ACCOUNT SET UP TO PLAY THE APPLICABLE GAME. YOU ARE RESPONSIBLE FOR ENSURING THAT YOU OR THE INTENDED**

RECIPIENT OF THE CARD HAS AN EPIC ACCOUNT AND A DEVICE TO PLAY THAT MEETS ALL MINIMUM SYSTEM REQUIREMENTS. All use of Cards must comply with applicable laws. Purchases of Cards from third-party retailers are governed by retailer policies. Direct purchases of Cards from Epic are subject to Epic's Refund Policy.

Cards made for distribution in one country may only be redeemable to Epic Games Accounts registered in that country. You agree to use Cards in compliance with all applicable laws, including all export-related restrictions and regulations applicable to your country of residence.

If any issues arise while you are seeking to redeem a Card and/or accessing the In-Game Content in an Epic Games Account, please contact Epic Games Support.

WITHOUT LIMITING THE DISCLAIMERS AND LIMITATIONS OF LIABILITY STATED ELSEWHERE IN THESE TERMS, TO THE FULLEST EXTENT AUTHORIZED BY APPLICABLE LAW, EPIC'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF, OR INABILITY TO USE, A CARD WILL NOT EXCEED THE TOTAL AMOUNT YOU PAID FOR THE CARD. THIS PARAGRAPH IS NOT INTENDED TO LIMIT EPIC'S LIABILITY FOR EPIC'S INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE.

For U.K. Residents: The liability disclaimers may not be enforceable against you.

11. External Fan Content

Epic wants to support the interest shown by our fans in our games and business so we created our Fan Content Policy to permit certain fan-generated content based on Licensed Products that is displayed outside of the Licensed Products. "**External Fan Content**" includes such things as (i) recordings or livestreams of Licensed Products gameplay; (ii) fan art (like artwork, photographs, videos, and other materials) that is based on Licensed Products; and (iii) websites and apps that are free, accessible to the public, and related to the Epic Properties. You may create External Fan Content only as long as you comply with these Terms.

12. Developer-Made Content

UEFN is a creation tool that enables developers to create, develop, modify, or contribute content in Fortnite, and to upload, publish, or otherwise make such content available to other users of Licensed Products. Before using UEFN, developers must also agree to the UEFN Supplemental Terms. As in the UEFN Supplemental Terms, a person who uses UEFN to create UEFN content is referred to as a "**Developer**," and all In-Game Content created, offered, displayed, made available, or arranged by Developers is referred to as "**Developer-Made Content**." Developer-made islands are an example of Developer-Made Content.

Credits may be redeemed for licenses to digital items or other Developer-Made Content ("**Redeemable Developer-Made Content**," a type of Developer-Made Content). These Terms also apply to Redeemable Developer-Made Content, which are set out in detail in Addendum 1.

13. Feedback

Sometimes, you may reach out to us with questions, comments, suggestions, ideas, modifications, improvements, promotions, or other information about Epic or the Licensed Products. We call this "**Feedback**." If you choose to send us Feedback, we aren't obligated to do anything with it. If we do decide to use it, we do not have to credit you and/or pay you for that use. Do not send unsolicited recordings, livestreams, artwork, or other fan-created content or game ideas to Epic; they will be deleted without review. For clarity, Feedback is distinct from External Fan Content and Developer-Made Content.

14. Termination of These Terms

a. Termination by You

You are free to terminate these Terms at any time by deleting your Epic Games Account, thereby terminating these Terms with respect to all Licensed Products. If you wish to delete your Epic Games Account, please contact Epic Games Support. To see what services you may have linked to your Epic Games Account before deleting your Epic Games Account, visit your Linked Accounts page.

If you have multiple Epic Games Accounts, your deletion of any specific Epic Games Account is for that Epic Games Account only; these Terms will still apply for your remaining Epic Games Accounts.

If you are accessing a Licensed Product that does not require an Epic Games Account, you may terminate these Terms by stopping your use of the Licensed Product (e.g., stop using an Epic website). Please keep in mind, however, that provisions of these Terms will still apply after termination, as described below in Section 14.c.

b. Termination by Epic

As you've seen stated several times, if you violate these Terms, Epic may terminate these Terms, either on a product-specific basis or for all Licensed Products. Termination may take the form of a suspension of your use of one of more Licensed Products or revoking your right to use any Licensed Product. Where reasonably possible, we will contact you to explain why we took this action and what (if anything) you can do as a result.

If you have multiple Epic Games Accounts, we may take action against all your Epic Games Accounts. You may not seek to evade the ban by creating a new Epic Games Account.

Epic may also need to terminate these Terms even if there has been no violation on your part if:

• We stop operations of the respective Licensed Product (e.g., it is no longer financially viable, or continued operations are impractical for technical, operational, or business reasons);
• We stop operating a respective Licensed Product on a specific platform;
• Required by law or a binding order from governmental authority;
• A Licensed Product relies on a third-party provider or platform that cease to support them; or
• We undergo a merger, acquisition, or restructuring that impacts a Licensed Product.

In these instances, whenever commercially feasible to do so, Epic will give you thirty (30) days' advance notice by posting a notice to our websites related to the respective Licensed Product(s). In such cases, we will not have any future obligations or liabilities to you.

c. Effect of Termination

If Epic terminates these Terms as to you, or if you terminate these Terms yourself, you will lose all rights to all Licensed Products, including games, Credits and other In-Game Content, Epic Account balances, or other items that you may have earned or purchased prior to the termination. Upon the termination of these Terms with respect to any Licensed Product(s), all licenses we've granted you to the respective Licensed Product(s) will automatically terminate, and you must uninstall and delete all copies of the respective Licensed Product(s) on your devices. You will no longer be able to exercise, with respect to such Licensed Product(s), any of the rights granted to you in these Terms.

If Epic detects Fraud or Cheats in your Epic Games Account, you may lose access to any rankings, trophies, In-Game Content, and other information linked to your Epic Games Account. Epic may also prevent you from using or severely limit your use of any products that rely upon Epic online services tied to your Epic Games Account. You may also lose access to services you have linked to your Epic Games Account or that you access with your Epic Games Account.

Unless required by law, you will not be entitled to any refund as a result of the termination of these Terms. This means that if we suspend, limit, or terminate your ability to access one or more Licensed Products, for reasons of Fraud, Cheats, or any other aspect of these Terms, we will not provide you with a refund for any prior in-game purchases you have made or for any unused In-Game Content in your Epic Games Account associated with those Licensed Product(s).

Even after termination, Sections 4, 8, 10, 15-18, and 20 and Addendum 1 of these Terms will stay in effect.

15. Disclaimers, Limitation of Liability and Indemnification

a. The provisions in this Section 15.a apply to End Users resident in the United States and apply to the fullest extent authorized by the law where you reside. If you are an End User resident in the United Kingdom, please also refer to Section 15.b below.

The provisions in this Section apply to the fullest extent authorized by the law where you reside.

THE LICENSED PRODUCTS, INCLUDING IN-GAME CONTENT, ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. EPIC, ITS AFFILIATES, LICENSORS (OTHER THAN YOU), AND SERVICE PROVIDERS, AND THEIR EMPLOYEES, DIRECTORS, AGENTS, AND ASSIGNS (THE "EPIC PARTIES"), MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE LICENSED PRODUCTS, AND DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE

OR NONINFRINGEMENT, OR THAT THE LICENSED PRODUCTS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOUR USE OF THE LICENSED PRODUCTS IS AT YOUR SOLE RISK.

THE EPIC PARTIES WILL NOT BE LIABLE OR RESPONSIBLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES, LIABILITIES OR LOSSES WHICH ARE DEEMED OR ALLEGED TO HAVE ARISEN OUT OF OR IN CONNECTION WITH THE LICENSED PRODUCTS OR THEIR CONTENT (INCLUDING IN-GAME CONTENT), INCLUDING ARISING FROM OR IN ANY WAY CONNECTED WITH: (I) LOSSES THAT WERE NOT FORESEEABLE BY YOU AND US AT THE TIME YOU FIRST ACCEPTED THE TERMS; (II) (IF YOU USE THE LICENSED PRODUCTS FOR ANY NON-PERSONAL/BUSINESS PURPOSES, WHICH YOU ARE NOT PERMITTED TO DO) ANY BUSINESS LOSSES AND/OR LOSSES TO NON-CONSUMERS (FOR EXAMPLE LOSS OF BUSINESS, LOSS OF BUSINESS INFORMATION, BUSINESS INTERRUPTION AND LOSS OF PROFITS OR REVENUES); (III) ANY USE OF, OR INABILITY TO USE, THE LICENSED PRODUCTS (INCLUDING ANY IN-GAME CONTENT); (IV) ANY DAMAGE TO YOUR EQUIPMENT OR ANY LOSS OR CORRUPTION OF DATA THAT RESULTS FROM YOUR USE OF THE LICENSED PRODUCTS INCLUDING ANY IN-GAME CONTENT, EXCEPT THAT IF ANY DEFECTIVE DIGITAL CONTENT THAT WE HAVE SUPPLIED TO YOU DAMAGES A DEVICE OR DIGITAL CONTENT BELONGING TO YOU AND THIS IS CAUSED BY OUR FAILURE TO USE REASONABLE CARE AND SKILL, WE WILL EITHER REPAIR THE DAMAGE OR PAY YOU COMPENSATION; (V) ANY ERROR OR MALFUNCTION IN THE LICENSED PRODUCTS, OR IF FOR ANY REASON THE LICENSED PRODUCTS (OR ANY PART OF THEM) ARE UNAVAILABLE AT ANY TIME OR FOR ANY PERIOD; (VI) ANY ACTION TAKEN BY EPIC IN ACCORDANCE WITH THESE TERMS; (VII) ANY BREACH BY YOU OF THESE TERMS; AND (VIII) ANY DELAY IN PERFORMING, OR FAILURE TO PERFORM, ANY OF OUR OBLIGATIONS IF SUCH DELAY OR FAILURE RESULTS FROM EVENTS, CIRCUMSTANCES OR CAUSES BEYOND OUR REASONABLE CONTROL.

THE EPIC PARTIES WILL NOT BE LIABLE FOR LOSS OF PROFITS OR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS OR THE LICENSED PRODUCTS. THE EPIC PARTIES' TOTAL LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OR THE LICENSED PRODUCTS IS LIMITED TO THE AMOUNT YOU HAVE PAID EPIC UNDER THESE TERMS IN THE TWELVE (12) MONTHS PRIOR TO WHEN YOU SUFFERED DAMAGES, EVEN IF THAT REMEDY FAILS TO PROVIDE ADEQUATE COMPENSATION.

As used in the above exclusion of certain warranties and limitation of liability, the term "**Epic Parties**" includes the developer of a software licensed to you under these Terms unless you have agreed to software-specific Terms for that software or service that include a disclaimer of the developer's warranties and a limitation of the developer's liability.

You will indemnify, pay the defense costs of, and hold the Epic Parties harmless from and against any claims, demands, actions, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorney and expert witness fees) arising out of or related to (a) any claim that, if true, would be a breach of these Terms by you or your negligence, (b) any act or failure to act by you using the Licensed Products, or (c) your External Fan Content, Developer-Made Content, or your Feedback. You will reimburse the Epic Parties on request for any defense costs incurred by the Epic Parties and any payments made or losses suffered by the Epic Parties, whether in a court judgment or settlement, based on any matter covered by this

Section. If the law where you live doesn't let you agree to this indemnification, then you assume all responsibility for claims, demands, actions, losses, liabilities, and expenses (including attorneys' fees, costs, and expert witnesses' fees) that would have been covered by the indemnification. This obligation of indemnification includes claims by and against you.

Some features of Licensed Products may require an internet connection, which you must provide at your expense. You are responsible for all costs and fees charged by your internet service provider related to the use of Licensed Products.

b. The provisions in this Section 15.b apply to End Users resident in the United Kingdom.

Nothing in Paragraph 15.a excludes or limits Epic's liability for: (i) death or personal injury caused by our negligence; (ii) fraud or fraudulent misrepresentation; (iii) breach of our statutory obligations or your statutory rights as a consumer, including implied terms in respect of digital content; or (iv) any other liability which cannot be excluded or limited under applicable law.

You agree on demand to compensate Epic for any claims, demands, actions, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable external attorney and expert witness fees) incurred or suffered by Epic arising out of or related to (a) any claim that, if true, would be a breach of these Terms by you or your negligence, (b) any act or failure to act by you using the Licensed Products, or (c) your External Fan Content, Developer-Made Content, or your Feedback.

16. Governing Law and Venue for Any Non-Arbitrable Disputes

Laws and regulations where you live may provide protections for consumers. These Terms are not intended to exclude, limit, or restrict any of those legal rights, and when possible, the Terms should be construed in a manner that does not conflict with laws giving you those important protections. If there is no way to reconcile a provision of these Terms with a consumer protection law applicable to you, the applicable law will control.

Except as otherwise required by applicable law, any dispute, claim, or controversy between you and Epic that relates to any Licensed Product or the Licensed Products generally, your use or attempted use of a Licensed Product, or these Terms will be decided under North Carolina law (where Epic Games is headquartered), excluding its choice of law rules. For disputes, claims, or controversies not subject to arbitration (discussed below in Section 17), you and Epic submit to the exclusive jurisdiction of the Superior Court of Wake County, North Carolina, or, if federal court jurisdiction exists, the United States District Court for the Eastern District of North Carolina. Except as prohibited by applicable law, you and Epic agree to waive any jurisdictional, venue, or inconvenient forum objections to these courts (without affecting either party's rights to remove a case to federal court if allowed), and any right to a jury trial. The Convention on Contracts for the International Sale of Goods will not apply. Any law or regulation which provides that the language of a contract shall be construed against the drafter will not apply to these Terms. This paragraph will be interpreted as broadly as applicable law permits.

17. Binding Individual Arbitration; No Class Actions

Most disputes can be resolved quickly and amicably by contacting Epic Games Support. For disputes that aren't easily resolved, where we need a neutral third-party to decide them, this Section explains the rules of how you and Epic will resolve those disputes, claims, or controversies, including (where applicable) by Binding Individual Arbitration.

PLEASE READ THIS SECTION CAREFULLY. THIS AFFECTS YOUR RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND DISCOVERY PROCEDURES AND APPELLATE RIGHTS ARE MORE LIMITED THAN IN COURT. THE ARBITRATION TERMS IN THIS SECTION 17 SHALL NOT APPLY TO THE EXTENT THAT THEIR INCLUSION WOULD MAKE THESE TERMS VOID.

This Section 17 will be interpreted as broadly as applicable law permits.

For U.K. Residents: These provisions may not be enforceable against you.

a. Your 30-Day Right to Opt Out

You may opt-out of the Binding Individual Arbitration requirement, but not the class action waiver set forth below in subsection 17.f, by sending written notice to Epic Games within thirty (30) days of signing up for the Licensed Products for the first time.

Once the 30-day period has expired, you may only opt-out of future material changes to the Binding Individual Arbitration by sending written notice within thirty (30) days after Epic Games provides notice of those changes (unless a longer period is required by applicable law). As explained below, you will remain bound by the arbitration agreement you accepted without opting out of it.

To opt-out you must send a written notice entitled "Arbitration Opt-Out Notice" to the following address: Epic Games, Inc., Legal Department, ATTN: ARBITRATION OPT-OUT, Box 254, 2474 Walnut Street, Cary, North Carolina, 27518, U.S.A. To be valid, the opt-out notice must be sent to Epic Games from the End User who wants to opt-out (or that End User's parent or guardian) and include (a) the End User's full name, Epic Games Account, and email address, (b) a clear statement that the End User wants to opt-out of the Binding Individual Arbitration, or wants to opt-out of a material change to the Binding Individual Arbitration, as applicable, and (c) the End User's signature (or the signature of the End User's parent or guardian, if the End User is a minor). If opting-out of a material change, the notice must also identify the specific material change of which you want to opt-out. An opt-out notice applies only to the Binding Individual Arbitration; all other parts of these Terms will still apply to the End User and Epic Games, including the class action waiver set forth below in subsection 17.f, to the fullest extent allowed by applicable law. Further, an opt-out notice is prospective only and does not revoke or otherwise affect any previous agreement to the Binding Individual Arbitration requirement. By opting out of a material change to the Binding Individual Arbitration, you agree to arbitrate any Dispute that arose prior to the opt-out in accordance with the language of the last version of the Binding Individual Arbitration that you accepted.

b. Disputes that Must Be Arbitrated

The informal resolution and Binding Individual Arbitration requirements in this Section apply to all Disputes between you and Epic. "**Dispute**" means any dispute, claim, or controversy (excluding those exceptions listed below), whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, that relates to any Licensed Product or the Licensed Products generally, your use or attempted use of a Licensed Product, or these Terms, including the validity, enforceability, or scope of this agreement to arbitrate or any portion of it. In Disputes involving minors, Disputes asserted both by the minor(s) and/or by the minor's or minors' parent(s) or guardian(s) are subject to this agreement to arbitrate, and the use of "you" in this Section means both the Adult and the minor(s).

The only exceptions to this arbitration requirement are: (i) claims that are properly brought as individual actions in a small-claims court in the county where you reside or in Wake County, North Carolina; (ii) pursuit of authorized enforcement actions through a government agency; (iii) an action to compel or uphold any prior arbitration decision; (iv) your or Epic's right to seek injunctive relief in a court of law to preserve the status quo while an arbitration proceeds; (v) claims of intellectual-property infringement (including claims of piracy; or creation, distribution, or promotion of Cheats); or use, creation, distribution, or promotion of any technology, product, service, device, component, or part thereof, used to circumvent the Gameplay Integrity Tools and/or claims related to social engineering; or the unauthorized acquisition of a third party's Epic Games Account, or the transfer or sale of Epic Games Accounts and/or claims related to social engineering; or the unauthorized acquisition of a third party's Epic Games Account, or the transfer or sale of Epic Games Accounts; (vi) claims that are the subject of a class action settlement from which you have opted out of the settlement class; and (vii) the enforceability of the requirement that arbitrations must be conducted on an individual rather than a class basis. If you are a party to other agreements with Epic besides this one, and another agreement does not require arbitration of Disputes, an arbitrator—not a court—will decide which Disputes between you and Epic are subject to arbitration and which (if any) may be heard in court.

This Section only applies to Disputes and does not prevent either party from taking unilateral actions they are entitled to take under these Terms or any other applicable law. This means, for example, that you can terminate your Epic Games Account without following this dispute resolution process. Likewise, Epic may suspend or terminate an Epic Games Account (i.e., following detection of Fraud or Cheats), in its sole discretion, without following this dispute resolution process (but you can use the dispute resolution process to seek a reversal of that decision). This freedom to unilaterally act in accordance with these Terms is important so that you do not have to keep using Licensed Products and so that Epic can ensure a positive and fair experience for players who access the Licensed Products by taking immediate action against players engaged in cheating, pirating (selling or trading Epic Games Accounts), or violating others' rights.

c. Informal Resolution

You and we agree to attempt to resolve a Dispute informally before an arbitration is filed. You and Epic will make a good-faith effort to negotiate the resolution of any Dispute for at least thirty (30) days from the day you receive, or Epic receives a written notice of a dispute from the other party (a "**Notice of Dispute**") that complies with the terms of this subsection c. This will be called the "**Informal Resolution**" period, and that period can be extended beyond thirty (30) days if you and we agree to do so.

To be valid, a Notice of Dispute must include the sender's name, mailing address, email address, telephone number, and Epic Games Account information (screen name and—if available—Epic Games Account number), along with a description of the Dispute and what resolution to the Dispute is being sought, including an individualized calculation of any damages asserted. All applicable statutes of limitations will be considered tolled beginning on the day a compliant Notice of Dispute is sent. You will send any Notice of Dispute to Epic Games, Inc., Legal Department, ATTN: NOTICE OF DISPUTE, Box 254, 2474 Walnut Street, Cary, North Carolina, 27518, U.S.A. Epic will send any Notice of Dispute to your registered email address and also to any billing address you have provided us.

You or Epic cannot proceed to arbitration without first providing a compliant Notice of Dispute and engaging in Informal Resolution for the required period. If you or Epic proceed to arbitration without providing a compliant Notice of Dispute or before the end of the Informal Resolution period, a court may enjoin the filing and order the party that has not followed this Informal Resolution process to reimburse the other party for any arbitration fees and costs already incurred. If you and Epic dispute whether a Notice of Dispute complied with this subsection c., that particular dispute over compliance will be resolved by a court, not an arbitrator, notwithstanding the provision otherwise delegating to the arbitrator Disputes over the validity, enforceability, or scope of this Arbitration agreement.

d. Small Claims Court

You and Epic agree that, as an alternative to arbitration, Disputes that qualify for small-claims court in either the county where you live or Wake County, North Carolina, may be brought as individual actions in such small-claims courts. We hope you will try Informal Resolution first, but you do not have to do so before suing in small claims court if your claim meets the jurisdictional requirements for that court.

e. Binding Individual Arbitration

THE ARBITRATION PROCEEDINGS IN THIS SECTION WILL BE CONDUCTED ON AN INDIVIDUAL BASIS ONLY. Under no circumstances does Epic consent to have any Disputes arbitrated using class arbitration procedures. These Terms affect interstate commerce, and all matters arising under this Section will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq. (the "FAA"), and United States federal arbitration law, to the fullest extent permitted by applicable law.

If Informal Resolution does not resolve all Disputes between us, You and Epic agree that unresolved Disputes will be settled by **Binding Individual Arbitration** conducted by National Arbitration and Mediation ("**NAM**"), https://namadr.com, according to NAM's Comprehensive Dispute Resolution Rules and Procedures in effect at the time the Dispute arises (the "**Rules**"), as modified by these Terms. If you reside in a jurisdiction where NAM is not available to arbitrate, the arbitration will be conducted by the American Arbitration Association ("**AAA**"), https://www.adr.org. For Disputes that must be arbitrated by AAA: if you are a "**Consumer**," meaning that you only use the Licensed Products for personal, family, or household purposes, AAA's Consumer Arbitration Rules will govern, as modified by these Terms. Otherwise, AAA's Commercial Arbitration Rules and Mediation Procedures will govern, as modified by these Terms.

“**Arbitration**” means that Disputes you have with Epic and Disputes Epic has with you will be resolved by a neutral arbitrator instead of in a court by a judge or jury.

“**Individual**” means that the arbitrator may award the same remedies to you or Epic as a court could, but only to satisfy your or Epic’s individual claims. To the fullest extent allowed by applicable law, the arbitrator may not award money or other relief for the benefit of any person other than you or Epic as part of the resolution of any Dispute.

“**Binding**” means that both you and Epic will have to accept and follow the arbitrator’s decision, except to the limited extent appeals to a court are permitted under the FAA. The arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any Dispute and to grant any remedy that would otherwise be available in court, including the power to determine the question of arbitrability, except to the extent that the arbitrator’s authority is limited by the FAA, these Terms, and/or the Rules applicable to the arbitration. The arbitrator will have the authority to award temporary, interim, or permanent injunctive relief or relief providing for specific performance of these Terms, but (as provided above) the arbitrator may do so only to the extent necessary to provide relief to a party in arbitration warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction.

f. Arbitration Procedure and Location

You or Epic may initiate arbitration of any Disputes not resolved by Informal Resolution by filing a Demand for Arbitration with the arbitration provider. Instructions for filing a Demand for Arbitration with NAM are available on the NAM website or by emailing NAM at commercial@namadr.com. Instructions for filing a Demand for Arbitration with AAA—which you may do only if you reside in a jurisdiction where NAM is not available to arbitrate—are available on the AAA website or by calling AAA at 800-778-7879. You will send a copy of any Demand for Arbitration to Epic Games, Inc., Legal Department, ATTN: ARBITRATION OF DISPUTE, Box 254, 2474 Walnut Street, Cary, North Carolina, 27518, U.S.A. Epic will send any Demand for Arbitration to the email address and to any billing address you have provided us.

The arbitration will be conducted by a single arbitrator with experience resolving similar Disputes. You and Epic both agree that the arbitration will be conducted in the English language and that—unless the arbitrator orders otherwise for reasons of hardship—any translation you may request will be at your expense. The arbitrator will apply this Section and all other applicable contractual terms as a court would and will adjudicate any Disputes according to applicable law and fact based only upon the record before the arbitrator.

For Disputes in which the claimant seeks less than USD $10,000, the arbitrator will decide the matter solely on the basis of written submissions, without a formal hearing, unless the arbitrator decides for good cause shown that a formal hearing is necessary. For matters in which the claimant seeks USD $10,000 or more, or smaller matters in which the arbitrator determines a hearing to be necessary, hearings shall be conducted by video or telephone, unless the arbitrator determines an in-person hearing to be necessary for good cause shown. If an in-person hearing is required and you reside in the United States, the hearing will take place in Wake County, North Carolina, unless the arbitrator determines that this would pose a hardship for you, in which case the in-

person hearing may be conducted in your state and county of residence. If you reside outside the United States, the site of any in-person hearing will be determined by the applicable Rules. Unless you and Epic agree otherwise, the arbitrator's decision or award will include a written statement stating the decision of each claim and the basis for the award, including the arbitrator's essential factual and legal findings and conclusions.

To the fullest extent allowed by applicable law, the arbitrator may only award legal or equitable remedies that are individual to you or Epic to satisfy one of our individual claims that the arbitrator determines are supported by credible, relevant evidence.

An arbitration award, and any judgment confirming it, apply only to that specific case; they cannot be used or offered as precedent in any other case except to enforce the award itself.

Any decision or award may be enforced as a final judgment by any court of competent jurisdiction or, if applicable, an application may be made to such court for judicial confirmation of any award and an order of enforcement.

g. Consumer Arbitration Fees

The terms of this Consumer Arbitration Fees Section only apply to you if you are a "Consumer" within the meaning of the arbitrator provider's rules. If you are not a Consumer, arbitration fees and costs will be divided between you and Epic as set forth in the arbitration provider's Rules. Any dispute over your status as a Consumer will be resolved by the arbitrator.

If you are a Consumer and you start an arbitration against Epic, you will pay the filing fee required for consumer arbitrations. But if your Demand states that your Dispute involves a total claim of damages of USD $10,000 or less, including any attorneys' fees and all other relief you are seeking, Epic will reimburse you for the filing fee you paid to initiate the case in arbitration. Even if the Dispute involves a claim of damages of more than USD $10,000, if you completed Informal Resolution and demonstrate that arbitration costs will be prohibitive compared to litigation costs, Epic will pay as much of your filing fee as the arbitrator finds is necessary to prevent arbitration from being cost-prohibitive (as compared to the cost of litigation). For purposes of calculating damages under this paragraph, similar claims brought by multiple claimants represented by the same or coordinated counsel will be aggregated. In other words, if 20 people represented by the same or coordinated counsel seek $1,000 each, this will be treated for purposes of this Section as a claim that seeks $20,000.

If Epic starts an arbitration against you, Epic will pay all filing fees and costs, including the fees you otherwise would have been required to pay.

If you choose to be represented by an attorney, you will pay your own attorneys' fees and costs unless the applicable law provides otherwise.

h. Notice and Filing

To the fullest extent permitted by applicable law, you or Epic must start arbitration of a Dispute within two (2)

years from when the Dispute first arose. If applicable law requires you or Epic to bring a claim for a Dispute sooner than two (2) years after the Dispute first arose, that shorter deadline applies instead. The failure to begin arbitration regarding a Dispute within the time frames described above in this Section may bar the Dispute (if applicable law allows), which means that you and Epic will not have the right to assert the Dispute.

i. Coordinated Filings

If 25 or more Notices of Disputes are sent that raise similar claims and have the same or coordinated counsel, these will be considered "**Coordinated Cases**" and will be treated as mass filings or multiple case filings according to the Rules, if and to the extent Coordinated Cases are sought to be filed in arbitration as set forth in these Terms. Epic or you may advise the other of its or your belief that cases are Coordinated Cases, and Disputes over whether a case or cases meet the contractual definition of "Coordinated Cases" will be decided by the arbitration provider as an administrative matter (or by a Process Arbitrator if the arbitration provider so requires). **Demands for Arbitration in Coordinated Cases shall only be filed with the arbitration provider as permitted by the bellwether process set forth below.** Epic will pay only its share of arbitration fees for Coordinated Cases; the claimants will be responsible for their share of those fees. **Applicable statutes of limitations will be tolled for claims asserted in a Coordinated Case from the time a compliant Notice of Dispute has been sent for that claimant until, under the terms of these Terms, the claimant's Coordinated Case may be filed in arbitration or court.**

Once counsel in the Coordinated Cases has advised Epic that all or substantially all the Notices of Dispute have been provided, counsel for the parties shall confer in good faith regarding the number of cases that should proceed in arbitration as bellwether cases. The number of cases chosen should suffice to allow each side to test the merits of its arguments. If the parties do not agree on the number of bellwethers, an even number shall be chosen by the arbitration provider as an administrative matter (or by a Process Arbitrator if the arbitration provider so requires). Factors that may be considered in making this decision include the complexity of the dispute and differences in facts or applicable laws among various cases. Once the number of bellwethers is fixed, each side shall select half that number from among the claimants who have provided compliant Notices of Dispute, and **only** those chosen cases may be filed with the arbitration provider. The arbitration provider may not assess fees to Epic for any Demands not filed. The parties acknowledge that resolution of some Coordinated Cases will be delayed by this bellwether process.

Unless the parties agree otherwise, each bellwether trial should be assigned to a different arbitrator.

Once all bellwether trials have concluded (or sooner if the counsel for the claimants and Epic agree), Epic and claimants in the Coordinated Cases must engage in a single mediation of all remaining Coordinated Cases, with each side paying half the applicable mediation fee. Epic and the claimants must agree on a mediator within thirty (30) days after the conclusion of the last bellwether trial, and if they do not, the arbitration provider will promptly appoint a mediator as an administrative matter. Epic and the claimants will cooperate for the purpose of ensuring that the mediation is scheduled as quickly as practicable after the mediator is appointed.

If the mediation does not yield a global resolution, this arbitration requirement shall no longer apply to Disputes that are the subject of remaining Coordinated Cases for which a compliant Notice of Dispute was received by the

other party. Such Disputes may be filed only in the state courts in Wake County, North Carolina, or if federal jurisdiction exists, in the United States District Court for the Eastern District of North Carolina, and you consent as part of these Terms to venue such cases exclusively in these courts. Nothing in this paragraph shall be construed as prohibiting either you or Epic from removing a case from state to federal court if removal is allowed under applicable law. To the extent you are asserting the same claims as other persons and are represented by common or coordinated counsel, you agree to waive any objection that the joinder of all such persons is impracticable. If a formerly arbitrable Dispute is brought in court, claimants whose claims were part of the Coordinated Cases may seek class treatment, but to the fullest extent allowed by applicable law, the classes sought may comprise only the claimants in the Coordinated Cases who provided compliant Notices of Dispute, and any party may contest class certification at any stage of the litigation and on any available basis. This is a limited exception to the class action waiver that otherwise applies to all Disputes between us.

A court shall have the authority to enforce this process for resolving Coordinated Cases and may enjoin the filing of lawsuits or arbitration demands not made in compliance with it.

j. Continuation in Effect

The dispute resolution process set forth in this Section survives any termination of these Terms or Epic's provision of Licensed Products to you, regardless of the manner of termination.

k. Future Terms Changes

Although Epic may revise these Terms in its discretion, Epic does not have the right to alter these Terms to arbitrate or the rules specified herein with respect to any Dispute once that Dispute arises, if such change would make arbitration procedures less favorable to the claimant. Whether changed procedures are less favorable to the claimant is an issue to be decided by the arbitrator, and if multiple claimants are proceeding in Coordinated Cases, the applicability of revised terms to the Coordinated Cases will be decided by the arbitration provider as a process matter (or by a Process Arbitrator, if the arbitration provider so requires).

l. Class Action Waiver

To the maximum extent permitted by applicable law, for any case not subject to the requirement to arbitrate (except to the limited extent discussed above for Coordinated Cases), even if you opt out of the requirement to arbitrate Disputes, you and Epic will only bring Disputes between you and Epic that relate to any Licensed Product or the Licensed Products generally, your use or attempted use of a Licensed Product, or these Terms, in an individual capacity and shall not:

• seek to bring, join, or participate in any class or representative action, collective or class-wide arbitration, or any other action where another individual or entity acts in a representative capacity (like private attorney general actions); or
• consolidate or combine individual proceedings or permit another to do so without the express consent of all parties.

For U.K. Residents: You may participate in such proceedings to the extent permitted by applicable laws. If the laws of your jurisdiction do not allow class action waivers, this provision shall not apply to you.

m. Severability

If all or any provision of this Section 17 is found invalid, unenforceable, or illegal, then you and Epic agree that the provision will be severed, and the rest of these Terms shall remain in effect and be construed as if any severed provision had not been included. The sole exception is that if the prohibition on class arbitrations is found invalid, unenforceable, or illegal, you and Epic agree that this entire Section 17 will be void and unenforceable, and any dispute will be resolved in court subject to the venue and choice of law clauses specified in these Terms. For avoidance of doubt, if the requirement to arbitrate a dispute is not enforced, the class action waiver still applies unless that provision is separately and independently found not to be enforceable.

18. Infringement Claims

In accordance with the Digital Millennium Copyright Act ("**DMCA**") and other applicable law, we have adopted a policy of terminating, in appropriate circumstances, the Epic Games Accounts of players who repeatedly infringe the intellectual property rights of others. If you believe that your intellectual property or other rights are being infringed by a third party in a Licensed Product, please notify us here.

If you are submitting a DMCA notice, please see Section 512(c)(3) of the DMCA for the requirements of a proper notification. If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your notice may not be effective. Under Section 512(f) of the DMCA, if you knowingly misrepresent that material or activity is infringing, you may be liable for damages, including costs and attorneys' fees, incurred by us or our Epic Games Account holders. If you are unsure whether the material or activity you are reporting is infringing, you may wish to contact an attorney before filing a notification with us.

19. Licensing Entity

The Epic entity that grants you a license to use Licensed Products depends on where you live and which Licensed Products you use. The license in Section 3 for the following Licensed Products (and their associated Epic Services) is granted to you by the entity outlined below:

Fall Guys (except mobile version for Android and Apple iOS in the EU):

- If you are playing on the Steam platform, EGFG LLC, trading as Epic Games
- If you are playing on any other platform, Epic Games, Inc.

Fall Guys (mobile version for Android and Apple iOS in the EU): EGFG LLC, trading as Epic Games.

Fortnite (except mobile version for Apple iOS) or UEFN:

- If you reside in the United States of America, Epic Games, Inc.
- If you reside outside of the United States of America, Epic Games Entertainment International GmbH

Fortnite (mobile version for Apple iOS):

- If you reside in the United States of America, Epic Games, Inc.
- If you reside outside of the United States of America, Epic Games Sweden, AB

Postparty: Life on Air Inc.
Rocket League or Rocket League Sideswipe: Psyonix LLC
Websites: Epic Games, Inc.
All other Licensed Products: See relevant product or program-specific terms

20. Miscellaneous

a. Waiver and Severability

If Epic waives any part of these Terms, it's a one-time, case-specific waiver unless we tell you in writing it's not. Just because we don't assert a right or provision of these Terms doesn't mean we waive it. If any part of these Terms is found invalid, illegal, or unenforceable by a court with jurisdiction or an arbitrator, you and Epic will (except for as stated in Section 17.m) consider that part removed or limited as little as possible so that the rest of these Terms stay in effect.

b. Assignment

You can't assign your rights or obligations under these Terms. We may assign these Terms, in whole or in part, with or without notice to you.

c. Photosensitivity Warning

Some people experience epileptic seizures or blackouts when they see certain images or patterns like flashing lights. Exposure to such images or patterns on a screen, such as while playing video games, may cause epileptic seizures or blackouts in these individuals. These reactions may be reduced by:

• Playing in a well-lit room;
• Avoiding playing while drowsy;
• Viewing the game from a distance or on a smaller screen; and
• Limiting the duration of your play session.

If you or anyone who will be in the vicinity has an epileptic condition, seizures, or seizure symptoms, that person should check with a doctor before being exposed to the Licensed Products. If you or those in the vicinity experience any of the following while using the Licensed Products, immediately stop and check with a doctor before continuing:

• Dizziness;
• Altered vision;
• Eye or muscle twitches;
• Jerking or shaking of arms or legs;
• Loss of awareness;
• Disorientation;
• Confusion;

• Involuntary movement; or
• Convulsions.

d. Export Controls and Sanctions

You understand and agree that you will not use, access, download, export, reexport, or transfer the Licensed Products, and are not eligible to enter into these Terms, if doing so would violate U.S. or other applicable export control, sanctions, or import laws and regulations, such as the U.S. Export Administration Regulations and U.S. Department of the Treasury's Office of Foreign Assets Control regulations.

21. Platform-Specific Terms

a. Sony PlayStation® End Users

The following additional terms and conditions apply with respect to Licensed Products available for use on PlayStation® devices that you own or control:

Please note that Epic will receive Sony Entertainment Network account ("**SEN Account**") information, including your email address and Online ID, as explained in Epic's Privacy Policy. Epic may allow its End Users to search for other Epic Games Accounts by their SEN Account, and other End Users may send you friend requests. Your SEN Account privacy settings will not apply to your Epic Games Account.

If you are using our Licensed Products on a PlayStation® Platform, the license granted to you in Section 3 of the above Terms is limited to use of our Licensed Products only on a PlayStation® Platform that you own or control or other such system to which our Licensed Products are delivered by the PlayStation® Network. If you access our Licensed Products using a PlayStation® 4 system ("**PS4**") and our Licensed Products allow you to use the PS4 "share" button, we grant you a personal, limited, non-transferable, revocable and non-exclusive license to use the "share" button to replicate or stream the audio and video output of those Licensed Products to third-party services supported by the PS4 system, subject to your compliance with these Terms.

You are expressly forbidden from engaging in off-platform sales or exchanges of such In-Game Content, such as at eBay or other auction sites.

For SIEA End Users: 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 ("**SIEA**").

For SIEE End Users: Any content purchased in an in-game store will be purchased from Sony Interactive Entertainment Network Europe Limited ("**SIEE**") and is subject to PlayStation™ Network Terms of Service and End 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.

b. Microsoft Xbox End Users

The following additional terms and conditions apply with respect to Licensed Products available for use on Xbox consoles that you own or control:

Neither Microsoft Corporation nor any of its affiliates (collectively, "**Microsoft**") have any maintenance or support obligations for Licensed Products.

Nothing in these Terms, including these Platform-Specific Terms, shall govern or change, in any way, your relationship with Microsoft under any agreements between you and Microsoft, including the Microsoft Services Agreement.

Further, to the maximum extent permitted by applicable law, the aggregate liability of the Epic Parties (other than Microsoft) arising out of or in connection with these Terms or the Licensed Products (including any In-Game Content) will not exceed the total amounts you have paid (if any) to Epic for the Licensed Products (including any In-Game Content) during the twelve (12) months immediately preceding the events giving rise to such liability, and Microsoft shall have no liability to you arising out of or in connection with these Terms or the Licensed Products (including any In-Game Content). These limitations and exclusions regarding damages apply even if any remedy fails to provide adequate compensation. This paragraph is not intended to limit Epic's liability for Epic's intentional misconduct or gross negligence.

For U.K. Residents: The liability disclaimers may not be enforceable against you.

c. Apple iOS End Users

The following additional terms and conditions apply with respect to Licensed Products available for use on any Apple, Inc. ("**Apple**") iPhone or iPad devices that you own or control:

You acknowledge that your agreement is not with Apple. Epic, not Apple, is solely responsible for the Licensed Products and its content.

Your use of the Licensed Products shall be subject to these Terms, including these Platform-Specific Terms, and as permitted by the Usage Rules set forth in the App Store Terms and Conditions as of the date you download or first use the Licensed Products (which you acknowledge you have had the opportunity to review).

You agree that Apple has no maintenance or support obligations with respect to the Licensed Products.

You acknowledge and agree that Apple is not responsible for any product warranties for Licensed Products, whether express or implied by law. If you are legally entitled to a warranty in your country or other jurisdiction, if Licensed Products do not conform to the required warranty, you may notify Apple, and Apple will refund the purchase price, if any. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Licensed Products, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to such required warranty will be Epic's sole

responsibility. However, you understand and agree that in accordance with these Terms, Epic has disclaimed all warranties of any kind with respect to the Licensed Products and, therefore, there are no warranties applicable to the Licensed Products, except those required by law.

Epic, not Apple, is responsible for addressing your or any third party's claims relating to the Licensed Products or your possession and/or use of the Licensed Products, including: (i) product liability claims; (ii) any claim that the Licensed Products fail to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. In the event of a claim that the Licensed Products infringe on a third party's intellectual property rights, Epic, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim (if and to the extent required under these Terms).

You agree that these Terms do not confer any rights or remedies on any person other than the parties to these Terms, except as expressly stated in these Terms or applicable law. Notwithstanding the foregoing, Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof.

Any end-user questions, complaints or claims with respect to the Licensed Products should be submitted to Epic Games Support.

For U.K. Residents: The liability disclaimers may not be enforceable against you.

d. Samsung GALAXY End Users

The following additional terms and conditions apply with respect to Licensed Products available for use on the Samsung GALAXY devices that you own or control:

The Licensed Products may provide you the ability to make payments through Samsung's In-App-Purchase APIs. In the event that you make a payment using Samsung's In-App-Purchase, the Samsung GALAXY Apps Terms and Conditions that you entered into with Samsung Electronics Co., Ltd. (or its affiliates) regarding the use of Samsung's In-App-Purchase and its equivalent terms shall apply to the payment and any refunds related to such payment.

ADDENDUM 1 - DEVELOPER-MADE CONTENT

1.1 Unreal Editor for Fortnite ("UEFN") is a creation tool that enables developers to create, develop, modify, or contribute content in Fortnite, and to upload, publish, or otherwise make such content available to other users of Licensed Products. Before using UEFN, developers must agree to this agreement and the UEFN Supplemental Terms, which provides that a person who uses UEFN to create UEFN content is a "Developer." All In-Game Content created, offered, displayed, made available, or arranged by Developers is "Developer-Made Content," which has no real world equivalent value, is offered for entertainment purposes only, and does not establish any enforceable property rights, except for Developers as described in the applicable section of the UEFN

Supplemental Terms. Developer-made Islands and earned digital items within them are examples of Developer-Made Content. Credits (as defined by Section 10 in the Epic Games Terms of Service) may be redeemed for licenses to digital items or other Developer-Made Content ("Redeemable Developer-Made Content," a type of Developer-Made Content).

When you obtain licenses to Redeemable Developer-Made Content, they are limited to the experience in which they are obtained, unless otherwise described.

1.2 When acquiring the right to use Redeemable Developer-Made Content with Credits pursuant to a license from the Developer, the transaction and contractual relationship is between You and the Developer, not with Epic. Epic only facilitates providing access to the Redeemable Developer-Made Content.

1.2.1: Notwithstanding Section 1.2 above, if you acquire Redeemable Developer-Made Content with Credits and are located in the United Kingdom, European Union, or European Economic Area, no contract for any sale or license between you and the Developer exists, as it relates to the Redeemable Developer-Made Content. The contractual relationship will be between You and Epic. The Developer licenses to Epic Redeemable Developer-Made Content with Credits, which Epic sub-licenses to you. Unless expressly stated otherwise, the sub-licence granted to you by Epic is on the same terms as the licence to use Licensed Products as set out in Section 3 of the Epic Games Terms of Service (as applicable in the UK, EU and European Economic Area). Without limiting Section 15(b) of the Epic Terms of Service, Epic is liable for the validity of the sub-licence it grants you regarding your ability to use Redeemable Developer-Made Content with Credits in the same manner and to the same extent as it is liable for the validity of the licence it grants you regarding your use of Licensed Products. You do not owe any payment to the Developer in order to acquire or use Redeemable Developer-Made Content with Credits.

1.2.2: Notwithstanding Section 1.2 above, any rights you acquire to use Redeemable Developer-Made Content with Credits issued in Japan, as well as the transactions and contractual relationships for acquiring such rights, are between you and Epic. You are not purchasing from the Developer or any other third party any Developer-Made Content or Redeemable Developer-Made Content with Credits issued in Japan. As conditions for being provided with Epic's services as described above, in addition to these Terms, you may be required to agree to and comply with additional terms and conditions provided by the Developer who created, developed, and/or made available the Developer-Made Content. These additional terms and conditions are agreed and entered into between Epic and you, and unless otherwise stated no contractual relationship is created between you and any Developer.

1.3 Subject to Sections 1.2.1 and 1.2.2 above and local applicable laws, the Developer is solely responsible for the offer, the content and any warranties related to the Developer-Made Content, as well for any claims that you may have related to the Developer-Made Content. If you have an issue with any Developer-Made Content, Epic may facilitate communication between you and the Developer and propose a non-binding solution.

1.4 For avoidance of doubt, any dispute relating to Developer-Made Content must be resolved as a "Dispute," as that term is defined in Section 17(b) of the Epic Games Terms of Service, and must be resolved following the procedures set forth in Sections 16 and 17 of those Terms. The Developer of that Developer-Made Content is an

intended third-party beneficiary of the Terms, and able to compel a dispute to arbitration to the same extent as Epic.