



Epic Games Terms of Service Germany

TERMS OF SERVICE

ACCEPTANCE OF THE TERMS OF SERVICE

THE FOLLOWING TERMS AND CONDITIONS ("TERMS") APPLY TO YOUR USE OF THE WEBSITES OF EPIC GAMES, INC. AND ITS AFFILIATES ("EPIC", "WE" "US" OR "OUR"), INCLUDING ANY CONTENT, FUNCTIONALITY, PRODUCTS, AND SERVICES OFFERED ON OR THROUGH SUCH WEBSITES (COLLECTIVELY, THE "WEBSITE"), WHETHER AS A GUEST OR A REGISTERED USER. THESE TERMS ALSO APPLY TO YOUR USE OF OTHER EPIC SERVICES THAT DISPLAY OR INCLUDE THESE TERMS ("ADDITIONAL SERVICES"). IN THESE TERMS, THE WEBSITE AND ADDITIONAL SERVICES ARE COLLECTIVELY REFERRED TO AS THE "SERVICES."

PLEASE READ THESE TERMS CAREFULLY BEFORE YOU START TO USE THE SERVICES. BY USING THE SERVICES, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS OF SERVICE. IF YOU DO NOT WANT TO AGREE TO THESE TERMS OF SERVICE, YOU MUST NOT USE THE SERVICES. IN PARTICULAR, WE WANT TO HIGHLIGHT SOME IMPORTANT TERMS, POLICIES, AND PROCEDURES IN THESE TERMS. BY ACCEPTING THESE TERMS:

1. You are also agreeing to other Epic rules and policies that are expressly incorporated into and a part of these Terms. Please read them carefully:

- Our [Privacy Policy](#) explains what information we collect from you and how we protect it.
- Our [Fan Content Policy](#) explains what you can do with Epic's Intellectual Property in the content you create.

TO ENTER INTO THE CONTRACT CREATED BY THESE TERMS, YOU MUST BE AN ADULT OF THE LEGAL AGE OF MAJORITY IN YOUR COUNTRY OF RESIDENCE. YOU ARE LEGALLY AND FINANCIALLY RESPONSIBLE FOR ALL ACTIONS USING OR ACCESSING OUR SOFTWARE, INCLUDING THE ACTIONS OF ANYONE YOU ALLOW TO ACCESS TO YOUR ACCOUNT. YOU AFFIRM THAT YOU HAVE REACHED THE LEGAL AGE OF MAJORITY, UNDERSTAND AND ACCEPT THESE TERMS. IF YOU ARE UNDER THE LEGAL AGE OF MAJORITY, YOUR PARENT OR LEGAL GUARDIAN MUST CONSENT TO THESE TERMS.

In addition to these terms, software or services that are included in or otherwise made available to you through the Services may be subject to separate agreement between you and Epic, such as end user license

agreements. If these Terms are inconsistent with any such agreements, those agreements will control.

1. Privacy Notice

Please review our Privacy Notice found at <https://www.epicgames.com/privacypolicy>, which also governs your use of the Services, to understand our practices.

2. Changes to the Terms of Service

Epic may make reasonable amendments to these Terms at any time in the future, with the exception of the provisions determining your and Epic's primary contractual obligations hereunder, if and to the extent such changes are necessary due to the implementation of statutory requirements, changes to law or case law, and for clarification purposes. Epic will inform you of any proposed amendments of this Agreement, provide you with the new version of this Agreement and notify you of the date when the new Agreement will be effective from. We will inform you in writing or via email of any amendments 30 days in advance. Epic will inform you about the right to object within the 30-day period and the consequences of not expressly refusing the proposed amendment. If you do not expressly refuse the respective amendment within 30 days from the date on which the new Agreement is implemented, you are deemed to have approved the amendment of this Agreement

3. Accessing the Services and Account Security

We may withdraw or amend the Services, and any related service or content, or restrict access (including by means of cancellation, termination, or modification, or suspension of a user account) to all or certain users (including you) in accordance with Section 4 of these Terms and without liability to you in our reasonable discretion. Additionally, due to your geographic location, the Services or some of their features, services, or content may be unavailable to you. Notwithstanding anything to the contrary herein, we may terminate or suspend access to the Services based on your breach of these Terms in accordance with Section 4 of these Terms. The foregoing is not intended to limit your statutory warranty rights.

To access certain Services, you will be asked to provide registration details or other information, and in order to use such resources, all the information you provide must be correct, current, and complete. From time to time, in order to access the Services or certain games, services, or functionality, Epic may require some or all users to download updated or additional software. The terms of use of such software may be subject to separate agreement between you and Epic.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential (other than user name), and you must not disclose it to others. You must immediately notify Epic (via privacy@support.epicgames.com) of any unauthorized use of your user name or password or any other breach of security. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or

record your password or other personal information. You may only access the Services through your own account. Users do not own their accounts, and gifting or otherwise transferring of accounts or access keys is prohibited.

We reserve the right to change your display name if we deem it offensive, misleading, potentially infringing the rights of third parties or if you have been inactive for more than a year.

Photosensitivity: Certain people may react to certain visual images or patterns, including flashing lights (regardless of whether they have a diagnosed condition or history). Reactions may be reduced by playing in a well-lit room, avoiding playing while drowsy, viewing the game from some distance or on a smaller screen, and limiting duration of use.

4. Termination of this Agreement

You may terminate this agreement between you and us at any time for any or no reason. Upon any termination, you may no longer exercise any of the rights granted to you by these Terms.

Epic may also terminate this agreement, or temporarily or permanently restrict or suspend your access to all or part of the Services, if you (i) are responsible for a breach of the terms of this agreement; or (ii) are responsible for violating any applicable law by or while using the Services. In this case, Epic will take reasonable steps to send you a prior warning before terminating the agreement. Epic is not required to give you a prior warning if your violation was so serious that an immediate termination of this agreement is justified.

5. Content Moderation

For more information about our content moderation practices, please visit our [Safety and Security Center](#).

6. Intellectual Property Rights

The Services, including all content, features, and functionality thereof, are owned by Epic, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, and other intellectual property or proprietary rights laws.

You are permitted to use the Services for your personal, non-commercial use only or legitimate business purposes related to your role as a current or prospective customer of Epic. Except as provided below, you must not copy, modify, create derivative works of, publicly display, publicly perform, republish, or transmit any of the material obtained through the Services, or delete, or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Services. However, if you are otherwise in compliance with these Terms, you are permitted to use, elsewhere and in other websites, an unaltered copy of portions of the content that is publicly available on the Website for the limited, non-commercial purpose of discussing such content.

You must not reproduce, sell, or exploit for any commercial purposes any part of the Services, access to the Services or use of the Services or any services or materials available through the Services. Epic's [Fan Content Policy](#) governs non-commercial use of such content.

For clarity, the foregoing permissions are limited to the Services, and no rights are granted with respect to any servers, computers, or databases associated with the Services.

7. Billing, Payment and Epic Account Balance

Through the Services, Epic may make available a prepaid balance service ("Epic Account Balance"). Visit epicgames.com/account-balance-terms for the terms that apply to your Epic Account Balance, including requirements for activating, adding balance, and using your Epic Account Balance to pay for digital items at participating Epic Services.

8. Prohibited Uses

You may use the Services only for lawful purposes and in accordance with these Terms of Service. You agree not to access or use the Services for any purpose that is illegal or beyond the scope of the Services' intended use (in Epic's sole judgment).

9. User Contributions

The Services contain various forums, networks, and other interactive features that allow you to post, submit, publish, display, or transmit to Epic and other users ("Post") content or materials ("User Contributions") on or through the Services.

All User Contributions must comply with the following content standards: User Contributions must not be illegal, fraudulent, deceptive, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable, and must not consist of or contain software viruses, commercial solicitation, chain letters, mass mailings, or any form of "spam."

You represent and warrant that you own or otherwise control all of the rights to the User Contributions that you Post at the time of Posting; that the User Contributions are accurate and not fraudulent or deceptive; and that the User Contributions do not violate these Terms or the rights (intellectual property rights or otherwise) of any third party, and will not cause injury to any person or entity. You understand that your User Contributions may be copied by other Services users and discussed on and outside of the Services, and if you do not have the right to submit User Contributions for such use, it may subject you to liability. Epic takes no responsibility and assumes no liability for any content Posted by you or any third party (unless required by applicable law).

Epic has the right but not the obligation (unless required by applicable law) to monitor and edit or remove any User Contributions. In the event that User Contributions violate third party rights, applicable laws, or these Terms, Epic has the right to take the following measures:

- Modification, restriction, blocking or deletion of the objectionable User Contribution(s) as a whole or in part;
- Temporary or permanent suspension of your account or access to Epic's Services (or components and/or individual features thereof, in particular such features that allow you to Post User Contributions);
- Termination of the agreement between you and Epic governed by these Terms as discussed above in Section 4.

Moreover, Epic has the right to edit User Contributions for compatibility purposes. Except in the cases mentioned above, Epic has no obligation towards you to edit your User Contributions, for whatsoever reason.

You do not have to provide User Contributions; all User Contributions you choose to provide through available channels is voluntary.

You understand and agree that Epic is not required to make any use of any User Contribution that you provide. You agree that if Epic makes use of your voluntarily-provided User Contribution(s), Epic is not required to credit or compensate you for your contribution. You understand that if you choose to provide User Contribution(s) to Epic, this is a voluntary expression of your views on how you can best enjoy our Services, that is not prompted by Epic and for which you cannot expect to receive royalties. In order for Epic to provide Services related to your User Contribution(s) to other users, including displaying your User Contribution(s) to other users through Epic's public channels, for example Epic's community forums, you grant Epic a non-exclusive, perpetual, irrevocable, and to the extent necessary transferable, assignable and sublicensable right to use, copy, reproduce, modify, adapt, publish, translate, create derivative works from and display such User Contribution.

10. Linking

You may link to publicly available portions of the Services if you do so in a way that is fair and does not damage or take advantage of our reputation, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part. The Services must not be framed on any other website. We reserve the right to withdraw linking permission without notice.

If the Services contain links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

11. Disclaimers and Limitation of Liability

Nothing in these Terms will prejudice the statutory rights that you may have as a consumer of the Services. Some countries, states, provinces or other jurisdictions do not allow the exclusion of certain warranties or the limitation of liability as stated in this section, so the below terms may not fully apply to you. Instead, in such jurisdictions, the exclusions and limitations below shall apply only to the extent permitted by the laws of such jurisdictions.

Your statutory warranty rights apply.

Epic's statutory liability for intent and gross negligence as well as for damages resulting from injury to life, body or health remain unaffected by this Agreement. Epic shall only be liable for its negligent acts or omissions where this results in a breach of a material contractual obligation. For the purposes of this clause, a "material contractual obligation" means an obligation the fulfilment of which makes the performance of the contract possible in the first place and on the fulfilment of which the contractual partner may therefore regularly rely. Epic's liability for breach of a material contractual obligation is limited to the damages that are foreseeable at the conclusion of the contract, the occurrence of which must be typically expected. The limitations of liability in this clause apply in favor of Epic's employees, agents and vicarious agents. Any liability on Epic's part for any commercial guarantees Epic may have provided, claims based on obligatory product liability law or data protection violations shall remain unaffected.

12. Indemnification

This section only applies to the extent permitted by applicable law. If you are prohibited by law from entering into the indemnification obligation below, then you assume, to the extent permitted by law, all liability for all claims, demands, actions, losses, liabilities, and expenses (including attorneys' fees, costs and expert witnesses' fees) that are the stated subject matter of the indemnification obligation below.

You agree to defend, indemnify, and hold harmless Epic, its affiliates, and licensors, and their respective officers, directors, employees, contractors, agents, licensors, and suppliers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) resulting from your User Contributions or violation of these Terms.

13. Governing Law and Jurisdiction

Any claim or dispute arising out of or related to this Agreement or the Service shall be governed by the laws of your country or residence.

14. Informal Dispute Resolution

If you have an issue that our customer support can't resolve, Epic encourages you to attempt to resolve the dispute informally to help get us to a resolution and control costs for both parties. If you elect to seek an informal

resolution, You and Epic agree to make a good-faith effort to negotiate any dispute between us for at least 30 days ("Informal Resolution"). These informal negotiations will start on the day You or Epic receive a written Notice of a Dispute in accordance with these Terms.

You will send your 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. Include your name, any relevant account name you use, address, how to contact you, what the problem is, and what you want Epic to do. The Notice of Dispute sent by you must include the sender's name, address, and other contact information, a description of the Dispute (including any relevant account names) and what resolution to the Dispute is being sought. All applicable statutes of limitations will be considered tolled beginning on the day you send a compliant Notice of Dispute to Epic.

You will send your 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. Include your name, any relevant account name you use, address, how to contact you, what the problem is, and what you want Epic to do. The Notice of Dispute sent by you must include the sender's name, address, and other contact information, a description of the Dispute (including any relevant account names) and what resolution to the Dispute is being sought. All applicable statutes of limitations will be considered tolled beginning on the day one of us sends a compliant Notice of Dispute to the other..

15. Language

To the fullest extent permitted by law, the controlling language for these Terms is English. It is the express wish of the parties that these Terms and all related documents have been drawn up in English. Any translation has been provided for your convenience.

16. Waiver and Severability

No waiver of these Terms by Epic shall be deemed a further or continuing waiver of such term or condition or any other term or condition, and any failure of Epic to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms will continue in full force and effect.

17. Notice and Procedure for Making Claims of Copyright Infringement

In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable law, Epic has adopted a policy of terminating, in appropriate circumstances as determined by Epic, users or account holders who are

deemed to be repeat infringers of the copyrights of others. Epic may also at its sole discretion limit access to the Services and/or update, transfer, suspend, or terminate the accounts of any users who infringe the intellectual property rights of others, whether or not there is any repeat infringement.

If you believe that your work has been used on the Website or in any other Services in a way that constitutes copyright infringement, please submit a Notice of Alleged Infringement (“DMCA Notice”) to our Designated Copyright Agent as follows:

Legal Department
Epic Games, Inc.
620 Crossroads Blvd.
Cary, NC 27518
Telephone: (919) 854-0070
Email: dmca@support.epicgames.com

Please include all of the following in your DMCA Notice:

- Identify the copyrighted work that you claim has been infringed. If your DMCA Notice covers multiple works, you may provide a representative list of such works.
- Identify the material that you claim is infringing, including a description of where the material is located. Your description must be reasonably sufficient to enable us to locate the material. Where possible, please include the URL of the webpage where the material is located.
- Provide your full legal name, mailing address, telephone number, and (if available) e-mail address.
- Include the following statement in the body of the DMCA Notice:
 - I have a good-faith belief that the use of the material is not authorized by the copyright owner, its agent, or the law. I represent that the information in this DMCA Notice is accurate and, under penalty of perjury, that I am the owner of the copyright or authorized to act on the copyright owner’s behalf.
- Provide your electronic or physical signature.
- Please note that under 17 U.S.C. 512(f), 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 users. 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 to us.

18. General Questions

For general questions, contact us at unrealengine.com/contact.

Epic’s Legal Representative under Regulation 2022/2065/EU

In satisfaction of Article 13 of Regulation 2022/2065/EU (Digital Services Act), Epic has designated Epic Games Sweden, AB as its legal representative in the European Union. Appropriate European Union authorities may contact Epic Games Sweden, AB at:

Epic Games Sweden, AB
Västgötagatan 2, Floor 6
118 28 Stockholm, Sweden
+46 46 590 22 06
DSA-Legal-Representative@epicgames.com

Regulatory Disclosure Requirement - Monthly Active Users in the EU (Updated August 15, 2025).

The estimated average monthly active recipients in the European Union of the Epic Games Store mobile app for the past six months was 1.6M.

The estimated average monthly active recipients in the European Union of the Epic Games Store website for the past six months was 14.3M.

The estimated average monthly active recipients in the European Union of the Epic Developer Community for the past six months was 453,000.

The estimated average monthly active recipients in the European Union of Fab Marketplace for the past six months was 330,000.

Users who accessed more than one of Epic's services or products in a given month are counted as a user for each service or product.