



FALL GUYS MOBILE END USER LICENSE AGREEMENT

THIS AGREEMENT CONTAINS A BINDING, INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER PROVISION. SEE SECTION 18. IF YOU ACCEPT THIS AGREEMENT, YOU AND EPIC AGREE TO RESOLVE DISPUTES IN BINDING, INDIVIDUAL ARBITRATION AND GIVE UP THE RIGHT TO GO TO COURT INDIVIDUALLY OR AS PART OF A CLASS ACTION. PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY.

By selecting "I Agree" or purchasing, downloading or using the game "Fall Guys" or its related services (the game and services, collectively, our "Services"), you agree to the terms of this End User License Agreement ("Agreement"), including the arbitration agreement and class action waiver described in Section 18 below. If you do not agree to the terms of this Agreement, do not purchase, download or use our Services. Any reference to "Services" in this Agreement includes a reference to any part of any of our Services. This Agreement is a binding legal contract between you and EGFG LLC, trading as Epic Games, for the benefit of the Epic Parties.

You must be the legal age of majority where you live to accept this Agreement. If you are not an adult, you must get your parent/guardian to accept the Agreement. ATTENTION PARENTS: If you accept this Agreement as the parent or guardian of a minor, you confirm that you're the child's parent or legal guardian and you agree to supervise and be fully responsible for your child's use of the Services. By accepting this Agreement, you agree that you will be responsible for all use of the Services by you, your child, and anyone to whom you or your child gives access to the Services, and for compliance with this Agreement by you and your child. You also agree to accept financial responsibility for all transactions made while using the Services, which will be treated as purchases made by you, not your child, whether or not you authorized any particular transaction. We encourage you to familiarize yourself with your local game and content ratings systems. To help, we offer parental controls to tailor your child's experience. Click the following links to learn more about Epic Games Cabined Accounts (<https://www.epicgames.com/site/cabinedaccounts>) and parental controls (<https://www.epicgames.com/site/parental-controls>) for Epic Accounts, Fortnite, Rocket League, and Fall Guys.

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS A CLASS ACTION WAIVER AND A REQUIREMENT TO RESOLVE MOST DISPUTES IN BINDING, INDIVIDUAL ARBITRATION, WHICH MEANS YOU AND EPIC AGREE TO RESOLVE DISPUTES IN BINDING, INDIVIDUAL ARBITRATION AND GIVE UP THE RIGHT TO GO TO COURT INDIVIDUALLY OR AS PART OF A CLASS ACTION (SEE SECTION 14). YOU MAY OPT OUT OF THE ARBITRATION REQUIREMENT WITHIN 30 DAYS OF ACCEPTING THE AGREEMENT – INSTRUCTIONS ON THIS OPT-OUT ARE IN SECTION 18 BELOW. NOTE: THIS BINDING INDIVIDUAL ARBITRATION SECTION WILL NOT APPLY TO THE EXTENT PROHIBITED BY THE LAWS OF YOUR COUNTRY OF RESIDENCE.

1. Epic Accounts and Services

You may need to have an account ("Account") to use the Services. To create an Account, you must provide truthful and accurate information about yourself on the Account registration page and keep that information up-to-date. You may not share your Account with others and are solely responsible for keeping the login credentials to your Account confidential. You are responsible for all activity associated with your Account. We may suspend or terminate your Account at our sole discretion. We use the phrase "at our sole discretion" in this Agreement to mean at any time, for any reason or no reason, and without prior notice to you. For additional terms and conditions relating to Epic Games Accounts, please visit this link <https://www.epicgames.com/site/tos>.

The game uses Epic Online Services ("EOS"), which is operated by Epic Games, Inc. and includes client software ("EOS Software") that is integrated into the game software. When you start a new game session, the latest version of the EOS Software will automatically be loaded to your device without any notice to you. The EOS software is used solely for providing EOS functionality such as authentication, login, voice-chat and in-game social overlays. For more information, please visit <https://dev.epicgames.com/services>.

The game also uses Easy Anti-Cheat and includes client software that is integrated into the game software. Easy Anti-Cheat is used to detect and prevent fraudulent and cheat software. Please see Section 7 below for further details.

2. License

Our software is licensed, not sold, to you under this Agreement. Subject to your strict compliance with this Agreement, including the Rules of Conduct below, we grant you a personal, limited, non-transferable, revocable and non-exclusive license to: (a) use our Services for your own personal use; and (b) make and publicly display audiovisual footage of you using our Services ("Your Streaming Footage") on online video streaming and social networking services.

3. Content and UGC

Our Services include Content. We use the term "Content" to mean all materials, information, technology, software and other content available through our Services, including trademarks, logos, visual interfaces, images, illustrations, designs, compilations, articles, advertisements, software, computer code, services, text, pictures, photos, audio clips and video clips, and the selection and arrangement thereof. Content also includes user-generated Content ("UGC"), which means Content contributed by users of our Services. All Content is and will remain the exclusive property of Mediatonic Limited or its licensors, and is protected by copyright, trademark, trade secret, intellectual property and other laws.

When you contribute UGC, you:

1. Represent, warrant and agree that you have all necessary rights and authorizations to publish through our Services or share with us such Content and grant the rights that you grant herein;

2. Grant to us and our licensors and licensees a non-exclusive, perpetual, transferable, worldwide, sublicensable license to use, host, store, reproduce, modify, create derivative works of, publicly perform, publicly display or otherwise transmit and communicate the UGC, or any portion thereof, in any manner or form and in any medium or forum, whether now known or hereafter devised, without notice, payment or attribution of any kind to you or any third party;
3. Grant all other users who can access and use your UGC on our Services the right to use, copy, modify, display, perform, create derivative works from, and otherwise communicate and distribute your UGC on or through our Services without further notice, attribution or compensation to you;
4. Waive any moral rights and rights of publicity and privacy you may have in such UGC, to the fullest extent permitted by applicable laws; and
5. Agree that you are solely responsible for the UGC that you contribute.

You may not upload UGC that infringes a third party's intellectual property rights or that violates the law, this Agreement, or a third party's right of privacy or right of publicity. We may remove, edit or disable UGC at our sole discretion. We do not assume any responsibility or liability for UGC, for removing it, or not removing it or other Content. We may, but are not obliged to, pre-screen UGC before displaying it on our Services. We do not endorse any UGC available on our Services.

For more information about our content moderation practices, please visit our Safety and Security Center (<https://safety.epicgames.com>).

Fall Guys makes recommendations of game levels to help improve your experience on the platform. This is based on game information, such as the number of times a level has been played (on both a per player and group of players basis), when a level was last updated, the percentage of players that have completed a level, or who have dropped out prior to the end of the level, and the average number of times that a player respawns before completing the level.

4. Virtual Features

Our Services include "Virtual Features". We use the term "Virtual Features" to mean rights that we license to you to access or use certain features that we may make available on our Services. Examples of Virtual Features may include access to digital or unlockable Content, additional or enhanced functionality (including multiplayer services), virtual assets, in-game achievements, and virtual points, coins and currencies. When you sign up or pay for Virtual Features, we grant you a personal, limited, non-transferable, revocable and non-exclusive license to access the selected Virtual Features. Virtual Features have no monetary value and no value outside of our Services. You cannot sell, trade or transfer Virtual Features, or exchange them for cash. Any payment you make for access to a Virtual Feature is non-refundable unless otherwise stated.

5. Updates, Online Server Support and Interruptions

We may, by automatic update or otherwise, change, modify or update Services, Content or Virtual Features at our sole discretion. For example, we may need to update or reset certain parameters to balance game play and usage of our Services. These updates or resets may cause you setbacks within the relevant game world and

may affect your gameplay and Virtual Features under your control. If our Services use online servers, we make no commitment to continue to make those servers available, and may terminate online features at any time.

We reserve the right to interrupt our Services from time to time on a regularly scheduled basis or otherwise with or without prior notice to perform maintenance on our Services. You acknowledge that we may interrupt, suspend or terminate our Services for unforeseen circumstances or causes beyond our control, and we cannot guarantee that you will be able to access our Services or your Account whenever you may wish to do so. We are not liable to you for any consequences resulting from changes, modifications, updates or interruptions to our Services, or the discontinuation of any Services.

6. Internet Connection

Some features of our Services 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 download and use of our Services.

7. Fraud and Cheat Detection

To provide users with a positive, fair, and competitive experience on the Services, we may use certain software, tools, and technologies ("Fraud and Cheat Detection") to detect and prevent programs, methods, or other processes that (i) are used for hacking, account stealing, or other unauthorized or fraudulent activity on the Services ("Fraud") or (ii) give you or other users a competitive advantage within the Services ("Cheats"), including bots, hacks, add-ons, malware, scripts, and mods not expressly authorized by us. You will not:

- a. Use or encourage the use of Cheats;
- b. Engage in or encourage others to engage in Fraud;
- c. Develop, market, offer, sell, distribute, support or otherwise make available any Cheats; or
- d. Attempt to tamper with, modify, disable, disrupt, or circumvent any software, tools or technologies used to detect and prevent Fraud or Cheats.

Fraud and Cheat Detection software may also be installed during your installation of our software. If you do not agree to install the Fraud and Cheat Detection software or at any time remove or disable the Fraud and Cheat Detection software, the license to the Services granted to you automatically terminates and you may not use the Services. The Services or the Fraud and Cheat Detection software may collect and transmit details about your account, gameplay, and potentially unauthorized programs or processes in connection with Fraud and Cheat Detection. If Fraud or Cheats are identified, you agree that we may exercise any or all of its rights under this Agreement.

8. Rules of Conduct

You shall not, and shall not attempt to, do any of the following:

- Use or allow the use of our Services for any purpose or activity that is illegal, unlawful or not expressly authorized under this Agreement.
- Sell, rent, lease, share or provide access to your Account to anyone else, or use another user's Account.
- Modify, adapt, sublicense, translate, resell, retransmit, reverse engineer, decompile or disassemble any portion of our Services.
- Reverse engineer or attempt to extract or otherwise use source code or other data from our Services.
- Use our Services to build a service or game that would compete with our Services or assist another person in building a service or game that would compete with our Services.
- Remove any proprietary, copyright, trade secret or warning legend from our Services.
- Make or publicly display Your Streaming Footage where such footage: (a) misrepresents our identity, the names, features or functionality of our Services, or the legal rights or obligations that anyone has in regards to the Services; or (b) adversely affects our rights in an unfair or illegal manner.
- Damage, disrupt, impair, or interfere with our Services, any server, network or system used to support or provide our Services, any person's property, or another user's use or enjoyment of our Services, such as by engaging in denial of service attacks, spamming, hacking, or uploading computer viruses, worms, Trojan horses, cancelbots, spyware, corrupted files or time bombs.
- Probe, scan or test the vulnerability of our Services, or circumvent or breach the security or authentication measures of our Services.
- Harass, threaten, bully, embarrass, spam or do anything else to another user of our Services that is unwanted, such as repeatedly sending unwanted messages or making insults, personal attacks or statements about people based on their race, sexual orientation, religion, nationality, or any other aspect.
- Contribute UGC or organize or participate in any activity or group via our Services that is inappropriate, abusive, harassing, profane, threatening, hateful, offensive, vulgar, obscene, sexually explicit, defamatory, infringing, invades another's privacy, or is otherwise objectionable.
- Publish, post, upload or distribute UGC that is illegal or that you do not have permission to freely distribute, or which we determine is inappropriate, abusive, hateful, harassing, profane, defamatory, threatening, hateful, obscene, sexually explicit, infringing, privacy-invasive, vulgar, offensive, indecent or unlawful.
- Post or transmit a message for any purpose other than personal communication. Prohibited messages include advertising, spam, chain letters, pyramid schemes and other types of solicitation or commercial activities.
- Impersonate another person or falsely imply that you are one of our employees or representatives.

- Improperly use in-game support or complaint buttons or make false reports to us.
- Use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, "data mine" or in any way reproduce or circumvent the Content, navigational structure or presentation of our Services;
- Harvest, phish for, or collect any kind of private information of other users of our Services, such as passwords.
- Use or distribute unauthorized software programs or tools when using our Services, such as "auto" software programs, "macro" software programs, "cheat utility" software program or applications, exploits, cheats, or any other game hacking, altering or cheating software or tool.
- Modify any file or any other part of our Service that we do not specifically authorize you to modify.
- Use exploits, cheats, undocumented features, design errors or problems in our Services.
- Use or distribute counterfeit software or Content associated with our Services, including Virtual Features.
- Attempt to use our Services on or through any service that we do not control or authorize.
- Sell, buy, trade or otherwise transfer or offer to transfer your Account, any personal access to our Services, or any Content associated with your Account, including Virtual Features, either within our Services or on a third-party website, or in connection with any out-of-game transaction.
- Use our Services in a jurisdiction in which we are prohibited from offering such services under applicable export control laws.
- Engage in any other activity that significantly disturbs the peaceful, fair and respectful gaming environment of our Services.
- Use information about users publicly available in any of our Services (e.g., on a leaderboard) for any purpose unrelated to our Services, including to attempt to identify such users in the real world.
- Transfer any of our Services to a foreign national, or national destination, that is prohibited by U.S. and other export control laws.
- Promote, encourage or take part in any prohibited activity described above.
- Distribute the Services on a rooted or "jailbroken" device.

Some of our Services may post additional rules that apply to your conduct on those services.

If you encounter another user who is violating any of these rules, please report this activity to us using the "Help" or "Report Abuse" functions in the relevant Service, if available, or contact us at <https://support.fallguys.com/>. We will review the report and may, at our sole discretion, take action against anyone who violates our Rules of Conduct, such as by revoking access to certain or all of our Services and terminating their Account. We may also take such actions, at our sole discretion, in respect of anyone who knowingly submits a false report in bad

faith.

We may, but are not obliged to, monitor or record online activity or Content on our Services at our sole discretion.

9. Notice and Copyright 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 as determined by us, users or account holders who are deemed to be repeat infringers of the copyrights of others. We 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 in the 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 see 17 U.S.C. § 512(c)(3) for the requirements of a proper DMCA Notice. Also, please note that if you knowingly misrepresent that any activity or material on the Services is infringing, you may be liable to us for certain costs and damages.

10. Termination

This Agreement is effective until terminated by you or us. You may terminate this Agreement by deleting all copies of the software and no longer using any of our Services. We may suspend or terminate your Account and your use of any of our Services at our sole discretion, including where we consider that your use of our Services breaches this Agreement or applicable law, or where we choose not to continue providing any Service to any person for any reason. If we take any action described in this Section, any license you may have under this Agreement will terminate and, to the fullest extent permitted by applicable law, you will not be entitled to a refund, credit or any other reimbursement for any payments you made for any Services, including any Virtual Features. Our exercise of any of our rights under this Agreement shall not prejudice any remedies to which we may be entitled under law or equity. Sections 3, 5 and 9-22 of this Agreement shall survive termination of this Agreement.

11. Third-Parties

This Agreement has been agreed for the benefit of the Epic Parties who may independently enforce the terms of

this Agreement against you.

12. Privacy

The developer and operator of "Fall Guys" is Mediatonic Limited. Mediatonic Limited processes personal information about players of the game in accordance with its Privacy Policy. You acknowledge that you have read and understand our Privacy Policy (<https://www.epicgames.com/site/privacypolicy>).

13. Third-Party Content

Our Services may include hyperlinks to third-party websites and services. We do not control those websites and services and are not responsible for their content or for their collection, use or disclosure of your personal information.

14. Disclaimers

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE PROVIDE OUR SERVICES "AS IS", "WITH ALL FAULTS", "AS AVAILABLE" AND WITHOUT WARRANTY OR CONDITION OF ANY KIND. YOU USE OUR SERVICES AT YOUR OWN RISK. MEDIATONIC LIMITED, EGFG LLC, EPIC GAMES, INC., THEIR RESPECTIVE AFFILIATES AND SUBSIDIARIES, AND ALL OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS, ASSIGNS, SUCCESSORS, SHAREHOLDERS, PARTNERS AND SUPPLIERS ("EPIC PARTIES") HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE.

WITHOUT LIMITING THE FOREGOING, WE GIVE NO EXPRESS, IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS, INCLUDING IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY RIGHTS, OR WARRANTIES OR CONDITIONS ARISING FROM A COURSE OF DEALING, USAGE OR PRACTICE. WE DO NOT WARRANT OR CONDITION AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF OUR SERVICES; THAT OUR SERVICES WILL MEET YOUR REQUIREMENTS; THAT OPERATION OF OUR SERVICES WILL BE UNINTERRUPTED, SECURE, AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, OR FREE FROM ERRORS, BUGS, CORRUPTION, LOSS, INTERFERENCE, HACKING, VIRUSES OR OTHER HARMFUL COMPONENTS; OR THAT OUR SERVICES WILL INTEROPERATE OR BE COMPATIBLE WITH ANY OTHER SOFTWARE.

15. Limitations of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EPIC PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING FOR LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT LIMITING THE FOREGOING, YOU EXPRESSLY AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGES OR LOSSES RESULTING FROM:

1. YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE OUR SERVICES;
2. ANY CONDUCT OR CONTENT OF ANY THIRD PARTY USING OUR SERVICES;
3. ANY CONTENT OBTAINED FROM OUR SERVICES;
4. ANY USE OR NON-USE OF YOUR STREAMING FOOTAGE; OR
5. UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

FURTHER, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EPIC PARTIES' AGGREGATE LIABILITY WILL NOT EXCEED THE TOTAL AMOUNTS YOU HAVE PAID (IF ANY) FOR THE SERVICES UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY.

16. Indemnification

This section only applies to the extent allowed by the laws of your jurisdiction. If the laws of your jurisdiction do not allow you to enter into the indemnification obligation below, then you assume, to the extent permitted by the laws of your jurisdiction, 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 indemnify, pay the defense costs of, and hold harmless the Epic Parties from and against any and all claims, demands, actions, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorney and expert witness fees) arising out of or in connection with (i) any claim that, if true, would constitute your breach of this Agreement or your negligence, (ii) any act or omission by you in using the Services, or (iii) your UGC. You agree to reimburse the Epic Parties on demand for any defense costs incurred by the Epic Parties and any payments made or loss suffered by the Epic Parties, whether in a court judgment or settlement, based on any matter covered by this section.

17. Governing Law

This Agreement shall be governed and construed in accordance with the laws of North Carolina, United States of America, without regard to its conflict of law provisions. For any claims and disputes not subject to the arbitration agreement in Section 18 below, exclusive jurisdiction for any claim or action arising out of or relating to this Agreement or our Services shall be 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, and you expressly consent to the exercise of personal jurisdiction of such courts.

18. Dispute Resolution by Binding Arbitration

PLEASE READ THIS SECTION CAREFULLY. IT 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. YOU HAVE A TIME-LIMITED RIGHT TO OPT OUT OF THIS REQUIREMENT TO ARBITRATE, AS EXPLAINED BELOW.

BY ACCEPTING THE TERMS OF THIS AGREEMENT, YOU AND WE EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION.

This Section offers a streamlined way to resolve disputes between you and us if they arise. Most of your concerns can be resolved by contacting customer service at <https://support.fallguys.com/>. If we cannot resolve your concern, you and we agree to be bound by the procedure set forth in this Section to resolve any and all disputes between us.

This Section is an agreement between you and us, and applies to our respective agents, employees, affiliates, predecessors, successors, beneficiaries and assigns. This agreement to arbitrate evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Section.

(A) Claims Covered by Arbitration

All disputes, claims or controversies arising out of or relating to this Agreement, any of our Services and their marketing, or the relationship between you and us ("Disputes") shall be determined exclusively by binding arbitration. This includes claims that accrued before you entered into this Agreement. The only Disputes not covered by this Section are claims (a) regarding the infringement, protection or validity of your, our or our licensors' trade secrets or copyright, trademark or patent rights; or (b) brought in small claims court.

(B) Informal Negotiations

You and we shall first attempt to resolve any Dispute informally for at least 30 days before initiating arbitration. The informal negotiations commence upon receipt of written notice from one person to the other ("Notice of Dispute"). The Notice of Dispute must: (a) include the full name and contact information of the complaining party; (b) describe the nature and basis of the claim or dispute; and (c) set forth the specific relief sought. We will send our Notice of Dispute to your billing or email address. You will send your Notice of Dispute by contacting customer service at <https://support.fallguys.com/>. 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. You or we cannot proceed to arbitration without having first sent a compliant Notice of Dispute and completing the Informal Resolution period. In the event of disagreements over whether a compliant Notice of Dispute was sent or an arbitration was filed without completing this informal resolution process, the party aggrieved by this failure can seek relief from a court with appropriate jurisdiction to enjoin the arbitration from proceeding until this informal resolution has been completed, and to order the party that has not followed the informal resolution process to reimburse the other

party for any arbitration fees and costs already incurred.

(C) Binding Arbitration

If you and we cannot resolve a Dispute informally, subject to the exceptions in subsection (A) and this subsection (C), you or we will have the Dispute finally and exclusively resolved by a single arbitrator in binding arbitration. The arbitration shall be administered 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 this Agreement. The arbitration will be conducted in the English language and the arbitrator will be bound by this Agreement. Under no circumstances shall arbitration be conducted on a class basis without Mediatonic’s express consent. If this prohibition on class arbitrations is found invalid, unenforceable, or illegal, it will not be severable, and this entire Section 18, except Section 18(D) and the jury trial waiver, will be void and unenforceable and any dispute will be resolved in court.

Instructions for filing a Demand for Arbitration with NAM are available on the NAM website or by emailing NAM at commercial@namadr.com. 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. We will send any Demand for Arbitration to your registered email address and any billing address You have provided us.

Your arbitration fees and your share of arbitrator compensation shall be governed by the Rules. If such costs are determined by the arbitrator to be excessive, or if you send us a notice to the Notice of Dispute address above indicating that you are unable to pay the fees required to initiate an arbitration, we may pay the relevant arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone or online.

The arbitrator shall make a decision in writing, and shall provide a statement of reasons if requested by either party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. You and we may litigate in court to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

(D) 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 this Agreement. You or we 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. Demands for Arbitration in Coordinated Cases shall only be filed with the arbitration provider as permitted by the bellwether process set forth below. Claimants in Coordinated Cases 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 received by a party until, under the terms of this Agreement, the Coordinated Case is filed in arbitration or, as provided for

below, in court.

Once counsel in the Coordinated Cases has advised us that all or substantially all Notices of Dispute have been provided for those cases, counsel for the parties shall confer in good faith regarding the number of cases that should proceed in arbitration as “bellwethers,” to allow each side a reasonable opportunity to test the merits of its arguments. If counsel for 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, in the arbitration provider’s discretion, by a process arbitrator). Factors that the arbitration provider may consider in deciding how many bellwether trials to order include the complexity of the dispute and differences in facts or applicable laws among various cases. Once the number of bellwethers is fixed, by agreement or by the arbitration provider, 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. No other cases may be filed until those bellwether matters have concluded, and we may not be required to pay any fees associated with arbitration demands other than those permitted to be filed as bellwethers. The parties acknowledge that resolution of Coordinated Cases not selected as bellwethers will be delayed by this bellwether process.

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

Only bellwether trials will proceed in arbitration. Once all bellwether trials have concluded (or sooner if the counsel for the claimants and for us agree), the parties must engage in a single mediation of all remaining Coordinated Cases, with each side paying half the applicable mediation fee. Counsel for us and counsel for the claimants must agree on a mediator within 30 days after the conclusion of the last bellwether trial. If counsel us and counsel for claimants cannot agree on a mediator within 30 days, the arbitration provider will appoint a mediator as an administrative matter. Counsel for us and counsel for 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 Coordinated Cases for which a compliant Notice of Dispute was received by the other party but that were not resolved in bellwether proceedings. 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 the Agreement to venue such cases exclusively in these courts. Nothing in this paragraph shall be construed as prohibiting either you or us 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 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. Any party may contest class certification at any stage of the litigation and on any available basis.

The state courts of Wake County, North Carolina or, if federal jurisdiction exists, the United States District Court for the Eastern District of North Carolina, shall have authority to enforce this bellwether process and may enjoin the filing of lawsuits or arbitration demands not made in compliance with it. You consent to the jurisdiction of such courts for this purpose.

(E) Class Action Waiver

To the maximum extent permitted by applicable law, for any dispute not subject to the requirement to arbitrate (except to the limited extent discussed above for Coordinated Cases, YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN OUR OR YOUR 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 ACTS IN A REPRESENTATIVE CAPACITY (E.G., PRIVATE ATTORNEY GENERAL ACTIONS); OR CONSOLIDATE OR COMBINE INDIVIDUAL PROCEEDINGS OR PERMIT ANOTHER TO DO SO WITHOUT THE EXPRESS CONSENT OF ALL PARTIES).

(F) Location

If an in-person hearing is required, the hearing will take place either in Wake County, North Carolina, or where you reside; you choose. Any decision or award may be enforced as a final judgment by any court of competent jurisdiction or, if applicable, application may be made to such court for judicial acceptance of any award and an order of enforcement.

(G) Changes to this Arbitration Agreement

Although we may revise this Agreement at our discretion, we do not have the right to alter the terms of arbitration 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.

(H) Severability

If any clause within this Section (other than the prohibition on class arbitrations) is deemed illegal or unenforceable, that clause will be severed from this Section, and the remainder of this Section will be given full effect.

(I) Your 30-Day Right to Opt Out

You have the right to opt out of and not to be bound by the arbitration requirement set forth in this Agreement. To exercise this right, You must send written notice of your decision 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. Your notice must include your name, mailing address, and account name you use while playing Fall Guys, and state that you do not wish to resolve disputes with us through arbitration. To be effective, this notice must be postmarked or deposited within 30 days of the date on which you first accepted this Agreement unless a longer period is required by applicable law; otherwise you will be bound to arbitrate disputes in accordance with

this section. You are responsible for ensuring that we receive your opt-out notice, so you may wish to send it by a means that provides for a delivery receipt. If you opt out of these arbitration provisions, we will not be bound by them with respect to Disputes with you.

19. Amendments

Only we may amend this Agreement. You should review this Agreement regularly to take notice of any amendments. Your continued use of our Services after their effective date means you accept such amendments. If you do not agree to the amended Agreement, immediately stop using our Services.

20. Assignment

We reserve the right to assign this Agreement to another party without notice to you, to the extent permitted by applicable law. You may not sublicense, assign, transfer or delegate any of your rights or obligations under this Agreement to any third party without our prior written consent. Any attempted sublicense, assignment, transfer or delegation in violation of this article shall be void.

21. General Terms

Any use of the words "include", "includes" or "including" in this Agreement shall be interpreted to include "but not limited to" after them. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement shall continue in effect. No waiver of any term or condition of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and our failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. This Agreement, together with any other of our terms that govern your use of our Services, constitutes the entire agreement between you and us. As a consumer, you may have rights under applicable local laws that cannot be excluded, limited or changed. Those rights take priority over anything in this Agreement.

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

The estimated average monthly active recipients in the European Union of Fall Guys for the past six months was 1.4M.

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.