



Redfall EULA

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Any and all uses of the Game are governed by the terms of this End User License Agreement and the ZeniMax Terms of Service. To play the Game, you must (a) obtain from ZeniMax access to the Game and (b) download the Game Client (as defined below). The ZeniMax Terms of Service are hereby incorporated into and form a part of this End User License Agreement by this reference as if such provisions were fully restated in this End User License Agreement. The End User License Agreement is a “EULA” and constitutes “Supplemental Terms” as contemplated by the ZeniMax Terms of Service. The Game is made available and distributed solely for use by authorized end users according to the terms of this Agreement, including the ZeniMax Terms of Service. Any use, reproduction, modification or distribution of the Game not expressly authorized by the terms of this Agreement is expressly prohibited. You agree that the Game, the Game Client, other Game related software, Content (as defined in the Terms of Service) specific to the Game and your access to and use of the Game are all a “Service” for the purposes of this Agreement, including the ZeniMax Terms of Service. Any rights not granted to you in this Agreement are reserved by ZeniMax. You have previously acknowledged that ZeniMax may process your personal information in accordance with the ZeniMax Privacy Policy which is available at <https://bethesda.net/en/document/privacy-policy> and you have agreed to the ZeniMax Code of Conduct which is available at <https://bethesda.net/en/document/code-of-conduct>. The Code of Conduct is incorporated into this End User License Agreement by this reference and forms a part of this End User License Agreement as if it were fully restated in this End User License Agreement. All personal information collected and processed by ZeniMax in connection with this End User License Agreement will be collected and processed in accordance with the ZeniMax Privacy Policy. YOU SHOULD PRINT A COPY OF THIS END USER LICENSE AGREEMENT, THE TERMS OF SERVICE, THE PRIVACY POLICY AND THE CODE OF CONDUCT FOR YOUR RECORDS AND FOR FUTURE REFERENCE. All software programs and any and all files that are delivered to you or made available to you by ZeniMax, directly or indirectly through a ZeniMax authorized reseller or distributor, (via on-line access, transmission, download or otherwise), including any “patcher”, “installer”, and any updates and modifications to such software programs, and any and all copies and derivative works of such software programs (collectively, with the Game Client (defined below), the “Game”) is the copyrighted work of ZeniMax and its affiliates. THE GAME IS LICENSED, NOT SOLD, TO YOU.

LIMITED LICENSE; RESTRICTIONS AND OWNERSHIP If you agree to this Agreement, you may download and install the computer software (hereafter referred to as the “Game Client”) onto your computer or console for the sole purpose of playing the Game by registering for and accessing an account with the Service (the “Account”). Additional terms applicable to your Account are set forth in the ZeniMax Terms of Service. Subject to your compliance with all the terms and conditions in this Agreement, ZeniMax hereby grants, and you hereby

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In addition to the restrictions, conditions and limitations set forth in the ZeniMax Terms of Service and the ZeniMax Code of Conduct, the license granted to you in this End User License Agreement is subject to the

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use cheats, automation software (bots), hacks, mods or any other unauthorized third-party software designed to modify the Game or adversely impact any other persons playing of the Game or his/her experience of playing the Game; exploit the Game or any of its parts, including without limitation the Game Client, for any commercial purpose (including without limitation renting, leasing or licensing the Game to others), including without limitation (a) for gathering Virtual Currency (as defined in the ZeniMax Terms of Service), items or resources for sale outside the Game; or (b) performing in-game services in exchange for payment outside the Game, e.g., power-leveling; use any unauthorized third-party software that intercepts, "mines", or otherwise collects information from or through the Game or the Service, including without limitation any software that reads areas of RAM used by the Game to store information about a character or the game environment; provided, however, that ZeniMax may, at its sole and absolute discretion, allow the use of certain third party user interfaces and other third party software; modify or cause to be modified any files that are a part of the Game Client in any way not expressly authorized by ZeniMax; host, provide or develop matchmaking services for the Game or intercept, emulate or redirect the communication protocols used by ZeniMax in any way, for any purpose, including without limitation unauthorized play over the internet, network play, or as part of content aggregation networks;

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Monitoring and Updates. If you request any technical support from ZeniMax, subject to your consent ZeniMax may remotely access and review the computer onto which you have loaded the Game Client for purposes of

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You understand and agree that (a) any and all Game related character data is stored and is resident on ZeniMax computers and servers and (b) any and all communications that you make within the Game (including, but not limited to, messages solely directed at another player or group of players) traverse through ZeniMax computers and servers and may or may not be monitored by ZeniMax or ZeniMax's agents. You expressly consent to such monitoring of such communications that you send and receive. The ZeniMax Terms of Service and the ZeniMax Privacy Policy include further terms and conditions applicable to the accessing, monitoring and recording of activities and communications on and relating to the Service, including but not limited to when ZeniMax may report incidents to law enforcement and other authorities. All personal information collected and processed by ZeniMax as part of the activities set out in this clause 6 will be collected and processing accordance with the ZeniMax Privacy Policy[<https://bethesda.net/en/document/privacy-policy>] and the terms of the Agreement.

TERMINATION.

This End User License Agreement starts at the time you accept this End User License Agreement and it will remain effective until terminated. You may terminate this End User License Agreement at any time by (i) permanently destroying all copies of the Game in your possession or control and (ii) removing the Game Client from your hard drive. Subject to the Statutory Obligations (as defined in Section 1 of the ZeniMax Terms of Service), ZeniMax may terminate this End User License Agreement at any time for any reason or no reason (including at such time as ZeniMax elects to discontinue offering the Game). Upon termination by ZeniMax for any reason, all licenses granted in this Agreement (including in the ZeniMax Terms of Service) with respect to the Game that is the subject of this End User License Agreement shall immediately terminate and you must immediately do (i) and (ii) above. Termination for no reason will be communicated to you by ZeniMax.

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The Game may not be exported, re-exported, downloaded or otherwise transferred (i) to or into (collectively, an "Export") any country which requires an Export license or which the United States Government prohibits Exports, including any such country subject to economic sanctions or (ii) to any person or entity prohibited from receiving goods or services of U.S. origin. You represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list. This Section 8 will survive the termination of this Agreement. WARRANTY.

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If (i) you misuse the Game Service or breach this Agreement or (ii) any contributions, actions or omissions by you in connection with your use of the Game Service results in ZeniMax incurring any liabilities, damages, losses, costs and expenses (including without limitation attorneys' fees and court costs), then you agree to reimburse ZeniMax and its affiliates and other participants of the Service from all such liabilities, damages, losses, costs and expenses. If a third party sues ZeniMax for either or both of (i) or (ii) above, ZeniMax reserves the right to control the defense and settlement of such third party lawsuit, and you agree to reimburse ZeniMax for the cost of the defense, including, but not limited to, reasonable and documented attorneys' fees. This Section 10 shall survive termination of this Agreement.

CHANGES TO THE AGREEMENT. ZeniMax may replace this End User License Agreement with new versions (each a "New EULA") over time as the Game and the law evolve. This End User License Agreement will terminate immediately upon the introduction of a New EULA, and you will be given an opportunity to review the New EULA in accordance with the change provisions set out in the ZeniMax Terms of Service. New EULAs will not be applied retroactively. Your continued use of the Software and play of the Game after a modification of the EULA will be deemed as your acceptance of any modified terms. U.S. GOVERNMENT RESTRICTED RIGHTS.

The Game is a Commercial Item developed exclusively at private expense and comprised of "commercial computer software" and "commercial computer software documentation", as these terms are defined in the applicable acquisition regulations, including without limitation the Federal Acquisition Regulation ("FAR") at 48 C.F.R. 2.101. The Game is licensed to U.S. Government End Users subject to the terms of this Agreement, as specified in 48 C.F.R. 12.212 (Computer Software) and 12.211 (Technical Data) (for civilian agencies), and as specified in 48 C.F.R. 227.7202-3 and 48 C.F.R. 227.7202-4, consistent with 48 C.F.R. 227.7202 (for Department of Defense entities). Solely with respect to the U.S. Government's rights in the Game, this U.S. Government License Rights clause is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision of the contract under which this Game is obtained. The Manufacturer is ZeniMax.

GOVERNING LAW. For residents of North America, this Agreement and all Disputes (as defined in the Disputes Provision) shall be governed by the laws of the State of Maryland, USA, excluding its conflicts of laws rules and principles that would result in another State or country's laws applying to this Agreement or any Disputes, and excluding the United Nations Convention on Contracts for the International Sale of Goods, the Uniform

Computer Information Transactions Act ("UCITA"), and any laws based on UCITA. For clarity, the terms in this paragraph shall control over any conflicting terms in the ZeniMax Terms of Service, including without limitation any terms that would result in another State's or country's laws applying to this Agreement or any Disputes. If you reside outside of North America, then this Agreement and all Disputes shall be governed by the laws of England, excluding its conflicts-of-law rules and principles that would result in another State or country's laws applying to this Agreement or any Disputes, and excluding the United Nations Convention on Contracts for the International Sale of Goods. Local mandatory laws may be applied. Notwithstanding the Disputes Provision, you agree that ZeniMax shall be entitled to injunctive relief, specific performance and equitable remedies with respect to breaches of Sections 1 or 3 of this Agreement, in addition to such other remedies as ZeniMax may otherwise have under applicable law.

This Section 13 will survive the termination of this Agreement. MISCELLANEOUS. This End User License Agreement along with the ZeniMax Terms of Service and the ZeniMax Code of Conduct constitute and contain the entire agreement between you and ZeniMax with respect to the subject matter hereof and supersedes any prior oral or written agreements. This End User License Agreement shall coexist with, and shall not supersede, the ZeniMax Terms of Service or the ZeniMax Privacy Policy. To the extent that the provisions of this End User License Agreement conflict with the provisions of the ZeniMax Terms of Service, and unless expressly indicated otherwise in this Agreement, the conflicting provisions in this End User License Agreement shall control and shall govern. Except as specifically provided in the Disputes Provision, if any part of this Agreement is held invalid or unenforceable, that portion shall be interpreted in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of such part, and the remaining portions of this Agreement shall remain in full force and effect. The failure of ZeniMax to exercise or enforce any right or provision of this Agreement will not constitute waiver of such right or provision. Any waiver of any provision of this Agreement will be effective only if in a writing signed by ZeniMax. You agree that this Agreement and ZeniMax's enforcement of this Agreement, are not intended to confer and do not confer any rights or remedies upon any person other than you and ZeniMax. This Section 14 shall survive the termination of this Agreement for any reason.

I hereby acknowledge that I have read and understand all the terms and conditions in this Agreement. By clicking AGREE, I acknowledge and agree to be bound by all the terms and conditions of this Agreement, which includes my express consent to ZeniMax's use of Anti-Cheat Tools as described herein.