

Ubisoft Store Terms of Sale

THESE TERMS OF SALE ARE A LEGAL DOCUMENT THAT EXPLAINS YOUR RIGHTS AND OBLIGATIONS AS A CUSTOMER. PLEASE READ THESE TERMS OF SALE CAREFULLY. IF YOU DO NOT AGREE TO THESE TERMS OF SALE, YOU MUST NOT ORDER ANY UBISOFT PRODUCT THROUGH THE UBISOFT STORE. BY ORDERING ANY UBISOFT PRODUCT THROUGH A UBISOFT STORE, YOU SIGNIFY YOUR ACCEPTANCE OF THIS AGREEMENT. THESE TERMS OF SALE MAY CHANGE FROM TIME TO TIME, SO PLEASE REVIEW THEM UPON SUBMISSION OF EACH ORDER, EVEN IF YOU HAVE REVIEWED THEM BEFORE. AT ALL TIMES, YOU ARE SOLELY RESPONSIBLE FOR REMAINING KNOWLEDGEABLE ABOUT, AND IN COMPLIANCE WITH, THESE TERMS OF SALE.

ALL ORDERS ARE SUBJECT TO YOUR CONSENT TO ANY APPLICABLE END USER LICENSE AGREEMENT ("EULA") OR OTHER USAGE TERMS IS DELIVERED WITH, INCLUDED IN, OR PRESENTED IN CONNECTION WITH A UBISOFT PRODUCT. IF YOU DO NOT AGREE TO THE EULA OR USAGE TERMS ONCE YOU SEE THEM, DO NOT ACCEPT THEM AND CONTACT CUSTOMER SUPPORT AS DETAILED HEREIN.

ALL ACCEPTED ORDERS ARE FINAL, NON-CANCELABLE AND NON-REFUNDABLE, EXCEPT AS SPECIFIED HEREIN AND/OR IN A RETURNS POLICY APPLICABLE TO YOUR PURCHASE.

1. Scope

These Terms of Sale (the "**Terms of Sale**") shall govern all purchases of software products and digital content, including without limitation, videogames (whether supplied in a tangible medium or through a link to download), in game currency, additional or downloadable content, season pass, pre-paid cards, gift cards, Ubisoft collectibles such as figurines, toys, books, t-shirts and other accessories (altogether the "**Ubisoft Products**"), any of which is available on store.ubi.com, in the Ubisoft Connect PC application or on any other Ubisoft affiliated website (the "**Ubisoft Stores**"). These Terms of Sale constitute a binding legal contract between you ("**you**") and Ubisoft Inc., a California corporation having its registered address at 300 Mission Street, 20th Floor, San Francisco, CA 94105, United States of America ("**Ubisoft**" or "**we**", "**us**", "**our**" used herein all relate to Ubisoft).

The products and services described on this website are available only for purchase and use in Canada. It is your responsibility to ascertain and obey all applicable laws and regulations with respect to the purchase, possession and use of any product or service ordered via the website.

These Terms of Sale are incorporated by reference and make a part of Ubisoft's Terms of Use, available at <http://legal.ubi.com/termsfuse> ("**Terms of Use**"). All capitalized terms used but not defined herein shall have the meaning given to them in the Terms of Use.

Ubisoft's Privacy Policy is also an integral part of these Terms of Sale and can be found at <https://legal.ubi.com/privacypolicy> ("**Privacy Policy**"). Our Privacy Policy governs the collection and use of information through the Ubisoft Stores. By submitting your personally identifiable information to us in relation to your order, you consent to such information being processed to fulfill your order in accordance with our Privacy Policy. The Privacy Policy is incorporated by reference into and is made a part of these Terms of Sale.

2. Description of Ubisoft Products.

2.1 We attempt to describe and show the Ubisoft Products available for purchase through the Ubisoft Stores as accurately as possible. However, we do not warrant that the prices, quotations, anticipated delivery dates, pictures and descriptions made or referred to on the Ubisoft Stores or any related websites are accurate, complete, reliable, current, or error-free. The prices, quotations and descriptions made on the Ubisoft Stores are subject to availability, do not constitute an offer and may be withdrawn or revised at any time prior to our express Acceptance of your order (as described and defined below).

2.2 All Ubisoft Product specifications, illustrations, drawings, pictures, particulars, dimensions, performance data and other information on the Ubisoft Stores or related pages, or otherwise made available by us are intended to represent no more than a general illustration of the Ubisoft Products and do not constitute a warranty or representation by us that the Ubisoft Products will conform with the same. You must refer to any specific manufacturer's specifications or warranty documentation to determine your rights and remedies in this regard.

2.3 While we make every effort to ensure that items appearing on the Ubisoft Store are available, we cannot guarantee that all items are in stock or immediately available when you submit your order. We may reject your order (without liability) if we are unable to process or fulfill it. If this is the case, we will refund any prior payment that you have made for that item, including any shipping or handling charges.

3. Order

3.1 To order a Ubisoft Product, you must be 13 years or older and create an account ("Account"). You are solely responsible for all activity on your Account and for the security of your computer system. You may not reveal, share or otherwise allow others to use your password or Account. You agree that you are personally responsible for the use of your password and Account and for all of the communication and activity with Ubisoft that results from use of your login name and password. You may not sell or charge others for the right to use your Account, or otherwise transfer your Account. Please inform Ubisoft immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be used in an unauthorized manner. As the Account holder, you are responsible for all charges incurred, including applicable taxes, and all purchases made by you or anyone that uses your Account, including your family or friends. If you cancel your Account, Ubisoft reserves the right to collect fees, surcharges or costs incurred before cancellation. Any delinquent or unpaid Accounts must be settled before Ubisoft can allow you to register again.

3.2 To make a purchase on a Ubisoft Store, simply browse through the Ubisoft Products available on the Ubisoft Store and click on the Ubisoft Products that you wish to buy to add them to your shopping cart. After you have finished shopping, click on "Checkout" and you will be asked to log in or create a personal Ubisoft Account ("**Account**") before providing additional information needed to complete your order. For more details on how to open an Account, please refer to our Terms and Use, accessible at <http://legal.ubi.com/termsfuse>.

3.3 By clicking the "Confirm your order" button on the applicable Ubisoft Store, you (a) acknowledge that (i) your order will be bound by these Terms of Sale, (ii) Ubisoft is authorized to charge you for your order and (b) represent that (i) you have legal capacity to enter into a contract with us or have obtained the consent from your legal guardian to enter into such contract and your legal guardian has agreed to these Terms of Sale, (ii) you provided true and accurate information during the ordering process, (especially, you will not use VPNs or other methods to manipulate your true location). As applicable, Ubisoft reserves the right to ask you for more information to confirm that your order has been authorized by your legal guardian.

3.4 Once you have clicked the "Confirm your order" button, your order will be transmitted to us. Your order is an offer to us to buy the Ubisoft Product(s) in your order. Once your payment has been processed, you will receive a purchase confirmation email and the corresponding Ubisoft Product will be delivered or made available to you (as further detailed in Section 3), in accordance with your order.

3.5 An order submitted by you only constitutes an offer by you to us to purchase Ubisoft Products pursuant to these Terms of Sale at the price and on the terms stated in the order, and is subject to our subsequent Acceptance (as defined below), irrespective of whether the button or link you press or activate to submit your order to us includes words such as "Confirm your order" or otherwise indicates that it is the final step in completion of your order. Any order confirmation email received by you prior to our Acceptance shall constitute an acknowledgement of our receipt of your offer only, and not an acceptance of your offer.

3.6 You acknowledge and agree that if you are placing an order through a website, by clicking or activating the button or hyperlink to submit your order, you are placing a legally binding offer. You consent to:

(i) the use of electronic communications in order to enter into contracts and place orders with us; and (ii) the electronic delivery of notices, policies and records of transactions initiated or completed by you online. You have the right to withdraw your consent to electronic contracting and to electronic delivery, but if you do, we may cancel your order. If you do not consent to receive any notices electronically, you must stop using the Ubisoft Shop.

3.7 Orders cannot be cancelled or changed online once they are submitted. If you have any questions concerning your order, please contact customer service at the address(es) in Section 12 below.

3.8 Given the popularity of some products, we reserve the right to limit the quantities of items that can be purchased.

4. Acceptance

4.1 Your Ubisoft Product order is a binding offer by you to Ubisoft to purchase the relevant products. Upon the placement of an order an ensuing and immediate confirmation message will be displayed followed by a confirmation email to you. Such automatic confirmation does not constitute an acceptance by Ubisoft of your order, but a notice of acknowledgement. Our acceptance of your order only occurs at such time that we have both (a) dispatched or otherwise provide you with access to the Ubisoft Product, and (b) received payment of the purchase price of your order through settlement of funds via your provided credit card or other payment method ("**Acceptance**"). We may cancel your order at any time and for any lawful reason prior to Acceptance. Prior to Acceptance, an automatic e-mail acknowledgement of your order may be generated. Please note that any such automatic acknowledgement does not constitute a formal acceptance of your order.

4.2 We may keep records of orders received, acknowledgements, acceptances and other contract records after Acceptance for a period not to exceed the maximum period permitted by law. We may be able to provide you with copies on written request; however you must make sure you print a copy of all such documents and these Terms of Sale for your own records.

4.3 If we have cause to believe that you are unable to pay your debts as they fall due, you fail to pay any amount by the due date or breach any of these Terms, we believe you have engaged in fraud or criminal activity in connection with your use of the Ubisoft Stores, or we are unable to process payment to the payment method you provided with your offer, then, without prejudice to any of our other rights, we may do any or all of the following: (a) stop any Ubisoft Products in transit to you; (b) suspend further deliveries of a Ubisoft Product if on an ongoing basis; and/or (c) cancel any and all other contracts between us and you.

5. Pricing and Payment Methods

5.1 Pricing. All prices, discounts and descriptions made available on the Ubisoft Stores are subject to availability, and may be withdrawn or revised at any time. While we try to be as accurate as possible in the descriptions regarding the Ubisoft Products, there may be errors in the information displayed to you. Prices may be indicated on the Ubisoft Store or an order acknowledgement, but the authoritative price in the event of any discrepancy, is the price in effect at the time of Acceptance through the charge placed through your selected payment method. Payment shall be made by the payment method selected during your order completion process. We will charge credit or debit cards on dispatch or commencement of the Ubisoft Product. We reserve the right to verify and/or authorize credit or debit card payments prior to Acceptance. For that reason, we reserve the right to notify you of any errors in Ubisoft Product descriptions or in the Ubisoft Product price prior to the Ubisoft Product dispatch. If the price of a Ubisoft Product is incorrect, regardless of whether it is an error in a price posted on the Ubisoft Store or otherwise communicated to you, then we reserve the right, at our sole discretion, to cancel your order and refund to you the amount that you paid, regardless of how the error occurred. Except as expressly provided elsewhere in these Terms of Sale, payment may be taken in full notwithstanding any claim for short delivery or defects.

5.2 Shipping and Handling. Prices do not include shipping and handling, expedited service, or sales taxes, if applicable, which will be added to your total price. You are responsible for any shipping and handling charges and state/provincial/territorial and local sales or use taxes that may apply to your order.

5.3 Payment methods. Ubisoft offers various payment methods on its Ubisoft Stores, some of which are managed by third-party payment and billing providers for which additional terms and costs may apply. Please review such additional terms and costs carefully. You may also be required to create an account with such third-party provider. You agree that Ubisoft may, at its sole discretion and without further notice, determine and change the availability of certain payment solutions, from time to time without any liability to you. Ubisoft may share with its technical partners certain of your personal and purchase information, in accordance with the Privacy Policy. We reserve the right to suspend and/or revoke your Account and/or to restrict you from placing orders in the Ubisoft Stores and/or to restrict you from using certain payment methods, if we reasonably suspect that you have undertaken (or are attempting/have attempted to undertake) a fraudulent transaction.

5.4 Pre-purchases. For certain Ubisoft Products which are in development and not yet released, Ubisoft may make such Ubisoft Product available to you for pre-purchase. We may charge you the full price of the Ubisoft Products at the moment of the pre-purchase. In the event you pre-purchased a Ubisoft Product (and provided you were actually charged for such Ubisoft Product),

you will be entitled to cancel your pre-purchase and request for a refund at any time before the release of such Ubisoft Product. Please check our FAQ available at <https://support.ubisoft.com/Shop> for more information on pre-purchases.

6. Delivery.

6.1 We will only deliver the Ubisoft Products to you once we have received payment in full for the relevant Ubisoft Products.

6.2 Digital Content. You hereby expressly agree that the supply of digital content and the performance of our services shall begin following our sending of the purchase confirmation email relating to the applicable Ubisoft Product(s) (see Section 4.1).

6.3 Delivery Address. The places that we deliver to are listed on FAQ (the "**Territory**"). Delivery shall be to a valid address within the Territory submitted by you and subject to Acceptance ("**Delivery Address**"). You must check the Delivery Address on any order acknowledgement or Acceptance we provide, and notify us of errors or omissions as soon as possible. We reserve the right to charge you for any extra costs arising from changes you make to the Delivery Address after you submit an order. Ubisoft cannot be held responsible for delayed delivery or the loss of a package by postal services or couriers and ensuing consequences.

6.4 Installments. Where we deliver Ubisoft Products by installments, each installment constitutes a separate contract and any defect in any one or more installments shall not entitle you to repudiate the contract as a whole nor to cancel any subsequent installment.

6.5 Risk of Loss. Save as otherwise provided in these Terms of Sale, risk of loss of or damage to the Ubisoft Products passes to you

1. for Ubisoft Products delivered digitally, upon the provision to you of a download link or a license key via email or other electronic delivery method; and
2. for Ubisoft Products delivered physically, upon delivery of the Ubisoft product to the delivery location (if no signature is required for delivery, you accept all risk of loss for theft or loss of the delivered product following delivery to the delivery location).

6.6 Timeframe. We will commercially reasonable efforts to deliver your Ubisoft Product within the timeframe indicated on your purchase confirmation, but you acknowledge that this delivery timeframe is an estimate. Unless stated otherwise in your order, you acknowledge the on-time delivery is not an essential condition of your order.

7. Returns Policy; Damage and Loss in Transit; Product Warranty.

7.1 Returns Policy. Except as set out above or under any applicable specific returns policy listed on the Ubisoft Stores and applicable to your purchase of a Ubisoft Product ("**Returns Policy**") and subject to any rights you have under applicable law that cannot be excluded or limited by these Terms of Sale, we shall not be liable and you shall not be entitled to reject Ubisoft Products, except for:

1. Damage to or loss of Ubisoft Products or any part thereof in transit (where the Ubisoft Products are carried by our own transport or by a carrier on our behalf) for which you notify us in writing of such damage or loss within five (5) business days of your receipt of the Ubisoft Products (if damaged) or five (5) business days of the anticipated delivery date of the Ubisoft Products (if lost);
2. Defects in physical Ubisoft Products (not being defects caused by any act, neglect or default on your part) for which you notify us of such defect within thirty (30) days of your receipt of the Ubisoft Products.

7.2 Damage or Loss. Ubisoft shall not be liable for any damage or losses arising from defective installation of the Ubisoft Products, from the use of the Ubisoft Products in connection with other defective, unsuitable or defectively installed equipment, your negligence, improper use or use in any manner inconsistent with our or the manufacturer's specifications or instructions.

7.3 Refusal of Delivery. If you refuse or fail to take delivery of Ubisoft Products, any risk of loss or damage to the Ubisoft Products shall still pass to you, and without prejudice to any other rights or remedies we have:

1. We shall remain entitled to payment in full for the Ubisoft Products delivered;

2. We may effect delivery by whatever means we consider appropriate or store Ubisoft Products at your risk, and you shall be liable for, and shall pay on our demand, all costs of Ubisoft Product storage and any additional costs incurred as a result of such refusal or failure to take delivery; and
3. We shall be entitled thirty (30) days after the agreed date for delivery to dispose of Ubisoft Products in such manner as we determine and may set off any proceeds of sale against any sums due from you.

7.4 Shortage or Failure of Delivery. Where there is a shortage or failure to deliver, or any defect in or damage to a Ubisoft Product, we may at our option:

1. in the case of a Ubisoft Product shortage or non-delivery, make good any such shortage or non- delivery and/or
2. in the case of failure to perform or defective performance of a Ubisoft Product, make good such failure or defective performance; and/or
3. in the case of damage or any defect(s) in a Ubisoft Product and in accordance with any applicable Returns Policy either replace or repair the Ubisoft Product upon you returning the Ubisoft Product or refund the price paid in respect of a Ubisoft Product found to be damaged or defective, at our sole election.

However, your rights of repair or replacement of any Ubisoft Products or any part or parts thereof which are found to be defective will (except where agreed otherwise) be negated or rendered void where:

1. a Ubisoft Product has been repaired or altered by persons other than us or the manufacturer;
2. a defective Ubisoft Product has not been returned, together with full details in writing of the alleged defect(s), within 30 (thirty) days from the date on which such Ubisoft Product was delivered; and/or
3. defect(s) are due (wholly or partially) to mistreatment, improper use or storage or maintenance or installation, or failure to observe any manufacturers' instructions or other directions issued or made available by us in connection with a delivered Ubisoft Product.

7.5 Warranties. You may have the benefit of a manufacturer's, licensor's or supplier's warranty provided by the manufacturer, licensor or supplier to you in connection with your purchased Ubisoft Products. You should refer to the relevant documentation supplied with the Ubisoft Product in this regard. (If applicable, the Returns Policy may also set out procedures applicable to repairs or replacement of defective Ubisoft Products delivered.)

8. Software and Service Use Rights

8.1 Where a Ubisoft Product supplied is or includes software ("**Software**"), this Software is a limited and non-exclusive license to you (and not a sale to you) by the licensor/owner subject to their license agreement or terms included with such Software or presented during your checkout process or software installation process ("**License Terms**") for your personal and non-commercial use. In addition:

1. Such Software may not be copied, adapted, translated, made available, distributed, varied, modified, disassembled, decompiled, reverse engineered or combined with any other software, save to the extent that (i) this is permitted in the License Terms, or (ii) applicable law expressly mandates such a right which cannot legally be excluded by contract.
2. Save to the extent provided for in any applicable License Terms, your rights of return and/or to a refund under these Terms of Sale and any applicable Returns Policy **do not apply** in the event that you download the Software, open the Software shrink-wrap and/or break the license seal and/or use the Software.
3. Except to the extent expressly provided by us in writing or under relevant License Terms, Software is provided 'as is' without any warranties, terms or conditions as to quality, fitness for purpose, performance or correspondence with description and we do not offer any warranties or guarantees in relation to Software installation, configuration or error/defect correction. You are advised to refer to any License Terms with regards to determining your rights against a manufacturer, licensor or supplier of the Software.

8.2 With respect to your purchase of a service use right associated with a software-as-a-service, platform- as-a-service, or infrastructure-as-a-service offering operated and provided by a third party ("**Third Party Service**"), we are selling you an intangible right to access, use, and/or participate in such Third Party Service for a specified usage duration (a "**Service Use Right**") and we are not the provider or operator of such Third Party Service. Your use of a Third Party Service is subject to the relevant terms of use or other license terms between you and the Third Party Service operator (and not us) related to such Third Party Service ("**Service Terms**"). You agree and acknowledge that these Terms of Sale only apply to our sale of Service Use Rights to you, and do not apply to your use of a Third Party Service. The company or entity which operates the Third Party Service is solely responsible for fulfilling, operating and providing the Third Party Service for which we resell you a Service Use Right. You agree to hold us harmless from and against any liability resulting from your use of, or inability to use, a Third Party Service, except that we (either directly or through our subcontractor) will provide reasonable customer support to you in connection with the fulfillment to you of access credentials as part of your purchased Service Use Right. We disclaim any warranties, terms or conditions as to quality, fitness for purpose, performance or correspondence with description and we do not offer any warranties or guarantees in relation to the availability, use or results from using any Third Party Service for which we sell Service Use Rights. You are advised to refer to any Service Terms with regards to determining your rights against the operator of a Third Party Service.

9. WAIVER AND LIMITATION OF LIABILITY; RISK ALLOCATION

9.1 YOU AGREE THAT THESE TERMS OF SALE DO NOT INTEND TO CONFER AND DO NOT CONFER ANY RIGHTS OR REMEDIES UPON ANY PERSON OTHER THAN THE PARTIES TO THESE TERMS OF SALE. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE UBISOFT PRODUCTS THAT YOU PURCHASE FROM US ARE PROVIDED TO YOU "AS IS," AND YOUR USE IS AT YOUR OWN RISK. WE DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL DIRECT OR INDIRECT EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT OF THIRD PARTY RIGHTS, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. UNLESS AGREED OTHERWISE OR REQUIRED BY APPLICABLE LAW, ANY WARRANTIES PROVIDED IN RELATION TO UBISOFT PRODUCTS ONLY EXTEND TO YOU ON THE UNDERSTANDING THAT YOU ARE A USER AND NOT A RESELLER OF THOSE UBISOFT PRODUCTS. NOTHING IN THESE TERMS OF SALE LIMITS OR EXCLUDES OUR RESPONSIBILITY FOR FRAUDULENT REPRESENTATIONS MADE BY US OR FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR WILLFUL MISCONDUCT.

9.2 WE HAVE PRICED THE UBISOFT PRODUCTS AVAILABLE FOR PURCHASE FROM US UPON THE UNDERSTANDING, AND YOU HEREBY ACKNOWLEDGE THE UNDERSTANDING, THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND WHETHER OR NOT THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE: (A) OUR AGGREGATE LIABILITY (WHETHER FOR BREACH OF CONTRACT, TORT OR ANY OTHER LEGAL THEORY) SHALL IN NO CIRCUMSTANCES EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICABLE UBISOFT PRODUCTS WHICH GIVE RISE TO SUCH LIABILITY; AND (B) NEITHER WE NOR OUR SUPPLIERS OR LICENSORS SHALL BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, OR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY DESCRIPTION (INCLUDING WITHOUT LIMITATION LOSS OR INTERRUPTION OF BUSINESS) IN CONNECTION WITH YOUR USE OF THIS SITE OR YOUR PURCHASE OR USE OF ANY UBISOFT PRODUCT, HOWEVER CAUSED AND WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT, WARRANTY, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, WHETHER OR NOT WE WERE AWARE OR ADVISED OF THE POSSIBILITY OF DAMAGES, AND IRRESPECTIVE OF THE NUMBER OR NATURE OF CLAIMS.

9.3 NOTWITHSTANDING THE FOREGOING, NOTHING CONTAINED IN THESE TERMS OF SALE LIMIT OUR LIABILITY TO YOU FOR ANY LIABILITY TO THE EXTENT SUCH LIABILITY CANNOT BE EXCLUDED OR LIMITED AS A MATTER OF APPLICABLE LAW.

9.4 You agree to defend, indemnify and hold harmless us, our subsidiaries and affiliates, and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of or related to (a) any Ubisoft Products purchased by you in connection with your use of the Ubisoft Store (including without limitation your use of any Third Party Service for which you purchase Service Use Rights from us), or (b) the violation of Section 10 of these Terms of Sale by you, your employees, consultants, agents, distributors, or customers.

9.5 To the fullest extent permitted by law and save where expressly set out in any License Terms or elsewhere, we shall have no liability to you in the event of any Third Party Product, Third Party Service or Service Use Right infringing or being alleged to infringe the proprietary rights of any third party. In the event that the Third Party Product, Third Party Service or Service Use Right are or may be the subject of patent, copyright, database right, registered design, trade mark or other rights of any third party, you should refer to the relevant terms of the Third Party Product, Third Party Service or Service Use Right manufacturer and/or licensor/owner. We shall be obliged to transfer to you only such right or title as we have.

10. Third Party Products

Ubisoft Products may also be purchased from third parties authorized by Ubisoft to sell such Ubisoft Products (a "**Third Party Product**"). When you purchase Third Party Product(s), your purchase is with that third party and not Ubisoft. Please make sure to read the terms and conditions of sale of such third party, which will bind you for your purchase on such third party site.

11. Export and Custom Duties

11.1 Each Ubisoft Product and any related items (including software, technology and technical information) sold, exported, transferred, supplied or licensed by us may be subject to and governed by the laws of the United States and other countries, including but not limited to the US Export Administration Regulations (EAR) and US Foreign Assets Control Regulations (FACR). Ubisoft Products may not be exported or re-exported (a) into (or to a national resident of) any U.S. embargoed countries to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By ordering a Ubisoft Product, you represent and warrant that you are not located in, under control of, or a national resident of any such country or on any such list. Moreover, you are required to comply with all other applicable laws relating to the export, re-export, transfer, use, or import of any Ubisoft Product or related items. Diversion contrary to applicable law is prohibited. Notwithstanding any other request or agreement to the contrary, neither you nor Ubisoft shall take or be required to take any action prohibited or penalized under US or applicable foreign law.

11.2 The tangible shipment of Ubisoft Products from one country for delivery in another country may be subject to customs duties, fees, taxes and/or other charges in the country of ultimate destination. Unless

otherwise expressly stated by us during the order process, (a) your payment for the order in question does not include any customs duties, fees, taxes and/or other charges that may be due and payable in the Ubisoft Product's country of ultimate destination, and (b) the receiving party in the Ubisoft Product's country of ultimate destination is responsible for making entry and properly declaring the merchandise to the appropriate customs authorities, paying any applicable customs duties/fees/taxes/charges, and/or satisfying any additional import-related requirements. You should contact the local customs authorities in the relevant jurisdiction for further information on the applicable customs requirements and procedures, duties, fees, taxes, and/or other charges that may be assessed against the Ubisoft Product.

12. Customer Support

If you have any questions concerning your order or with regards to these Terms of Sale you can contact our Customer Support:

- by e-mail at support@ubisoft.com; or
- through the form <https://support.ubi.com>

You may also contact us at our mailing address:

5505 Boulevard Saint-Laurent

Suite 5000

Montréal H2T 1S6, Québec Attention: Customer Service

Or by telephone at: 1-919-460-9778 (English) or +1-866-824-6515 (French).

13. Applicable Law and Jurisdiction

These Terms of Sale are governed by the laws of Canada and the province in which you reside; and you expressly acknowledge the exclusive jurisdiction of the federal and province courts within the jurisdiction of your principle residence for any complaint or any dispute with Ubisoft resulting from or related in any way to the Product and/or your use of the services herein. You also accept and freely consent to the exercising of territorial jurisdiction in said courts in relation to any dispute of this kind, including any complaint concerning Ubisoft and/or its affiliated companies and subsidiaries and their respective employees, subcontractors, managers, directors, vendors and content suppliers. As indicated above, your conduct may also be subject to other regional, federal, national or international laws.

14. General

14.1 Titles and Headings. The headings of the clauses are intended solely to facilitate reading and understanding of these Terms of Sale and may in no case allow any assumption to be made as to the content of the clauses and the way in which they may be interpreted.

14.2 Force Majeure. Ubisoft shall have no liability under these Terms of Sale if it is prevented from, or delayed in, performing its obligations or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Ubisoft or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

14.3 Revision of the Terms of Sale. Ubisoft reserves the right to modify all or any portion of these Terms of Sale and other notices contained on the Ubisoft Stores, at any time, temporarily or permanently and entirely at its own discretion. The Terms of Sale that apply to your purchase are the ones in force at the time of your purchase. Any change of these Terms of Sale will not apply retroactively to purchases that you made before the Terms of Sale were modified. By ordering any Ubisoft Product through a Ubisoft Store, subsequent to our modification of these Terms of Sale, you signify your acceptance of these Terms of Sale as modified.

14.4 Miscellaneous. Other than as specifically stated herein, these Terms of Sale set forth the entire understanding between you and us with respect to your use of the Ubisoft Stores and purchase of Ubisoft Products from us. No amendment to these Terms of Sale will be valid unless made in writing and signed by you and us. These Terms of Sale prevail over any terms or conditions implied by trade, custom or course of dealing. We may engage the services of subcontractors or agents to assist us in the performance of its obligations related to these Terms of Sale. You may not assign or transfer your rights under these Terms of Sale, and any purported assignment or transfer by you shall be void. No relaxation, forbearance, delay or indulgence by either you or us in enforcing any of these Terms of Sale or the granting of time by either party to the other shall prejudice or restrict such rights and powers. No waiver of any term or condition of these Terms of Sale shall be effective unless made in writing and signed by us. The waiver of any breach of any Terms of Sale shall not be construed as a waiver of any subsequent breach or condition. If for any reason we determine or a court of competent jurisdiction finds that any provision or portion of these Terms of Sale to be illegal, unenforceable, or invalid under applicable law in a particular jurisdiction: (a) these Terms of Sale will not be affected in other jurisdictions to the extent that such determination or finding has no application; and (b) in the relevant jurisdiction, the remainder of these Terms (to the fullest extent permitted by law) will continue in full force and effect. Neither you nor us shall be in breach of these Terms of Sale in the event that party is unable to perform its obligations as a result of any reason or condition beyond its reasonable control.

Thank you for shopping on the Ubisoft Store.

If you have any questions, please feel free to contact us at support.ubi.com