

Terms of sale of the ubisoft stores

Please read these Terms of Sale carefully before purchasing from a Ubisoft Store (as defined below). If you do not agree to these Terms of Sale, you must not order through the Ubisoft Stores.

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, through a digital key or through download), subscriptions services (such as Ubisoft +), in game currency, additional or downloadable content such as season pass, year pass, add-ons, customization elements, Ubisoft collectibles such as figurines, toys, books, t-shirts and other accessories (altogether the "**Ubisoft Products**"), any of which is available on our different stores, whether (i) on our online store accessible both at store.ubi.com and within the Ubisoft Connect PC application or (ii) on any other Ubisoft affiliated website, app or game where the Ubisoft Products are available for purchase (a "**Ubisoft Store**" and altogether the "**Ubisoft Stores**").

These Terms of Sale are between you ("**you**") and Ubisoft EMEA, a French SAS company registered under the number 432 573 624 (Créteil registry) and having its registered address at 2, avenue Pasteur 94160 Saint Mandé, France, which VAT number is FR79432573624 and any one of its parent, subsidiary or affiliated companies, including without limitation Ubisoft Inc. ("**Ubisoft**" or "**we**", "**us**", "**our**" used herein all relate to Ubisoft). Our customer support can be reached at <http://support.ubi.com/Contact>. This Ubisoft Stores are owned and operated by Ubisoft, as defined above.

These Terms of Sale are incorporated by reference to the Terms of Use of Ubisoft 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. Certain Ubisoft Products are subject to the acceptance of an End User License Agreement ("**EULA**") and any other additional terms, which will be available to you before you can access, download, install or use such Ubisoft Product. UBISOFT's Privacy Policy is an integral part of these Terms of Sale and can be found at <https://legal.ubi.com/privacypolicy> ("**Privacy Policy**"). Please read it carefully to understand our views and practices regarding your personal data and how we will treat it.

When you purchase on the Ubisoft Stores, we grant you a non-exclusive, non-transferable, non-sublicensed, non-commercial and personal license to use the Ubisoft Products.

Ubisoft Products may also be purchased from third parties authorized by us to sell such Ubisoft Products. When you purchase Ubisoft Products from a third party, your purchase is with that third party and not Ubisoft. Terms and conditions of sale of such third party will bind you for your purchase. Please make sure to read them carefully before placing an order on such third party site.

Please note that these Terms of Sale do not apply when you purchase additional content on our Services by using your in-game currency.

2. Order and Terms of payment

2.1 Steps to Order.

Only individuals acting outside of their trade, business, craft or profession are allowed to order Ubisoft Products on a Ubisoft Store. 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 basket. 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 of Use, accessible at <http://legal.ubi.com/termsfuse>.

Your Representations. By clicking the "Buy" button on the applicable Ubisoft Store, you (a) acknowledge that (i) your order will be bound by these Terms of Sale, (ii) you authorize us 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, (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, we reserve the right to ask you for more information to confirm that your order has been authorized by your legal guardian.

2.2 Acceptance of your order.

Once you have clicked the "Buy" 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. On dispatch of Ubisoft Products supplied on a tangible medium, you will also receive a dispatch confirmation email. Your order is only deemed accepted by us when we send you our dispatch confirmation email (for Ubisoft Products supplied on a tangible medium) or our purchase confirmation email (for Ubisoft Products not supplied on a tangible medium) (in each case, "Acceptance") and our Acceptance will only concern the Ubisoft Product(s) identified in such email and not any other Ubisoft Product(s) included in your order.

2.3 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. For that reason, we reserve the right to notify you of any errors in Ubisoft Product descriptions or in Ubisoft Products price prior to the Ubisoft Product delivery. In the event the price or description of the Ubisoft Product is incorrect, we will contact you before delivery to request whether you want to buy the Ubisoft Product (at the correct price or specification) or cancel your order. We shall have no further obligation or liability to you in respect of such incorrect product descriptions or prices.

2.4 Taxes.

Price of the Ubisoft Product is inclusive of any and all applicable sales and use taxes. Unless otherwise specified on the Ubisoft Product page, price of the Ubisoft Product is exclusive of the costs of shipping or carriage to the place of delivery (as accepted by us) which (where applicable) will be added to the price payable by you.

2.5 Payment methods.

We offer various payment methods on our 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 we may, at our sole discretion and without further notice, determine and change the availability of certain payment solutions, from time to time without any liability to you. For the purpose of preventing fraud and/or payment means abuses, we may share with our 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.

Some payment methods available on the Ubisoft Stores are non-refundable payment methods. Please find here conditions and restrictions applicable to non-refundable payment methods <https://www.ubisoft.com/help/article/000064604>.

2.6 Delivery of Ubisoft Products.

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

2.7 Custom duties.

Where Ubisoft Products over a certain value are shipped from outside the European Economic Area (EEA) (for example where their value is deemed to be in excess of your personal import allowance), you may be subject to customs charges, import duties and taxes, levied when the Ubisoft Product reaches your specified destination. You shall bear any such additional charges for customs clearance or import duties or taxes. You should contact your local customs office for further information on customs policies or duties.

2.8 Withdrawal right.

Only if you are located in the European Union, in the United Kingdom or where a legal withdrawal right is offered, and except where one of the exceptions listed at Article 2.8.4 applies, you may cancel your order for any reason within 14 calendar days:

(i) in the case of a Ubisoft Product supplied on a tangible medium: from the day after the day on which you received such Ubisoft Product; or

(ii) in the case of a Ubisoft Product not supplied on a tangible medium: (e.g. digital content or digital service), from the day of the conclusion of the contract of sale (or from the day the Product is available in the event of pre-purchases, see Section 2.9).

Please note that if you add funds to your Ubisoft Wallet, your right of withdrawal expires after 14 days from the date of purchase or as soon as you start using the funds in whole or in part, whichever is the earlier (more information available at <https://legal.ubi.com/WalletTerms>).

2.8.1 Exercise of your withdrawal right. To exercise your withdrawal right, you must notify Ubisoft of your decision to withdraw from your order:

(i) by filling in the withdrawal form available at: https://store.ubi.com/legal-notice?cid=sc_withdrawal, after you logged in to your Account; For subscription services, please follow the withdrawal procedure detailed at <https://www.ubisoft.com/help/article/000065337>

OR

(ii) by contacting the Customer Support (<http://support.ubi.com/Contact>), after you logged in to your Account, to inform us, in writing and by any means, of your decision to withdraw from your order (for example, by using the withdrawal form model as set out in Annex to these Terms of Sale).

You must exercise your withdrawal right before the expiration of the 14-day period.

2.8.2 Order return

(i) You must send off the Ubisoft Product supplied on a tangible medium, in its original condition, without undue delay and in any event no later than fourteen (14) days after the day on which you informed us of your decision to exercise your withdrawal right. Return costs are covered by us, we will send you a pre-paid shipping label. Please contact our Customer support at <https://www.ubisoft.com/help> to obtain the address at which you will have to send back the Ubisoft Product.

(ii) Ubisoft Products not supplied on a tangible medium will be automatically removed from your library of Ubisoft Products.

2.8.3 Refund.

(i) Refund of a Ubisoft Product supplied on a tangible medium. If you have complied with the requirements of this Section, we will refund you no later than 14 days from the day after we receive the Ubisoft Products back from you (or you provide us satisfactory evidence of having done so, whichever is the earliest). We will also refund the standard costs of delivery of the Ubisoft Product to you, but not any additional delivery costs you paid above our standard delivery charges. We will carry out such refund using the same payment method as you used for your purchase unless you have agreed otherwise. Please note that we may deduct from any reimbursement an amount equal to any diminishment in value of the items as a result of you handling them beyond what is necessary to establish the nature, characteristics or functioning of the items.

(ii) Refund of a Ubisoft Product supplied as a digital content . If you have complied with the requirements of this Section, we will refund you of all sums spent for your order upon removal from your library of such Ubisoft Product.

(iii) Refund of a Ubisoft Product supplied as a digital service (such as Ubisoft+ subscription). If you have complied with the requirements of this Section, we will refund you *pro rata temporis* no later than 14 days after you withdraw from your subscription. It means that you will receive a partial refund based on how many days you kept your subscription before requesting a refund. We will deduct a corresponding amount for the period of time you had access to your subscription before exercising your withdrawal right.

2.8.4 Exceptions. You will not be able to exercise your withdrawal right in the following cases:

a) for Ubisoft Products supplied on a tangible medium, once the seal has been removed from the packaging of the product; or

b) for Ubisoft Products not supplied on a tangible medium, when you have expressly (i) accepted the immediate performance of the contract and (ii) acknowledged that you would lose your right of withdrawal from this contract; or

c) if a Ubisoft Product has been customized specifically for you.

2.9 Pre-purchases. For certain Ubisoft Products which are in development and not yet released, we 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 supplied on tangible medium, you will be entitled to cancel your pre-purchase until thirty (30) days before the official release date of such Ubisoft Product, as cancellation is not possible once we start preparing your order. This applies without prejudice to your right of withdrawal, as further detailed in Article 2.8 and to any other right to ask for a refund for purchased products granted to you by the applicable law, if any. In the event you pre-purchased a Ubisoft Product not supplied on a tangible medium, you will be entitled to cancel your pre-purchase and request for a refund at any time before the release of such Ubisoft Product.

2.10 Commercial refund policy. In addition to your statutory rights, you can benefit from our commercial refund policy for digital PC games. Conditions and restrictions are detailed here : <http://store.ubi.com/refund-policy>

3. Delivery and Returns

3.1 Timeframe.

We will use reasonable endeavours 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. 'Reasonable endeavours' means that we will seek to deliver the Ubisoft Products within a reasonable time, which shall not exceed 30 days from the moment you place your order (namely, when you clicked on the "Buy" button). If we are unable to deliver the Ubisoft Products within such timeframe, we will notify you and you may specify a further delivery period which is appropriate taking into account the circumstances. If we do not deliver the Ubisoft Products within any such further delivery period, you may cancel your order and receive a refund.

3.2 Right to reject and lost-in transit packages.

We recommend that you carefully check the Ubisoft Products upon delivery to ensure that they are in satisfactory condition, in accordance with their description and corresponding to your order.

Generally, according to your statutory rights, you may return purchased Ubisoft Products if:

- the Ubisoft Product or any part thereof is faulty, has been damaged or lost in transit;
- there are defects in the Ubisoft Product, as long as such defects are not being caused by your use of the Ubisoft Product outside its intended or recommended use or contrary to its manual; or
- the Ubisoft Product does not match the description of the product page available on the Ubisoft Store.
- the Ubisoft Product supplied as a digital content or as a digital service does not meet the subjective and objective requirements of conformity

Ubisoft shall not be responsible for any damage or losses arising from (i) use of the Ubisoft Products in connection with other defective, unsuitable or defectively installed equipment, (ii) your negligence, (iii) improper use of the Ubisoft Products and/or (iv) use in any manner inconsistent with the specifications, manual or instructions. In such cases, you shall not be entitled to return the Ubisoft Products nor to get a refund, replacement or repair (as applicable).

When you are entitled to return the Ubisoft Product, depending on whether such Ubisoft Product consists of digital content or a physical product, we will offer either, a refund, repair or replacement of the concerned Ubisoft Product in accordance with your statutory rights.

4. Limitation of liability

If we fail to comply with these Terms of Sale, we shall only be liable to you for the purchase price of the Ubisoft Product(s) and any proven losses you suffer (such losses to equal no more than £20) as a result of Ubisoft's failure to comply with these Terms of Sale.

We will not be liable for losses that result from our failure to comply with these terms and conditions that fall into the following categories:

- a. loss of income or revenue;
- b. loss of business;
- c. loss of profits;
- d. loss of anticipated savings;
- e. loss of data; or
- f. any indirect or consequential loss.

Nothing above prevents claims for damage to your tangible property. Nothing in this Section affects our liability for death or personal injury arising from our negligence, or our liability for fraud or fraudulent misrepresentation, or any other liability which cannot be excluded or limited under applicable law.

5. Customer Support

If you have any question concerning your order or with regards to these Terms of Sale you can contact our Customer Support at <https://www.ubisoft.com/help>.

We do not currently participate in the alternative dispute resolution procedure (ADR). You may obtain more information on this procedure [here](#).

6. Miscellaneous

6.1 Force majeure.

We shall have no liability under these Terms of Sale if it is prevented from, or delayed in, performing our obligations or from carrying on our business by acts, events, omissions or accidents beyond our reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving our own workforce 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.

6.2 Law and Jurisdiction.

To the extent permitted by applicable law, these Terms of Sale and any disputes or claims arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England. You irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Terms or their subject matter or formation (including non-contractual disputes or claims).

6.3 Revision of the Terms of Sale.

We reserve the right to modify these Terms of Sale and other notices contained on the Ubisoft Stores, at any time, temporarily or permanently and entirely at our 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.

6.4 No Waiver.

No failure or delay by us to exercise any right or remedy provided under these Terms of Sales or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. Waiver of a right or remedy may be considered to have taken place only after signing of a written statement to this effect by us or by you.

6.5 Severance.

If any court or competent authority finds that any provision of these Terms of Sale (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms of Sale shall not be affected. If any invalid, unenforceable or illegal provision of these Terms would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable to reflect our initial intentions.

6.6 No assignment.

You may not transfer your rights under these Terms of Sale to anyone else without our prior written consent.

Thank you for shopping on the Ubisoft Store.

If you have any questions, feel free to contact us at <https://www.ubisoft.com/help>

ANNEX

MODEL WITHDRAWAL FORM

To Ubisoft Customer Support - To Ubisoft Customer Support - Ubisoft EMEA SAS 2, avenue Pasteur
94160 Saint Mandé, France - storeUE@ubisoft.com

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following
Ubisoft Product(s) (*):

Ordered on (*)/received on (*):

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper):

Date:

(*) Please delete as appropriate