

Terms of Sale – UBISOFT

THESE TERMS OF SALE ONLY APPLY FOR YOUR ORDERS ON PC. FOR ANY ORDERS MADE ON CONSOLE OR MOBILE, PLEASE REFER TO TERMS OF SALE OF THE APPLICABLE PLATFORM.

Last update: July 1st, 2013

These Terms of Sale (hereinafter the “Terms of Sale” or “ToS”) shall govern all orders by you (hereinafter “you” or the “User”) of a subscription package to use Additional Content (as defined below) for a limited time (“Subscription”), any in game currency such as coins, tokens, credits (“Credits”), or otherwise access to Additional Content. Credits are the virtual currency that are made available to you for use within one or more UBISOFT Services, including without limitation within videogames, applications, or any other medium managed by UBISOFT. Regardless of terminology used, Credits and Additional Content represent limited license rights governed solely under these Terms of Sale, as described in Article 3 below, have no real value, and are not transferable or redeemable for any sum of money or monetary value from UBISOFT at any time.

These Terms of Sale are incorporated by reference to the Terms of Use (“Terms of Use”) of UBISOFT available at <http://legal.ubi.com/termsfuse/>. All capitalized terms used but not defined herein shall have the meaning given to them in UBISOFT’s Terms of Use.

Within certain Services, UBISOFT may make available to You, either free-of charge or in exchange for certain Credits and/or with a Subscription, Additional Content materials which, once added to Your Account, can be used to maximize Your experience within the Game.

All such digital materials, including without limitation in-game items, customization elements, maps, building accelerations, avatars and any other elements which UBISOFT may make available to you in a Service are referred to as “Additional Content”.

1. Conditions for Order.

You must have a valid Account to be able to order Credits, Subscription(s) or Additional Content, as applicable.

2. Availability and Use of Subscription, Credits and/or of Additional Content.

2.1 Within certain Services, UBISOFT may offer You the possibility of ordering certain Subscriptions to be used within the Service. You may be able to choose between Subscriptions with different durations. The length of the Subscription depends on the Subscription you chose. Within certain Services, UBISOFT may offer You the possibility of accumulating Credits that may be used within the Service. You may be able to choose between different amounts of Credits at the time of Your order.

2.2 You understand that UBISOFT may, at its sole discretion, determine and change the availability of the Subscriptions and/or of Credits and/or Additional Content, on a Service per Service basis. As applicable, Credits may also be obtained free-of charge in certain Services. You agree that UBISOFT has the absolute right to reduce, manage, regulate, control, modify and/or eliminate Credits, Subscriptions or Additional Content, as it sees fit in its sole discretion, and that UBISOFT will have no liability to you based on its exercise of such rights. All Credits, Subscriptions or Additional Content (including without limitation, achievements, avatars, chat bubbles, pranks) may, in UBISOFT’s sole discretion, be terminated and forfeited, and/or may have an expiration date.

3. Grant of License.

3.1 At the time You have completed Your order of a Subscription, Credits and/or Additional Content, as applicable, or otherwise when You acquire these, UBISOFT grants You a personal, private, non-commercial, revocable and limited license to obtain and use Additional Content, only within the applicable Service(s), by redeeming a certain amount of Credits or otherwise using the Subscription(s). You have completed Your order at the time UBISOFT receives confirmation of Your payment from UBISOFT’s payment service provider for Your order.

3.2 The term of such license starts (i) for the Credits, when You have completed the order of Credits, or, as applicable, when You acquired such Credits; (ii) for a Subscription, when You have completed the order of such Subscription; (iii) for Additional Content, when You have completed the order of Additional Content, or, as applicable, when You acquired such Additional Content; and ends the day when Your access to the Credits and/or Subscription and/or Additional Content is suspended, terminated or expired.

3.3 You agree that you have no right, title or property interest into any content that appear in the Services, including without limitation, any Subscription, Credits and Additional Content, whether earned through Your use of the Services or ordered by You from UBISOFT, or any other attributes associated with any Account or stored on the Services.

3.4 Transfer of Credits, Subscription or Additional Content. Except where the Service allows a transfer and/or exchange by way of a specific feature within the Service, You shall not transfer or otherwise exchange the Credits, the Subscription or Additional Content within the Service to other users. UBISOFT prohibits and does not recognize any purported transfers of Credits, Subscription(s) or Additional Content effectuated outside the Services. Accordingly, in no event shall You transfer, sell, or otherwise exchange in kind (nor attempt to do the same) Credits for "real" money, within or outside of the Service. FAILURE TO COMPLY WITH THIS PROVISION CONSTITUTES A MATERIAL BREACH OF THESE TERMS OF SALE AND UBISOFT'S TERMS OF USE, AND MAY RESULT IN THE TERMINATION OF YOUR ACCOUNT, AS SPECIFIED IN THE TERMINATION SECTION OF THE TERMS OF USE, WITHOUT PREJUDICE TO ANY OTHER CLAIMS FOR DAMAGES OR LOSSES, OR OTHER REMEDIES AVAILABLE TO UBISOFT. YOU UNDERSTAND THAT UBISOFT MAY WITHDRAW FROM YOUR ACCOUNT WITHOUT PREJUDICE, AT ANY TIME AND WITHOUT PRIOR NOTICE, ANY CREDITS, ADDITIONAL CONTENT OR SUBSCRIPTIONS OBTAINED (I) OUTSIDE OF THE SERVICE, (II) BY ANY MEANS THAT VIOLATE THESE TERMS OF SALE OR UBISOFT'S TERMS OF USE.

4. Pricing.

4.1 The cost of Your Subscription(s), Credits or Additional Content does not include the Internet connection fees or other communication fees (including but not limited mobile providers' and/or carriers' costs) required to access the Services, the Additional Content or other products (including but not limited to virtual items) of the Service, which shall be exclusively borne by You.

4.2 UBISOFT reserves the right, at its sole discretion, to modify the price of Subscriptions, of the Credits and/or of the Additional Content. You will be informed of these changes by viewing the new price applied to the Subscriptions, Credits and/or Additional Content on the website(s) of the Service(s). Such new price will be applicable to You only on renewal of your Subscription(s) or for Your next order of Credits or Additional Content. In the event you have chosen to have Your Subscription(s) renewed automatically, the new price of the Subscription(s) will apply at the time of renewal. You may choose to renew with the new price or cancel Your Subscription(s). In all cases, if you do not accept such new price(s), you will not be able to access the Service anymore.

4.3 During your Subscription period, UBISOFT reserves the right, at its sole discretion, to make updates to the Service(s). Your Subscription will give You access to these updates, but You will not be able to access updates including "extensions" and/or "add-ons" that UBISOFT distributes and/or sells separately.

4.4 Information concerning Your orders within a Service may be available (a) on secure web pages of your Account and/or (b) pursuant to a confirmation email sent to You after Your order is completed.

4.5 Your order may include value added tax and/or any other sales taxes. You are responsible for paying all costs incurred, including applicable sales taxes associated with Your order. Failure by UBISOFT to invoice You for any applicable sales taxes does not relieve You of the responsibility to pay such taxes, and UBISOFT may require You to pay such applicable sales taxes in connection with Your order(s) on the Service.

5. Payment Solutions.

5.1 UBISOFT offers various payment options, on a Service per Service basis, 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, on a Service per Service basis, without any liability to You.

5.2 You must provide UBISOFT with accurate, complete and up-to-date payment information. When you place an order for Credits, Additional Content or Subscription(s) from our Service(s), UBISOFT, or the relevant third party service, may send you a confirmatory communication (via email, push notification, text message or otherwise) that will contain details of the items you have ordered. Please check that the details in the confirmatory communication are correct as soon as possible and maintain a copy of it for your records. UBISOFT keeps records of transactions in order to deal with any subsequent queries, however is not responsible for any communications lost or misplaced by You. UBISOFT does not store any credit or debit card information.

5.3 YOU UNDERSTAND THAT ANY AND ALL FEES ASSOCIATED WITH YOUR SUBSCRIPTION AND/OR YOUR CREDITS AND/OR YOUR ADDITIONAL CONTENT ARE PAYABLE IN ADVANCE, AT THE TIME OF YOUR ORDER OF A SUBSCRIPTION AND/OR CREDITS AND/OR YOUR ADDITIONAL CONTENT AND NOT REFUNDABLE WHEN PAID, IN WHOLE OR IN PART.

5.4 You must pay for all orders made by You in connection with Your Account, including orders made by Your family or Your friends, or any other person on Your Account whether authorized by You or not. You are responsible for any use made of Your Account and for all orders and payments made and costs incurred on Your Account. You agree to inform UBISOFT, by contacting customer support for the Service, as quickly as possible of any unauthorized use of your Account, password or other information concerning your Account or of any other security violation concerning or involving the Services which comes to your attention.

5.5 Generally, the Subscription(s), the Credits and Additional Content shall be made available to You upon completion of Your order.

5.6 You understand that not using your Subscription during the Subscription period and/or not using your Credits or Additional Content do not entitle you to claim or receive any refund, nor to suspend Your Subscription.

5.7 Cooling Off Period. If you reside in the European Union, You have the right to withdraw from a contract within fourteen calendar days without giving any reason ("Cooling Off Period"), commencing on the day after the date of the conclusion of such contract. However, You understand that You will lose this right of withdrawal once the performance of the services has begun before the end of the Cooling Off Period. Accordingly, You understand that You don't have any withdrawal right with respect to Your order as the performance of our services begins immediately once You order of a Subscription and/or of Credits and/or of Additional Content is completed.

6. Credits and Subscription have no real value.

Notwithstanding any provision to the contrary contained in these Terms of Sale or the Terms of Use, Additional Content, Subscription and Credits, or any other terminology used to describe such, have no monetary or "real world" value and may in no event be exchanged or redeemed for "real" currency or in kind.

UBISOFT prohibits and does not recognize the purported sale, gift or trade in the "real world" of anything that appears or originates in the Services. Accordingly, You may not sell or transfer Additional Content, Subscription or Credits by any means, nor buy such Additional Content, Subscription or Credits for any purposes other than for their use in the Service(s). Similarly, Subscription(s) or Credits cannot be used to gamble with other users, except if such a feature is expressly included and permitted by UBISOFT in the Service. Failure to comply with this Article constitutes a material breach of UBISOFT'S Terms of Use and may result in the termination of your Account as specified in the Termination Section of the Terms of Use, without prejudice to any other claims for damages or losses by UBISOFT, or other remedies available.

7. Cancellation, Suspension.

UBISOFT may, at its own discretion and without any prior notice, cancel or suspend Your access to Your Subscription(s) and/or to Your Credits and/or to Additional Content, in the event You do not comply with the Terms of Sale herein or with the Terms of Use or for any other reason with or without cause.

YOU UNDERSTAND THAT UBISOFT MAY WITHDRAW FROM YOUR ACCOUNT, WITHOUT PREJUDICE, AT ANY TIME AND WITHOUT PRIOR NOTICE, ANY CREDITS, ADDITIONAL CONTENT OR SUBSCRIPTIONS OBTAINED (I) OUTSIDE OF THE SERVICE, (II) BY ANY MEANS THAT VIOLATE THESE TERMS OF SALE OR UBISOFT' S TERMS OF USE.

You may terminate your Account or a Subscription to a particular Service or Services at any time, automatically and without any judicial formality, by contacting UBISOFT's customer service department in accordance with the Terms of Use. If you do not accept these ToS, you may not use the Services and you must send UBISOFT a request to terminate your Account and/or the corresponding Subscriptions.

Subject to compliance with the termination procedure indicated above, the termination of your Account and/or your Subscription(s) will come into force within a reasonable period of time after receipt of your request by UBISOFT's customer service department.

YOU ACKNOWLEDGE THAT UBISOFT IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED CREDITS, SUBSCRIPTIONS OR ADDITIONAL CONTENT WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY. UBISOFT RESERVES THE RIGHT TO RECOVER THE COSTS, SUPPLEMENTS AND CHARGES INCURRED BEFORE THE CANCELLATION OF YOUR ACCOUNT OR OF A SUBSCRIPTION TO A PARTICULAR SERVICE OR SERVICES.

8. Termination of Subscription, Credits and/or Additional Content.

As applicable, UBISOFT may discontinue providing Subscriptions and/or Credits and/or Additional Content for the Service(s), at its sole discretion, at any time and without any liability to You. In this event, UBISOFT will give a 30 (thirty) day prior notice before the termination of Subscriptions and/or Credits and/or Additional Content on the dedicated website of the Service.

9. Revision of Terms of Sale.

UBISOFT reserves the right to change, modify, add or delete the clauses of these Terms of Sale and other notices contained on the UBISOFT Services, at any time, temporarily or permanently and entirely at its own discretion. UBISOFT will inform you of any change, modification, addition or deletion to these ToS by posting new ToS on the website(s) of the Services addressed by these ToS, and by posting a notification informing the user of the occurrence of the change, modification, addition or deletion. Any change, modification, addition or deletion will come into force five (5) working days after the publication of said notification. If you do not agree to the changes made to these Terms, you may close your Account in accordance with Article 7 of these ToS.

You therefore undertake to check any modifications regularly and to comply with them fully. Any use of the Services subsequent to updates and/or modifications implies acceptance of the Terms of Sale thus updated and modified.