Last update: 01/2023

End user licence agreement

PLEASE READ THIS END USER LICENCE AGREEMENT CAREFULLY. This End User License Agreement ("EULA") governs your use of the videogame, application, software, their associated upgrades, patches, and updates and related services (the "Product") currently provided or which will be provided by UBISOFT ENTERTAINMENT S.A., or any one of its subsidiaries or affiliated companies, including without limitation UBISOFT EMEA SAS, UBISOFT INC. or UBISOFT MOBILE GAMES SARL (collectively referred to as "UBISOFT").

This EULA sets out the basis on which UBISOFT makes the Products available to you ("User" or "You") and on which You may use them. UBISOFT's Privacy Policy (« Privacy Policy ») which can be found on http://legal.ubi.com/privacypolicy/, forms an integral part of this EULA. By installing or using the Product, You agree to accept and to be bound by (1) this EULA and (2) the Privacy Policy at all time. If You do not agree with one of these, please do not install or use the Product.

If You have a UBISOFT Account which can be found on http://www.ubi.com("Terms of Use"), this EULA shall coexist with, and shall not supersede, the Terms of Use. To the extent that the provisions of this Agreement conflict with the provisions of the Terms of Use, the conflicting provisions in the Terms of Use shall govern.

UBISOFT reserves the right to change, modify, add or delete articles in this EULA at any time, in accordance with the procedures described below in Section 9.

Capitalized terms used in this EULA without definition shall have the meanings specified in the Terms of Use.

1. GRANT OF LICENSE.

1.1 UBISOFT (or its licensors) grants You a non-exclusive, non-transferable, non-sublicensed, non-commercial and personal license to install and/or use the Product (in whole or in part) and any Product (the "License"), for such time until either You or UBISOFT terminates this EULA. You must in no event use, nor allow others to use,the Product or this License for commercial purposes without obtaining a license to do so from UBISOFT. Updates, upgrades, patches and modifications may be necessary in order to be able to continue to use the Product on certain hardware. THIS PRODUCT IS LICENSED TO YOU, NOT SOLD.

As applicable, certain parts of the Product may be using third party features, some of which are managed by third-party providers for which additional terms and/or costs may apply. You must comply with such additional terms: for instance, if the Product is featuring a VoIP application, then You must comply with the associated wireless data service agreement when using the Product). Please review such additional terms and costs carefully.

1.2 You shall not, directly or indirectly (i) sell, rent out, lease, license, distribute, market, exploit the Product or any of its parts commercially, (ii) reverse engineer, decompile, disassemble, adapt, reproduce, or create derivate works of this Product (except if the Product enable You through a specific feature to create, generate or submit User Generated Content and for which You will need to create an Account and comply Terms of Use), in whole or in part; (iii) create, use and/or distribute "auto", "trainer", "script" or "macro" computer programs or other "cheat" or "hack" programs or software applications for this Product (whether in an online multiplayer game or in a single player game over the internet or in local area network); (iv) remove, alter, disable or circumvent any copyright and trademark indications or other authorship and origin information, notices or labels contained on or within this Product and (v) export or re-export this Product or any copy of adaptation in violation of any applicable laws or regulations.

1.3 While using the Product, You agree to comply will all applicable laws, rules and regulations. You also agree to comply with certain rules of conduct that govern Your use of the Product ("Rules of Conduct"), which are not meant to be exhaustive and can be modified at any time by UBISOFT. In all cases, You may only use the Product according to anticipated use of the Product.

For example purposes, and without limiting UBISOFT's rights to take action against You, You may not:

a. create, use, share and/or publish by any means in relation to the Product any material (text, words, images, sounds, videos, etc.) which would breach of a duty of confidentiality, infringe any

intellectual property right or an individual's right to privacy or which would incite the committing of an unlawful act (in particular, piracy, cracking or circulation of counterfeit software);

b. modify, distort, block, abnormally burden, disrupt, slow down and/or hinder the normal functioning of all or part of the Product, or their accessibility to other users, or the functioning of the partner networks of the Product, or attempt to do any of the above;

c. transmit or propagate any virus, trojan horse, worm, bomb, corrupted file and/or similar destructive device or corrupted data in relation to the Product, and/or organise, participate in or be involved in any way in an attack on UBISOFT's servers and/or the Product and/or those of its service providers and partners;

d. create, supply or use alternative methods of using the Products, for example server emulators;

e. spamming chat, whether for personal or commercial purposes, by disrupting the flow of conversation with repeated postings of a similar nature;

f. transmitting or communicating any material or content which, in the sole and exclusive discretion of UBISOFT, is believed or deemed offensive, including, but not limited to, language that is harmful, threatening, unlawful, abusive, harassing, defamatory, disparaging, obscene, sexually explicit, or racially, ethnically, or otherwise objectionable;

g. harassing or threatening any other users in the Product;

h. make inappropriate use of the help service or the claim buttons or send untruthful reports to members of UBISOFT's personnel;

i. falsely claim to be an employee or representative of UBISOFT or its partners and/or agents;

j. falsely claim an endorsement in connection with the Product or with UBISOFT.

2. OWNERSHIP.

All title, ownership rights and intellectual property rights in and to the Product (including, without limitation, all text, graphics, music or sounds, all messages or items of information, fictional characters, names, themes, objects, scenery, costumes, effects, dialogues, slogans, places, characters, diagrams, concepts, choreographies, videos, audio-visual effects, domain names and any other elements which are part of the Product, individually or in combination) and any and all copies thereof are owned by UBISOFT or its licensors. The Product is protected by national and international laws, copyright treaties and conventions and other laws. This Product may contain certain licensed materials and, in that event, UBISOFT's licensors may protect their rights in the event of any violation of this Agreement. Any reproduction or representation of these licensed materials in any way and for any reason is prohibited without UBISOFT's prior permission and, if applicable, UBISOFT's licensors' and representatives'. Except as expressly set forth in this EULA, all rights not granted hereunder to You are expressly reserved by UBISOFT.

This License confers no title or ownership in the Product and should not be construed as a sale of any rights in the Product.

3. ACCESS TO THE PRODUCT

3.1 THE PRODUCT MAY BE PROTECTED BY DIGITAL RIGHTS MANAGEMENT SOFTWARE ("DRM SOFTWARE"). IN SUCH CASE, YOU HEREBY AGREE, ACKNOWLEDGE AND CONSENT TO THE FOLLOWING REGARDING THE DRM SOFTWARE: (I) THE INSTALLATION OF THE PRODUCT WILL CAUSE THE DRM SOFTWARE TO BE INSTALLED ON YOUR COMPUTER; (II) THE DRM SOFTWARE MAY LIMIT THE NUMBER OF INSTALLATIONS OF THE PRODUCT; (III) THE DRM SOFTWARE MAY INSTALL ON YOUR COMPUTER ADDITIONAL COMPONENTS REQUIRED FOR COPY PROTECTION; AND (IV) DURING THE INSTALLATION AND/OR THE FIRST LAUNCH OF THE PRODUCT, AN ONLINE CONNECTION MAY BE REQUIRED TO UNLOCK THE PRODUCT THROUGH THE DRM SOFTWARE. IN NO EVENT SHALL UBISOFT BE LIABLE IN CONNECTION WITH THE COMPONENTS THAT MAY BE INSTALLED ON YOUR COMPUTER BY ANY DRM SOFTWARE. FOR FURTHER INFORMATION, PLEASE VISIT THE WEBSITE OF THE DRM SOFTWARE APPEARING DURING THE INSTALLATION OF THE PRODUCT. AN INTERNET CONNECTION, A UBISOFT ACCOUNT AND INSTALLATION OF THE UBISOFT CONNECT CLIENT SOFTWARE (http://ubisoftconnect.com) AND REGISTRATION WITH ENCLOSED SINGLE-USE SERIAL CODE MAY BE REQUIRED TO PLAY AND ACCESS ONLINE SERVICES AND FEATURES OF THIS PRODUCT. RESTRICTIONS OF AGE MAY BE IMPOSED TO ACCESS ONLINE SERVICES AND FEATURES IN COMPLIANCE WITH LOCAL LAWS.

3.2 If You are using the Product on a Compatible Mobile Terminal, this Section 3.2 is applicable to You and to Your use of the Product:

For this EULA, "Compatible Mobile Terminal" designates any portable device capable of connecting to Internet to access the Products. The term Compatible Mobile Terminals covers in particular feature phones, smartphones , tablet computers, and personal digital assistants (PDAs).

a. Product Access. To use the Product on a Compatible Mobile Terminal, You must have access to an electronic communication network. The connection costs (including but not limited to mobile providers' and/or carriers' costs), shall be exclusively borne by You. You acknowledge that the quality of the Products, the response time or access to certain features may depend on the capacities of Your Compatible Mobile Terminal and of the electronic communication network. UBISOFT may in no case be held responsible for reduced user comfort. You acknowledge that the Product may not be available for use on all mobile devices or through all carriers or network service providers.

b. Collection of personal data: In order to provide You with a better game experience, adapted services and Product support, UBISOFT may collect and store data about You in relation to Your use of the Product, Your connection information and/or Your Compatible Mobile Terminal. Certain data is recorded, archived, analysed and used to create user statistics. Your privacy is very important to UBISOFT and UBISOFT will not reveal Your personal data to third parties except when expressly authorised by You to do so or in special circumstances. UBISOFT may be under a duty to disclose or share Your personal data in order to comply with a legal obligation, or in order to protect UBISOFT's rights and those of other users and third parties. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction. In addition, UBISOFT reserves the right to collect, store and use anonymous data about You. For further information concerning UBISOFT's use of Your personal data, please refer to the Privacy Policy.

c. Analytics Tools and Ad Serving Technology. UBISOFT uses third party analytics tools to collect information concerning Your and other users' gaming habits and use of the Product. The information collected may contain the following, without limitation: mobile device unique identity or other device identifiers and settings, carrier, operating system, localization information, date and time spent on the Product, game scores, game metrics and statistics, feature usage, advertising conversion rates, monetization rate, purchase history and other similar information. UBISOFT uses third party ad serving technologies that may collect information as a result of ad serving in the Product and that may temporarily display advertisements in the Product. The information collected and used for the targeted advertising may contain the following, without limitation: age and gender, number views of an advertisement, mobile device unique identity or other device identifiers and settings, information about Your use of the Product, Compatible Mobile Terminal, and other Internet sites (including third party web pages and mobile Internet sites) viewed by You (as well as date and time viewed), advertisement(s) served, the advertisement(s)' in game location and length, and Your response to the advertisement(s) (if any). The analytics tools and ad serving technologies may use server log files, web beacons, cookies, tracking pixels and other technologies to collect said information and may combine the information collected on other UBISOFT Products and services with information collected from other third party websites and mobile products and services and with demographic, advertisement, market and other analytics surveys. Standing alone, this information is not personal data; however, if UBISOFT combines any of this information with personal data, UBISOFT will treat this information as personal data pursuant to our Privacy Policy. You will find a non-exhaustive list of our partners whose analytic tools and ad serving technologies are used in our Product(s) at https://legal.ubi.com/partners/. UBISOFT makes its best efforts to provide You with the links to our partners' own privacy policies according to which their tools and technologies are used and when available the link to allow You to opt-out from their services.

4. CONSENT TO MONITOR.

When You are using the Product, the Product may monitor Your hardware random access memory (RAM) for unauthorized third party programs prohibited by Section 1 that interact with the Product. In the event that the Product detects such an unauthorized third party program, information may be communicated back to UBISOFT, including the name of your Account, your internet protocol (IP) address, details about the unauthorized third party program detected, and the time and date that the unauthorized third party program was detected, along with the hardware specifications and performance characteristics of Your hardware, with or without additional notice to You. If the Product detects the use of an unauthorized third party program, this License and Your access to the Product may be terminated with or without additional notice to You.

However, please note that UBISOFT is not responsible for and does not endorse the opinions, advice and/or recommendations displayed or sent by You in the Product, including in game chats. Such communications are the sole responsibility of the user in question.

5. LIMITED WARRANTY FOR PRODUCT PURCHASED AS A PHYSICAL MEDIUM.

If You purchased Product as a physical medium (CD, cartridge or DVD-ROM), this Section 6 is applicable to You:

UBISOFT warrants that the physical medium containing the Product shall be free from defects in material and workmanship for a period of ninety (90) days from the date of Your purchase of such medium. In the event that the medium containing the Product proves to be defective during that time period, UBISOFT will, at UBISOFT's option, free of charge, (a) correct any defect, (b) replace the Product, (c) substitute a similar Product of equal or greater value (in the event the Product is not longer being manufactured by UBISOFT or available in UBISOFT's inventory), or (d) refund Your money when You present UBISOFT with written proof of purchase of the defective medium. THIS IS YOUR SOLE AND EXCLUSIVE REMEDY FOR THE EXPRESS WARRANTY SET FORTH IN THIS SECTION. When returning the Product for warranty replacement please send the original Product disc, cartridge or DVD, as applicable, only in protective packaging and include: (1) a photocopy of Your dated sales receipt; (2) Your name and return address typed or clearly printed; (3) a brief note describing the defect, the problem(s) You are encountering and the hardware and system on which You are running the Program.

6. WARRANTY DISCLAIMER, LIMITATION OF LIABILITY.

YOU EXPRESSLY ACKNOWLEDGE THAT USE OF THE PRODUCT IS AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE PRODUCT IS SUPPLIED ON AN "AS IS" AND "AS AVAILABLE" BASIS. UBISOFT UBISOFT'S LICENSORS, CHANNEL PARTNERS AND ASSOCIATED SERVICE PROVIDERS DO NOT MAKE AND HEREBY DISCLAIM ANY GUARANTEES, CONDITIONS, WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY OR OTHER TERMS INCLUDING AS TO: (A) ITS CONFORMITY, ACCURACY, CURRENTNESS, COMPLETENESS, RELIABILITY OR SECURITY (B) ITS SUITABILITY FOR A PARTICULAR USE; (C) IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT; (D) ITS MARKET VALUE; OR (E) YOUR SATISFACTION. UBISOFT DOES NOT WARRANT THAT THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE PRODUCT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME ALL RESPONSIBILITY FOR SELECTING THE PRODUCT TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE PRODUCT.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT WILL UBISOFT, UBISOFT'S LICENSORS, CHANNEL PARTNERS AND ASSOCIATED SERVICE PROVIDERS BE LIABLE FOR LOSS OR DAMAGE SUFFERED IN CONNECTION WITH THE USE OF THE PRODUCT OR ANY RELATED THIRD PARTY SERVICE. THIS INCLUDES WITHOUT LIMITATION (A) ALL LOSSES OF ANY KIND, WHETHER IN TORT (INCLUDING FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY), CONTRACT, MISREPRESENTATION (WHETHER INNOCENT OR NEGLIGENT) OR OTHERWISE, (B) DIRECT LOSS; (C) ACCIDENTAL LOSS, (D) INCIDENTAL LOSS, (E) CONSEQUENTIAL LOSS, AND (F) INDIRECT LOSS.

NOTWITHSTANDING THE AFOREMENTIONED LIMITATIONS OF LIABILITY, YOUR SOLE REMEDY IN THE EVENT OF A DISPUTE WITH UBISOFT OR ITS LICENSORS, CHANNEL PARTNERS AND ASSOCIATED SERVICE PROVIDERS IS TO CEASE TO USE THE PRODUCT; AND IF APPLICABLE, SEEK DAMAGES FOR YOUR LOSSES. FOR ANY PRODUCT PURCHASED FOR USE ON A COMPATIBLE MOBILE TERMINAL THAT WOULD NOT MEET THE APPLICABLE LEGAL WARRANTIES, UBISOFT'S LIABILITY IS LIMITED TO THE REFUND (DIRECTLY OR INDIRECTLY THROUGH ITS CHANNEL PARTNERS OR ASSOCIATED SERVICE PROVIDERS) OF THE PURCHASE PRICE OF THE PRODUCT. IN NO EVENT UBISOFT, ITS AFFILIATES, LICENSORS, CHANNEL PARTNERS AND ASSOCIATED SERVICE PROVIDERS BE LIABLE FOR DAMAGES IN EXCESS OF ANY AMOUNT YOU HAVE PAID TO UBISOFT FOR THE PRODUCT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE TIME YOUR CAUSE OF ACTION AROSE.

NOTHING IN THIS SECTION 6 SHALL AFFECT UBISOFT'S LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM UBISOFT'S NEGLIGENCE, FOR FRAUD OR FRAUDULENT MISREPRESENTATION, NOR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

FOR PURPOSES OF THIS SECTION 6, UBISOFT'S LICENSORS, CHANNEL PARTNERS AND ASSOCIATED SERVICE PROVIDERS ARE THIRD PARTY BENEFICIARIES TO THE LIMITATIONS OF LIABILITY SPECIFIED HEREIN AND THEY MAY ENFORCE THIS EULA AGAINST YOU.

7. INDEMNITY.

You are solely responsible for any damage caused to UBISOFT, its licensors, channel partners and associated service providers and subcontractors, other users of the product or any other individual or legal entity as a result of Your violation of this EULA.

YOU HEREBY AGREE TO DEFEND, INDEMNIFY AND KEEP INDEMNIFIED UBISOFT AND ITS AFFILIATES, THEIR LICENSORS, CHANNEL PARTNERS AND ASSOCIATED SERVICE PROVIDERS AND THEIR SUBCONTRACTORS AGAINST ANY CLAIM OR ALLEGED CLAIMS, LIABILITIES, LOSSES DAMAGES AND ALL COSTS (INCLUDING LAWYERS' FEES), DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO YOUR FAULT AND/OR RESULTING FROM (A) A VIOLATION OF ANY PROVISION OF THIS EULA OR (B) YOUR USE OR MISUSE OF THE PRODUCT. UBISOFT reserves the right to take sole responsibility, at its own expense, for conducting the defense of any claim for which You agreed to indemnify UBISOFT. The provisions of this Section 7 shall remain in force after termination of this EULA.

8. TERMINATION.

The EULA is effective from the earlier of the date You purchase, download or use the Product, until terminated according to its terms. You and UBISOFT (or its licensors) may terminate this EULA, at any time, for any reason. Termination by UBISOFT will be effective upon (a) notice to You or (b) termination of Your UBISOFT Account (if any) or (c) at the time of UBISOFT's decision to discontinue offering and/or supporting the Product. This EULA will terminate automatically if You fail to comply with any of the terms and conditions of this EULA. Upon termination for any reason, You must immediately uninstall the Product and destroy all copies of the Product in Your possession.

9. CHANGES TO THIS EULA OR TO THE PRODUCT.

UBISOFT reserves the right, in its sole and absolute discretion, to revise, update, change, modify, add to, supplement, or delete certain terms of this EULA for security, legal, best practice or regulatory reasons. Such changes will be effective with or, as applicable, without prior notice to You. You can review the most current version of this EULA by clicking on the "EULA" link located on the Product or on ubi.com. You are responsible for checking this EULA periodically for changes. If any future changes to this EULA are unacceptable to You or cause You to no longer be in agreement or compliance with this EULA, You may terminate this EULA in accordance with Section 8 and must immediately uninstall the Product and destroy all copies of the Product. Your continued use of the Product following any revision to this EULA constitutes Your complete and irrevocable acceptance of any and all such changes.

UBISOFT may modify the Product for any reason or without any specific reason, at any time and at its entire discretion, in particular for technical reasons such as updates, maintenance operations and/or resets to improve and/or optimize the Product. You agree that the Product may install or download the modifications automatically. You agree that UBISOFT may stop to support previous versions of the Product upon availability of an updated version. UBISOFT's channel partners and associated service providers shall have no obligation to furnish any maintenance or customer support with respect to the Product. UBISOFT also reserves the right to amend the Rules of Conduct set out in Section 1 to place limits on the use of the Product.

10. MISCELLANEOUS.

10.1 Export Controls. The Product is subject to all applicable export restrictions. You must comply with all export and import laws and restrictions and regulations of any United States and foreign agency or authority relating to the Product and Your use of the Product. The Product may not be re-exported, downloaded or otherwise exported to, or installed by a national or resident of, any country to which the United States has embargoed goods, or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. 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.

10.2 Severance. If any court of competent jurisdiction or competent authority finds that any provision of this EULA 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 this EULA shall not be affected. If any invalid, unenforceable or illegal provision of this EULA 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 UBISOFT's initial intentions.

10.3 No Waiver. No failure or delay by UBISOFT (or its licensors) to exercise any right or remedy provided under this EULA 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 UBISOFT or by the User.

10.4 Law, Jurisdiction and Dispute Resolution.

10.4.1 To the extent permitted by applicable law, this EULA, and any disputes or claims arising out of or in connection with it, or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of the United States and the State of California, without giving effect to any principles of conflicts of laws. This EULA shall not be governed by the United Nations Conventions of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded from any interpretation of this EULA.

10.4.2 UBISOFT's goal is to provide you with a neutral and cost-effective means of resolving a dispute quickly. Thus, for any claim related to this EULA where the total amount sought (i) is equal to or more than $10,000 USD, you may, or (ii) is less than $10,000 USD, you must, initiate dispute proceedings by completing the Notice of Dispute Form accessible at https://legal.ubi.com/NoticeOfDispute/en-US . UBISOFT may offer to settle the claim, provided however that if the dispute is not resolved within 30 days from the date of UBISOFT's offer to settle or UBISOFT's receipt of the Notice of Dispute Form (whichever is later), you may invoke binding arbitration by filing a separate Demand for Arbitration accessible at https://legal.ubi.com/DemandForArbitration/en-US . A party electing arbitration shall initiate it through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (a) the arbitration shall be conducted, at the option of the party seeking relief, in person, by telephone, online, or based solely on written submissions; (b) any in person arbitration will take place in the county in which the city or town you have entered as your residence sits (and if neither is applicable, then the arbitration shall take place in San Francisco County, California); (c) either party may bring a claim in small claims court in lieu of arbitration; (d) the ADR provider may award any form of individual relief; (e) UBISOFT will pay all costs for non-frivolous claims; (f) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction; (g) UBISOFT may not seek reimbursement of its attorney's fees in connection with such arbitration; (h) in the event you receive an arbitration award greater than UBISOFT's last written settlement offer, UBISOFT will pay a ten thousand U.S. Dollar ($10,000.00 USD) minimum recovery and twice the amount of your attorney's fees, (i) claims must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. You hereby agree that for any dispute or claim that is less than $10,000 USD, you waive any right to a trial (by judge or jury), you waive any right to participate as a member of a class in a class action or similar proceeding, and you will abide by the dispute resolution mechanism in this Section.

10.4.3 For any dispute that is equal to or more than $10,000 and is not resolved or arbitrated under Section 10.4.2 of this EULA, it is hereby agreed that any action at law or in equity arising under this EULA shall be finally adjudicated or determined in any court or courts of the State of California, or of the United States of America, in Los Angeles County, California and the parties hereto hereby submit generally and unconditionally to the personal and exclusive jurisdiction and venue of these courts in respect to any such matter and consent to service of process by any means authorized by California law.

10.4.4 All claims you bring against UBISOFT must be resolved in accordance with this Section 10. All claims filed or brought contrary to this Section shall be considered improperly filed and a breach of this EULA. Should either party file a claim contrary to this Section, the other party may recover attorneys' fees and costs up to ten thousand U.S. Dollars ($10,000.00USD), provided that such party seeking such fees has notified the other in writing of the improperly filed claim, and the other has failed to promptly withdraw the claim.

For any questions concerning this EULA, you may contact UBISOFT at the following address: https://www.ubisoft.com/help

THIS EULA IS APPLICABLE ONLY TO THE EXTENT AUTHORISED BY LAW.

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