

Terms of use

“We all play by the same rules”

WELCOME TO THE UBISOFT WORLDS! Please read these terms of use carefully

1. WHAT ARE THE UBISOFT SERVICES AND HOW CAN I USE THEM ?

These Terms of Use (the "**Terms**") sets forth the agreement between Ubisoft Inc. and any one of its parent, subsidiary or affiliated companies, including without limitation Ubisoft Entertainment SA ("**UBISOFT**" or "**We**") and each user ("**You**" or "**User**"). Please read these Terms carefully as they set out the basis for which We make our Services (as defined below) available to You. The Terms govern your use of our games, downloadable content, season passes, game software (contained on disc, downloaded, or streamed), other software products, and online and mobile services including their online functions and other features, any updates/upgrades thereto, any related websites, UBISOFT platforms (including without limitation Ubisoft Connect) and the UBISOFT+ subscription service, and the servers, software and framework through which all the foregoing are provided to You (collectively, our "**Services**"). Please note that UBISOFT's Privacy Policy (legal.ubi.com/privacypolicy) is an integral part of these Terms and is integrated into them by reference. In addition, when using particular Service(s), You shall be subject to any posted guidelines or policies and/or other terms ", including without limitation the terms of sale ("**Terms of Sale**"), the End User License Agreement ("**EULA**") and other "game rules" applicable to such Service(s). All such guidelines or policies are incorporated by reference into these Terms and consequently any disputes related to such will be subject to the limitations on liability, dispute resolution, and arbitration provisions contained in these Terms. As a User, your use of any or all of our Services indicates your acceptance of these Terms and your agreement to comply with them fully. If You do not agree with these Terms, please do not continue to use our Services.

We reserve the right to change, modify, add, or delete clauses in these Terms at any time, in accordance with the procedures described below in Section 12. The "Last Updated" date at the top of these Terms will indicate when the latest modifications were made. By continuing to access and use our Services after these Terms have been modified, You are agreeing to such modifications. Please add this page to your bookmarks and consult this site regularly to find out about any updates to the Terms.

Our Services are for your individual, non-commercial, entertainment purposes only. Except as may be expressly permitted by the Terms, You may not sell or exchange anything You copy or derive from our Services. As long as You comply with these Terms, We grant You a personal, non-exclusive, non-transferable, limited right to use our Services strictly as detailed herein.

2. HOW DO I CREATE AN ACCOUNT AND WHAT DO I NEED TO KNOW ABOUT CREATING AN ACCOUNT?

2.1 Creation of your Account. You will need to create a UBISOFT account (an "Account") to access and use certain Services. You can create at <https://ubisoftconnect.com/>, by supplying a valid e-mail address, truthful and accurate information, and all the necessary criteria.

Except if specifically allowed within a particular Service, You acknowledge that You may not create multiple Accounts.

2.2 Creation of Your Username or Avatar. Certain Services may require the creation of a "Username" or an "avatar". You agree that your Username and/or avatar are linked to your Account and will be publicly displayed. We therefore advise You not to include your last name in your Username. Further, You may not use a Username and/or an avatar which is already used by someone else or which does not meet the requirements of these Terms (including without limitation any Game Code of Conduct). We reserve the right to refuse registration of, or cancel, a Username and/or avatar in our sole discretion.

2.3 Account Safety. You are solely responsible for and will be deemed to have carried out any activity, including any purchases, made by your Account.

You are also solely responsible for maintaining the confidentiality and security of your Account and any User identification, passwords, authentication codes or other security devices or procedures (collectively "Password"). To ensure Your Account safety, We strongly recommend that You:

- Never share your Account details with anyone.
- Activate the 2-Step Verification and any other safety options We may provide.
- Choose a strong alphanumeric password, *i.e.* containing lowercase, uppercase letters, numerals, special characters (@, #, etc.). We reserve the right to refuse any password at our discretion.
- Choose a password that is different from any other password You use to access third-party services; and change it on a regular basis.

We reserve the right to require you to change your Password at any time.

2.4 Equipment. Please note when creating your Account that use of our Services does not include supply by us of a computer or any other hardware, equipment or service necessary for their use. To use our Services, you must have your own means of telecommunication and Internet access.

3. WHAT ARE THE RULES OF CONDUCT FOR USING OUR SERVICES?

3.1 Rules of Conduct. We want to offer You and other Users a welcoming, safe and respectful gaming environment, both during gameplay and at any time in our Services. For You and other Users to feel part of such a friendly, safe and fair community, You agree that you will not (the **"Rules of Conduct"**):

- Abuse, harass or bully other Users or UBISOFT representatives via verbal or written communications. This includes but is not limited to trolling, flaming, spamming, or using language or content We deem illegal, dangerous, threatening, abusive, offensive, obscene, vulgar, defamatory or hateful.
- Buy, sell, trade or transfer your Account to anyone
- Bypass regional restrictions with the help of a proxy, VPN and other tools
- Engage in any activity, such as cheating, hacking, botting, boosting, or tampering that gives the Account owner (and/or his/her teammate(s)) an unfair advantage or causes detriment to other players' experience
- Take any inappropriate actions toward a Minor. This includes, but is not limited to, comments, private messages or UGC containing or relating to inappropriate behavior, including physical abuse, sexual abuse, and/or pornography
- Execute DDoS (Distributed Denial-of-Service) attacks utilizing multiple compromised computer systems to disrupt normal traffic of a UBISOFT server, service or network
- Exploit of any new or known glitches/bugs which provide an unfair advantage over other players
- Provide false Registration Information, creating an account with false information (email address, date of birth, etc).
- Commit fraud, reversal of credit card charges or "
chargeback"
resulting in debt. A chargeback can include credit card theft, identity theft, or non-approved use by family or friends
- Grief or inappropriately use the help services or reporting functions
- Groom or encourage other users to commit inappropriate or illegal acts in-game or the real world
- Impersonate any other player or UBISOFT representative or reveal any personal information of another player or UBISOFT representative
- Record any other player or UBISOFT representative without his or her consent
- Create an inappropriate Username or avatar. This includes but is not limited to the use of names containing profanity, sexual references or hate speech language. You may also not use a name containing "Ubi" or "Ubisoft" or anything related to political figures

- Violate any rules propagated by us with respect to Virtual Currency or Points systems (as defined below)
- Engage in any conduct which interrupts the general flow of gameplay in the game client, forum, or any other UBISOFT medium
- Refuse to obey the instructions of any UBISOFT representatives.

In the event of a violation of the Rules of Conduct, disciplinary action may be taken. Actual disciplinary action is dependent upon the severity and/or number of instances of the offenses and shall be decided at our discretion, on a case-by-case basis. We may issue a warning, suspend or close your Account temporarily or permanently, enact a hardware ID ban, reset your in game-progress to a previous state and/or suspend or close your ability to use one or more Services, or part of our Services, at any time based on prohibited conduct. Please note that the above list gives examples of forbidden conduct that may lead to investigation by our staff and/or disciplinary actions that may be taken. Neither the conduct nor the disciplinary actions should not be considered exhaustive.

3.2 Monitoring of Services by UBISOFT. We are not responsible for and do not endorse the opinions, advice and/or recommendations displayed or sent by Users on our Services, including on any public forum and decline any responsibility in this regard.

Subject to applicable law, We do not undertake to monitor or remove the content, messages and other information made available on our Services by Users. We nevertheless reserve the right, without this constituting an obligation, to review such content ,including without limitation the ability to contact You to confirm that You are the owner of the elements (text, words, images, sounds, videos, etc.) posted, and/or to remove any such content at its discretion, including without limitation, refusing any Username, avatar, screen name and/or password You have chosen. We further reserve the right to define additional rules of conduct and to place limits on the use of our Services.

4. CAN MINORS ACCESS OUR SERVICES ?

You must be at least 13 years of age (or such other minimum age as is applicable in your country of residence) to create an Account. If You are between 13 and 18 (or the age of majority where You live), You and your parent or guardian must review this Agreement together. Parents and guardians are responsible for the acts of children under 18 years of age when using our Services. We recommend that parents and guardians familiarize themselves with parental controls on devices they provide their child.

We may allow a minor under 13 to register for certain Services with parental approval. The parent/legal guardian may be asked to provide additional documentation or perform additional actions as part of the approval process as consistent with applicable law We reserve the right to refuse access to the Service pending confirmation and activation by his/her parent or guardian. In addition, We reserve the right to ask for written proof of parental consent for any User or potential User of our Services we suspect is a minor.

AS FAR AS IS PERMITTED BY APPLICABLE LAW, WE DECLINE ANY RESPONSIBILITY REGARDING ANY ACTIVITIES WHICH MAY BE CONDUCTED BY MINORS WITHOUT THE PERMISSION OF THEIR PARENTS OR LEGAL GUARDIANS. IF YOU ARE A PARENT OR LEGAL GUARDIAN AND YOU GIVE YOUR PERMISSION FOR YOUR CHILD TO REGISTER FOR ONE OR ALL OF OUR SERVICES, YOU THEREBY AGREE TO THE TERMS RELATING TO USE OF SUCH SERVICES BY YOUR CHILD.

Pursuant to 47 U.S.C. Section 230 (d) as amended, we hereby notify You that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist You in limiting access to material that is harmful to minors. Information identifying current providers of such protection is available at www.staysafe.org.

5. WHAT ARE SOME FEATURES OF OUR SERVICES AND HOW CAN I ACCESS THEM?

5.1 Does UBISOFT Offer Virtual Currency, Virtual Items and/or Points In Our Services?

Within certain Services, We may offer You the possibility of obtaining in-game virtual currency or additional content which, once added to your Account, can be used to enhance your experience within the game or within the application ("Virtual Content"). Additionally, We may offer a system enabling you to obtain points for your use or certain Services (the "Points System"). You may exchange these points for additional content which We offer under the Points System. We reserve the right to modify or eliminate any or all of the Virtual Content or Points Systems at any time entirely at its own discretion, subject only to these Terms and applicable law.

Notwithstanding any provision to the contrary contained in these Terms, Virtual Content, any points within a Points System, 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. You may not sell or transfer Virtual Content or any points by any means, nor buy such for any purposes other than for their use in the Service(s). You acknowledge that We are not required to provide a refund or other compensation for unused virtual content or points when an Account is closed, whether such closure was voluntary or involuntary.

5.2 What Is Available On Our Store And How Can I Make Purchases In Store And In-Game?

We may allow You to purchase products via our online store accessible at <https://store.ubi.com/> or through Ubisoft Connect. We may limit your ability to purchase products based on multiple criteria including, but not limited to, your age, territory, limited quantities of products available, etc. We may also offer periodical promotions for which separate terms apply.

Wallet. We may make available to You on your Account an electronic wallet (the "**Wallet**"). Such Wallet is not a bank account nor a payment instrument, and funds You may place on it (i) do not constitute a personal property right, (ii) can only be used to purchase Services from us, have no value outside of our Services, (iii) are not exchangeable for cash, and (iv) are, unless required by law, non-refundable and non-transferable. We may limit the maximum amount of funds (i) You may have on your Wallet; (ii) You may add per day/month on such Wallet; and/or (iii) You may spend using your Wallet. We may update such limits from time to time, at our discretion.

Prepaid Cards. We may enable You the ability to purchase and/or redeem prepaid cards to purchase certain Services and/or fund your Wallet. You will not be able to fund a Wallet by applying the value of a given prepaid card if your Wallet already reached the aforementioned limits. Except as otherwise specified by us, your Wallet will only accept prepaid cards with currency value from the same country as the one designated for your Account.

Specific terms apply to the UBISOFT Store, Wallet and Prepaid Cards which are incorporated in these Terms and available on such Service.

5.3 What Third-Party Products May Be Offered On Our Services?

We may highlight certain third party products and/or services by inserting promotional links, advertising banners, or any other advertising and promotional elements, and We may also carry out cross-marketing operations with any third party of our choice. Links on our Services to third-party websites and applications are provided only as a convenience to You. If You use these links, You will leave our Services. Your dealings with third parties through links to such third-party websites or applications are solely between You and such third parties. We do not control or endorse any third-party websites. You agree that You use these links at your own risk, and that We will not be responsible or liable for any content, goods, or services: (i) provided on or through these third-party websites or applications or (ii) for your use or inability to use such websites or applications, nor (iii) for any products or services or promotions You purchase or enroll in via those websites or applications, even for claims of quality or performance contained in or on our Services. You are advised that other websites and applications, including third-party websites and applications linked from our Services, might contain material or information that some people may find offensive or inappropriate, or that is inaccurate, untrue, misleading or deceptive, defamatory, libelous, infringing of others' rights or otherwise unlawful.

5.4 How Can I Participate in Beta Tests on Our Services?

We may in our own discretion, permit You to test, evaluate or comment on one or more Services before they are marketed or launched, in order to identify bugs and errors in the programs and/or improve their functioning ("**Beta Test**"). You agree that the Beta content which is supplied to You under a Beta Test is highly confidential information belonging to us and that You may be required to sign a confidentiality or other agreement for each Beta Test in which You participate. You must perform the Beta Test personally. All comments, feedback, suggestions, ideas, criticisms and other data (collectively referred to as the "**Comments**") passed on, disclosed or offered to us in the course of the Beta Tests will be the exclusive property of UBISOFT. You therefore agree not to make your Comments accessible by any means or process to any outside party other than us. You acknowledge that, unless prohibited from doing so under applicable law, We may use, sell, promote and exploit the Comments in any way, without restriction and without compensation to You. You acknowledge that We may protect certain Beta Test content by incorporating technical protection measures in them to prevent any unlawful reproduction or modification of such content. Beta Test content is supplied to You "as is" and "according to availability" without any explicit or implicit guarantee of any kind. You play on a beta version at your own risk. You accept that (i) the games may include known or unknown bugs; and (ii) your progress and your data in the game may be erased at any time. At the end of the test period, or at any time when We ask You to do so, You shall

return immediately all content received from us. You agree that violation of your obligations under this Section would cause us irreparable damage and that We would be entitled to take any action to prevent any breach or risk of a breach of your obligations or to obtain compensation for the damage We have incurred, in addition and without prejudice to the right to terminate your Account in accordance with these Terms. Nothing in these Terms may be interpreted as giving You any right or privilege regarding the Beta Test content.

5.5. What Technical Protective Measures May We Use On Our Services?

CERTAIN UBISOFT SERVICES MAY BE PROTECTED BY TECHNICAL PROTECTION MEASURES AND DIGITAL RIGHTS MANAGEMENT, INCLUDING, WITHOUT LIMITATION, PHYSICAL PROTECTION, TATTOOING (WATERMARKING), DIGITAL KEYS ACTIVATION AND DIRECT ENTITLEMENT. A HIGH-SPEED INTERNET CONNECTION ARE NECESSARY TO ACCESS THE ONLINE FUNCTIONS AND TO PLAY ONLINE AND UNLOCK CERTAIN CONTENT. SUCH CONTENT MAY BE UNLOCKED ONCE ONLY WITH A UNIQUE KEY. A *PERMANENT* HIGH-SPEED INTERNET CONNECTION MAY BE NECESSARY TO ACCESS OR USE SERVICE(S) INCORPORATING DIGITAL RIGHTS MANAGEMENT TECHNOLOGY.

5.6. Any Safety Tips When Using Our Services?

We advise You to take the following precautions in all cases when using a video game. Avoid playing if You are tired and/or short of sleep. Make sure that You play in a well lit room and moderate the brightness of your screen. When You play a video game requiring connection to a screen, play at a good distance from the screen and as far away as the connection lead allows. While using the game, take breaks of 10 to 15 minutes every hour.

Epilepsy warning: In addition, some individuals may have epileptic seizures including, in certain cases, with loss of consciousness, particularly when exposed to strong luminous stimulations (rapid succession of images or repetition of simple geometrical figures, flashes or exposures). Such individuals are exposed to risks of seizures when they play certain video games containing such luminous stimulations; consult your doctor before any use. Parents must also pay particularly close attention to their children when they play video games. If You or your child present one of the following symptoms: dizziness, vision problems, contraction of the eyes or muscles, disorientation, involuntary movement or convulsions or momentary loss of consciousness, You should immediately stop playing and consult a doctor.

5.7 Are There Specific Terms For Mobile Services?

You may access certain Services via your mobile devices, including but not limited to, phones, smartphones, tablets and their derivatives ("Mobile Device") Please read carefully the EULA or other document(s) governing your use of Services accessible through a Mobile Device.

6. WHAT ABOUT CONTENT I MAY CREATE OR UPLOAD ON OUR SERVICES (UGC)?

In certain Services, You may create, upload, edit, modify, adapt, publish and/or submit names, images, designs, skins, photos, videos, maps, music compositions/sheets, streams, activities and other materials (collectively, "**User Generated Content**" or "**UGC**"). You warrant that your UGC will comply with these Terms at all times, during and after its creation, and with any additional terms that may be applicable. This Section will continue to apply after any termination of your Account and/or termination or suspension of a Service.

6.1 UGC that You produce from pre-existing UBISOFT Content ("**Derived UGC**").

Summary of Derived UGC: We are the sole owner of all Intellectual Property Rights relating to Derived UGC. You hereby irrevocably assign to UBISOFT, with full title guarantee, free of charge, all Intellectual Property Rights and rights of use You may have over Derived UGC, on a worldwide basis and for the period of protection of each right. We may file or register any application for Intellectual Property Rights relating to Derived UGC in our name, in all countries in the world. In this respect, You must: (i) sign and supply any document, deed of transfer, requested by us for all registration purposes, and (ii) provide all necessary assistance to us, at our expense, in any related action or procedure. In the event that a court of competent jurisdiction determines that some or all of your rights in Derived UGC cannot be validly transferred to Us, You hereby grant: (i) us a perpetual, royalty-free, exclusive, irrevocable, transferable, worldwide license to use, copy, host, reproduce, represent, modify, display, distribute, publicly perform, publicly display and, in general, otherwise exploit, online and offline, Derived UGC for any purpose, without You necessarily being mentioned as the source of such Derived UGC; and (ii) other Users a perpetual, royalty-free, non-exclusive, irrevocable, worldwide license to access, display, copy, adapt and modify Derived UGC and create derivative works within our Services.

Your use of Derived UGC. You cannot use the Derived UGC other than strictly pursuant to the Terms. We hereby grant You a non-exclusive and non-transferable personal license, revocable at all times, to use Derived UGC You have produced throughout the world and for the duration of Your use of our Services, solely in order to: record it on your console, computer, mobile terminal or any medium You use to access our Services, load it on our Services, and, share it with other Users on our Services.

6.2 UGC featuring your image. If Your UGC reproduces your image, You acknowledge that We have a right to use your image as part of our Services throughout the world in perpetuity. If Your UGC features the image of any person other than yourself, You warrant that You have received the permission of such person for the use of his/her image and You indemnify UBISOFT for any losses which We may incur in the event of a complaint, action or claim by such other person concerning the use by us of his/her image, derived from your UGC.

6.3 UGC You create independently from pre-existing UBISOFT content ("Independent UGC"). You hereby grant UBISOFT and our licensees, distributors, partners, agents, representatives a perpetual, royalty-free, non-exclusive, irrevocable, transferable (in whole or part) worldwide license to use, copy, host, reproduce, represent, modify, display, distribute, publicly perform, publicly display and, in general, otherwise exploit, online and offline, Independent UGC (including all Intellectual Property Rights therein) in whole or in part, for any purpose.

6.4 In all cases for Derived UGC, Independent UGC and UGC featuring your image (all collectively "UGC"):

(i) Unless otherwise specifically authorized by UBISOFT, the ability to create UGC is part of the Service We offer and does not entitle You to any payment or any other kind of monetization/benefits (e.g. UBISOFT Virtual Currency, in-game items, etc.), including when the UGC is made available to other Users;

(ii) You warrant to us that UGC (a) does not infringe the Intellectual Property Rights or other rights of any third party, (iii) does not constitute an act of unfair competition and (b) does not require that We obtain further licenses from or pay royalties or compensation to or provide any attribution to any third parties;

(iv) You warrant that You are personally responsible for the UGC You create, use and/or publish while using our Services and that the indemnification provisions of Section 10 will apply to UGC; (a) unless and until We remove your UGC, it may be associated with your username and will be made available to Users; and (b) to the extent permissible under applicable law, You waive your moral rights in all UGC You create and any broadly equivalent rights You may have in any territory of the world, and You vouch for the obtaining of the same agreement from any other person who might invoke moral rights over your UGC.

7. WHAT INTELLECTUAL PROPERTY RIGHTS ARE ATTACHED TO OUR SERVICES ?

You acknowledge that all materials on or in our Services, including the Services' texts, design, graphics, music, characters, names, themes, objects, scenery, costumes, effects, dialogues, slogans, places, characters, diagrams, concepts, choreographies, videos, sounds, pictures, audio-visual effects, domain names, and the selection and arrangement thereof (collectively, "Materials") are the property of us or our licensors, and are subject to and protected by United States and international copyright and other intellectual property laws and rights. You will not obtain any ownership interest in the Materials or our Services through these Terms or otherwise. All rights to Materials not expressly granted in these Terms are reserved to their respective copyright owners. Except as expressly authorized by these Terms or on our Services, You may not copy, reproduce, distribute, republish, download, perform, display, post, transmit, exploit, create derivative works or otherwise use any of the Materials in any form or by any means, without the prior written authorization of us or the respective copyright owner, which may be granted at its sole discretion.

The trademarks, services marks, trade names, trade dress, logos, page headers, custom graphics, button icons and scripts (collectively, "Marks") contained or described on our Services and any Marks associated with any products available on our Services) are the sole property of UBISOFT and/or our licensors and may not be copied, imitated or otherwise used, in whole or in part, without the prior written authorization of us and/or our licensors. We will enforce our intellectual property rights to the fullest extent of the law.

We make no representations that our Services, or the Materials or products described or offered on our Services are appropriate or available for use in jurisdictions outside the United States, or that these Terms comply with the laws of any other country. If You use our Services and reside

outside the United States, You do so at your own risk and are responsible for compliance with all laws, if and to the extent local laws are applicable. You agree that You will not access our Services from any territory where its contents are illegal. You may not use or export or re-export any content downloaded from our Services or any copy or adaptation of such content, in violation of any applicable laws or regulations, including without limitation United States export laws and regulations.

You may submit reviews, comments, or other feedback on our Services. However, please note our submission policies below:

A. UBISOFT'S Unsolicited Ideas Policy: We appreciate your enthusiasm and the time and energy You spend playing our games. However, our company policy does not allow us or any of our employees to accept or consider any unsolicited ideas, suggestions, proposals, comments or materials ("Submissions"). The purpose of this policy is to avoid potential misunderstandings or disputes if products, services or features We develop or publish might appear to be similar or identical to ideas that may have independently occurred to You.

B. Terms of Idea Submissions: If You still choose to submit ideas to us in spite of our warnings, then regardless of what your communication says, You agree that:

- Your Submissions shall be deemed non-confidential and non-proprietary.
- We shall have no obligations concerning your Submissions, including but not limited to, no obligation to review or return any materials or acknowledge receipt of any Submissions.
- We may use, redistribute, or disclose the Submissions worldwide without any restriction, in any way and for any purpose whatsoever, commercial or otherwise, without any compensation or credit obligation to You or any third party.

C. Feedback: While We cannot accept unsolicited ideas, We are always happy to receive specific feedback regarding the existing features of our Services. It helps us learn how to best satisfy your needs. Please do not include ideas that our policy will not permit us to accept or consider, as noted above. Any feedback You provide is deemed to be non-confidential and non-proprietary. We shall be free to use such feedback on an unrestricted basis, without any compensation or credit obligation to You or any third party.

8. HOW DO I REPORT UNLAWFUL AND OTHER PROHIBITED CONTENT ON OUR SERVICES ?

8.1 Unlawful Content. If You believe that any content made available on our Services by Users does not comply with these Terms (including the Rules of Conduct stipulated in Section 3), You may report this to us by using the "Report" option available in each Service, by contacting Ubisoft customer support at <https://support.ubi.com> or by sending a letter to the following address, indicating the information listed below.

Address: Infringement, 625 3rd Street, San Francisco, CA 94107, USA c/o Legal Department

- Specify the date of your notification;
- Indicate your last name, first name, country of residence, address, telephone number and e-mail address;
- Identify and describe the content which is, in your opinion, contrary to these Terms or infringing, indicating its precise location on the Services;
- Indicate the reasons why You believe that this content does not comply with these Terms and should be removed from the Services. With regard to this, cite the legal provisions and proof of the facts;
- Attach a declaration specifying that all the information you have passed on to UBISOFT is correct.

After receipt of a full notification, We reserve the right to act as We deem appropriate, entirely at our own discretion. Please note that presenting content as being unlawful with the aim of obtaining its removal or causing its dissemination on the Services to be discontinued, when You are aware that this information is incorrect, is punishable by law. We reserve the right to ask You to cease to use any content which it believes to be contrary to the provisions of the Terms and/or delete or deactivate the content in question. If We delete or deactivate any content that You have published which is considered to be manifestly unlawful and contrary to these Terms, We reserve the right to suspend or delete your Account, in accordance with these Terms.

8.2 Copyright Notice. We respect the intellectual property rights of others and expect Users to do the same. If You are a copyright owner or an agent thereof, and You believe that content used on websites or online services operated by us, constitutes copyright infringement, You may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") to our Designated Copyright Agent ("Agent"). We respond to clear notices that are compliant with the DMCA (please consult your legal counsel or see 17 U.S.C. Section 512(c)(3) to confirm the requirements). To file a copyright infringement notification with us, You will need to send a written communication that includes the following:

- A physical or electronic signature of a person authorized to act on behalf of the copyright owner;
- A description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notice, a representative list of such works at that site;
- A description of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material such as the exact URL or a description of where the alleged infringing material is located;
- Your name, address, telephone number, and, if available, email address;
- A statement that You have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- A statement that the information in the notification is accurate, and under penalty of perjury, that You are authorized to act on behalf of the copyright owner.

Please send your notice to the attention of:

Copyright Agent

c/o Legal Department

625 3rd Street

San Francisco, CA 94107 USA

email: copyright-infringement@ubisoft.com

We will terminate accounts of repeat infringers as set out in the DMCA and Section 10 below. Please note that under Section 512(f) of the DMCA any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability for damages (including costs and attorney fees). Please also note that the information provided in your copyright infringement notification may be forwarded to the person who provided the allegedly infringing material. We may, at our discretion, share a copy of your notice with third parties, including for publication.

PLEASE READ SECTIONS 9-11 CAREFULLY; THEY AFFECT YOUR RIGHTS .

9. PLEASE NOTE: UBISOFT MAKES NO GUARANTEES OR WARRANTIES ABOUT OUR SERVICES.

YOU EXPRESSLY ACKNOWLEDGE THAT USE OF THE SERVICES IS AT YOUR OWN RISK AND ARE SUPPLIED ON AN "AS IS" OR "AS AVAILABLE" BASIS. UBISOFT AND UBISOFT'S LICENSORS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND OTHER REPRESENTATIVES WORLDWIDE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES AND NON-INFRINGEMENT.

WE DO NOT GUARANTEE AND MAKE NO COMMITMENT OR WARRANTY CONCERNING THE USE OF THE SERVICES OR THE RESULTS OF THE USE OF THE SERVICES IN TERMS OF CONFORMITY, ACCURACY, COMPLETENESS, RELIABILITY, SECURITY, AVAILABILITY ETC. WITHIN THE LIMITS AUTHORIZED BY APPLICABLE LAW, WE DO NOT OFFER ANY GUARANTEE CONCERNING THE MARKET VALUE OF THE SERVICES AND GAMES, YOUR SATISFACTION OR THE SUITABILITY OF THE SERVICES OR GAMES FOR A PARTICULAR USE. IN ADDITION, WE OFFER NO GUARANTEE THAT THE SERVICES WILL BE SECURE, FREE OF INTERRUPTION OR ERRORS, BUGS, VIRUSES OR HARMFUL ELEMENTS, OR THAT ERRORS, BUGS, VIRUSES OR HARMFUL ELEMENTS WILL BE CORRECTED. LASTLY, WE OFFER NO GUARANTEE THAT THE INFORMATION, CONTENTS AND/OR

ELEMENTS ACCESSIBLE VIA THE SERVICES ARE ACCURATE, COMPLETE OR UP TO DATE. IN PARTICULAR, WE DO NOT EXHAUSTIVELY CHECK THE CONTENT OR THE WORDS THAT YOU OR OTHER USERS PUBLISH VIA THE SERVICES, OR YOUR ACTIONS WITHIN THE FRAMEWORK OF THE SERVICES. WE THEREFORE OFFER NO GUARANTEE AND ACCEPT NO RESPONSIBILITY TO YOU WITH REGARD TO YOUR OWN ACTIONS AND/OR THE ACTIONS OF OTHER USERS OF THE SERVICES. WE DO NOT OFFER ANY WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES; SUCH ACTION IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ANY OF OWN HARDWARE OR SOFTWARE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

YOU WILL BEAR ALL COSTS AND ALL RISKS ASSOCIATED WITH THE USE OF THE SERVICES. IN ADDITION, YOU WILL BEAR THE WHOLE COST OF ANY MAINTENANCE, REPAIR OR CORRECTION REQUIRED. YOU WILL BEAR ALL RISKS ASSOCIATED WITH TIME AND EFFORT LOST, LOSS OF DATA (PARTICULARLY ANY GAME DATA), ERRORS OR LOSS OF COMMERCIAL OR OTHER INFORMATION RESULTING FROM THE USE OF THE SERVICES.

YOU WILL BEAR SOLE RESPONSIBILITY FOR ANY DAMAGE CAUSED TO UBISOFT, ITS PARTNERS, OTHER USERS OF THE SERVICES OR ANY OTHER INDIVIDUAL OR LEGAL ENTITY AS A RESULT OF YOUR USE OF ALL OR PART OF THE SERVICES AND/OR GAMES IN VIOLATION OF THE LAW OR OF YOUR OBLIGATIONS AS STIPULATED IN THESE TERMS.

UBISOFT MAY IN NO CASE BE HELD LIABLE FOR PAYMENT TO YOU OF ANY SUM OR ANY DAMAGES AS A RESULT OF YOUR BEING UNABLE TO USE ALL OR PART OF THE SERVICES. IN NO CASE MAY UBISOFT BE HELD RESPONSIBLE FOR ANY DIRECT, INDIRECT, ACCIDENTAL, INCIDENTAL OR OTHER DAMAGES RESULTING FROM THE USE OR IMPOSSIBILITY OF USING THE SERVICES, EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES INCLUDING ANY LIABILITY (I) AS A PUBLISHER OF INFORMATION, (II) FOR ANY INCORRECT OR INACCURATE INFORMATION, (III) FOR ANY UNAUTHORIZED ACCESS TO OR DISCLOSURE OF YOUR TRANSMISSIONS OR DATA, (IV) FOR STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE, OR (V) FOR ANY OTHER MATTER RELATING TO THIS SITE OR ANY THIRD-PARTY WEBSITE. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF GOOD WILL, LOSS OF USE, LOSS OF DATA, COST OF PROCURING SUBSTITUTE GOODS, SERVICES, OR INFORMATION, LITIGATION OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE) PRODUCT LIABILITY OR OTHERWISE, EVEN IF AN INDIVIDUAL ADVISES OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF LIABILITY SET FORTH HEREIN ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN UBISOFT AND YOU. THE INFORMATION AND SERVICES OFFERED ON AND THROUGH THE SITE WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS.

IN THE EVENT OF A BREACH OF YOUR LEGAL OR CONTRACTUAL OBLIGATIONS, WE RESERVE THE RIGHT (i) TO DELETE YOUR ACCOUNT AND TERMINATE YOUR LICENSE FOR USE OF THE SERVICES AND (ii) TO TAKE LEGAL ACTION ON GROUNDS OF CIVIL OR CRIMINAL RESPONSIBILITY IN ORDER TO HALT THE VIOLATION AND OBTAIN COMPENSATION FOR ITS LOSSES. IN PARTICULAR, WITHOUT LIMITATION, WE RESERVE THE RIGHT TO PROSECUTE ANY USER WHO WAS DELIBERATELY DAMAGED OR ATTEMPTED TO DAMAGE THE SERVICES OR DISRUPTED THE LEGITIMATE FUNCTIONING OF THE SERVICES OR PROVIDED ASSISTANCE FOR SO DOING.

YOU ACKNOWLEDGE AND ACCEPT THAT, WITHIN THE LIMITS AUTHORIZED BY LAW, IN THE EVENT OF A DISPUTE WITH UBISOFT OR ITS LICENSORS YOU MAY (i) CEASE TO USE THE SERVICES AND TERMINATE YOUR ACCOUNT AND, (ii) IF APPLICABLE, TAKE LEGAL ACTION TO OBTAIN COMPENSATION FOR YOUR LOSSES. THE LIABILITY OF UBISOFT, INCLUDING ITS LICENSORS AND AFFILIATED COMPANIES AND THEIR RESPECTIVE EMPLOYEES, MANAGERS OR DIRECTORS (COLLECTIVELY REFERRED TO AS THE "**AFFILIATES**") TO YOU MAY NOT EXCEED THE PRICE YOU HAVE PAID FOR THE SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO THE OCCURRENCE OF THE DISPUTE.

REGARDLESS OF THE ABOVE, THE PROVISIONS OF THIS SECTION IN NO EVENT LIMIT OUR LIABILITY TO YOU IN THE EVENT OF FRAUDULENT STATEMENTS OR DEATH OR PHYSICAL INJURY RESULTING FROM OUR NEGLIGENCE. IN ADDITION, THE RESTRICTIONS, EXCLUSIONS AND NON-LIABILITY CLAUSES OF THIS SECTION AND OF THE OTHER STIPULATIONS OF THESE TERMS APPLY WITHIN THE LIMITS OF APPLICABLE LAW.

SOME JURISDICTIONS DO NOT ALLOW DISCLAIMER OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH

JURISDICTIONS, THE EXCLUSIONS AND LIABILITY ARE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

10. YOU AGREE TO INDEMNIFY UBISOFT.

If We ask You to do so, You shall defend and guarantee UBISOFT, its licensors, subcontractors and other content suppliers against all liabilities, claims and damages and all costs, including lawyers' fees, following and/or resulting from a violation of these Terms for which You are responsible or more generally, your use of our Services or behavior on the Services or any activity by your account by You or any other person. Without limiting the generality of the foregoing, You shall defend UBISOFT and hold it harmless in the event of inappropriate or illegal use of your Account, including in the event of illegal or inappropriate use by someone You have authorized to use your Account. You agree to be held personally responsible for your use of our Services and for all your communications and activities on our Services. We reserve the right, at our own expense, to take sole responsibility for conducting the defense in and controlling any other cases for which You are normally obliged to defend it. If it does so, You will no longer have any obligation to defend us concerning the case in question. The provisions of this Section remain valid and in force after termination of these Terms or of your Account, subject to applicable law.

11. HOW WILL DISPUTES CONNECTED TO OUR SERVICES BE HANDLED?

11.1 Our goal is to provide You with a neutral and cost-effective means of resolving the dispute quickly. Thus, for any claim related to these Terms or our Services 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](#). We may offer to settle the claim, provided however that if the dispute is not resolved within 30 days from the date of our offer to settle or our receipt of the Notice of Dispute Form (whichever is later), You may invoke binding arbitration by filing a separate [Demand for Arbitration](#). 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) We will pay all costs for non-frivolous claims; (f) We judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction; (g) We may not seek reimbursement of its attorney's fees in connection with such arbitration unless your claim is frivolous; (h) in the event the arbitrator awards in your favor and You receive an arbitration award greater than our last written settlement offer, We will pay You 150% of your arbitration award, up to \$5,000 USD over and above your arbitration award and the fees your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration , **(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.** (The rights to attorneys' fees and expenses discussed above supplements any right to attorneys' fees and expenses You may have under applicable law, You may not recover duplicative awards of attorneys' fees or costs).

11.2 The formation, construction and interpretation of these Terms shall in all respects be 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. These Terms 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 these Terms. For any dispute that is equal to or more than \$10,000 and is not resolved or arbitrated under these Terms, it is hereby agreed that any action at law or in equity arising under these Terms and/or your use of our Services 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.

11.3 All claims You bring against UBISOFT must be resolved in accordance with this Section. All claims filed or brought contrary to this Section shall be considered improperly filed and a breach of these Terms. 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.

12. HOW WILL WE UPDATE OUR SERVICES OR THESE TERMS ?

12.1 Modification of Terms. We reserve the right to modify these Terms and other notices contained on the UBISOFT Services, at any time, temporarily or permanently and entirely at our own discretion. If You do not agree to the changes made to these Terms, You may close your Account in accordance with Section 13. You therefore undertake to check any modifications regularly and to comply with them fully. Any use of our Services subsequent to updates and/or modifications implies acceptance of the Terms thus updated and modified.

12.2 Modification to Services and Access to Services. We may modify our Services and/or your access to them at any time for any reasons. In particular, We may deem it necessary to carry out updates, maintenance operations and/or resets to improve and/or optimize our Services. Such updates, maintenance operations and/or resets may affect our Services including without limitation (a) restricting your access to all or part of our Services and/or (b) deleting all or part of the Services, subject to applicable law. In addition, We reserve the right to modify the prices of specific Services including without limitation modifying a Service from a paid Service to a free to play Service at any time for any reason. PLEASE NOTE THAT WE MAY CANCEL ACCESS TO ONE OR MORE ONLINE FUNCTIONS CONNECTED TO ONE OR MORE SERVICE(S) AT ANY TIME AND FOR ANY REASON WITH OR WITHOUT NOTICE TO YOU, ALL SUBJECT TO APPLICABLE LAW.

12.3 Tools and Software Updates The Services may ask You or enable You to download software, updates, patches and/or other utilities and tools supplied by us or our licensors (referred to as the "UBISOFT Software") onto hardware mediums authorized by us. We grant You a personal, non-transferable and non-exclusive license enabling You to use this UBISOFT Software solely for the purposes of use of our Services, throughout the world and for the legal period of protection of the UBISOFT Software under intellectual property rights. We may specify terms of use for this UBISOFT Software at the time at which it is made available to you. Please note that the performances of the UBISOFT Software and the related Services may vary depending on your hardware. We may from time to time supply You with updates or modifications of the UBISOFT Software. You acknowledge that certain updates and modifications may be necessary in order to be able to continue to use the UBISOFT Software and o Services.

13. CAN MY ACCOUNT BE TERMINATED ?

These Terms are effective unless and until terminated by either You or UBISOFT. These Terms may be terminated or suspended at any time, without notice, for any reason, including without limitation due to violations of the Code of Conduct. If you have more than one Account, We reserve the right to delete all the Accounts you have opened.

13.1 Termination of your Account at your initiative. You may terminate your Account at any time, automatically and without any judicial formality on the Ubisoft Account management page <https://account.ubisoft.com/>. We reserve the right to recover any charges owed to us, or anyone else, in connection with our Services, before the cancellation of your Account. Subject to compliance with the termination procedure indicated above, the termination of your Account will come into force within a reasonable period of time after receipt of your request.

13.2 Consequences of Termination of the Account. In the event of termination or suspension of your Account, You will lose, and We may delete, your profile and the related information You have passed on to us, together with any UGC you may have published, uploaded or made available on our Services. However, to the extent permitted by applicable law, We reserve the right to store your profile and any of the aforementioned Content on its servers. In the event of termination of your Account, you must immediately cease all use of the Services and destroy any related documentation on any medium. In the event of termination of your Account, You will not be able to participate in the Service(s) again without our express permission. In the event of termination of your Account or of a Service or Services associated with your Account, all achievements, virtual items and/or virtual currency that You have acquired may, in our sole discretion, be terminated or forfeited. You have no property rights in any achievements, virtual items and/or virtual currency. Any fees paid hereunder are non-refundable.

Sections that due to their nature are intended to survive, shall survive the termination of these Terms.

14. NOTICE TO CALIFORNIA RESIDENTS .

Pursuant to Cal. Civil Code § 1789.3, please note that (a) UBISOFT is located at 625 3rd Street San Francisco CA 94107, (b) The fees and charges for the Services vary depending on the services selected by you, and (c) If You have a complaint regarding the Services or desire further information on use of the Services, visit <https://support.ubisoft.com>. For complaints, You may also contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs in writing at 400 "R" Street, Sacramento, CA 95814 or by telephone at (916) 445-1254 or (800) 952-5210.

15. ANYTHING ELSE I SHOULD KNOW ?

15.1 Titles and Headings. Titles and headings are for convenience only and do not control the meaning or interpretation of any provision of these Terms.

15.2 Severability. If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

15.3 No Waiver. The failure or neglect by You or UBISOFT to enforce any of rights under these Terms will not be deemed to be a waiver of your or UBISOFT'S rights.

15.4 Entire Agreement. The Terms, all other documents and policies incorporated herein, represent the entire agreement between You and UBISOFT concerning your rights and obligations as to the use of our Services and supersede any and all prior or contemporaneous agreements, representations, warranties and understandings, written or oral, with respect to the subject matter of the Terms.

15.5 Force Majeure. Subject to applicable law, We will not be held liable for circumstances beyond our reasonable control.

15.6 Contacts. These Terms can be accessed at any time at www.ubisoft.com or legal.ubi.com/termsfuse. For any question concerning these Terms or our Services, You may contact us by visiting <https://support.ubisoft.com>.