

# Ubisoft Quartz Terms of Use

Ubisoft Quartz is a Service provided to you by Ubisoft Entertainment S.A., or any of its subsidiaries or affiliated companies ("**We**"), enabling you to acquire Digits (as defined in Article 1.1 below). These Ubisoft Quartz Terms of Use (the "**Ubisoft Quartz Terms**") describe your rights and obligations with respect to any of the Ubisoft features and content accessible to you as part of Ubisoft Quartz (including, without limitation, the Digits). These Ubisoft Quartz Terms are incorporated by reference into the Ubisoft Terms of Use available at <https://legal.ubi.com/termsfuse> ("**Terms of Use**"), which you have previously accepted and which also apply to your use of Ubisoft Quartz. In case of inconsistency between Ubisoft Quartz Terms and Terms of Use, the first ones will prevail on the second ones. Additional terms and conditions may apply for specific Ubisoft Quartz offers that we can make available to you from time to time. Please make sure to read them carefully. All capitalized terms used but not defined herein shall have the meaning given to them in the Terms of Use. For the avoidance of doubt, all references to "Service(s)" in the Terms of Use shall include Ubisoft Quartz.

## 1. Description & Availability of Ubisoft Quartz

### 1.1 Description

Ubisoft Quartz is an online Service available at <https://quartz.ubisoft.com> dedicated to enhancing your gaming experience. It enables you to acquire non-fungible tokens ("**NFT**") representing in-game cosmetic items and their associated video collectible (the "**Digits**") via transactions conducted through the Tezos blockchain network. The Digits are playable in the Ubisoft Connect PC version of Tom Clancy's Ghost Recon® Breakpoint (the "**Game**"). Each Digit is unique, features a specific serial number and is part of an edition that contains a fixed number of Digits determined by us (the "**Edition**"). Once all Digits of a specific Edition have been acquired on Ubisoft Quartz, we will not add any new Digit to that same Edition nor create any new Edition with identical Digits.

### 1.2 Availability

Ubisoft Quartz is available in the following countries only: USA, Germany, France, Brazil, Canada, Australia, Spain, Italy, Belgium.

## 2. Eligibility

To acquire Digits through Ubisoft Quartz, you must fulfill the following cumulative criteria:

- You must be located and residing in one of the countries listed in Article 1.2, where Ubisoft Quartz is available.

We will verify your location based on several criteria and we reserve the right to deny access to Ubisoft Quartz and its features if it is determined that you are not located in a country where Ubisoft Quartz is available.

- You must be at least 18 years old.
- You must have a valid Ubisoft Account.
- You must have activated 2-factor authentication.
- You must have a copy of the Game, playable on PC through Ubisoft Connect, associated with such Ubisoft Account.
- You must have reached the XP Level 5 within the Game.
- You must not be banned (i) from the Game; or (ii) at the Account level; or (iii) from Ubisoft Quartz; or receive any sanction that would otherwise limit your ability to acquire Digits.

Additional eligibility criteria may be applicable to claim specific Editions. If applicable, we will make them available to you on Ubisoft Quartz.

## 3. Claiming Digits on Ubisoft Quartz

Article 7 provides important information regarding services provided by third parties, such as crypto wallet and third-party platforms. Please make sure to read it before using any third-party solution.

### **3.1 Creation of or connection to your Ubisoft Account**

Once on Ubisoft Quartz, you will be asked to either create or connect to an existing Ubisoft Account. Please read our [Terms of Use](#) or our dedicated Help article at <https://www.ubisoft.com/en-us/help/account> to learn more about your Ubisoft Account.

### **3.2 Creation or connection of a crypto-wallet**

We do not offer a cryptocurrency digital wallet (“**crypto-wallet**”) on Ubisoft Quartz or custody NFTs for our users. In order to acquire Digits on Ubisoft Quartz or on authorized third-party marketplaces, you must have a crypto-wallet (see our dedicated FAQ at <https://quartz.ubisoft.com/faq/crypto-wallet/what-do-i-need-to-use-ubisoft-quartz>) compatible with the Tezos blockchain network and Ubisoft Quartz (currently Temple and Kukai). If you already have one, you only need to connect it to Ubisoft Quartz. If you do not, you will need to create one. By clicking on the name of the third-party crypto-wallet providers, you will leave Ubisoft ecosystem and be redirected to their services to create your crypto-wallet. Once created, you will need to connect it to Ubisoft Quartz. Please note that, once you connect a crypto-wallet, you may be restricted in your ability to switch to another. We will deliver any NFTs that you acquire on Ubisoft Quartz directly to your crypto-wallet and you will be responsible for safekeeping the passwords and keys associated with your crypto-wallet.

Please note that:

- crypto-wallets are provided by third parties and not by us. The terms applicable to your use of the crypto-wallet are the ones provided by such third parties. Please make sure to read them carefully before creating your crypto-wallet, and to maintain the security of your crypto-wallet.
- your crypto-wallet public address will be made publicly visible whenever you engage in a transaction of Digits.
- third-party providers of crypto-wallets may charge you fees for the service they provide to you.
- we will not be liable to you for any loss that results from your use of crypto-wallets.

### **3.3 Claiming your Digit**

Provided that:

- you fulfill all eligibility criteria applicable to a given Edition,
- there are remaining Digits available to claim, and
- the deadline to claim your Digit has not passed yet,

simply click on the claim button to get your Digit and wait for the claim period to end.

Once the claim is confirmed and you receive the NFT in your crypto-wallet (as reflected on Tezos blockchain network), the Digit will be associated with your Ubisoft Account and added to your Game inventory.

You acknowledge and agree that:

- it may take several minutes before the NFT is registered as yours within the blockchain network,
- you will only see your Digit in your Game inventory once the claim period has ended,
- if you are playing the Game while the claim period ends, you may have to exit from your Game session and launch the Game again for your newly claimed Digit to appear in your Game inventory.

## **4. Use of Digits**

#### **4.1. Play with your Digits**

Digits are designed to enhance your gaming experience by granting you access to unique cosmetic items that you can use in the Game.

The Digit is intended for consumer enjoyment, use and consumption only. You represent and warrant that you are not acquiring Digits for any other purpose, including but not limited to, for speculative and/or investment purposes, use as a substitute for currency or medium of exchange, resale or redistribution and that you are not acquiring any equity or other ownership or profit-sharing interest in Ubisoft, its affiliates or the Game as a result of your acquisition of Digits. You also recognize that Digits are not financial instruments nor regulated digital assets.

You warrant and covenant that you will not portray Digits as an opportunity to gain an economic benefit or profit, or as an investment, equity, or any other ownership or profit-sharing interest in Ubisoft, its affiliates or the Game.

#### **4.2. Transfer your Digits**

If you no longer want to play with your Digits, you can decide to transfer them (please see our dedicated FAQ: <https://quartz.ubisoft.com/faq/selling-digits/can-i-sell-my-digits>) to other players through Rarible or Objkt, which are the only third-party marketplaces authorized by us to date (the “**Marketplaces**”), in the cryptocurrencies compatible with such Marketplaces.

You acknowledge and agree that:

- you will only be able to transfer your Digits to players who (i) match the eligibility criteria listed in Article 2 and (ii) have connected their crypto-wallet to Ubisoft Quartz, as per Article 3.2 above.
- any transfer must comply with any applicable terms of the applicable Marketplace and any applicable laws, regulations, regulatory guidance, and rules.
- we, or our designees, may take a fee based on the total value of the transaction for each transfer of a Digit that you make through any Marketplace. If so, it will be deducted from the purchase price received by the seller via a smart contract. Marketplaces may also charge you fees for the service they provide to you.
- once the Digit is transferred, the in-game cosmetic item will no longer appear in your Game inventory.
- we do not guarantee the future value of the Digits you acquire; such value is independent from us, inherently subjective and may be impacted by factors outside of our control.
- the Digits are available only on the Tezos blockchain. You will not be able to transfer your Digits to any crypto-wallet that is not compatible with the Tezos blockchain. In the event that you inadvertently transfer a Digit to a crypto-wallet that is not compatible with the Tezos blockchain, your Digit may be lost or destroyed.

Please refer to Article 7 for additional important information regarding services provided by third parties, such as the Marketplaces.

## **5. Ownership & License granted**

For the purpose of this Article 5:

“**Visual Representation**” means any art, drawing, design, video or other form of visual representation, and any associated Intellectual Property Rights, that may be associated with a given Digit, including its in-game representation and the video collectible.

#### **5.1 You own the NFT**

When you acquire a Digit on Ubisoft Quartz or through the Marketplaces, you become the owner of the underlying NFT. This ownership is ensured and verified by a specific protocol (smart contract) on the Tezos blockchain network. We make no guarantee or promise with respect to smart contracts, we have no control over your ownership of the NFT and cannot modify it. You hereby acknowledge and agree that the NFT is separate from the Visual Representation. When you acquire a Digit, the underlying NFT is transferred to you and, by owning the NFT, you receive a license to the Visual Representation through the NFT, as set forth in Article 5.3 below and subject to

these Ubisoft Quartz Terms. For clarification purposes, you do not become the owner of the Visual Representation associated with the Digits you acquired.

## **5.2 We own the Visual Representation of the Digit & Ubisoft Quartz**

Ubisoft Quartz is part of the Ubisoft Services we provide to you. You acknowledge that all Intellectual Property Rights and other right, title and interest in and to all elements of Ubisoft Quartz, including but not limited to all Intellectual Property Rights on the Ubisoft Quartz website, on the Ubisoft Quartz website content, on the Digits and on the Visual Representations of the Digits, are owned by us and/or our licensors.

## **5.3 We grant to you a license on the Visual Representation**

Subject to your compliance with these Ubisoft Quartz Terms, we grant to you a limited, non-exclusive, worldwide, revocable license to access, perform and display the Visual Representation of your Digit, solely for the following purposes:

- for your own personal, non-commercial use, as part of the Game experience and to hold in your crypto-wallet,
- to transfer or otherwise dispose of your Digit through the Marketplaces.

Such license granted to you continues as long as you continue to own the NFT, unless otherwise provided in these Ubisoft Quartz Terms. If, at any time, you decide to transfer or otherwise dispose of the Digit for any reason, the license granted to you with respect to the associated Visual Representation will immediately end without notice.

The rights not expressly granted are reserved to us and/or our licensors.

## **5.4 Restrictions on the license**

You do not have the right to, directly or indirectly:

- modify, or create any derivative works based on, the Visual Representation of your Digit in any way, including, without limitation, the shapes, designs, drawings, attributes, characteristics or colors,
- use the Visual Representation of your Digit to advertise, market, or sell any third-party product or service,
- use the Visual Representation of your Digit in videos or any other forms of media,
- sell, distribute or otherwise commercialize merchandise that includes, contains, or consists of the Visual Representation of your Digit,
- otherwise use the Visual Representation of your Digit for your or any third party's commercial benefit,
- attempt to trademark, copyright, or otherwise acquire additional Intellectual Property Rights in the Visual Representation of your Digit,
- create, sell, or attempt to create or sell, fractionalized interests in the NFT, the Visual Representation or the Digit, or
- separate, unlink, or decouple the Visual Representation from the NFT with which it is associated.

# **6. Taxes**

You are solely responsible to pay any and all taxes now or hereafter claimed or imposed to you by any governmental authority associated with your use of Ubisoft Quartz (including, without limitation, taxes that may become payable as the result of your acquisition, ownership or transfer of Digits).

# **7. Disclaimers**

## **7.1 DISCLAIMERS: LIMITATION OF LIABILITY**

THE DIGIT, INCLUDING THE ASSOCIATED VISUAL REPRESENTATION, IS PROVIDED TO YOU ON AN "AS IS" BASIS, AND WE EXPRESSLY DISCLAIM ANY WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL UBISOFT (AS DEFINED BELOW) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER NON-DIRECT DAMAGES OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WHILE UBISOFT (AS DEFINED BELOW) ATTEMPTS TO MAKE YOUR USE OF DIGITS AND NFTS SAFE, UBISOFT CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE DIGITS AND NFTS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE DIGITS AND NFTS. UBISOFT WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS OR MALFUNCTION OF DIGITS AND/OR NFTS, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (A) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (B) SERVER FAILURE OR DATA LOSS; (C) CORRUPTED CRYPTO-WALLET FILES; (D) UNAUTHORIZED ACCESS TO APPLICATIONS; OR (E) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST UBISOFT QUARTZ OR THE TEZOS BLOCKCHAIN.

OUR MAXIMUM AGGREGATE LIABILITY (AND OUR AFFILIATES' MAXIMUM AGGREGATE LIABILITY) FOR ALL DAMAGES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND AS LISTED IN THIS ARTICL 8.1 AND ARTICLES 8.2, 8.3 AND 8.4 BELOW, MAY NOT EXCEED THE PRICE YOU HAVE PAID FOR THE SERVICE DURING THE TWELVE (12) MONTHS PRIOR TO THE OCCURRENCE OF THE DISPUTE.

## 7.2 Regulatory evolutions

By using Ubisoft Quartz and acquiring Digits, you understand and acknowledge that the regulatory regimes in areas pertaining to blockchain-based services, cryptocurrencies and crypto-assets could be subject to change and new regulations or policies are likely to rapidly evolve. New or changing regulations or interpretation of existing laws and regulations may materially adversely affect the qualification and/or transfer and/or viability and/or value of the Digits in the future and the future developments of Ubisoft Quartz. We, as well as our parent company Ubisoft Entertainment S.A., its affiliates and our respective officers, directors and employees (altogether "Ubisoft"), will not be held responsible for any losses you may incur as a result of such potential evolutions and the consequences it may have on Ubisoft Quartz, the Digits and/or their potential utility and value.

## 7.3 Use of blockchain

Any transaction of Digits you engage in will be conducted through the Tezos blockchain network, which is still a nascent technology that may involve risks and over which we have no control; therefore, you are informed that:

- Ubisoft has no ability to reverse or cancel transactions,
- Ubisoft has no liability to you or to any third-party for any claims or damages that may arise as a result of any use of the Tezos blockchain network, payments or transactions you engage in, including but not limited to (a) any loss, damages or claims arising from any malfunction, unintended function or unexpected functioning of the Tezos blockchain network that may cause your Digits to malfunction or function in an unexpected or unintended manner; or (b) any bugs or vulnerabilities in the smart contracts or their functioning.
- the Tezos blockchain network may be subject to specific weaknesses, which make them possibly targets for specific cybersecurity threats,
- Ubisoft has no liability in the risks implied by the use of this new technology, and you are solely responsible for secure storage of private keys for your crypto-wallet.

## 7.4 Use of services provided by third party

You further understand, acknowledge and agree that, in order to acquire, hold, use or transfer Digits, you will need to use certain networks, services and/or platforms – such as but not limited to the Tezos blockchain network, smart contracts, crypto-wallets, third party platforms or exchanges and the Marketplaces – provided by third parties (the "Third-Party Services").

Ubisoft Quartz may contain links to such Third-Party Services. Ubisoft Quartz provides these links only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to these Third-Party Services.

Whether or not integrated into Ubisoft Quartz, these Third-Party Services are provided under the terms, agreements or policies of the providers who offer them. Please make sure to read those terms and conditions carefully.

Those third parties may ask you to create an account and pay service and/or transaction fees.

They are solely responsible for their Third-Party Services. Ubisoft will not be held responsible or liable to you for any act or omission of third parties offering their services, the accuracy or availability of such Third-Party Services and/or for any claims, damages or losses arising from your use of services provided by such third parties, including but not limited to forgotten password, incorrectly construed smart contracts or transactions, server failure, data loss, corrupted files, viruses, unauthorized access and/or use by third parties, late (or the absence of) reports by developers or representatives of issues affecting the Tezos blockchain network, etc.).

**7.5. THE DIGIT IS INTENDED FOR CONSUMER ENJOYMENT, USE AND CONSUMPTION ONLY. IT IS NOT A "SECURITY," AS DEFINED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, THE INVESTMENT COMPANY ACT OF 1940, AS AMENDED, OR UNDER THE SECURITIES LAWS OF ANY U.S. STATE OR ANY OTHER SIMILAR REGULATIONS OF OTHER COUNTRIES.**

## **8. Personal Data**

We may collect and process your personal information (such as your crypto-wallet public address and information relating to the transactions you operate on the Digits to provide the services available to you on Ubisoft Quartz. We may combine this information with other personal data we hold about you, including information from your Ubisoft Connect account, for example to assess your eligibility to use the Ubisoft Quartz services. Some of your personal information (including your Ubisoft username and your crypto-wallet public address) will be embedded into the Digits and will be stored for as long as the underlying blockchain technology operates. To learn more about the processing of your personal data and how to exercise your privacy rights, please refer to [Ubisoft Privacy Policy](#).

## **9. Revision of these Ubisoft Quartz Terms & Modification of Ubisoft Quartz**

You acknowledge and agree that the version of Ubisoft Quartz Terms that is binding is the one that is online and accepted by you when you register for the Service. We may update Ubisoft Quartz and/or revise all or any portion of these Ubisoft Quartz Terms, temporarily or permanently, at any time and for any reason at our sole discretion, changes to be effective as indicated, without any liability to you. We will notify by any means and with reasonable notice before the changes to the Ubisoft Quartz Terms are effective. Your continued use of Ubisoft Quartz after the changes are effective will be considered as an acceptance of said new version of the Ubisoft Quartz Terms. Please stop using Ubisoft Quartz if you do not agree with these changes.

## **10. Consequences of Game shutdown or Termination of Ubisoft Quartz**

As set forth in the [Terms of Use](#), we do not warrant that we will operate Ubisoft Quartz and/or the Game, in whole or in part, for a specific period of time. If we decide to stop operating Ubisoft Quartz and/or the Game, we will provide you with a prior notice.

Even if we decide to stop operating Ubisoft Quartz and/or the Game, you will continue owning your acquired Digits, as they are stored on the Tezos blockchain network, which is decentralized and completely independent from our infrastructure.

This means your Digits will live on beyond Ubisoft Quartz or the Game, and you will still be able to transfer them through Marketplaces in accordance with these Ubisoft Quartz Terms.

However, this also means that the license granted to you under Article 5.3 will partially cease as you will no longer be able to use your Digit(s) as in-game content(s), without any liability to Ubisoft.

## 11. Breach & its consequences

We reserve the right to cancel, suspend, terminate or otherwise limit your ability to access all or part of Ubisoft Quartz (including your ability to acquire Digits on Ubisoft Quartz) at any time if we suspect fraudulent, abusive, or unlawful activity, and/or activity that is otherwise contrary to the Terms of Use, these Ubisoft Quartz Terms or any other terms between you and Ubisoft and/or any applicable law or regulation.

In addition, please note that if we suspend or terminate your Ubisoft Account or your access to the Game per the Terms of Use (or if you decide to close your Ubisoft Account), you will no longer be able to access Ubisoft Quartz and/or use your Digit(s) as in-game content(s), without any liability to Ubisoft. You will however retain the Digit(s) you already acquired and be able to transfer them through the Marketplaces.

## 12. Applicable Law & Jurisdiction; Dispute Resolution & Class Action Waiver

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

12.1 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 THESE UBISOFT QUARTZ TERMS OR THE DIGITS 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](#). 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](#). 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 LOS ANGELES, 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 UNLESS YOUR CLAIM IS FRIVOLOUS; (H) IN THE EVENT THE ARBITRATOR AWARDS IN YOUR FAVOR AND YOU RECEIVE AN ARBITRATION AWARD GREATER THAN UBISOFT'S LAST WRITTEN SETTLEMENT OFFER, UBISOFT 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 ARTICLE. (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).

12.2 THE FORMATION, CONSTRUCTION AND INTERPRETATION OF THESE UBISOFT QUARTZ 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 UBISOFT QUARTZ 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 UBISOFT QUARTZ TERMS. IT IS HEREBY AGREED THAT ANY ACTION AT LAW OR IN EQUITY ARISING UNDER THESE UBISOFT QUARTZ TERMS AND/OR YOUR USE OF THE DIGITS SHALL BE FINALLY ADJUDICATED OR DETERMINED IN ANY COURT OR COURTS LOCATED 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.

12.3 ALL CLAIMS YOU BRING AGAINST UBISOFT MUST BE RESOLVED IN ACCORDANCE WITH THIS ARTICLE 12. ALL CLAIMS FILED OR BROUGHT CONTRARY TO THIS ARTICLE 12 SHALL BE CONSIDERED IMPROPERLY FILED AND A BREACH OF THESE UBISOFT QUARTZ TERMS. SHOULD EITHER PARTY FILE A CLAIM CONTRARY TO THIS ARTICLE, THE OTHER PARTY MAY RECOVER ATTORNEYS' FEES AND COSTS UP TO TEN THOUSAND U.S. DOLLARS (\$10,000.00 USD), 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.

IN ADDITION, YOUR CONDUCT MAY BE SUBJECT TO OTHER REGIONAL, FEDERAL, NATIONAL OR INTERNATIONAL LAWS.

For questions related to Ubisoft Quartz, please visit the FAQs available at <https://quartz.ubisoft.com/faq> or contact us on <https://www.ubisoft.com/help>.