

## **END USER LICENCE AGREEMENT - FOCUS HOME INTERACTIVE**

The present end user licence agreement (hereinafter referred to as the "Licence Agreement") makes provision for the terms and conditions in line with which you are authorised to install and/or use the Multimedia Programme and/or Online Service edited and/or supplied by Focus Home Interactive, a company entered on the Paris Trade and Companies Register under number 399 856 277 and having its registered office at Parc de Flandre "Le Beauvaisis", Bâtiment 28, 11 Rue Cambrai 75019 Paris, France.

YOU SHOULD CAREFULLY READ THE LICENCE AGREEMENT BEFORE PURCHASING, DOWNLOADING OR INSTALLING THIS MULTIMEDIA PROGRAMME OR USING THE ONLINE SERVICE. MOREOVER, SOME MULTIMEDIA PROGRAMMES MAY MAKE PROVISION FOR TERMS AND CONDITIONS OF USE WHICH ARE INDIVIDUAL AND SEPARATE (HEREINAFTER REFERRED TO AS "SPECIFIC TERMS AND CONDITIONS OF USE"), TO WHICH YOU SHOULD HAVE REFERENCE AND ACCEPT THE TERMS AND CONDITIONS PRIOR TO PURCHASING, DOWNLOADING OR INSTALLING SAID MULTIMEDIA PROGRAMMES R USING THE ONLINE SERVICE RELATED THEREUNTO.

You hereby acknowledge to have read and understand the Licence Agreement and to have accepted that installation of the Multimedia Programme is confirmation of your acceptance to be contractually bound by the following provisions. You hereby acknowledge and accept that the present Licence Agreement stipulates all of the agreement exclusively between Focus Home Interactive and yourself and that the Licence Agreement replaces any previous or current agreement, whether oral or written, as well as any other communication between Focus Home Interactive and you, notably any written licence agreement accompanying the Multimedia Programme and incompatible and/or running contrary to these presents.

IN SUCH INSTANCE AS YOU DO NOT ACCEPT THE TERMS AND CONDITIONS SET FORTH UNDER THE PRESENT LICENCE AGREEMENT, AS WELL AS THE SPECIFIC TERMS AND CONDITIONS OF USE WHERE APPLICABLE, YOU ARE NOT AUTHORISED TO DOWNLOAD OR INSTALL THE MULTIMEDIA PROGRAMME OR USE THE ONLINE SERVICE.

The term "Multimedia Programme" shall be used to refer to any video game edited by Focus Home Interactive: software, all components (notably including characters, scenario, universe, computer code, images, animations, videos, music, text, etc.) as well as their documentation, whether accessible via the Online Service or not.

The term "Online Service" shall be used to refer to the platform provided and maintained by Focus Home Interactive or any third party which it commissions and allowing you notably to access a group of functions and information pertaining to the Multimedia Programme, to connect Multimedia Programmes, interact with their game play methods, access tools to create and share content, and more widely all other functions pertaining to the Multimedia Programme. An internet connection is required to access the Online Service.

The Multimedia Programme and Online Service are protected by copyright and are the sole and exclusive property of Focus Home Interactive, its subsidiaries, licensors or suppliers

(hereinafter referred to as "Focus Home Interactive"). Use thereof is subject to the terms and conditions of the Licence Agreement.

Reference to the Multimedia Programme in the present Licence Agreement includes the Online Service and measurements authorised by its content.

### **1. Limited user licence**

The Multimedia Programme is not sold but is conferred to you under a licence by Focus Home Interactive. Consequently, your licence does not allow you any right or title of ownership over the Multimedia Programme.

Subject to your acceptance and respect of the present Licence Agreement and the restrictions indicated under article 3, Focus Home Interactive confers you a limited, non-exclusive Multimedia Programme licence, transferrable in line with the terms and conditions under article 4 as well as a non-exclusive right of installation and use of a (1) single copy of the Multimedia Programme on a single device, and for personal and non-commercial use.

### **2. Property of Focus Home Interactive**

The term "Intellectual Property Rights" shall be used to refer to all intellectual and/or industrial property rights pertaining to the Multimedia Programme, such as notably copyright, patents, patent applications, database rights, designs and templates, brands, domain names, expertise, commercial secrets concerning the following elements, of which the list is not exclusive:

- All content on the Multimedia Programme (such as notably themes, objects, characters, character names, plots, text, dialogues, hooks, places, illustrations, concepts, graphics, animations, sounds, compositions and musical recordings, audiovisual effects);
- All data and communication generated by the Multimedia Programme;
- All software, computer codes (source code and object code), titles, operating methods, documentation pertaining thereunto, integrated "applets" and any creation of the mind, content, and integrated into the Multimedia Programme.

The Multimedia Programme may additionally include elements conferred under a licence to Focus Home Interactive by third parties. The latter may consequently take all measures in order to promote their rights in the event of a breach, by you, of the present Licence Agreement.

### **3. Restrictions**

The Licence indicated under article 1 is conferred to you under the following reservations:

- You are not allowed to copy, reproduce, translate, retro-compile, locate source code, modify, adapt, merge, convert, disassemble, decompile the Multimedia Programme or create derivative works based on the Multimedia Programme, in whole or in part, or remove any notice or indication of intellectual property from the Multimedia Programme, without the prior written consent of Focus Home Interactive.

- The Multimedia Programme is conferred under licence as a unique product. Its components should not be separated to be used on several computers.

Pursuant to the user licence conferred, you may use the Multimedia Programme for personal and non commercial use. Consequently, you shall not be permitted to:

- sell, distribute or transfer copies or reproductions of the Multimedia Programme to third parties, in any manner whatsoever, nor to lease, transfer under a credit lease or confer licences over the Multimedia Programme to third parties, without the prior written consent of Focus Home Interactive and subject to the provisions set forth under article 4 of these presents;
- to operate the Multimedia Programme in whole or in part for commercial purposes;
- to use the Multimedia Programme for illegal or immoral purposes ;
- to use the Multimedia Programme for any other purposes than those indicated by Focus Home Interactive in the framework of these presents;
- to use the Multimedia Programme or allow use of the Multimedia Programme across several computers, games consoles, pocket computers, mobile or PDA devices at the same time, without any additional licence;
- to use the Multimedia Programme or allow use of the Multimedia Programme on a network, in the framework of a multi-user system or remote access system, notably any use online, notwithstanding any provision to the contrary expressly indicated by Focus Home Interactive and subject to acceptance of the terms and conditions of use of the Multimedia Programme;
- to use any third party software programme not expressly authorised by Focus Home Interactive interacting with the Multimedia Programme and/or the Online Service, whatever the purpose;
- to delete, deactivate or overturn any notice or indication of property or copy the protection software included in the Multimedia Programme;
- to export or re-export the Multimedia Programme, a copy or an adaptation, in breach of laws or regulations applicable;
- to create data or Multimedia Programme which are executable and reproduce data or functions of the Multimedia Programme.

Download of the Multimedia Programme is only permitted from an authorised source. You cannot yourself make the Multimedia Programme available on a network where it can be downloaded by other people.

#### **4. Transfer of the Multimedia Programme**

You are hereby authorised to definitively transfer all of your rights in the framework of the present Licence Agreement, under the condition:

- That the recipient of the transfer accepts to be subject to the terms and conditions of the Licence Agreement and that you accept to delete the Multimedia Programme from the medium on which it was downloaded/used/copied;
- That you transfer the key for the Multimedia Programme in force to the recipient of the transfer and that you accept that the recipient uses your password and username.

## **5. Term/ Termination**

The present Licence Agreement shall remain in force until termination. You can bring an end to the Licence Agreement, at any time, by deleting or uninstalling the Multimedia Programme from your medium by destroying the Multimedia Programme in your possession.

The Licence Agreement shall be automatically terminated by Focus Home Interactive if you default in respect of any of the terms and conditions herein. In this instance, you should immediately destroy or delete the Multimedia Programme and any copies, in whole or in part, in your possession or under your control and stored on any medium whatsoever, and upon request by Focus Home Interactive, certify that you have performed this destruction.

## **6. Limitation of guarantee**

Focus Home Interactive does not guarantee continuous or flawless operation of the Multimedia Programme nor the correction of any error in the Multimedia Programme. The Multimedia Programme is provided without any guarantee, notwithstanding those where applicable for which provision is expressly made in the present licence and insofar as authorised by applicable law. The guarantees indicated hereunder shall outline the scope of liability and guarantees of Focus Home Interactive and your rights of redress.

INSOFAR AS AUTHORISED BY APPLICABLE LEGISLATION, FOCUS HOME INTERACTIVE EXPRESSLY EXCLUDES ANY GUARANTEE PERTAINING TO THE MULTIMEDIA PROGRAMME. THE MULTIMEDIA PROGRAMME IS PROVIDED "AS IS" AND WITHOUT ANY GUARANTEE OF ANY NATURE WHATSOEVER, EXPRESS OR IMPLICIT, NOTABLY AND WITHOUT LIMITATION, THE IMPLICIT GUARANTEES AND/OR CONDITIONS PERTAINING TO THE TRADE QUALITY OF THE MULTIMEDIA PROGRAMME, SUITABILITY FOR A PARTICULAR USE, OF ADEQUATE QUALITY, PERFORMANCE OF LACK OF BREACH OF INTELLECTUAL PROPERTY RIGHTS.

It is incumbent upon you to accept all risks resulting from the use or performance of the Multimedia Programme. However, Focus Home Interactive hereby guarantees that the physical medium on which the Multimedia Programme is installed shall be, in line with normal terms and conditions of use, exempt of any hidden defect or manufacturing defect during a term of ninety (90) days following the date of purchase of the Multimedia Programme.

## **7. Limitation of liability**

INSOFAR AS AUTHORISED BY APPLICABLE LEGISLATION, FOCUS HOME INTERACTIVE MAY NOT UNDER ANY CIRCUMSTANCES BE HELD LIABLE FOR DAMAGES OF ANY NATURE WHATSOEVER (INCLUDING, WITHOUT HOWEVER BEING LIMITED TO DIRECT, INDIRECT COLLATERAL OR CONSEQUENTIAL DAMAGES PERTAINING TO SUSPENSION OF ACTIVITIES, LOSS OF CLIENTS, LOSS OF PROFIT, LOSS OF DATA, FINANCIAL LOSS, OR ANY

ECONOMIC OR FINANCIAL LOSS) RESULTING FROM USE OF THE MULTIMEDIA PROGRAMME AND/OR ONLINE SERVICE, OR THE IMPOSSIBILITY TO USE THE MULTIMEDIA PROGRAMME AND/OR ONLINE SERVICE, AS WELL AS THE IMPROPER OPERATION THEREOF, OR EVEN POSSESSION THEREOF CONCERNING THE MULTIMEDIA PROGRAMME, AND THIS EVEN IF FOCUS HOME INTERACTIVE HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

Focus Home Interactive may not be held liable for damages, prejudice or losses resulting from negligence, accidents or improper use incumbent upon you or the modification of the Multimedia Programme, in any manner whatsoever, after purchase of the Multimedia Programme. In all instances and insofar as the aforementioned limitations were not applicable under certain legislation, the liability of Focus Home Interactive may not exceed the purchase price of the Multimedia Programme.

None of the provisions set forth under the present Licence Agreement shall limit or exclude the liability of Focus Home Interactive towards you in the event of death or corporal damage resulting from its own negligence.

You hereby undertake to guarantee and hold harmless Focus Home Interactive against all claims, costs and expenses (notably lawyer fees) resulting, directly or indirectly, from your actions and omissions during use of the Multimedia Programme and/or the Online Service which does not comply with the terms and conditions of the present Licence Agreement.

## **8. Online Service**

Focus Home Interactive shall provide and maintain the Online Service. The Multimedia Programmes accessible via the Online Service are used in compliance with the terms and conditions set forth under the present Licence Agreement.

### ***8.1. Subscription to the Online Service***

To use the Online Service, you should subscribe and open an account, and consequently you should:

- send various personal information such as notably your name, address and email address as well as any information requested by Focus Home Interactive;
- to choose a username and password.

To use the Online Service and subscribe, you should be an adult pursuant to the legislation in force in your country of, if not, should request a parent or guardian to subscribe for you. Insofar as you have used the Online Service and are subscribed, you shall be deemed to have confirmed being an adult or, if not, to have the consent of a parent or guardian. In such instance as any minor should open an account, it shall be understood that the latter has the consent of a parent or guardian. The latter shall be responsible for all use of the Online Service by the minor.

You hereby guarantee that the information provided at the time of subscription is accurate,

complete and correct. Consequently, you hereby undertake to update this information regularly. In such instance as the information provided is incomplete or incorrect, you hereby undertake to compensate Focus Home Interactive for any loss or damage suffered by Focus Home Interactive as well as any third party having suffered damages due to the information provided.

The username and password selected at the time of subscription with Focus Home Interactive are personal, in order to facilitate use and access to the Online Service, and should not be sent to any third parties. Consequently, you are responsible for protecting the confidentiality of your username and password.

If you believe that your username, password or account have been hacked and/or the access of any fraud, you hereby undertake to inform us immediately. Focus Home Interactive may not be held liable for any fraudulent use of your username, password and/or account by a third party.

Insofar as you have used the Online Service, you are deemed to have confirmed that you own all hardware, software and capacities necessary and that Focus Home Interactive and its licensors shall not have any liability pertaining to the hardware, software or other services required for use of the Multimedia Programme and/or Online Service.

## ***8.2. User Content***

Certain Multimedia Programme, via the Online Service, may allow you to gain access to different tools which allow for creation of your own content (hereinafter referred to as "User Content") and sharing thereof. User Content may not be used outside of the Multimedia Programme and the Online Service.

Where the Multimedia Programme allows sharing of User Content or interaction with other third parties websites and/or online services (hereinafter referred to as "Third Party Websites"), you hereby undertake to respect the terms and conditions of use of the Third Party Websites in question. Focus Home Interactive shall not be responsible for the content thereof. Links made available are done so for practical purposes without the liability of Focus Home Interactive being incurred in this regard. It is incumbent upon you to ensure that you respect the terms and conditions of use of Third Party Websites and that these are appropriate for your profile. You hereby undertake to guarantee and hold harmless Focus Home Interactive for any liability concerning a breach of the terms and conditions of use of said website by yourself as well as any direct or indirect damage which may result therefrom.

You hereby confirm acceptance that the Multimedia Programme and/or Online Service may store your User Content as well as statistics and other data, in an anonymous manner or otherwise. Data stored shall only concern the Multimedia Programme. Where games are stored and the Multimedia Programme makes provision, you hereby authorise consultation by other players via the Multimedia Programme menu.

You hereby confer to Focus Home Interactive a free operating licence for any User Content online which you create or share during your use of the Multimedia Programme and/or Online Service, in an unlimited, perpetual and irrevocable manner, without any restriction, across all media, formats and forms, known or to be developed in future, which may be conferred under a licence, transferred, leased, made available to the public, executed publicly and globally, for all objects and media. This licence notably covers the right to copy, modify, reproduce in whole or in part, adapt, develop, translate, copy onto any medium, incorporate on other works, extract elements on whole or in part and/or add elements and to remove other elements, to publish, distribute, or sell,

Focus Home Interactive is not bound to undertake any control or evaluation of User Content. Consequently, you hereby confirm and accept that you have the full and entire responsibility over User Content and that Focus Home Interactive may not be held liable for this.

You shall be solely and exclusively liable for the comments, opinions or remarks expressed in the User Content, which under no circumstances represents the opinion of Focus Home Interactive. In particular and without limiting the scope of the previous provision, Focus Home Interactive may not be held liable for any comments, opinions and remarks expressed in any User Content and excludes all liability in this regard.

Focus Home Interactive does not issue any guarantee or make any declaration as to the accuracy, up to date nature or validity of information or elements included in the User Content or the Online Service and may not be held liable for losses or damage occasioned by use of these elements.

Focus Home Interactive hereby reserves the right, for any reason whatsoever at its full discretion to delete, restrict, suspend or modify your account and User Content (as well as the option of sharing or creating User Content online), due to use of your account and/or User Content which does not comply with the provisions set forth under the Licence Agreement.

### ***8.3. Restrictions pertaining to the Online Service / Code of Conduct***

You hereby accept and undertake not to publish or send declarations, information or any other element via the Online Service, or to create and share User Content which, in an unlimited manner:

- Is illegal or likely to incur the civil or criminal liability;
- Should lead to a breach in copyright, brands, patents or other intellectual and/or industrial property rights of third parties;
- Would encourage piracy, notably any request for CD keys or pirated software;
- Includes computer viruses, worms, logic bombs or other malware or harmful data;
- Is abusive, seditious, pornographic, offensive, homophobic, defamatory, offensive, slanderous, inaccurate, discriminatory, obscene, provocative or racist;
- Is likely to harass a person ;
- Could be considered as marketing or commercial communication or promotion of

- products or services coming from another person than Focus Home Interactive;
- Is likely to encourage illicit or illegal activities, notably but without being limited to, solicitation, games of money or the sale of prescription medication;
- Is aimed at minors or tries to organise meetings with minors with a view to sexual abuse or to obtain such a meeting;
- Includes information for limited publication, notably without however being limited to passwords, medical information or confidential information about any person;
- More widely, infringes any law or regulations in force in the country of use of the Multimedia Programme and/or Online Service;
- solicits, invites, encourages, recommends, incites or leads to any of the previous actions.

#### ***8.4. Online Service data management***

Focus Home Interactive hereby reserves the right to register a certain amount of data pertaining to the Online Service, including notably your score, statistics, the number of single and/or multi-player games, and all other data pertaining to your use of the Online Service.

This data is used by Focus Home Interactive to improve the services offered, and notably to:

- Allow you to use and control use of the Online Service;
- To provide you with a reliable and efficient up to date service ;
- To ensure due and proper operation of the Online Service in general.

By subscribing and using the Online Service, you hereby expressly accept that Focus may store such data.

Consequently, Focus Home Interactive may use a software programme which notably stores information as to whether you have already used the Online Service on your computer, as well as all other data concerning your use of the Online Service. For instance, it may be that you are asked whether you wish for the Online Service to memorise your computer and/or username and/or password. You can deactivate this function by modifying the parameters of your account.

#### ***8.5. Special terms and conditions of use***

##### ***8.5.1. Anti-Cheat software***

Focus Home Interactive may use the Easy Anti-Cheat service performed by Kamu, through a client software ("Client Software") that is integrated into the Multimedia Programme. In such event, when you start a new game session the Client Software will automatically load and install its latest version to your computer or any other game play device on which the Multimedia Programme is used ("the Unit"). When you are using the Multimedia Programme on your Unit, Easy Anti-Cheat is monitoring the Unit, analyzing the game binaries and



scanning the memory of the Unit for the purpose of detecting and preventing cheating in the game ("Purpose"). For the Purpose, Easy Anti-Cheat is storing and processing information regarding cheating methods used in the game ("Data"). The Data will contain your personal data as described in the [privacy statement of Kamu](#).

The processing activities of Easy Anti-Cheat include automated decision-making which may have significant effects to you as you may be banned from the game if you have been found to be cheating in it. The Data will be used solely for the Purpose including but not limited to identifying and banning player accounts which are used for cheating in computer games, analyzing cheating behavior and cheating codes, as well as sharing data about cheats with affiliates of Easy Anti-Cheat.

To know more about your rights with regards to your personal data, please consult article 9.2 below.

#### 8.5.2 Storage/hosting information concerning the Online Service and/or User Content

Focus Home Interactive may be led to store and host information concerning the Online Service and/or User Content on remote servers.

Consequently, you hereby authorise Focus Home Interactive to notably store scores achieved during use of the Online Service and to publish these in the form of a classification of users.

Moreover, you hereby authorise Focus Home Interactive to intervene on said servers, notably so as to update the Multimedia Programme and/or Online Service, to combat fraudulent behaviour or following any server incident. You shall guarantee and hold harmless Focus Home Interactive against any liability concerning any loss or alteration of the aforementioned elements following intervention, whether intentional or accidental.

#### 8.5.3 Dedicated servers

Certain Multimedia Programmes may offer you, weither free of charge or against payment, the option to create your own server allowing you to administer sections (public or private), to invite or refuse access to other players, and to set forth specific rules for each part (hereinafter referred to as "Dedicated Servers").

You hereby accept sole and exclusive liability of administration and/or use of a dedicated server and shall guarantee and hold harmless Focus Home Interactive against any damage, of any nature whatsoever, resulting from administration and/or use of a Dedicated Server.

Consequently, Focus Home Interactive may under no circumstances whatsoever be held liable for any temporary or definitive incident occurring on a Dedicated Server.

#### 8.5.4 Competitions/Leagues

Certain Multimedia Programmes may offer you a competition/league system with other players. Depending on the Multimedia Programme, you may be offered the chance to create and administer competitions as well as establish specific rules for competition, via a Dedicated Server or otherwise.

A right of entry into the competition, using "virtual" money or any other Multimedia Programme tool may be established. In this instance, you should ensure respect of the specific Terms and Conditions of Use of the Multimedia Programme establishing this option.

In all instances, Focus Home Interactive may not be held liable for actions undertaken by the user administering said competition. The latter hereby undertakes to administer the competition in an honest manner in respect of these presents.

#### 8.5.5 Additional Content - "Virtual" money

Where a Multimedia Programme offers this function, you can purchase the following additional elements:

- Additional content such as notably characters, contents or levels;
- Consumables in the framework of use of the Multimedia Programme;
- Of "virtual" money which may be used solely in the framework of the Multimedia Programme.

Methods of acquisition of "virtual" money can vary in line with the Multimedia Programme, the specific terms and conditions of use of said Multimedia Programme shall clarify the provisions set forth under the present article.

More widely, and notwithstanding any stipulation to the contrary in the specific Terms and Conditions:

- "Virtual" money may be directly generated by your use of the Multimedia Programme, without any financial counterparty by yourself;
- You can also purchase "virtual" money directly on the Multimedia Programme via the Online Service.

In all instances, you can use "virtual" money, notably to acquire additional content on the Multimedia Programme, allow for more rapid progress through the Multimedia Programme, or any other function offered by the Multimedia Programme in respect of its specific Terms and Conditions.

Focus Home Interactive may under no circumstances whatsoever be held liable for loss, in whole or in part, of currency at the time of acquiring "virtual" money or use thereof.

#### 8.5.6 Modding / Customisation of the Multimedia Programme

Certain Multimedia Programmes allow you to create and customise games, levels, maps, scenarios, and all other content (hereinafter referred to as "Mods") which may be used and shared in the framework of the Multimedia Programme and/or Online Service.

You shall be solely and exclusively liable for use and sharing of all Mods you create, and should in all instances respect the terms and conditions of the present Licence Agreement at the time of creation/use/sharing a Mod.

Consequently, Focus Home Interactive may under no circumstances be held liable, without being limited, for any alteration in the quality of the Multimedia Programme, alteration or loss of User Content at the time of creation/use/sharing an Mod, or infringement of any intellectual property right held by a third party.

You shall refrain from using Mods outside of the framework of the Multimedia Programme in which these have been generated and this whatever the purpose of means used for extracting these from said programme. More widely, you shall refrain from extracting any component of the Multimedia Programme.

You hereby agree to transfer to the Licensor an exclusive, for the duration of rights, irrevocable, fully transferrable and sub-licensable international right of use, in any manner whatsoever, for your Mods, including, without however being limited to, rights of reproduction, copies, adaptation, modification, execution, display, edition, publication, transfer or communication to the general public in all manners, whether known or unknown, and to distribute your contributions without any prior notice or compensation for the entire term of protection granted by intellectual property rights pursuant to international legislation and conventions. You hereby relinquish and accept never to claim any moral rights of paternity, publication, reputation or attribution over use by the Licensor or other players of such Mods.

You hereby unreservedly accept to confer to Focus Home Interactive the exclusive right to reproduce, represent, modify, adapt, use, exploit across all media, all formats, and by all media, in all geographical areas and for the entire term of the rights, all Mods for your creation likely to be protected by an intellectual property right and more widely licence equivalent to that indicated under article 8.2.

#### 8.5.7 Web Radio

The Multimedia Program may allow access to web radio on streaming ("Web Radio"). The Multimedia Program may offer tool features of preselected list of Web Radio, such list could eventually be completed at your discretion. These tools features are not essential elements of the Multimedia Program. Any disruption, unavailability or equivalent inability to access these tools features shall not entitle you to form any claim whatsoever against Focus. Access to Web Radio is merely a technical facility to play such Web Radio, also operational outside

the Multimedia Program. Therefore, Focus Home Interactive may not under any circumstances be held liable for web radio contents or web radio editorial lines whatsoever nor shall Focus Home Interactive liability be engaged on such grounds or any other related to Web Radio.

### ***8.6 Lack of guarantee for the Online Service***

Focus Home Interactive does not issue any guarantee whatsoever and shall not accept any liability pursuant to article 7 and more particularly as to:

- the availability of the Online Service ;
- any incorrect or inaccurate information on the Online Service as well as any errors, interruptions or delays in updating the Online Service;
- the management of invites to play, with this function falling within the remit of the support system and/or platform used;
- hosting the User Content and any alteration or loss;
- infringement, by any person whomsoever, of intellectual property rights of a third party claimed by use of the Online Service;
- any level or type of loss or damage attributable to viruses or other malware likely to infect computer hardware, software, data or other assets of a user, and occasioned by people accessing the Online Service, and using or downloading it or attributable to transfers by email or attachments received from Focus Home Interactive or its licensors;
- availability, quality, content or nature of other websites held and operated by third parties (hereinafter referred to as "External Websites") to which the Online Service is linked, websites located on or via any external website, nor transactions involving External Sites (notably "cookies", personal data, confidential information or purchases of domain names or other services). Please contact the network administrator or site administrator for any questions concerning these links, websites or transactions;
- all declarations, guarantees, conditions or other terms which may be effective without this notification;

The correction of any error or interruption or continuous flawless operation of the Online Service.

#### **Please note:**

**You hereby agree to use the Online Service at your own risk. Consequently, you hereby confirm awareness of risks pertaining to the use of the Internet, and that users may provide information or behave in a manner which is not reliable, misleading, illegal or illicit.**

**Focus Home Interactive has no manner of verifying whether declarations made by other users are authentic.**

**This decision can only be taken at your discretion and it is recommended to show a**

**certain degree of caution.**

**Insofar as you have used the Online Service, you are deemed to have accepted the risk associated therewith.**

**It is recommended that you take all necessary precautions in the framework of disclosing your personal information.**

**Focus Home Interactive may also, at any time and for any reason whatsoever, remove or suspend access to the Online Service, without notice or obligation.**

## **9. Miscellaneous provisions**

### ***9.1 Control of exports***

You are not allowed to export, download or re-export the Multimedia Programme to any country (citizens or residents) which is the object of any embargo in force.

### ***9.2 Personal data***

Focus Home Interactive may request a certain amount of nominative information and personal data at the time of subscription to the Online Service (such as name, email address and contact details). Focus Home Interactive and its business partners, if any, (i.e: Kamu Game Security through Easy Anti-Cheat and the Multimedia Programme's developers) may also collect technical personal data (such as your IP address, your connection logs) for the purposes of registering to, maintenance and technical support of the Multimedia Programme and Online Service.

Personal data collected in this framework are processed pursuant to the Data Protection and Freedom of Information Act of 6 January 1978 amended, pertaining to electronic data, files and freedoms (hereinafter referred to as the "**Data Protection and Freedom of Information Act**") and the EU Parliament General Data Protection Regulation of 14 April 2016 (the "**GDPR**").

Files including this data, collected for the sole purpose of registration and subscription to the Online Service provided and maintained by Focus Home Interactive, acting in the capacity of data controller, shall be destroyed following the end of the present Licence Agreement and/or following unsubscription from the Online Service.

The processing of the personal data is based on a legitimate interest of Focus Home Interactive and its business partners, in order to provide the best game experience in the most equitable way possible. Moreover, the processing of your personal data is necessary for the performance of this End-User License Agreement.

Pursuant to the provisions set forth under the Data Protection and Freedom of Information Act and the GDPR, you have, among other prerogatives, a right to access, amend and object to any nominative information concerning you which you can exercise at any time by making a written request to the following address [personaldata@focus-home.com](mailto:personaldata@focus-home.com).

To know more about your rights and how Focus Home Interactive protects your personal data, please consult our [Privacy Policy](#).

If you deny Easy Anti-Cheat to process your personal or request Focus Home Interactive or Easy Anti-Cheat to remove or delete your personal data, Focus Home Interactive, or Easy Anti-Cheat will address your request within the best timing possible but will retain the right to block your access to the game and prevent your use of the Multimedia Programme and./ or the Online Service.

You will find more information about the privacy practices of Kamu on the privacy statement of Easy Anti-Cheat, online at <https://www.easy.ac/r/privacy/statement>.

### ***9.3 Redress in equity***

You hereby accept that Focus Home Interactive shall suffer irreparable damages in such instance as the terms and conditions of the present Licence Agreement are not strictly applied and, consequently, you hereby accept that Focus Home Interactive may, without any obligation, guarantee or proof of damages, legitimately claim appropriate redress in equity pertaining to infringements of the present Licence Agreement, as well as other means of redress which Focus Home Interactive may have, by virtue of applicable law.

### ***9.4 Integrality***

The Licence Agreement constitutes the entire commitment of both parties in addition to any potential specific terms and conditions of use. Any amendments, alterations or modifications of the present Licence Agreement may be established solely by way of a written agreement specifying said amendment, alteration or modification and signed by both parties.

### ***9.5 Invalidity***

In such instance as one or more stipulations in the present Licence Agreement are or should become null and void, in whole or in part, by virtue of any law, regulation or following any definitive decision by a competent jurisdiction, all other stipulations shall retain their full effect.

### ***9.6 Force majeure***

Focus Home Interactive shall under no circumstances be held liable for any case of force majeure or fortuitous incident, as defined by article 1148 of the Civil Code and case law as

handed down by French Courts, making it impossible for Focus Home Interactive to perform its obligations by virtue of the present Licence Agreement.

### ***9.7 Applicable law***

The Multimedia Programme and/or Online Service is planned for use and should only be used in those countries in which such use is legally permitted.

Within the limitations for which provision is made by applicable law in the country where you use and/or have acquired the Multimedia Programme and/or Online Service, this Licence Agreement is governed by French law.

In such instance as French law cannot be applied in the country where you use and/or have acquired the Multimedia Programme and/or Online Service, the following provisions shall be applicable. In such instance as you should acquire the Multimedia Programme in the USA, the present Licence Agreement shall be governed by the laws in the State of Pennsylvania. If the Multimedia Programme is purchased in Canada, the present Licence Agreement shall be governed pursuant to the laws in force in the Province of Ontario, Canada, notwithstanding the prohibition expressly indicated by local law; and pertaining to any dispute resulting from these present, you expressly accept to be governed by the jurisdiction of the Federal and Provincial Courts in Toronto, Ontario. If you purchase the Multimedia Programme in any other county, local legislation shall be applicable.