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of time.

American Region: http://support.na.square-enix.com/

EMEA Region:

http://support.eu.square-enix.com/

Asian Region:

http://support.jp.square-enix.com/

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in the event of a lost CD Key. If you wish to transfer the Software Product in accordance

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- (g) remove, modify, deface or circumvent any proprietary notices or labels contained on or within the Software Product;
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- (i) create data or executable programs that mimic data or functionality in the Software Product.

Furthermore, you agree that you shall abide by any of the safety information,

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http://na.square-enix.com/us/documents/cookies http://na.square-enix.com/us/documents/tnc

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http://eu.square-enix.com/en/documents/cookies http://eu.square-enix.com/en/documents/tnc

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With the exception of this Paragraph 5, if there is a direct conflict between the terms of (i) this EULA and (ii) any of the above-described Privacy Policies, Terms of Use, or Cookies Policies, the terms of this EULA shall control.

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8.2 The limited warranty in paragraph 8.1 above is void and shall not apply to media which has been subject to misuse, accident, damage or excessive wear. Any replacement of the Software Product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

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- (B) IN ANY CASE, THE MAXIMUM AGGREGATE LIABILITY OF SQUARE ENIX AND ITS LICENSORS UNDER OR IN RELATION TO THIS EULA OR THE USE OR ATTEMPTED USE OF THIS SOFTWARE PRODUCT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE PRODUCT.
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- 8.6 Some jurisdictions do not permit the warranty disclaimers or limitations on liability set forth in this paragraph 8. Nothing in this paragraph 8 shall affect your statutory rights as a consumer which under the applicable law are not capable of exclusion or limitation. These statutory rights may vary from state/jurisdiction to state/jurisdiction.
- 8.7 You understand that the Software Product may be updated or patched at any time and in doing so no obligation to provide such updates or patches to you pursuant to this EULA or otherwise shall arise.

9. Governing Law and Dispute Resolution

Territory	Jurisdiction	Applicable Law
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EMEA Region:	Courts of England and Wales	English Law
Asian Region	District Court of Tokyo	Japanese Law

9.1 If you acquired this Software Product in the EMEA region, any claim or dispute of whatever nature (including any non-contractual dispute) arising out of or relating to this EULA or the Software Product shall be governed by, and construed in accordance with, English law. Each party irrevocably submits for all purposes in connection with the EULA or the Software Product (including any such dispute or claim) to the exclusive jurisdiction of the English courts, except that nothing in this EULA shall limit Square

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9.2 If you acquired this Software Product in the American region, any claim or dispute of whatever nature arising out of or relating to this EULA or the Software Product shall be governed by, and construed in accordance with, the laws of the State of California, USA without regard to its conflict of laws principles and subject to the exclusive jurisdiction of the state and federal courts situated in Los Angeles, California, USA except that nothing in this EULA shall limit Square Enix's right to bring any action against any party in any other court of competent jurisdiction, nor shall the bringing of such action in one or more jurisdictions preclude the bringing of any other such actions in any other jurisdiction (whether concurrently or not) to the extent permitted by the law of such jurisdictions

9.3 If you acquired this Software Product in the Asian region, any claim or dispute of whatever nature arising out of or relating to this EULA or the Software Product shall be governed by, and construed in accordance with, the laws of Japan and subject to the exclusive jurisdiction of the court of Tokyo District Court of Japan.

9.4 The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this EULA regardless of the territory or jurisdiction a claim is brought in.

10. Injunction

Because Square Enix would be irreparably damaged if the terms of this EULA were not specifically enforced, you agree that we shall be entitled, without bond or other security or proof of damages, to take action as may be required, including without limitation, the right to seek an injunction and other equitable remedies, in addition to any other remedies available to us under applicable law.

11. Indemnity

You agree to indemnify, defend and hold harmless Square Enix, its partners, affiliates, contractors, licensors, officers, directors, employee and agents from all claims, damages,

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- 12.1 If you acquired this Software Product in the United States of America, you will not export or re-export it except as authorized and permitted by the laws and regulations of the United States of America.
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12.5 If any court or competent authority finds that any provision of this EULA (or part of any provision) is invalid, illegal or unenforceable under the applicable law, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this EULA shall not be affected.

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