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Asian Region: <http://support.jp.square-enix.com/>

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(b) transfer the Software Product from one hard drive to another PROVIDED it is used on only one (1) hard drive at any one time and any hard drive on which it is used is under your custody and control at the time of use;

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(c) without a separate license from Square Enix, use the Software Product or permit the use of the Software Product, on more than one personal CPU, game console, handheld device, “smart phone” or PDA at the same time;

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(f) remove, disable or circumvent any security protections or any technical measures that control access to the Software Product and/or are designed to prevent or inhibit the infringement of any copyright or other intellectual property right in the Software Product;

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(h) export or re-export the Software Product or any copy or adaptation in violation of any applicable laws or regulations; or

(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, maintenance instructions or other relevant notices contained in the manual that is included with the Software Product.

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This Software Product may allow services operated by Square Enix and/or its affiliates and/or third parties authorized on their behalf to provide users of the Software Product access to certain on-line or multiplayer features and functionality associated with the Software Product ("Online Features"). These services and Online Features may, however, require the payment of additional fees. In addition, the access and use of such services/Online Features and other goods or information may be subject to a registration process and acceptance of additional terms and conditions, including but not limited to, privacy policies governing the use and processing of personally identifiable information. Importantly, not all purchasers of this Software Product will be able to register or benefit from such services (including Online Features associated with the Software Product). These services and Online Features may not be available in your location, and are not guaranteed to be available for any period of time (and may be subject to suspension or withdrawal at any time). Furthermore, such services/Online Features may be subject to further restrictions (e.g., age requirements). An internet connection will be required to access Online Features.

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#### 5. Your Consent to the Use by Us of Certain Data

Without prejudice to paragraph 4 above, Square Enix may from time to time, during your gameplay, collect anonymous, non-personally identifiable information (i.e.

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                                 <http://na.square-enix.com/us/documents/cookies>  
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                                 <http://eu.square-enix.com/en/documents/cookies>  
                                 <http://eu.square-enix.com/en/documents/tnc>

Asian Region:            <http://www.jp.square-enix.com/privacy/>

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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

<b>Territory</b>	<b>Jurisdiction</b>	<b>Applicable Law</b>
American Region:	Courts of Los Angeles	California law excluding conflict of law
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

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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.

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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.

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You agree to indemnify, defend and hold harmless Square Enix, its partners, affiliates, contractors, licensors, officers, directors, employee and agents from all claims, damages, costs and expenses (including reasonable legal fees) arising directly or indirectly from your acts of omissions in connection with using the Software Product or any breach by you of the terms of this EULA.

## 12. Miscellaneous

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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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