

END USER LICENSE AGREEMENT  
GEARBOX PUBLISHING, LLC

END USER LICENSE AGREEMENT ("EULA")

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Cheat or utilize any unauthorized code, robot, spider, or other program in connection with any online features of the Software;  
Violate any terms, policies, licenses, or code of conduct for any online features of the Software; or  
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The Software may include measures to control access to the Software, control access to certain features or content, prevent unauthorized copies, or otherwise attempt to prevent anyone from exceeding the limited rights and licenses granted under this Agreement. Such measures may include incorporating license management, product activation, and other security technology in the Software and monitoring usage, including, but not limited to, time, date, access, or other controls, counters, serial numbers, and/or other security devices designed to prevent the unauthorized access, use, and copying of the Software, or any portions or components thereof, including any violations of this Agreement. Licensor reserves the right to monitor use of the Software as Licensor deems appropriate. You may not interfere with such access control measures or attempt to disable or circumvent such security features, and if you do, the Software may not function properly. If the Software permits access to Special Features, only one copy of the Software may be used to access those Special Features at one time. Additional terms and registration may be required to access online services and to download Software updates and patches. Only Software subject to a valid license can be used to access online services, including downloading updates and patches. Except as otherwise prohibited by applicable law, Licensor may limit, suspend, or terminate the license granted hereunder and access to the Software, including, but not limited to, any related services and products, at any time, in any manner, and in Licensor's sole discretion.

## USER CREATED CONTENT

The Software may allow you to create content, including, but not limited to, a gameplay map, scenario, screenshot, design, item, or video of your game play. In exchange for use of the Software, and to the extent that your contributions through use of the Software give rise to any copyright interest, you hereby grant Licensor an exclusive, perpetual, irrevocable, fully transferable, and sub-

licensable worldwide right and license to use your contributions in any way and for any purpose in connection with the Software and related goods and services, including, but not limited to, the rights to reproduce, copy, adapt, modify, perform, display, publish, broadcast, transmit, and otherwise communicate to the public by any means available, and distribute your contributions without any further notice or compensation to you of any kind. You hereby waive and agree never to assert any rights or claims with respect to Licensor's and other players' use and enjoyment of such assets in connection with the Software and related goods and services. This license grant to Licensor, and terms above regarding any applicable moral rights, survive any termination of this Agreement and shall inure to the benefit of Licensor.

#### MODIFICATIONS ("MODS")

Any new tools written for the Game from scratch are free to be used by Licensor and other authorized users; Mods and plugins for the Game cannot be sold or otherwise commercially-exploited by users. Such uses are not approved or endorsed by Licensor, and should not be described as such without Licensor's express authorization. By making any content available on or through our Game or website, you are providing your irrevocable permission for Licensor and authorized users to license, use, copy, modify and adapt that content. Any content you make available on our Game or on our website must be your original creation and, by making it available, you represent and warrant that it does not infringe the rights of anyone else. Any tools provided by Licensor or third parties are provided is "AS IS," without warranties of any kind, and you accept that your use is of your own free will, exclusive expense and liability.

#### INTERNET CONNECTION

The Software may require an internet connection to access internet-based features, authenticate the Software, or perform other functions. User experiences will vary.

#### USER ACCOUNTS

In order to use the Software or a software feature, or for certain features of the Software to operate properly, you may be required to have and maintain a valid and active user account with an online service, such as a third-party gaming platform or social network account ("Third Party Account"), or an account with Licensor or a Licensor affiliate, as set forth in the Software documentation. If you do not maintain such accounts, then certain features of the Software may not operate or may cease to function properly, either in whole or in part. The Software may also require you to create a Software-specific user account with Licensor or a Licensor affiliate ("User Account") in order to access the Software and its functionality and

features. Your User Account login may be associated with a Third Party Account. You are responsible for all use and the security of your User Accounts and any Third Party Accounts that you use to access and utilize the Software.

#### SOFTWARE STORE TERMS

This EULA and the provision of the Software through any Software Store are subject to the additional terms and conditions set forth in or required by the applicable Software Store and, where applicable and consistent with Licensor's intent, such applicable terms and conditions are incorporated herein by this reference. Licensor is not responsible or liable to you for any credit card or bank-related charges or other charges or fees related to your purchase transactions within the Software or through a Software Store. All such transactions are administered by the Software Store, not Licensor. Licensor expressly disclaims any liability for any such transactions, and you agree that your sole remedy regarding all transactions is through such Software Store, not Licensor.

This Agreement is solely between you and Licensor. You acknowledge that a Software Store may not have an obligation to furnish any maintenance or support services to you in connection with the Software. Except for the foregoing, to the maximum extent permitted by applicable law, the Software Store shall have no other warranty obligation whatsoever with respect to the Software. Any claim in connection with the Software (e.g., related to product liability, a failure to conform to applicable legal or regulatory requirements, claims under consumer protection or similar legislation or intellectual property infringement) are governed by this Agreement. You must comply with the Software Store Terms of Service and any other Software Store applicable rules or policies. The license to the Software is a non-transferable license to use the Software only on an applicable device that you own or control. You represent that you are not located in any U.S.-embargoed countries or other geographical areas or on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's list or Entity List. The Software Store is a third party beneficiary to this Agreement and may also enforce this Agreement, as necessary.

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By installing and using the Software, you consent to the information collection and usage terms set forth in Licensor's Privacy Policy, including (where applicable) (i) the transfer of any personal information and other information to Licensor, its partners, affiliates, vendors, and to certain other third parties, such as governmental authorities, in the U.S. and other countries located outside Europe or your home country, including countries that may have

lower standards of privacy protection; (ii) the public display of your data, such as identification of your user-created content or displaying your scores, ranking, achievements, and other gameplay data on websites and other platforms; (iii) the sharing of your gameplay data with hardware manufacturers, platform hosts, and Licensor's marketing partners; and (iv) other uses and disclosures of your personal information or other information as specified in the above-referenced Privacy Policy, as amended from time to time. If you do not want your information used or shared in the manner described in Licensor's Privacy Policy, then you should forego using the Software.

For the purpose all data privacy issues, including the collection, use, disclosure, and transfer of your personal information and other information, please visit the governing Privacy Policy terms located at [WWW.GEARBOXPUBLISHING.COM/PRIVACY](http://WWW.GEARBOXPUBLISHING.COM/PRIVACY).

#### LIMITED SOFTWARE WARRANTY

BY OPENING, DOWNLOADING, INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE, AND ANY OTHER MATERIALS INCLUDED WITH THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS LIMITED SOFTWARE WARRANTY WITH THE UNITED STATES COMPANY GEARBOX PUBLISHING, LLC AND ITS CHOSEN AFFILIATES ("LICENSOR"), AS WELL AS THE PRIVACY POLICY LOCATED AT [WWW.GEARBOXPUBLISHING.COM/PRIVACY](http://WWW.GEARBOXPUBLISHING.COM/PRIVACY), THE TERMS OF SERVICE LOCATED AT [WWW.GEARBOXPUBLISHING.COM/TERMS](http://WWW.GEARBOXPUBLISHING.COM/TERMS), AND THE END USER LICENSE AGREEMENT LOCATED AT [WWW.GEARBOXPUBLISHING.COM/EULA](http://WWW.GEARBOXPUBLISHING.COM/EULA).

The current version of this limited software warranty is posted at [WWW.GEARBOXPUBLISHING.COM/EULA](http://WWW.GEARBOXPUBLISHING.COM/EULA) (the website, "Site"). Your continued use of the Software following any posted revision constitutes your acceptance of its terms.

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GEARBOX PUBLISHING, LLC

ATTN: WARRANTY

5757 Main Street, Suite 500

Frisco, TX 75034

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IN NO EVENT WILL LICENSOR BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM POSSESSION, USE, OR MALFUNCTION OF THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, DAMAGES TO PROPERTY, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION, AND, TO THE EXTENT PERMITTED BY LAW, DAMAGES FOR PERSONAL INJURIES, PROPERTY DAMAGE, OR LOST PROFITS OR PUNITIVE DAMAGES FROM ANY CAUSES OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SOFTWARE, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY, OR OTHERWISE, WHETHER OR NOT LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL LICENSOR'S LIABILITY FOR ALL DAMAGES (EXCEPT AS REQUIRED BY APPLICABLE LAW) EXCEED THE ACTUAL PRICE PAID BY YOU FOR USE OF THE SOFTWARE.

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#### EQUITABLE REMEDIES

You hereby agree that if the terms of this EULA are not specifically enforced, Licensor will be irreparably damaged, and therefore you agree that Licensor shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect of this EULA, including temporary and permanent injunctive relief, in addition to any other available remedies.

#### DISPUTE RESOLUTION

This Agreement shall be exclusively governed by, and construed in accordance with, the laws of the State of Texas, notwithstanding its choice of law rules. For any and all legal disputes involving the terms of this Agreement, you agree to submit to the exclusive jurisdiction of the state courts sitting in Collin County, Texas or federal courts at Company's sole discretion, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. You also agree to attempt in good faith to resolve any claim or dispute with the Company before commencing arbitration. Any claim or dispute notice regarding the Online Services must be sent via email

to [dispute@gearboxpublishing.com](mailto:dispute@gearboxpublishing.com) as well as by U.S. Mail to Gearbox Publishing, LLC, ATTN: Legal Department/Arbitration Notice, 5757 Main Street, Suite 500, Frisco, Texas 75034, and must contain a written statement accurately setting forth (1) your name, address and contact information; (2) your email address; (3) all facts giving rise to the claim or dispute; and (4) the relief you seek.

You and the Company further agree as follows: (1) any claim or dispute brought to enforce this Agreement must be commenced within one (1) year of the event giving rise to the alleged claim or dispute; (2) the prevailing party will be entitled to costs and attorneys' fees; and (3) any claim or dispute must be brought individually and not consolidated as part of a group or class action complaint.

The only disputes not covered by this Agreement to negotiate informally and arbitrate are disputes enforcing, protecting, or concerning the validity of any intellectual property rights asserted by the Company, its partners and affiliates.

#### BINDING ARBITRATION & CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS CONCERNING ANY DISPUTES REGARDING USE OF THE LICENSED WORKS BETWEEN YOU AND THE COMPANY, ITS PARTNERS, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS.

(a) **Dispute.** As used in this Agreement, "Dispute" means any dispute, claim, demand, action, proceeding, or other controversy between you and the Company concerning the Online Services or Licensed Works, whether based in contract, warranty, tort (including, without limitation, fraud, misrepresentation, fraudulent inducement, concealment, omission, negligence, conversion, trespass, strict liability, and product liability), statute (including, without limitation, consumer protection and unfair competition statutes), regulation, ordinance, or any other legal or equitable basis or theory. "Dispute" will be given the broadest possible meaning allowable under law.

(b) **Informal Resolution Option.** You and the Company agree to attempt in good faith to resolve any Dispute before commencing arbitration. Unless you and the Company otherwise agree in writing, the time for informal resolution will be 60 days from the date on which you or the Company mails a notice of the Dispute ("Notice of Dispute") as specified in Paragraph(c). You and the Company agree that neither party will commence arbitration before the end of the 60-day period provided for informal resolution.

(c) **Dispute Notices.** Notice of any Dispute with the Company regarding online use of the Licensed Works must be sent via email to [dispute@gearboxpublishing.com](mailto:dispute@gearboxpublishing.com) as well as by U.S. Mail to Gearbox

Publishing, LLC, ATTN: LEGAL DEPT/ARBITRATION NOTICE, 5757 Main Street, Suite 500, Frisco, TX 75034, and must contain a written statement setting forth (1) your name, address, and contact information; (2) your email address; (3) all facts giving rise to the Dispute; and (4) the relief you seek. Notice of a Company Dispute with you will be sent to your registered email address and by U.S. Mail to the known mailing address.

(d) BINDING ARBITRATION. IF YOU LIVE IN THE UNITED STATES, YOU AND THE COMPANY AGREE THAT IF YOU AND THE COMPANY DO NOT RESOLVE ANY DISPUTE BY INFORMAL NEGOTIATION UNDER PARAGRAPH (b) ABOVE, ANY EFFORT TO RESOLVE THE DISPUTE WILL BE CONDUCTED EXCLUSIVELY BY BINDING ARBITRATION IN ACCORDANCE WITH THE ARBITRATION PROCEDURES IN PARAGRAPH (g) BELOW. YOU UNDERSTAND AND ACKNOWLEDGE THAT BY OPTING TO USE THE LICENSED WORKS OR THE SITE, YOU ARE AGREEING TO BINDING ARBITRATION WHICH FORFEITS ANY RIGHTS YOU MAY HAVE TO LITIGATE (OR PARTICIPATE IN AS A PARTY OR CLASS MEMBER) ALL DISPUTES IN COURT BEFORE A JUDGE OR JURY. INSTEAD, YOU UNDERSTAND AND AGREE THAT ALL DISPUTES WILL BE RESOLVED BEFORE A NEUTRAL ARBITRATOR, WHOSE AWARD (DECISION) WILL BE BINDING AND FINAL, EXCEPT FOR A LIMITED RIGHT OF APPEAL UNDER THE FEDERAL ARBITRATION ACT. ANY COURT WITH JURISDICTION OVER THE PARTIES MAY ENFORCE THE ARBITRATOR'S AWARD.

THE ONLY DISPUTES NOT COVERED BY THIS AGREEMENT TO NEGOTIATE INFORMALLY AND ARBITRATE ARE DISPUTES ENFORCING, PROTECTING, OR CONCERNING THE VALIDITY OF ANY OF THE COMPANY'S (OR ANY OF YOUR OR THE COMPANY'S LICENSORS') INTELLECTUAL PROPERTY RIGHTS.

(e) Small Claims Option. Notwithstanding Paragraph (d), you may also have the right to litigate any Dispute regarding your use of the Licensed Works or the Site in small claims court, subject to satisfying all requirements of the small claims court, including any limitations on jurisdiction and the disputed amount at issue.

(f) CLASS ACTION WAIVER. YOU AND THE COMPANY AGREE THAT ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE, WHETHER IN ARBITRATION, IN COURT, OR OTHERWISE, WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS, AND THAT NEITHER YOU NOR COMPANY WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, A REPRESENTATIVE ACTION, A COLLECTIVE ACTION, A PRIVATE ATTORNEY-GENERAL ACTION, OR IN ANY PROCEEDING IN WHICH YOU OR THE COMPANY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. YOU AND THE COMPANY FURTHER AGREE THAT NO ARBITRATION OR PROCEEDING WILL BE JOINED, CONSOLIDATED, OR COMBINED WITH ANOTHER ARBITRATION OR PROCEEDING WITHOUT THE PRIOR WRITTEN CONSENT OF YOU, THE COMPANY, AND ALL PARTIES TO ANY SUCH ARBITRATION OR PROCEEDING. YOU AND THE COMPANY AGREE THAT NO ARBITRATOR SHALL HAVE THE AUTHORITY TO FASHION A PROCEEDING AS A CLASS OR COLLECTIVE ACTION OR TO AWARD RELIEF TO A GROUP OR CLASS OF USERS IN ANY ARBITRATION PROCEEDING.

(g) Arbitration Procedure. Subject to the terms herein, the arbitration of any Dispute will be conducted by, and according to the rules and procedures of, the American Arbitration Association (the "AAA"). Information about the AAA, and how to commence arbitration before it, is available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. The Commercial Arbitration Rules of the AAA will govern the arbitration. If you are an individual consumer and use the Licensed Works for personal or household use, or if the value of the Dispute is \$75,000 or less, the Supplementary Procedures for Consumer-Related Disputes of the AAA will also apply. If the AAA rules or procedures conflict with the provisions of this Agreement, the provisions of this Agreement will govern. You may request a telephonic or in-person hearing by following the AAA rules and procedures. Where the value of a Dispute is \$10,000 or less, any hearing will be via electronic communications unless the arbitrator finds good cause to instead hold an in-person hearing.

(h) Arbitration Location. You agree to commence arbitration only in Collin County, Texas. The Company agrees to commence arbitration only in your county of residence.

(i) Costs & Fees. In any arbitration you commence, the Company reserves its right to seek its expenses associated with the arbitration process. In a Dispute involving more than \$75,000, the AAA rules will govern payment of filing and AAA administrative fees and arbitrator's fees and expenses. You and the Company agree that fees and expenses are not counted in determining how much a Dispute involves.

(j) Enforceability. If the class action waiver (which includes a waiver of private attorney-general actions) in Paragraph (f) is found to be illegal or unenforceable as to all or some parts of a Dispute, whether by judicial, legislative, or other action, then this Section and its subsections will not apply to those parts. Instead, those parts of the Dispute will be severed and proceed in a Texas court of law, with the remaining parts proceeding in arbitration. The definition of "Dispute" in Paragraph (a) will still apply to this Agreement.

(k) Rejection Rights. If the Company makes a material change to this Section (other than an administrative change or revision to the notice address in Paragraph (c)) while you are authorized to use the Licensed Works or the Site, you may seek to reject the change by sending the Company written notice (in English, please) within 30 days of the basis for rejection by email to [privacy@gearboxpublishing.com](mailto:privacy@gearboxpublishing.com) and via U.S. Mail to the address contained in Paragraph (c). You agree that you will informally negotiate and arbitrate any Dispute between us in accordance with the most recent version of this Section prior to the change you rejected and that Company reserves all lawful rights irrespective of such rejection.

(l) Severability. If any provision of this Section and its subsections, other than Paragraph (f) (i.e., class action waiver), is found to be illegal or unenforceable, that provision shall be limited or eliminated only to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

(m) Survival. The provisions of this Section will survive termination of this Agreement and the provision of the Online Services, Licensed Works and the Site.

#### TAXES AND EXPENSES

You shall be responsible for and shall pay and shall indemnify and hold harmless Licensor and any and all of its partners, affiliates, officers, directors, and employees against all taxes, duties, and levies of any kind imposed by any governmental entity with respect to the transactions contemplated under this EULA, including interest and penalties thereon (exclusive of taxes on Licensor's net income), irrespective of whether included in any invoice sent to you at any time by Licensor. You shall provide copies of any and all exemption certificates to Licensor if you are entitled to any exemption. All expenses and costs incurred by you in connection with your activities hereunder, if any, are your sole responsibility. You are not entitled to reimbursement from Licensor for any expenses, and will hold Licensor harmless therefrom.

#### TERMS OF SERVICE

All access to and use of the Software is subject to this EULA, the applicable Software documentation, Licensor's Terms of Service ([WWW.GEARBOXPUBLISHING.COM/TERMS](http://WWW.GEARBOXPUBLISHING.COM/TERMS)), and Licensor's Privacy Policy ([WWW.GEARBOXPUBLISHING.COM/PRIVACY](http://WWW.GEARBOXPUBLISHING.COM/PRIVACY)), and all terms and conditions of the Terms of Service are hereby incorporated into this EULA by this reference. These agreements represent the complete agreement between you and Licensor relating to use of the Software and related services and products and supersede and replace any prior agreements between you and Licensor.

#### GOVERNING LAW

This EULA shall be construed (without regard to conflicts or choice of law principles) under the laws of the State of Texas, as such law is applied to agreements between Texas residents entered into and to be performed within Texas, except as governed by federal law. Accordingly, the sole and exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the state courts located in Licensor's principal corporate place of business (Frisco, Texas, U.S.A.) or federal courts at Company's sole discretion. You and Licensor consent to the jurisdiction of such courts and agree that

process may be served in the manner provided herein for giving of notices or otherwise as allowed by the State of Texas or federal law. You and Licensor agree that the UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) shall not apply to this EULA or to any dispute or transaction arising out of this EULA.

IF YOU HAVE ANY QUESTIONS CONCERNING THIS EULA, YOU MAY CONTACT US IN WRITING AT: [privacy@gearboxpublishing.com](mailto:privacy@gearboxpublishing.com).

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## PRIVACY POLICY GEARBOX PUBLISHING, LLC

### PRIVACY POLICY

Last updated 07.21.16

Welcome to Gearbox Publishing!

In order to make the experience as entertaining—and transparent—as possible, we have adopted the Privacy Policy (“Policy”) below. Because the use of the Gearbox website, its related sites, software and services (collectively, “Online Services”) first requires acceptance of the below Policy, please take a moment to familiarize yourself with them.

Gearbox Publishing is designed to foster a relationship between Gearbox Publishing members (“Members”) and Gearbox entertainment. Ideally, the relationship between our content and our community will grow stronger and more robust as Gearbox matures. To help facilitate this process, information is exchanged between Members, their equipment and Gearbox. We respect that Members are trusting us with their information. We’re committed to being reasonable custodians of information—individual, personal or otherwise—obtained from Members. The types of information we collect are detailed below. The Gearbox website is a service for accessing videogames. The Online Services itself does not track Members through the use of “cookies” or collect personal information. Websites use cookies and are capable of tracking Members unless the Members block cookies and turn on the Do Not Track option.

Obviously, use of the Online Services, if any, is voluntary. This includes any channels provided for interacting with other Members. Some Members like to run with the pack, while some don’t; neither preference is wrong. If you are uncertain about sharing data at all, please forego use of the Online Service entirely until you achieve the level of comfort you need. We have no desire to make the experience awkward or difficult.

Please don't be bashful with your constructive compliments and criticisms—both are welcome. If you have any thoughts or ideas about where things are/aren't working well, we want to know that. You can reach out to us directly to share your ideas at [privacy@gearboxpublishing.com](mailto:privacy@gearboxpublishing.com).

To foster the Member community, we intend to convey—and support—various promotions via emails to Members. We're determined to keep this from becoming annoying; if we're failing, please let us know. Members who wish to do so, may use the “unsubscribe from this list” or “update subscription preferences” links located at the bottom of any email you receive from Gearbox; or you can delete your account to stop such communications.

All Members must be over the age of 13 to use our Online Services, and at least 18 years of age to access some games. Gearbox does not intentionally collect personal information from children under the age of 13, and any such information will be deleted upon discovery.

To fully enjoy the services available from Online Services, individuals should create a Gearbox SHiFT account, and must respect the rights of others throughout their use. Like a bad roommate, Members who detract from the Online Services will be promptly evicted from the Gearbox community. No Member is entitled to use of the Online Services or its content at the expense of other Members.

Links to other websites are provided for Member convenience and information; those links have their own terms, conditions, and privacy policies. Members may also be bound by the separate terms of their respective software, products, platforms, hardware and equipment. We recommend that you carefully review all such terms.

Members understand and agree that Online Services is provided “AS-IS” and without warranties or duties of any kind.

Again, the official Policy is below...game on!

#### PRIVACY POLICY:

Gearbox Publishing, LLC, a United States company, its partners and affiliates (collectively “Gearbox”), respects the privacy rights of those who access and use its services and is committed to protecting the information collected through its online products, services, and websites accessed through any internet-capable hardware platform including gaming consoles, personal computers, mobile computers, or smart phones, or in-game applications or any software platform including third-party hosts (collectively the “Online Services”). We have adopted this Privacy Policy to explain how we collect, store, disclose, transfer, protect, and otherwise use the information

collected in connection with our Online Services (the “Privacy Policy”).

PLEASE READ THE FOLLOWING PRIVACY POLICY CAREFULLY. BY REGISTERING FOR OR USING OUR ONLINE SERVICES, YOU AGREE THAT (i) WE MAY TRANSFER, PROCESS, AND STORE YOUR ACCOUNT INFORMATION IN THE UNITED STATES OF AMERICA WHICH MAY HAVE DIFFERENT PRIVACY LAWS THAN THE COUNTRY FROM WHICH THE INFORMATION ORIGINATED; AND (ii) WE MAY PROCESS YOUR DATA IN ACCORDANCE WITH THE FOLLOWING PRIVACY POLICY. THIS PRIVACY POLICY IS IN ADDITION TO THE PRIVACY DISCLOSURES PROVIDED TO YOU WITH YOUR SOFTWARE PRODUCT, BY YOUR CONSOLE MANUFACTURER, AND/OR ANY SOCIAL NETWORKING SERVICE OR FEATURE YOU USE TO LINK TO OUR SERVICE.

This Privacy Policy will explain:

The scope of this Privacy Policy  
Information Gearbox collects  
Gameplay information Gearbox collects  
The limitations, if any, resulting from you not wanting to share personal information  
How we use cookies, track IP Addresses, or use other passive means to collect information  
How we use information we collect  
How we share information we collect  
What choices you have with regard to the use of your personal information  
Links to other parties  
Children’s privacy  
How we protect your information  
Your California Privacy Rights  
Where information is stored  
How to contact us  
SCOPE OF THIS PRIVACY POLICY

This Privacy Policy applies to personal information collected on <https://shift.gearboxsoftware.com>.

Please note that this Privacy Policy applies only to information submitted and collected online through the Gearbox SHiFT service, and does not apply to information that may be collected by Gearbox from direct emails from you to individuals at Gearbox, offline, or by third party sites you use to connect to the Gearbox website.

We reserve the right to make changes to this Privacy Policy. If we make a material change to this Privacy Policy, we will notify you here, by email, or by means of a notice on our home page. If necessary, we will provide additional choices regarding such change in these notices. Your acceptance of any revised Privacy Policy is required for your continued use of our products and services.



You may choose to voluntarily provide us with various personal information and non-personal information through your use of the Online Services. We also may use "cookies" and other passive technologies including clear gifs to collect certain non-personal information from you in connection with your use of the Online Services, such as the pages you visit and the features you use. Our cookies are linked to your IP or MAC address.

## INFORMATION THE COMPANY COLLECTS

Personal information identifies you and may be used to contact you online or offline. Gearbox collects personal information from you on a voluntary basis. When you submit personal information to Gearbox, it often takes the form of:

Registration for Online Services, websites, products, contests, and special events;  
Subscribing to newsletters or alerts;  
Posting in or commenting on our message boards, forums, news blogs, chat rooms, or other Online Services;  
Purchasing products or services through our online stores;  
Using "tell a friend," "email this page," or other similar features;  
Requesting technical support;  
Downloading demos, programs, or software;  
Participating in polls, surveys, and questionnaires; or  
Otherwise through use of our software, including console products, mobile products, and personal computer products, and through the use of our online products or Online Services where personal information is required for use and/or participation.  
The types of information collected in connection with the activities listed above can vary depending on Member activity. The collected information may include:

first and/or last name;  
e-mail address;  
street and/or mailing address and zip code;  
telephone number;  
photographic images, if uploaded by user;  
credit card number, if provided for purchases;  
IP or MAC address;  
game device identifier;  
user/game name; or  
demographic information (age, gender, date of birth), if provided by user in surveys or forums.  
In addition, we may collect generalized geographic information about you or your systems, such as your hardware configuration, console ID, software products played, and the systems you have played on. If such information is collected for an activity that also requires personal information, we may combine the information with your personal information. Prize winners may be required to provide additional

information for prize fulfillment.

All Members are encouraged to use a generic or creative user/game name, not their real name or email address, as their user name when they sign up for any online activity. User/game names are publicly displayed during online gameplay and can be seen by other players. Any perceived misuse of your email address should be sent to [privacy@gearboxpublishing.com](mailto:privacy@gearboxpublishing.com).

#### GAMEPLAY INFORMATION THE COMPANY COLLECTS

When you use products or services on internet-capable hardware, Gearbox may receive information regarding your gameplay without any additional notice to you or actions taken by you. Gearbox may receive information such as a console ID, gaming service ID, game achievements, game scores and performance, or other device ID other console/device use information, or other information and statistics regarding your usage of the games. Information about gameplay may be collected while you are offline and transmitted to Gearbox when you next connect to the Internet whether or not you are currently logged into your Internet Connection from your console, handheld, mobile device, computer, or other gaming platform.

#### WHAT HAPPENS IF I CHOOSE TO NOT PROVIDE MY PERSONAL INFORMATION?

Your choice to not submit personal information may limit your ability to participate in some activities, such as sweepstakes or the use of certain Online Services.

#### DO YOUR ONLINE SERVICES USE COOKIES, TRACK IP OR MAC ADDRESSES, OR USE OTHER PASSIVE MEANS TO COLLECT INFORMATION?

Gearbox uses cookies, web beacons, and similar tracking devices for certain Online Services to collect information that is both personal and non-personal. If you choose to provide us with other personal information, it may be linked to the non-personal information stored by these technologies.

**Cookies:** A "cookie" is a small bit of record-keeping information that websites often store on a user's computer. Our cookies do not include people's names or e-mail addresses; they are typically used to quickly identify a Member's computer, browser, or device and to "remember" things about prior visits (such as the Member's use of various features on the service). You can disable cookies or set your browser to alert you when cookies are being sent to your computer; however, disabling cookies may affect your ability to use certain Online Services.

**Web Beacons:** A "web beacon" is an electronic image that allows websites to count users who have visited certain pages or viewed certain advertisements.

**Internet Log Files:** Gearbox may also keep track of IP addresses used to access its Online Services for various reasons. An IP address is a numerical number that is used by a networked device and will identify your point of connection to the internet. Depending on your network configuration, it may also identify your computer, or other device. A MAC address or other device ID identifies one specific piece of hardware. These identifiers may be tied to your personal information in certain circumstances, such as if you have linked your console user account to Online Service accounts offered by Gearbox.

**Analytic Metrics Tools and Other Technologies:** Other information that may be passively collected by Gearbox includes information about your hardware, product use, service use, or website use, including website navigation and game telemetry activity. We also use this information for our internal marketing, service design, technical support, and demographic studies, so we can constantly improve the Online Services we provide you.

**Advertising Service Providers:** Some of our Online Services may be supported by advertising provided by Gearbox or various third-party advertising agents, such as ad networks, data exchanges, traffic management service providers and marketing analytics service providers ("Advertising Service Providers"). Such Online Services may place and use cookies, web beacons, and similar technologies to collect information about your device and your use of Online Services. The information such Advertising Service Providers may collect, or we may share with them, includes your device's type, IP or MAC address or other device ID, browser type, language, operating system and generalized geographic location; the types of pages, content and ads you, or others who are using your device, visited or viewed and the frequency of your visit/viewing; and information regarding your use of or activities in connection with a website or Online Service (e.g., time spent using a mobile application or your purchases). This information may be collected or shared when you use an Online Service, click on a webpage or an advertisement, or launch one of our game or other mobile applications that you have installed, and may be used: (1) to ensure that an Advertising Service Provider is accurately and properly paid for an advertisement it placed on our behalf (e.g., an ad that led you to purchase or download one of our games or other mobile applications); (2) to help prevent you from seeing the same ads over and over again; (3) to help select and display targeted ads or other content on your computer or other device (such as on a website you are viewing or a mobile application you are using) that may be of particular interest to you; (4) to measure and analyze advertising effectiveness and/or traffic in our Online Services and determine the popularity of certain content; and (5) to monitor and analyze the usage of our Online Services, so that we can continually enhance and improve them.

**Third-party Advertisers:** Gearbox may work with various third-party advertising agents that use cookies, web beacons, and similar technologies to collect information. Because we cannot ensure access or control over third-party tracking technologies, Members are

encouraged to learn more about these vendors, their privacy policies, and the ability to opt out of their tracking programs before disclosing any information. Additional information about individual opt-out programs is currently available on the World Privacy Forum website at <http://www.worldprivacyforum.org/2015/08/consumer-tips-top-ten-opt-outs>. In addition to visiting the websites of each of the vendors listed above, Members are invited to visit the Network Advertising Initiative's website at <http://www.networkadvertising.org/choices> for more information regarding various opt-out options.

#### DO NOT TRACK

Gearbox honors but does not respond to Do Not Track (DNT) signals. Gearbox uses personal information (as stated above in Information Gearbox Collects) for Gearbox's own use to identify Members over time during online gaming. Gearbox does not track Members across other websites.

Members may choose to use the DNT option on their electronic devices used to access the Online Services provided by Gearbox. DNT may interfere with some gaming features relating to generalized geographic areas, personalizations on your account, and game play where you might have to re-enter your date of birth each time you login to play a game. Gearbox does not retain date of birth information; it is strictly used for appropriate age access to games.

#### HOW WE USE INFORMATION WE COLLECT

When you submit information to Gearbox via our Online Services, or information is collected as described in this Privacy Policy, that information is received by Gearbox. Gearbox uses this information to provide you with access to our services, to fulfill product orders, send you promotional materials, and to respond to questions or technical problems. We also use your personal and other information for our internal marketing and generalized geographical studies, so we can constantly improve the products and services we provide you and to better meet your needs.

Your participation in tournaments or other online game events is conditional upon our collection, use, storage, transmission and public display of certain data (such as your scores, rankings, and achievements) generated through your participation.

Members of SHiFT, may enter contests as a perk of their membership and/or use of certain services. Check frequently at [www.gearboxsoftware.com](http://www.gearboxsoftware.com) for details regarding contests.

We may automatically post certain information, such as your user/game name or ID and gameplay statistics, within the game, on Social Networking Services, on Online Services, or on specialized game websites. As with other gameplay information services, your gameplay,

leaderboards, and multiplayer match information may appear nested in our games or third-party webpages via frames or widgets.

We may match and/or combine information collected in connection with various Online Services and display it publicly, including on our websites, in our games, or in multiplayer game lobbies. For example, if you associate your Company website account with a game console account, your in-game achievements may be displayed combining your website account name with your in-game achievements.

Some of our Online Services may allow you to link your account to or from SNS services. Certain membership information may be transferred automatically to Gearbox when you link your Online Service membership with an SNS account. Some SNS services also give you the option to post information about the Online Services to their websites to share with others.

Some of our Online Services offer SNS features and Widgets. These third-party SNS features may set a cookie to enable the Feature to function properly and may collect information about you when you use them, such as your IP or MAC address and which page you are visiting on our site. SNS features and Widgets are either hosted by a third party or hosted directly by our Online Services.

From time to time, Gearbox may employ vendors to perform services on Gearbox's behalf. These vendors provide internal support to Gearbox by operating some of the services we provide you such as contest entry collection and email services. Although these vendors, not Gearbox, may collect, use, or maintain the information in connection with the Online Services, Gearbox still requires that they adhere to Gearbox's stated privacy policies and that they not share your personal information with third parties or use the information for their own marketing purposes.

#### HOW WE SHARE INFORMATION WE COLLECT

Gearbox may share your personal information with third parties as described in this Privacy Policy related to the Online Services, including customer support, technical support, contest data, newsletters, and email fulfillment. In the event we offer services or promotions where your personal information is separately collected and used according to the privacy policy of a third party, we will inform you of that at the time of collection and you may elect not to participate in the service or promotion. In addition, we may share aggregate information (not personal information) regarding Online Services usage statistics and Members generalized geographical areas with third parties, but this information will not include personal information. These third parties are not always permitted to use such

information for their own marketing purposes.

We may share your personal information with third parties in connection with an investigation of fraud, intellectual property infringements, or other activity that is illegal or may expose you or us to legal liability, including as required by law enforcement or other government officials. We also may share your personal information with third parties when we have reason to believe that a disclosure is necessary to address potential or actual injury or interference with our rights, property, operations, Members, or others who may be harmed or may suffer loss or damage, or when we believe that disclosure is necessary to protect our rights, investigate, or enforce our terms and conditions, combat fraud and/or comply with a judicial proceeding, court order, or legal process served on Gearbox.

In addition, your personal information may be disclosed to a potential or actual successor or assign in connection with a proposed or consummated merger, acquisition, reorganization, bankruptcy, or other similar event involving all or a portion of Gearbox, Gearbox's customer information may be transferred to our successor or assign.

#### HOW TO REVIEW, CONTROL & CORRECT THE USE OR DISPLAY OF DATA

If you do not want to receive certain communications such as newsletters or promotional offers, you may indicate your preference at the time your personal information is requested or later opt-out by using the methods listed below. In addition to the methods below, along with every communication sent to you, Gearbox gives you the opportunity to discontinue receiving future communications on each communication it sends by providing links at the bottom of the email communication.

If for any reason you wish to unsubscribe to Gearbox mailing lists please log in to manage your account or use the "unsubscribe from this list" or "update subscription preferences" links at the bottom of any Gearbox email message. To delete your Gearbox account, sign into your SHiFT account at <https://shift.gearboxsoftware.com>, click the "Other" link, then click "Delete My Account". If you do not want your gameplay information to publicly appear via the Gearbox site(s), then you should visit and follow the instructions to opt out of our gameplay information services. Please note that, even if you opt out of participation in SHiFT, your gameplay information may still appear on certain gameplay boards including those hosted by third parties such as console manufacturers (including copies of those boards hosted on the Gearbox website and SHiFT) and Gearbox will continue to collect and store information regarding your usage of its games for internal purposes.

In addition to the above methods, if you wish to view, delete, or correct the personal information collected about you, you may also

send an e-mail to [privacy@gearboxpublishing.com](mailto:privacy@gearboxpublishing.com), or write to us (in English, please) at Gearbox Publishing, 5757 Main Street, Suite 500, Frisco, Texas 75034. Please indicate your country of residence in your correspondence.

**Data Retention:** We will retain your personal information for as long as your account is active or as needed to provide the relevant services. If you wish to cancel your account or request that we no longer use your personal information to provide you services, please contact us as described herein. If your account is inactive for a period of time, it may be deleted. If information is changed or deleted, we may still retain some of your information in our files to resolve disputes, enforce our Terms of Service agreement, administer our services, comply with technical and legal requirements, and/or other constraints related to the security, integrity, and operation of our Online Services.

In all cases for our Online Services, we will respond to your request for access to update, delete, or correct inaccuracies to your personal information.

#### LINKS TO OTHER SITES

You should be aware that while you are using our Online Services you could be directed to other sites that are beyond our control. The fact that we link to a website is not an endorsement, authorization, or representation of our affiliation with that third party. Because we cannot guarantee that the privacy policies of these websites meet our high standards, we recommend reading the privacy policy of the website you link to before you submit any of your personal information.

#### CHILDREN'S PRIVACY

No one under the age of 13 is invited or eligible to become a user or Member. Gearbox does not knowingly collect personal information from children under 13 years of age. If we become aware that a child under 13 has submitted information to Gearbox, we delete this information following its discovery. We encourage parents to instruct their children to never give out their real names, addresses, or phone numbers, without permission, when using the Internet.

#### WHAT SAFEGUARDS ARE USED TO PROTECT MY PERSONAL INFORMATION?

To protect your personal information, Gearbox follows generally accepted industry standards and maintains reasonable safeguards to attempt to ensure the security, integrity, and privacy of the information you have provided. Gearbox has security measures in place designed to protect against the loss, misuse, and alteration of the information under our control. Personal information collected by Gearbox is stored in secure operating environments that are not

available to the public (e.g., locked rooms). To prevent unauthorized electronic access to personal information, Gearbox maintains information collected online behind a firewall-protected server and uses SSL encryption for accounts and purchases made through the Gearbox online store. However, no system can be 100% secure and human errors occur, so there is the possibility that there could be unauthorized access to your information.

## CALIFORNIA PRIVACY RIGHTS

Since 2005, California Civil Code Section 1798.83 permits our customers who are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. If this Privacy Policy states that any personal information may be shared with third parties for their direct marketing purposes, you may send inquiries (in English, please) regarding our disclosure policy to Gearbox Publishing, LLC, ATTN: Privacy Policy, 5757 Main Street, Suite 500, Frisco, Texas 75034.

## TRANSFER OF YOUR INFORMATION TO THE UNITED STATES

All information collected or received by Gearbox in connection with the Online Services is collected in, processed in, or transferred to the United States of America. While your information is in another jurisdiction, it may be accessed by the courts, law enforcement, and national security authorities pursuant to the laws of those jurisdictions. Backup data, matchmaking data, and administrative data may also be stored on media or servers located in the United States of America.

## HOW TO CONTACT US

For all questions or complaints about this Privacy Policy, contact our Privacy Policy Administrator via email (in English, please) at [privacy@gearboxpublishing.com](mailto:privacy@gearboxpublishing.com); or, by regular mail at Gearbox Publishing, LLC, ATTN: Privacy Policy, 5757 Main Street, Suite 500, Frisco, Texas 75034. If you are a Gearbox Online Services user located in the European Union, please indicate that in your email or letter.

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