

EPIC GAMES STORE END USER LICENSE AGREEMENT

Please read this Agreement carefully. It is a legal document that explains your rights and obligations related to your use of the Epic Games Store and Software, including any Services you access or purchases you make through the Software. By accessing the Epic Games Store, by downloading or using the Software, or by otherwise indicating your acceptance of this Agreement, you are agreeing to be bound by the terms of this Agreement. If you do not or cannot agree to the terms of this Agreement, please do not access the Epic Games Store or download or use this Software.

In particular, we want to highlight some important terms, policies, and procedures in this Agreement. By accepting this Agreement:

1. You are also agreeing to the Epic policies and terms listed below, which are expressly incorporated into this Agreement. Please read them carefully:

Our Privacy Policy (<https://www.epicgames.com/privacypolicy>) explains what information we collect from you and how we protect it.

Our Fan Content Policy (<https://www.epicgames.com/fan-art-policy>) explains what you can do with Epic's Intellectual Property in the content you create.

Our Terms of Service (<https://www.epicgames.com/tos>) explain the rules for our websites.

2. You and Epic agree to resolve disputes between us in individual arbitration (not in court). We believe the alternative dispute-resolution process of arbitration will resolve any dispute fairly and more quickly and efficiently than formal court litigation. Section 12 explains the process in detail. We've put this up front (and in caps) because it's important:

THIS AGREEMENT CONTAINS A BINDING, INDIVIDUAL ARBITRATION AND CLASS-ACTION WAIVER PROVISION. IF YOU ACCEPT THIS AGREEMENT, YOU AND EPIC AGREE TO RESOLVE CERTAIN DISPUTES IN BINDING, INDIVIDUAL ARBITRATION AND GIVE UP THE RIGHT TO GO TO COURT INDIVIDUALLY OR AS PART OF A CLASS ACTION, AND EPIC AGREES TO PAY YOUR ARBITRATION COSTS FOR ALL DISPUTES OF UP TO \$10,000 THAT ARE MADE IN GOOD FAITH (SEE SECTION 12).

TO ENTER INTO THIS AGREEMENT, YOU MUST BE AN ADULT OF THE LEGAL AGE OF MAJORITY IN YOUR COUNTRY OF RESIDENCE. YOU ARE LEGALLY AND FINANCIALLY RESPONSIBLE FOR ALL ACTIONS USING OR ACCESSING OUR SOFTWARE, INCLUDING THE ACTIONS OF ANYONE YOU ALLOW TO ACCESS YOUR ACCOUNT. YOU AFFIRM THAT YOU HAVE REACHED THE LEGAL AGE OF MAJORITY, UNDERSTAND AND ACCEPT THIS AGREEMENT (INCLUDING ITS DISPUTE RESOLUTION TERMS). IF YOU ARE UNDER THE LEGAL AGE OF MAJORITY, YOUR PARENT OR LEGAL GUARDIAN MUST CONSENT TO THIS AGREEMENT.

If you use third party Software or services, the privacy policy of the applicable licensor or publisher may also govern your use of that Software or Services. By

downloading or using the Software, you also agree to Epic's Terms of Service and acknowledge that you have read Epic's Privacy Policy.

Certain words or phrases are defined to have certain meanings when used in this Agreement. Those words and phrases are defined below in Section 16.

1. License Grant

1.1 Standard license to Software

Epic operates the Epic Games Store and may allow you to add Software to your library, either by purchasing a license to the Software or by adding it to your library at no charge (each time you add Software to your library, it's a "**Transaction**").

Except as stated in Section 1.2, Epic grants you a personal, non-exclusive, non-transferable, non-sublicensable limited right and license to use the Software and its associated Services for your personal, non-commercial use (the "**License**"). The rights that Epic grants you under the License are subject to the terms of this Agreement, and you may only make use of the License if you comply with all applicable terms.

The License to the Epic Games Launcher becomes effective on the date you accept this Agreement. The License to other Software becomes effective on the date you complete a Transaction for the Software. The Software is licensed, not sold, to you under the License. The License does not grant you any title or ownership in the Software.

In rare cases, after you have completed a Transaction for Software the Software may be removed from the Epic Games Store (for instance, because the Developer stops supporting an online game) and become unavailable for further download or access from the Epic Games Store.

1.2 Developer license to Software

Certain Software and Services may be subject to additional or alternative license terms between you and the Developer ("**Software Specific Terms**"). Software Specific Terms are in addition to the License granted in this Agreement unless (a) the Software Specific Terms are presented to you during a Transaction and (b) Epic indicates that the Software is licensed exclusively under the Software Specific Terms. In the event of any conflict between the provisions of this Agreement and the provisions of any additional Software Specific Terms, the provisions of this Agreement shall prevail. Any Software Specific Terms you agree to are only between you and the Developer. Epic is not a party to such Software Specific Terms unless Epic is the Developer.

2. License Conditions

You may not do any of the following with respect to the Software or any of their parts: (a) use it commercially or for a promotional purpose; (b) use it on more than one device at a time; (c) copy, reproduce, display, perform, or otherwise use it in a way that is not expressly authorized in this Agreement or its Software Specific Terms; (d) sell, rent, lease, license, distribute, or otherwise transfer it; (e) reverse engineer, derive source code from, modify, adapt, translate, decompile, or disassemble it or make derivative works based on it; (f) remove, disable, circumvent, or modify any proprietary notice or label or security technology included in it; (g) create, develop, distribute, or use any unauthorized software programs to gain advantage in any online or other game modes; (h) use it to infringe or violate the rights of any third party, including but not limited to any intellectual property, publicity, or privacy rights; (i) use, export, or re-export it in violation of any applicable law or regulation; or (j) behave in a manner which is detrimental to the enjoyment of the Software or Services by other users as intended by Epic, in Epic's sole judgment, including but not limited to the following – cheating, harassment, use of abusive or offensive language, game abandonment, game sabotage, spamming, social engineering, or scamming.

3. Updates and Patches

Epic may provide patches, updates, or upgrades to the Software that must be installed in order for you to continue to use the Software or Services. Epic may update the Software remotely without notifying you, and you hereby consent to Epic applying patches, updates, and upgrades. Epic may modify, suspend, discontinue, substitute, replace, or limit your access to any aspect of the Software or Services at any time. You acknowledge that your use of the Software or Services does not confer on you any interest, monetary or otherwise, in any aspect or feature of the Software or Services, including but not limited to any in-game rewards, achievements, character levels. You also acknowledge that any character data, game progress, game customization or other data related to your use of the Software or Services may cease to be available to you at any time without notice from Epic, including without limitation after a patch, update, or upgrade is applied by Epic. Epic does not have any maintenance or support obligations with respect to the Software or Services.

4. Mods

Epic may permit you to use the Services to create, develop, upload, submit, transmit, or otherwise make available to Epic and other users additions, enhancements, modifications, or other user generated content for certain video games ("**Mods**") as permitted by the developer or publisher of such video games ("**Rightsholder**"). You will comply with all third-party applicable terms of service, end user license agreements, and policies relating to Mods, including any agreements or policies provided by the Rightsholder. With respect to each Mod, you will provide complete and accurate disclosures in response to all requests made by Epic or the Rightsholder regarding the use of intellectual property within the Mod, the Mod's security and data privacy measures and processes, and information pertinent to content ratings, and you are responsible for ensuring that the Mod is, and remains, compatible with the Services and the applicable video game(s).

You represent and warrant that your Mods do not (1) violate applicable law, (2) violate or infringe any third party rights, including intellectual property rights or privacy, publicity, or moral rights, or (3) contain any viruses or malicious code or content, such as any software that interferes with, disrupts, damages, or provides unauthorized access to devices, servers, networks or other properties or services of any third party. Epic reserves the right to take down any Mods in its discretion.

Epic will not sell your Mods unless You have entered into a separate agreement with Epic permitting it to do so. You acknowledge and agree that (1) You are not entitled to any compensation by Epic for your Mods unless expressly provided in a separate agreement with Epic, (2) Epic has no obligation to accept, distribute, or make available any of your Mods, (3) Epic will provide your email address to Rightsholders to enable Rightsholders to contact you in connection with your Mods, and (4) Epic may forward to You claims or notices that You do not have all necessary rights in and to your Mod.

By submitting Mods to Epic, you hereby grant to Epic a non-exclusive, fully-paid, royalty-free, and revocable license to use, copy, modify, distribute, publicly perform, and publicly display your Mods for the purpose of enabling end users to install and use the Mods.

5. Feedback

If you provide Epic with any Feedback, you hereby grant Epic a non-exclusive, fully-paid, royalty-free, irrevocable, perpetual, transferable, sublicensable license to use, reproduce, distribute, modify, adapt, prepare derivative works based on, publicly perform, publicly display, make, have made, use, sell, offer to sell, import, and otherwise exploit that Feedback for any purposes, for all current and future methods and forms of exploitation in any country. If any such rights may not be licensed under applicable law (such as moral and other personal rights), you hereby waive and agree not to assert all such rights. You understand and agree that Epic is not required to make any use of any Feedback that you provide. You agree that if Epic makes use of your Feedback, Epic is not required to credit or compensate you. You represent and warrant that you have sufficient rights in any Feedback that you provide to Epic to grant Epic and other affected parties the rights described above. This includes but is not limited to intellectual property rights and other proprietary or personal rights.

6. Ownership/Third Party Licenses

As between you and Epic, Epic and its licensors own all title, ownership rights, and intellectual property rights in the Software and Services. Epic, Epic Games, Unreal, Unreal Engine, and their respective logos, are trademarks or registered trademarks of Epic and its affiliates in the United States of America and elsewhere. All rights granted to you under this Agreement are granted by express license only and not by sale. No license or other rights shall be created hereunder by implication, estoppel, or otherwise.

7. Disclaimers and Limitation of Liability

The Software and Services are provided on an “as is” and “as available” basis, “with all faults” and without warranty of any kind. Epic, its affiliates, and its and their licensors and service providers (collectively, the “Epic Parties”) disclaim all representations, warranties and conditions (whether express or implied) with respect to the Software and Services, including without limitation regarding non-infringement, merchantability, or fitness or suitability for any purpose (whether or not an Epic Party knows or has reason to know of any such purpose), whether arising under law, by reason of custom or usage in the trade, or by course of dealing. Without limiting the generality of the foregoing, the Epic Parties make no warranty that (1) the Software or Services will operate properly, (2) the operation of the Software or Services will be uninterrupted or free of bugs, errors, or malware (such as viruses), or (3) any defects in the Software or Services can or will be corrected. This paragraph will apply to the maximum extent permitted by applicable law.

To the maximum extent permitted by applicable law, the Epic Parties shall not be liable for any loss of profits or any indirect, incidental, consequential, special, punitive, or exemplary damages arising out of or in connection with this Agreement, the Software or Services, even if an Epic Party has been advised of the possibility of such damages. Further, to the maximum extent permitted by applicable law, the aggregate liability of the Epic Parties arising out of or in connection with this Agreement or the Software or Services will not exceed the total amounts you have paid (if any) to Epic for the particular Software or Service to which the liability relates during the twelve (12) months immediately preceding the events giving rise to such liability. These limitations and exclusions regarding damages apply even if any remedy fails to provide adequate compensation.

As used in the above exclusion of certain warranties and limitation of liability, the term “Epic Parties” includes the developer of a Software licensed to you under this Agreement unless you have agreed to Software Specific Terms for that Software or Service that include a disclaimer of the Developer’s warranties and a limitation of the Developer’s liability.

Notwithstanding the foregoing, some countries, states, provinces or other jurisdictions do not allow the exclusion of certain warranties or the limitation of liability as stated above, so the above terms may not apply to you. Instead, in such jurisdictions, the foregoing exclusions and limitations shall apply only to the extent permitted by the laws of such jurisdictions. Also, you may have additional legal rights in your jurisdiction, and nothing in this Agreement will prejudice the statutory rights that you may have as a consumer of the Software or Services.

8. Indemnity

You agree to indemnify, pay the defense costs of, and hold harmless the Epic Parties and their respective employees, officers, directors, agents, contractors, and other representatives from all claims, demands, actions, losses, liabilities, and expenses (including attorneys' fees, costs, and expert witnesses' fees) that arise from or in connection with (a) any claim that, if true, would constitute a breach by you of this Agreement or negligence by you, (b) any act or omission by you in using the Software or Services, or (c) any claim of infringement or violation of any third-party intellectual property rights arising from Epic's use of your Feedback. You agree to reimburse the Epic Parties on demand for any defense costs incurred by the Epic Parties and any payments made or loss suffered by the Epic Parties, whether in a court judgment or settlement, based on any matter covered by this Section 8.

If you are prohibited by law from entering into the indemnification obligation above, then you assume, to the extent permitted by law, all liability for all claims, demands, actions, losses, liabilities, and expenses (including attorneys' fees, costs and expert witnesses' fees) that are the stated subject matter of the indemnification obligation above.

As used in the above indemnity provisions, the term "Epic Parties" includes the third-party Developer of Software Licensed to you under this Agreement unless you have agreed to Software Specific Terms for that Software or Service that include an indemnity of the Developer.

9. Termination

Without limiting any other rights of Epic, this Agreement will terminate automatically without notice if you fail to comply with any of its terms and conditions. You may also terminate this Agreement by deleting all copies of the Software. Upon any termination, the License will automatically terminate, you may no longer exercise any of the rights granted to you by the License, and you must destroy all copies of the Software in your possession.

Except as expressly stated otherwise herein or to the extent required by law, all payments and fees are non-refundable under all circumstances, regardless of whether or not this Agreement has been terminated.

Sections 2, 4-13, 15-17 will survive any termination of this Agreement.

10. Purchases and Payment

Through the Epic Games Store and Services, Epic may enable you to purchase Software licenses and/or Services using your Epic account. Loading and use of an Epic Account Balance to make such purchases is governed by Epic's Terms of Service. Any promotional code provided to you to purchase or redeem for Software licenses and/or Services may be subject to additional terms and conditions associated with the promotion, offer, or coupon. When you provide a payment card, promotional code, or other payment method to Epic to make a purchase, you represent to Epic that you are the authorized user of the payment method, and you

authorize Epic to charge your payment method for the purchase amount, including sales taxes, VAT, or other applicable taxes. You are responsible for all purchases made through your Epic account.

Also, a Developer may enable you to purchase digital items and services for use within its Software using a payment method that is not provided by Epic through the Services. You may not conduct such payments or transactions or use such digital items or services for any unlawful purpose. Such payments and transactions are solely between you and the Developer pursuant to the Developer's terms of sale or end user license agreement between you and the Developer. Epic is not a party to such payments or transactions.

11. Epic Rewards Program

11.1 Program Description

All Epic Games Store users will be automatically enrolled in the Epic Rewards program ("the Program"). Under the Program, Epic Games Store users will earn rewards based on eligible purchases made in the Store using their Epic Games account ("Account"), including subscription payments. For each eligible purchase, a percentage of the purchase amount (excluding taxes and other fees, if any), to be determined by Epic in its sole discretion and disclosed to users before any eligible purchase, will be credited to the user's Account ("Epic Rewards"). Epic Rewards can be used towards future eligible purchases through the Epic Games Store, including through the storefront and using the Epic Game Store payment processes.

From time to time, Epic may offer the opportunity to earn Epic Rewards in additional ways or the percentage of purchases a user can earn in Epic Rewards may be increased for a limited time.

Epic's decisions with respect to the amount of Epic Rewards accumulated are final and binding.

Epic Rewards will not be available for redemption until fourteen (14) days after an eligible purchase.

11.2 Epic Rewards Use/Restrictions/Expiration

Epic Rewards may not be used towards the purchase of items on any websites (i.e., third-party sites) other than Epic online stores that accept Epic Rewards.

The maximum Epic Rewards balance an Epic Games Store user may have at any given time is USD\$500 (or its equivalent in the Participant's local currency), or the maximum allowable in the user's local jurisdiction, if that amount is less than the equivalent of \$500USD. If a user's Epic Rewards balance will exceed \$500 after an eligible purchase, the user will not receive the portion of the Epic Rewards for the purchase which, when added to the user's existing Epic Rewards balance, would exceed \$500USD. For example, if a user has an Epic Rewards balance of \$495USD and the user makes a \$100 purchase that is eligible for \$10 in Epic Rewards, the user

will receive \$5USD in Epic Rewards. You can check your Epic Rewards balance at any time in your Account.

Unless otherwise disclosed as part of the Program, unused Epic Rewards expire twenty-five (25) months after the date they are earned.

Epic Account funds deposited by the user separate from Epic Rewards do not expire.

Epic Rewards are applied at the cart level at the user's discretion and will be applied on a first in-first out basis (i.e., the earliest earned Epic Rewards will be applied first). A user is not obligated to use Epic Rewards before using Account funds.

Epic Rewards can be applied in whole or in part to cover an eligible purchase, or just a portion of an eligible purchase. If an Epic Games Store user's Epic Rewards balance is insufficient to cover the cost of an eligible purchase, the user will have to use an alternative payment method to cover the purchase, such as available Account funds or another payment source.

Epic Rewards cannot be duplicated.

Unless otherwise stated, Epic Rewards are combinable with other offers, coupons, discounts, and payment methods.

If a product purchased with Epic Rewards is refunded, the refunded amount will be credited back to the Epic Rewards balance. If those Epic Rewards have expired at the time of the refund, Epic can choose, at its discretion, to extend the expiration date for the Epic Rewards.

An Epic Games Store user may not obtain a refund of Epic Rewards earned by an eligible purchase more than fourteen (14) days after the Participant made the eligible purchase.

If an Epic Games Store user closes their Account, the Epic Rewards balance will be forfeited.

Epic Rewards have no cash value and cannot be transferred, traded, or cashed out.

Epic Rewards have no value outside of the Program.

If Epic decides a user has violated this Agreement, Epic may deduct the Epic Rewards associated with such violation from a user's Epic Rewards balance and/or terminate the user's account and void all of their accrued Epic Rewards.

For the avoidance of doubt, if Epic cancels a user's Account and/or a user's Account is temporarily suspended for whatever reason, including, but not limited to, fraud or a violation of this Agreement or any other terms or policies associated with the Store accepted by the user, the user will be banned from the Program, will forfeit any unredeemed Epic Rewards, and any purchases made by the user through fraud, in violation of this Agreement or any other terms or policies associated with Epic's products or services, will be invalidated.

Epic Games Store users are responsible for all federal, provincial, state, and local taxes, if any, and accept responsibility for any tax implications that may arise from the Epic Rewards or the use thereof. Any tax filing obligation or any tax payment due to any authority as a result of receipt of Epic Rewards remains the sole responsibility of the user. It is the responsibility of each user to seek independent advice on the possible implications this may have on his/her own financial situation.

11.3 General Conditions

Unless otherwise specified, the Program is not valid in combination with any other programs offered by Epic. By participating in the Program, Epic Games Store users (and, if an eligible minor, their parent or legal guardian) agree (i) to release, discharge, indemnify and hold harmless Epic, its parent, subsidiaries, affiliates, retailers, and advertising and promotion agencies, and all of their respective officers, directors, shareholders, employees and agents (collectively, "Released Parties") from any liability or damages which may arise out of participation in the Program or out of the acceptance, use, misuse or possession of any Epic Reward or products obtained through this Program. All applicable federal, state and local laws and regulations apply.

Released Parties are not responsible for late, lost, incomplete, delayed, inaccurate, garbled, undelivered, misdirected Epic Rewards, reward requests, rewards, benefits, emails or other communications of any kind; or for other errors or problems of any kind relating to or in connection with the Program, whether printing, typographical, technical, computer, network, human, mechanical, electronic or otherwise, including, without limitation, errors or problems which may occur in connection with the administration of the Program, the tabulation of Epic Rewards, or in any Program-related materials. Persons found tampering with or abusing any aspect of this Program, who are acting in a disruptive or unsportsmanlike manner or who are otherwise not in compliance with these terms as solely determined by Epic will be disqualified and all their Epic Rewards will be voided. Released Parties are not responsible for injury or damage to users' or to any other person's computer or other device related to or resulting from participating in this Program or downloading materials from or use of the Epic Games Store.

Epic reserves the right at any time to modify, suspend or cancel the Program. Any changes Epic makes will be effective 90 days after Epic provides the user(s) notice, which it may give either by e-mail or through the Account Management page in the Epic Games Store under EULA history. A user's participation in the Program after such notice will be deemed acceptance of such changes. You should review the Epic Games Store EULA periodically to ensure familiarity with the most current version. All questions or disputes regarding the Program, including without limitation, those involving eligibility, participation, fraud and abuse will be resolved by Epic.

12. Governing Law and Jurisdiction

You agree that this Agreement will be deemed to have been made and executed in the State of North Carolina, U.S.A., and any dispute will be resolved in accordance

with the laws of North Carolina, excluding that body of law related to choice of laws, and of the United States of America. Any action or proceeding brought to enforce the terms of this Agreement or to adjudicate any dispute must be brought in the Superior Court of Wake County, State of North Carolina or the United States District Court for the Eastern District of North Carolina. You agree to the exclusive jurisdiction and venue of these courts. You waive any claim of inconvenient forum and any right to a jury trial. The Convention on Contracts for the International Sale of Goods will not apply. Any law or regulation which provides that the language of a contract shall be construed against the drafter will not apply to this Agreement.

13. Binding Individual Arbitration; Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND DISCOVERY PROCEDURES AND APPELLATE RIGHTS ARE MORE LIMITED THAN IN COURT.

Most issues can be resolved quickly and amicably by contacting Epic customer support at <https://www.epicgames.com/customer-service>. But we understand that sometimes disputes can't be easily resolved by customer support. This Section explains how You and Epic agree to resolve those disputes, including (where applicable) by binding, individual arbitration.

Arbitration is an alternative dispute-resolution procedure that allows us to resolve issues without the formality of going to court. Any dispute between You and Epic is submitted to a neutral arbitrator (not a judge or jury) for fair and fast resolution. Arbitration is more efficient for both you and Epic.

13.1 Informal Resolution.

If you have an issue that our customer support can't resolve, prior to starting arbitration You and Epic agree to attempt to resolve the dispute informally to help get us to a resolution and control costs for both parties. You and Epic agree to make a good-faith effort to negotiate any dispute between us for at least 30 days ("Informal Resolution"). Those informal negotiations will start on the day You or Epic receive a written Notice of a Dispute in accordance with this Agreement.

You will send your Notice of Dispute to Epic Games, Inc., Legal Department, ATTN: NOTICE OF DISPUTE, Box 254, 2474 Walnut Street, Cary, North Carolina, 27518, U.S.A. Include your name, account name you use while using the Software, address, how to contact you, what the problem is, and what you want Epic to do. If Epic has a dispute with You, Epic will send our Notice of Dispute to your registered email address and any billing address You have provided us. The Notice of Dispute sent by either party must include the sender's name, address, and other contact information, a description of the Dispute (including any relevant account names) and what resolution to the Dispute is being sought. All applicable statutes of limitations will be considered tolled beginning on the day one of us sends a compliant Notice of Dispute to the other.

You or Epic cannot proceed to arbitration without having first sent a compliant Notice of Dispute and completing the Informal Resolution period. In the event of disagreements over whether a compliant Notice of Dispute was sent or an arbitration was filed without completing Informal Resolution, the party aggrieved by this failure can seek relief from the state courts in Wake County, North Carolina or, if federal jurisdiction exists, the United States District Court for the Eastern District of North Carolina, to enjoin the arbitration from proceeding until Informal Resolution has been completed, and to order the party that has not followed the Informal Resolution process to reimburse the other party for any arbitration fees and costs already incurred. Epic and you consent to the jurisdiction of such courts for this purpose.

If you reside in the European Union (“EU”), You may also be entitled to submit Your complaint to the European Commission’s [Online Dispute Resolution \(ODR\) Platform](#). ODR allows EU consumers to resolve disputes related to the online purchases of goods and services without going to court.

If the dispute isn’t resolved within by Informal Resolution or small-claims court (below), You or Epic may start an arbitration in accordance with this Agreement.

13.2 Small Claims Court

Instead of using Informal Resolution, You and Epic agree that You may sue us in small-claims court in your choice of the county where you live or Wake County, North Carolina (if you meet the requirements of small-claims court). We hope you’ll try Informal Resolution first, but you don’t have to before going to small-claims court.

13.3 Binding Individual Arbitration.

THE ARBITRATION PROCEEDINGS IN THIS SECTION WILL BE CONDUCTED ON AN INDIVIDUAL BASIS ONLY.

You and Epic agree that Disputes will be settled by binding individual arbitration conducted by

National Arbitration and Mediation (“**NAM**”), <https://namadr.com>, according to NAM’s Comprehensive Dispute Resolution Rules and Procedures in effect at the time the Dispute arises (the “Rules”), as modified by this Agreement. This Agreement affects interstate commerce, and the enforceability of this Section will be substantively and procedurally governed by the U.S. Federal Arbitration Act (“**FAA**”), 9 U.S.C. § 1, et seq., and federal arbitration law.

This means that You and Epic agree to a dispute-resolution process where we submit any Dispute to a neutral arbitrator (not a judge or jury) that makes the final decision to resolve the Dispute. NAM uses experienced professionals to arbitrate disputes, which helps You and Epic resolve any disputes fairly, but more quickly and efficiently than

going to court. The arbitrator may award the same remedies to you individually as a court could, but only to the extent required to satisfy your individual claim.

The arbitrator's decision is final, except for a limited review by courts under the U.S. Federal Arbitration Act, and can be enforced like any other court order or judgment.

13.3.1 Disputes We Agree to Arbitrate:

You and Epic agree to submit all Disputes between You and Epic to individual binding arbitration. "Dispute" means any dispute, claim, or controversy (except those specifically exempted below) between You and Epic that relates to your use or attempted use of the Epic Games Store, Software, or Services or that relate to this Agreement, including without limitation the validity, enforceability, or scope of this Binding Individual Arbitration section.

You and Epic agree to arbitrate all Disputes regardless of whether the Dispute is based in contract, statute, regulation, ordinance, tort (including fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory.

The Informal Resolution and Arbitration sections do not apply to (1) individual actions in small-claims court; (2) pursuit of enforcement actions through a government agency if the law allows; (3) a complaint or remedy under the EU General Data Protection Regulation; (4) an action to compel or uphold any prior arbitration decision; (5) Epic's right to seek injunctive relief against You in a court of law to preserve the status quo while an arbitration proceeds; (6) claims of piracy, creation, distribution, or promotion of cheats, and intellectual-property infringement, and (7) the enforceability of the Class Action Waiver clause below.

You and Epic agree that whether a dispute is subject to arbitration under this Agreement will be determined by the arbitrator rather than a court.

13.3.2 Arbitration Procedure:

You or Epic may initiate arbitration of any Disputes not resolved by Informal Resolution by filing a "Demand for Arbitration" with NAM in accordance with the Rules. Instructions for filing a Demand for Arbitration with NAM are available on the NAM website or by emailing NAM at commercial@namadr.com. You will send a copy of any Demand for Arbitration to Epic Games, Inc., Legal Department, ATTN: ARBITRATION OF DISPUTE, Box 254, 2474 Walnut Street, Cary, North Carolina, 27518, U.S.A. Epic will send any Demand for Arbitration to your registered email address and any billing address You have provided us.

The arbitration will be conducted by a single arbitrator. You and Epic both agree that the arbitration will be conducted in the English language and that the arbitrator will be bound by this Agreement.

If an in-person hearing is required, the hearing will take place either in Wake County, North Carolina, or where You reside; **you choose**.

The arbitrator (not a judge or jury) will resolve the Dispute. Unless You and Epic agree otherwise, any decision or award will include a written statement stating the decision of each claim and the basis for the award, including the arbitrator's essential factual and legal findings and conclusions.

The arbitrator may only award legal or equitable remedies that are requested by You or Epic to satisfy one of our individual claims (that the arbitrator determines are supported by credible relevant evidence). To the fullest extent allowed by applicable law, the arbitrator may not award relief against Epic respecting any person other than You.

Any decision or award may be enforced as a final judgment by any court of competent jurisdiction or, if applicable, application may be made to such court for judicial acceptance of any award and an order of enforcement.

13.3.3 Arbitration Fees and Location:

If You start the arbitration, you must pay the NAM filing fee required for consumer arbitrations.

In some situations, Epic will help with your fees to (hopefully) get us to a resolution quickly and fairly:

If the Dispute involves \$10,000 or less, Epic will pay all of the NAM filing fee, including the fee you otherwise would have been required to pay.

If the above doesn't apply to You, but You demonstrate that the arbitration filing fee will be prohibitive compared to litigation costs, Epic will pay as much of your filing fee as the arbitrator finds is necessary to prevent arbitration from being cost-prohibitive (as compared to the cost of litigation).

For purposes of calculating damages under this paragraph, similar claims brought by multiple claimants represented by the same or coordinated counsel will be aggregated. In other words, if twenty people represented by the same or coordinated counsel seek \$1,000 each, this will be treated for purposes of this section as a claim that seeks \$20,000.

Even if Epic wins the arbitration and the applicable law or the Rules allow Epic to seek our portion of NAM fees from you, we won't.

The fee assistance offered above is contingent upon You bringing the arbitration claim in "good faith". If the arbitrator finds You brought an arbitration claim against Epic for an improper purpose, frivolously, or without a sufficient pre-claim investigation into the facts or applicable law, then the payment of all fees will be governed by the Rules.

Filing fees Epic agrees to pay under this section do not include your Attorneys' fees and costs and such fees and costs are not counted when determining how much a dispute involves.

Epic won't seek our attorneys' fees or expenses from you in any arbitration, even if the law or the Rules entitle us to do so. If you choose to be represented by an attorney, you will pay your own attorneys' fees and costs unless the applicable law provides otherwise.

13.3.4 Coordinated Filings.

If 25 or more Notices of Disputes are sent that raise similar claims and have the same or coordinated counsel, these will be considered "**Coordinated Cases**" and will be treated as mass filings or multiple case filings according to the Rules, if and to the extent Coordinated Cases are sought to be filed in arbitration as set forth in this Agreement. Epic or you may advise the other of its or your belief that cases are Coordinated Cases, and disputes over whether a case or cases meet the contractual definition of "Coordinated Cases" will be decided by the arbitration provider as an administrative matter. **Demands for Arbitration in Coordinated Cases shall only be filed with the arbitration provider as permitted by the bellwether process set forth below.** Epic will pay only its share of arbitration fees for Coordinated Cases filed in arbitration; the claimants will be responsible for their share of those fees. **Applicable statutes of limitations will be tolled for claims asserted in a Coordinated Case from the time a compliant Notice of Dispute has been received by a party until, under the terms of this Agreement, the Coordinated Case is filed in arbitration or, as provided for below, in court.**

Once counsel in the Coordinated Cases has advised Epic that all or substantially all Notices of Dispute have been provided for those cases, counsel for the parties shall confer in good faith regarding the number of cases that should proceed in arbitration as "bellwethers," to allow each side a reasonable opportunity to test the merits of its arguments. If counsel for the parties do not agree on the number of bellwethers, an even number shall be chosen by the arbitration provider as an administrative matter (or, in the arbitration provider's discretion, by a process arbitrator). Factors that the arbitration provider may consider in deciding how many bellwether trials to order include the complexity of the dispute and differences in facts or applicable laws among various cases. Once the number of bellwethers is fixed, by agreement or by the arbitration provider, each side shall select half that number from among the claimants who have provided compliant Notices of Dispute, and **only** those chosen cases may be filed with the arbitration provider. No other cases may be filed until those bellwether matters have concluded, and Epic Games may not be required to pay any fees associated with arbitration demands other than those permitted to be filed as bellwethers. The parties acknowledge that resolution of Coordinated Cases not selected as bellwethers will be delayed by this bellwether process.

Unless the parties agree otherwise, each bellwether trial should be assigned to a different arbitrator.

Only bellwether trials will proceed in arbitration. Once all bellwether trials have concluded (or sooner if the counsel for the claimants and Epic agree), the parties must engage in a single mediation of all remaining Coordinated Cases, with each side paying half the applicable mediation fee. Epic and counsel for the claimants must agree on a mediator within 30 days after the conclusion of the last bellwether trial. If counsel for Epic and claimants cannot agree on a mediator within 30 days, the arbitration provider will appoint a mediator as an administrative matter. Epic and counsel for the claimants will cooperate for the purpose of ensuring that the mediation is scheduled as quickly as practicable after the mediator is appointed.

If the mediation does not yield a global resolution, this arbitration requirement shall no longer apply to Disputes that are the subject of Coordinated Cases for which a compliant Notice of Dispute was received by the other party but that were not resolved in bellwether proceedings. Such Disputes may be filed only in the state courts in Wake County, North Carolina, or if federal jurisdiction exists, in the United States District Court for the Eastern District of North Carolina, and you consent as part of the Agreement to venue such cases exclusively in these courts. Nothing in this paragraph shall be construed as prohibiting either you or Epic from removing a case from state to federal court if removal is allowed under applicable law. To the extent you are asserting the same claims as other persons and are represented by common or coordinated counsel, you agree to waive any objection that the joinder of all such persons is impracticable. If a formerly arbitrable Dispute is brought in court, claimants may seek class treatment, but to the fullest extent allowed by applicable law, the classes sought may comprise only the claimants in the Coordinated Cases who provided compliant Notices of Dispute. Any party may contest class certification at any stage of the litigation and on any available basis. The state courts of Wake County, North Carolina or, if federal jurisdiction exists, the United States District Court for the Eastern District of North Carolina, shall have authority to enforce this bellwether process and may enjoin the filing of lawsuits or arbitration demands not made in compliance with it. You consent to the jurisdiction of such courts for this purpose

13.3.5 Notice and Filing. If a Dispute must be arbitrated, You or Epic must start arbitration of the Dispute within two (2) years from when the Dispute first arose. If applicable law requires you to bring a claim for a Dispute sooner than two years after the Dispute first arose, you must start arbitration in that earlier time period. Epic encourages You to tell us about a Dispute as soon as possible so we can work to resolve it. **The failure to provide timely notice shall bar all claims.**

13.3.6 Continuation in Effect. The dispute resolution process set forth in this section survives any termination of this Agreement or Epic's provision of services to You.

13.3.7 Future Arbitration Changes. Although Epic may revise this Agreement in its discretion, Epic does not have the right to alter the terms of arbitration or the rules specified herein with respect to any Dispute once that Dispute arises, if such change would make arbitration procedures less favorable to the claimant. Whether changed procedures are less favorable to the claimant is an issue to be decided by the arbitrator, and if multiple claimants are proceeding in Coordinated Cases, the applicability of revised terms to the Coordinated Cases will be decided by the arbitration provider as a process matter.

13.4 Class Action Waiver.

To the maximum extent permitted by applicable law, for any case not subject to the requirement to arbitrate (except to the limited extent discussed above for Coordinated Cases), You and Epic agree to only bring disputes, claims, or controversies between you and Epic that relates to any Epic Product or the Epic Products generally, your use or attempted use of an Epic Product, or this Agreement, in an individual capacity and shall not:

seek to bring, join, or participate in any class or representative action, collective or class-wide arbitration, or any other action where another individual or entity acts in a representative capacity (e.g., private attorney general actions); or

consolidate or combine individual proceedings or permit another to do so without the express consent of all parties.

13.5 Severability.

If all or any provision of this Section is found invalid, unenforceable, or illegal, then You and Epic agree that the provision will be severed and the rest of the agreement shall remain in effect and be construed as if any severed provision had not been included. The sole exception is that if the prohibition on class arbitrations is found invalid, unenforceable, or illegal, You and Epic agree that it will not be severable; this entire Section 13, except for Section 13.4, will be void and unenforceable and any dispute will be resolved in court subject to the venue and choice of clauses specified in this Agreement. Under no circumstances shall arbitration be conducted on a class basis without Epic's express consent.

14. U.S. Government Matters

The Software is a "Commercial Item" (as defined at 48 C.F.R. §2.101), consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation" (as used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable). The Software is being licensed to U.S. Government end users only as Commercial Items and with only those rights as are granted to other licensees under this Agreement.

You represent and warrant to Epic that you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a “terrorist supporting” country, and that you are not listed on any U.S. Government list of prohibited or restricted parties.

15. Amendments of this Agreement

Epic may issue an amended Agreement at any time in its discretion by posting the amended Agreement on its website or by providing you with digital access to the amended Agreement through the Software or other means. If any amendment to this Agreement is not acceptable to you, you may terminate this Agreement in accordance with Section 9 before such amended Agreement becomes effective, upon which you must stop using the Software. By using the Software after the amended Agreement becomes effective or otherwise indicating your acceptance of the amended Agreement, you are agreeing to be bound by the terms of the amended Agreement.

16. No Assignment

You may not, without the prior written consent of Epic, assign, transfer, charge, or sub-contract all or any of your rights or obligations under this Agreement, and any attempt without that consent will be null and void. If restrictions on transfer of the Software in this Agreement are not enforceable under the law of your country, then this Agreement will be binding on any transferee of the Software. Epic may at any time assign, transfer, charge, or sub-contract all or any of its rights or obligations under this Agreement.

17. Definitions

As used in this Agreement, the following capitalized words have the following meanings:

“**Epic**” means, Epic Games, Inc., a Maryland Corporation having its principal business offices at Box 254, 2474 Walnut Street, Cary, North Carolina, 27518, U.S.A.

“**Developer**” means the party who is offering Software for sale through the Epic Games Store.

“**Epic Games Launcher**” the proprietary application known as the Epic Games Launcher.

“**Epic Games Store**” means the online store known as Epic Games Store and the Epic Games Launcher.

“**Feedback**” means any feedback or suggestions that you provide to Epic regarding the Software, Services or other Epic products and services.

“**Software Specific Terms**” means additional or alternative license terms between you and a Developer specific to a particular Software or Service.

“Services” means any services made available to you by Epic or its affiliates through the Software, including services to purchase, download, or use video games or other Software or Services.

“Software” means (i) the Epic Games Launcher and (ii) video games or other software made available for download or use through the Epic Games Store. The term “Software” also includes any patches, updates, and upgrades to such Software, and all related content and documentation provided with or for the Software, additionally including but not limited to all software code, titles, themes, objects, characters, names, dialogue, catch phrases, locations, stories, artwork, animation, concepts, sounds, audio-visual effects, methods of operation, and musical compositions that are related to such Software, and any copies of any of the foregoing.

18. Miscellaneous

For information about our content moderation practices, please visit our [Safety and Security Center](#).

The Epic Games Store makes recommendations of products to you to help improve your experience on the service.

When Epic features products algorithmically, this is based on a number of main parameters, including aggregate user interactions with the service (such as views, searches and applied filters), information about an individual user (such as age and language preferences), and information about a product itself (such as the product’s release date, whether it is paid for or free, its rating, and number of downloads).

Other examples of our algorithmic features include things like “top player rated”, “trending” and “most popular”.

This Agreement, together with the Terms of Service, Privacy Policy, and any Software Specific Terms or other additional terms you may have agreed to with Epic, constitutes the entire agreement between you and Epic relating to the subject matter covered by this Agreement. All other communications, proposals, and representations with respect to the subject matter covered by this Agreement are excluded.

The original of this Agreement is in English; any translations are provided for reference purposes only. You waive any right you may have under the law of your country to have this Agreement written or construed in the language of any other country.

This Agreement describes certain legal rights. You may have other rights under the laws of your jurisdiction. This Agreement does not change your rights under the laws of your jurisdiction if the laws of your jurisdiction do not permit it to do so. Limitations and exclusions of warranties and remedies in this Agreement may not apply to you because your jurisdiction may not allow them in your particular circumstance. In the event that certain provisions of this Agreement are held by a court or tribunal of competent jurisdiction to be unenforceable, those provisions shall be enforced only to

the furthest extent possible under applicable law and the remaining terms of this Agreement will remain in full force and effect.

Any act by Epic to exercise, or failure or delay in exercise of, any of its rights under this Agreement, at law or in equity will not be deemed a waiver of those or any other rights or remedies available in contract, at law or in equity.

You agree that this Agreement does not confer any rights or remedies on any person other than the parties to this Agreement, except as expressly stated.

Epic's obligations are subject to existing laws and legal process, and Epic may comply with law enforcement or regulatory requests or requirements despite any contrary term in this Agreement.