

Terms of Use of the Ubisoft Services

“We all play by the same rules”

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WELCOME TO THE UBISOFT WORLDS!

PLEASE READ THESE TERMS OF USE CAREFULLY.

Ubisoft teams create authentic and memorable experiences for our players to have fun, share and blossom through games, applications, web sites and online services (what we call our “Services”). To let you enjoy our Services, we crafted rules that apply to everything and everyone in our communities: you, other players and ourselves. You agree to these “Terms of Use” by using the Services and Content defined below.

IF YOU ARE A USER LOCATED IN THE UNITED STATES, EXCEPT AS SET FORTH HEREIN, ANY AND ALL DISPUTES BETWEEN YOU AND UBISOFT SHALL BE RESOLVED THROUGH BINDING ARBITRATION AND BROUGHT ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS PART OF A CLASS OR REPRESENTATIVE PROCEEDING IN ACCORDANCE WITH ARTICLE 16 OF THIS AGREEMENT. BY AGREEING TO THESE TERMS, YOU WAIVE YOUR RIGHTS TO RESOLVE DISPUTES IN A COURT OF LAW BY A JUDGE OR JURY AND TO PROCEED AGAINST UBISOFT ON A CLASS OR REPRESENTATIVE BASIS. PLEASE READ ARTICLES 11 AND 16 CAREFULLY, THEY AFFECT YOUR RIGHTS.

1. What are the Ubisoft Services and Content?

1.1 The Ubisoft Services (“**Services**”) include the games, downloadable contents, season passes, and other game software (contained on disc or other physical medium or downloaded or streamed), and other software products and online and mobile services, including their online functions and other features, together with any of their update and upgrade, the related websites, the Ubisoft Connect platform and any other Ubisoft platform, the Ubisoft+ subscription service, the live events hosted, the servers, software and the framework through which they are provided to you, currently or in the future, by UBISOFT ENTERTAINMENT S.A., or any one of its subsidiaries or affiliated companies, including UBISOFT EMEA SAS, UBISOFT INC. and UBISOFT NOVA (collectively “Ubisoft” or “we”).

1.2 « Content » means any elements which are part of the Services, including but not limited to in-game items, customization elements, maps, avatars, all gameplay, graphics, music and sounds, text, all messages or items of information, names, themes, objects, scenery, costumes, effects, dialogues, slogans, places, characters, diagrams, concepts, choreographies, videos, audio-visual effects, domain names. This includes elements created by you and other users, called User Generated Content (defined in **Article 10**); Ubisoft Virtual Currency (defined in **Article 4.3**) and Test Content (defined in **Article 13**). These terms of use (the “Terms”) govern your access to and use of such Services (“user” or “you”). By using the Services and Content, you accept and agree to comply with these Terms and any particular age and territorial criteria. Additional terms may be applicable to a specific Service, including for example the Terms of Sale of the Ubisoft Stores, the End User License Agreement and code(s) of conduct (“Code of Conduct”) or any specific terms applicable to our subscriptions (Ubisoft+, etc.). In addition, our Privacy Policy will give you a clear understanding of our use of the personal data we may collect from you during your use of the Services. Please make sure to read all these documents before accessing a Service.

1.3 The Services and Content are **LICENSED TO YOU, NOT SOLD**. This means we grant you a personal, limited, non-exclusive, non-transferable, non-sublicensed, and revocable right and license to use the Services and access the Content, for your entertainment, non-commercial use, subject to your compliance with these Terms. All title, ownership rights, and intellectual property rights in and to the Services and any and all copies thereof are owned by Ubisoft or its licensors.

You may not use, in any manner whatsoever, any elements of the Services or the Content for purposes other than those expressly permitted in these Terms, including, without limitation, to train or fine-tune models, or to use such elements as input in prompts, whether in artificial intelligence tools or otherwise.

2. What do you need to know when creating an Account?

2.1 You may need to create a Ubisoft account and/or a dedicated game account (an "Account") to access and use certain Contents and Services, including to play online. You can create one by supplying accurate, complete and up-to-date information, including a valid email address.

To help protect minors, prevent risks of fraud, and keep our community safe, we may check the accuracy of the information you provided, including by verifying your telephone number and e-mail address. You agree to send the necessary verification documents (which may include a copy of your identity card or passport) by any means upon our request. We may prevent the creation of your account or block your account, or restrict your access to certain functionalities, if your telephone number or e-mail address does not meet our community-protection standards or other security reasons. For the same purposes, we may also require you to enable two-factor authentication, or other protective measures, in order to access certain features of the Services.

If You need information or have any question regarding Your Account, please visit <https://www.ubisoft.com/help/account> or <https://account.ubisoft.com>.

2.2 Account Safety. Any use of your Account with your password, in particular any purchase of Services, will be deemed to be carried out by you.

- To ensure your Account safety:
- Never share your Account details (username, password...) with anyone. We will never ask you to reveal your password.
- Never authorize anyone to access and/or use your Account.
- Secure your account by following our safety requirements and recommendations available at <https://www.ubisoft.com/help/account/article/improving-the-security-on-your-ubisoft-account/000062764>.

You agree to inform us as quickly as possible at <https://www.ubisoft.com/help> of any unauthorized use of your username, password or other information of your Account and of any security violation involving the Services which comes to your attention.

2.3 Username/Avatar creation. You may need to create a username and/or avatar to access and use certain Services. They will be linked to your Account and publicly displayed. We therefore advise you not to include your real name in your username.

You cannot choose a username or an avatar which (i) is already used by another user or associated with another Account or (ii) contains "Ubi" or "Ubisoft" or the Ubisoft logo. We reserve the right, at our sole discretion, to refuse any username and/or avatar you have chosen.

2.4 Multiple Accounts. You must not create multiple accounts, except if we specifically allow it. In such case, you acknowledge that you will close your additional Account upon our request, or that we may terminate your additional Account.

3. Can minors create an Account and access our Services?

3.1 If you are a minor in your country of residence, you should read these Terms with the help of your parent or guardian.

3.2 Child and Teen Accounts. Depending on the privacy age of consent applicable in your country, you may be required to create either a Child or a Teen account with associated built-in safety features.

When creating the account, the Ubisoft Child is linked to a parent's or legal guardian's Ubisoft account. Parent or legal guardian provides their consent to the creation of the Child account. Depending on their country of residence, parent or legal guardian may have to verify their age upon account creation and/or account linking with a Child account. Parent or legal guardian may withdraw their consent at any time and request the closure of their account as well as associated Child account(s).

When creating a Ubisoft Teen Account, a teen may choose to link their account to a parent or legal guardian's Ubisoft Account. If they do so, they will benefit from additional protective features, and the parent or legal guardian will be able to manage the settings through the [Family Center](#). Depending on applicable minor protection laws, teens may be required to link their account with a parent or legal guardian's account.

More information on Child and Teen Accounts as well as applicable age restrictions are available here: <https://www.ubisoft.com/help/account/article/information-about-young-player-ubisoft-accounts/000079310>.

3.3 Age assurance. Depending on your country of residence, we may ask you to verify your age to create an Account and/or to access certain games, features or functionalities, in order to comply with applicable laws regarding the protection of minors. We may restrict access to certain Services on age grounds, and for minors under a certain age, we may allow you to register for certain Services only with consent from your parent or guardian.

3.4 Resources. If you are a parent or guardian, we recommend that you monitor your children's gaming activities, in particular online and that you familiarize yourself with the parental controls that may be made available by us and/or our partners. We encourage you to visit "Family & Gaming Page", which we have developed in collaboration with experts, players and parents, available at <https://ubisoft.com/en-us/company/social-impact/family-gaming>, to answer some of the frequently asked questions we receive and provide tips and guidance. You will find useful resources such as the [Good Game Playbook](#) which provides clear guidance to help players manage online toxicity, regulate emotions, and practice self-care. A specific version of the guide is available for each age group (child, teen and adult), tailored for the needs of the target audience.

3.5 Family Center. The [Family Center](#) gives information about parental controls, protective features and notifications that an Account can have to supervise the activity of their family members. This goes from managing privacy settings, friendship activity to gaming and spending activity.

3.6 Responsibility. As far as permitted by law, we accept no responsibility regarding any activities which may be conducted by minors without the permission of their parents or legal guardians. In all cases, all use of the Services by minors is the responsibility of their parents or legal guardians. If you are a parent or legal guardian and you give your permission for your child to register for the Services, you thereby agree to the Terms relating to use of the Services by your child.

3.7 Privacy. Should you want to get more information on how the personal data of our minor players is handled, please make sure to read our Privacy Policy for young players accessible at: <https://ubisoft.com/legal/documents/privacypolicyminors/>.

4. What conditions apply to your use of our Services?

4.1 Discussion Channels. The Services may contain forums, information groups, chats or other types of online discussion areas (collectively known as "Discussion Channels"). When you use the Discussion Channels, you should be aware that your avatar, username and your messages will be public and viewable by any user who visits the Discussion Channels (unless you are in a private Discussion Channel). You send your messages at your own risk. You have sole responsibility for their submission, publication and dissemination.

Keep these **security measures** in mind when communicating with other users in the Discussion Channels:

- Never share information that can be used to identify you in real life.
- Never accept requests to meet in real life someone you have chatted with, especially if this person asks you to keep your conversations or the meeting a secret, and reject any invitation to join apps or channels outside the Services.
- Report any behavior or content you find suspicious or inappropriate, including Discussion Channels you had with another user that made you uncomfortable.
- Make sure to talk to someone from your close circle and use the blocking feature, when available in a Service, to make sure you don't receive unwanted messages.

4.2 Ubisoft Stores. We enable you to purchase products via our online store accessible at <https://store.ubi.com/> or through Ubisoft Connect and other stores managed by us. We may limit

your ability to purchase products based on multiple criteria including, but not limited to, your age, limited quantities of products available, etc. We may offer periodical promotions for which separate terms apply.

4.3 Credits, virtual currency. We may license to you access or use of online or off-line elements of Services, including without limitation virtual points, coins or currencies (collectively "Ubisoft Virtual Currency"). When you obtain Ubisoft Virtual Currency from us or our authorized partners, you receive a personal, limited, non-assignable, non-exclusive, revocable license to access and select the Ubisoft Virtual Currency that we expressly make available to you.

UBISOFT VIRTUAL CURRENCY HAS NO MONETARY VALUE AND HAS NO VALUE OUTSIDE OF OUR SERVICES. Ubisoft Virtual Currency cannot be sold, traded, transferred, or exchanged for cash; it only may be redeemed for Content available on the Services. Ubisoft Virtual Currency is non-refundable, and you are not entitled to a refund for any unused Ubisoft Virtual Currency, except if required by law. Once you redeem Ubisoft Virtual Currency for Content, that Content is not returnable, exchangeable, or refundable.

4.4 Technical Protection Measures – Digital Rights Management. We may use technical protection measures and digital rights management ("DRM Software"), including for example, physical protection, watermarking, unique digital keys, or direct entitlement to protect our Contents and Services. In such case, you hereby agree, acknowledge and consent that the installation of the Content or Service will cause the DRM Software to be installed on your device; that the DRM Software may limit the number of installations of the Service or Content and may install on your device additional components required for copy protection.

4.5 Internet connection. A high-speed internet connection, an Account and the installation of the Ubisoft Connect client software (<http://ubisoftconnect.com>) may be required to install, launch, access and unlock all or part of the Content and Services. Please note that some games and features may require a permanent online connection.

4.6 Mobile Services. You may access certain Services via certain mobile phones, smartphones, tablets and other compatible mobile terminals. To do so, you must have the permission of the person who pays the bill for the mobile terminal, and be provided with Internet access via such mobile terminal. Use of your mobile terminal may lead to connection costs for which we are not responsible. Certain Mobile Services offer you in-game purchases and micro-transactions. Your comfort may vary depending on the capacities and functions of your mobile terminal and the communications network. We cannot guarantee a comfort equal to that experienced when connecting to the Services via other devices.

5. How can we update or change our Services and Content?

5.1 Modification of Services and Content.

From time to time, we may modify the Services and Content through patches and updates, or otherwise modify the access to the Services and Content, for various reasons, especially:

- to keep the Services and Content exciting and engaging for existing or new players,
- to adapt the Services and Content to a new technical environment, an increased number of users or for other operational or technical reasons, including for example, (i) updating, upgrading, balancing or renewing our Services and Content, (ii) carrying out maintenance operations, (iii) fixing bugs, (iv) improving or optimizing performance, (v) adding or removing features, (vi) combating the dissemination of illegal or harmful behaviors (as further detailed in Article 7), or (vii) limiting access to all or part of our Services and Content for legal, security, technical, operational or otherwise objective reasons. We therefore do not guarantee that the Services and Content will be available at all times, in all locations worldwide, and/or on all devices
- to limit or discontinue obsolete or unsustainable features of Content and/or Services when reasonable. Unless otherwise specified to you by us, we do not guarantee the availability of any Service or Content for a determined period of time.

We may require or enable you to download software, updates, patches and/or other utilities and tools supplied by us or our licensors (the "Ubisoft Software"). We grant you a personal, non-transferable and non-exclusive license enabling you to use Ubisoft Software solely for the purposes of use of the Services, throughout the world and for the legal period of protection of the Ubisoft

Software under Intellectual Property Rights. We may specify terms of use for this Ubisoft Software at the time at which it is made available to you. The performances of the Ubisoft Software and Services may vary depending on your equipment. We may from time to time supply you with updates or modifications of the Ubisoft Software that may be necessary for you to continue to use the Services.

Please note that we may also set a maximum number of days for which some Content will be stored as part of the Services; set a maximum volume of messages which can be sent or received by an Account; set a maximum memory capacity which will be allocated by our servers for your Account; and set a maximum number of times you may access the Services, together with a maximum duration for each access during a given period.

5.2 Modifications of Services and Content price.

We may modify the prices of our Services and Content, by changing a paid Service or Content to a free-to-play one, and vice versa. Price changes apply only to orders placed after the modification takes effect.

In the event of a change in the applicable rate of a mandatory tax (e.g., VAT), or the introduction of a new tax, prices may be adjusted to reflect the change.

5.3 For applicable warranties, see **Article 11**.

6. Do we monitor our Services?

We are not responsible for and do not endorse the opinions, advice and/or recommendations displayed or sent by users on the Services, including in any public Discussion Channel. Such communications are the sole responsibility of the concerned users.

Subject to the applicable legal requirements, we do not undertake to monitor the Content, UGC, messages and other information made available on the Services by users. We may, though are not required to, oversee, monitor or moderate our Services, including on website home pages and Discussion Channels, as further detailed in **Article 7** below.

In any event, we do not warrant the validity, originality, accuracy or usefulness of any Content, message and/or UGC.

7. What are our rules to sustain a friendly, safe and fair gaming environment and community?

7.1 Health and Safety Warning.

Some individuals are liable to have epileptic fits including, in certain cases, loss of consciousness, particularly when exposed to strong luminous stimulations (rapid succession of images or repetition of simple geometrical figures, flashes or exposures). Such individuals are exposed to risks of fits when they play certain video games containing such luminous stimulations and should consult their doctor before any use of the Services.

Parents and legal guardians must also pay particularly close attention to their children when they play video games. If you or your child present any of the following symptoms: dizziness, vision problems, contraction of the eyes or muscles, disorientation, involuntary movement or convulsions or momentary loss of consciousness, you or they must immediately stop playing and consult a doctor.

For more information, please visit: <https://www.ubisoft.com/legal/documents/disclaimers/>.

7.2 Ubisoft's Player Safety Pillars.

At Ubisoft, our approach to player safety is based on three pillars:

- Prevention
- Detection
- Intervention

7.2.1 PREVENTION – What toxicity prevention features do we offer?

At Ubisoft, we recognize that education is a critical component of creating a safe and inclusive community.

To reinforce this commitment, we have established clear rules and guidelines for player behavior, outlined comprehensively in the **Article 7.3** below and in our [Code of Conduct](#). This Code serves as a transversal reference, ensuring consistency and adherence across all Services. We provide resources and tools that help players understand the impact of their behavior on others and the broader community, exemplified through initiatives like the [Fair Play Program](#) and the [Good Game Playbook](#).

This refined approach emphasizes a detailed link between the Code of Conduct and our games & services policies, fostering a holistic and transparent framework for our community.

7.2.2 DETECTION – How do we detect prohibited behaviors?

“**Prohibited Behavior**” means all forms of contents and behaviors, that are either illegal, or that violates our Terms and/or that otherwise undermines the safety, fairness, or integrity of the gaming environment we want to promote.

We understand that creating a safe and fair environment requires ongoing vigilance and innovation.

Therefore, we are constantly exploring new ways of detecting and preventing Prohibited Behavior in our Services. We use various solutions, such as technological and automated detection systems and machine learning algorithms, to monitor and flag potential cases of toxicity. These systems assist our teams in identifying potential issues and are subject to human oversight. We also work closely with our gaming community to identify and address new forms of Prohibited Behavior, such as hate speech and harassment.

Content that may violate our Code of Conduct or these Terms can be found via proactive methods. The mechanisms used to detect different potential violations are under continuous iterations and evolutions and may vary based on the state of available technology, the volume of violative content, the specificity of the gameplay, applicable laws and regulations, and other factors such as the complexity of evaluation. In the event the use of an unauthorized third-party program is detected, information may be communicated back to us, including the name of your Account, IP address, details about the unauthorized third-party program detected, and the time and date that the unauthorized third-party program was detected.

Additionally, anyone can report content they believe violates our policies or local law, as further detailed in **Article 7.4** below. If we confirm a violation of our policies or an apparent violation of local law, we take appropriate action.

7.2.3 INTERVENTION – How do we enforce our rules of conduct?

Despite our efforts, Prohibited Behavior may still occur. We have established clear, consistent processes and procedures for reporting and investigating incidents of toxicity across our games to take actions to protect both directly affected users and the broader community and to take actions against players engaged in prohibited behavior, as further detailed in **Article 7.5** below.

Our customer support and safety teams also manage interactions which can cause concern for the safety of our players or our staff. As part of our duty of care, our customer support and safety teams are equipped to manage, and if needed escalate, interaction that poses a potential security threat to our players or ourselves. Our customer support also works to provide frequent improvements to our crisis handling process through training, improved escalation flows, external collaborations with authorities and global alignment.

7.3 Setting the rules for a safe user experience.

Our goal is a welcoming, safe, and respectful gaming environment for everyone, particularly minors. These Rules apply everywhere our Services are used. For you and other users to feel part of a friendly, safe and fair community, you must follow these rules (the “**Rules of Conduct**”).

You may only use the Services for lawful purposes and for their anticipated use. You may not use the Services in any way that breaches any applicable law or regulation. Any stricter local law or regulation shall prevail on the Rules of Conduct.

Below is a non-exhaustive list of Prohibited Behaviors that may lead to investigation by our staff and may result in sanctions (as detailed in **Article 7.5**). These behaviors are listed per category for your convenience. Please also note that this list may be updated, and that our Code of Conduct as well as other player safety rules may contain additional details.

7.3.1 Personal Safety & Harassment.

You may not endanger, threaten, or target others with abuse. This includes both our users and representatives (e.g. employees, moderators, star players). Examples include:

- Threats or encouragement of violence/harm; self-harm encouragement.
- Harassment, bullying, stalking, brigading.
- Hate speech or hateful conduct targeting a specific characteristic (e.g., race, ethnicity, religion, gender, gender identity, sexual orientation, disability).
- Slurs, dehumanizing language, or profanity used to target others.
- Swatting (hoaxing emergency services), doxxing threats, extortion/blackmail.
- Targeting creators or streamers (e.g., raid harassment, directed harassment during streams).
- Inappropriate, sexual, or explicit communications directed at other users.

7.3.2 Child Safety.

You may not endanger, or behave inappropriately towards, minors. Examples include:

- Grooming (building trust with someone under the age of majority to manipulate, exploit, or prepare them for sexual abuse or other harm).
- Engaging in child sexual exploitation and abuse (CSEA).
- Requesting, creating, sharing, or sharing links to, child sexual abuse material (CSAM).
- Sexualizing minors or encouraging relationships between adults and minors.
- Targeting minors with harassment, intimidation, or harmful challenges.

7.3.3 Violent Extremism & Criminal Activity.

You may not promote or facilitate violent extremism and/or criminal activity. Examples include:

- Promoting, praising, or supporting terrorism, violent extremist organizations or ideologies.
- Recruiting for violent extremist or criminal activity.
- Advocating for or facilitating serious crimes (e.g., human trafficking, distribution of drugs, unlawful weapons sales, violent acts).

7.3.4 Cheating & Competitive Integrity.

You may not gain, sell, or offer unfair advantages. Examples include:

- Using or distributing cheats, hacks, bots, macros, scripts, or unauthorized third-party tools or devices.
- Exploiting bugs/glitches, bait in-game or account related.
- Stream sniping or restream exploiting.
- Boosting: buying/selling rank, manipulating/circumventing MMR (Matchmaking Rating), or stat inflation, organized win trading, account lending.
- Smurfing: using alternate accounts to play against lower skilled players.

7.3.5 Service Security & Inappropriate Technical Use.

You may not damage, degrade, or interfere with our Services, networks, or other users. Examples include:

- DDoS or similar attacks; probing, scanning, or abusing APIs; crashing servers or lobbies.
- Transmitting malware, viruses, worms, trojans, corrupted files, or malicious code.
- Modifying, overloading, or blocking features to disrupt normal operation.

- Circumventing security controls like regional restrictions (e.g., via VPN/proxy) or digital rights management software.
- Creating, supplying, or using private servers, emulators, mirror sites, or alternative launchers without authorization.
- Unauthorized access to non-public areas of the Services.

7.3.6 Privacy & Personal Data.

You may not collect, expose, or misuse personal data. Examples include:

- Phishing or social engineering to obtain credentials, payment data, or personal information.
- Doxxing: publishing or threatening to publish private information (addresses, IDs, financial info, etc.).
- Data scraping or mining our Services or UGC at scale; packet sniffing to intercept traffic.
- Impersonating support or staff; deceptive requests for sensitive data.

7.3.7 Fraud, Payments & Market Abuse.

You may not engage in deception or misuse of account creation, payments, marketplaces, or monetization features, including on unauthorized third-party websites. Examples include:

- Payment fraud, stolen cards, unauthorized charges, or bad faith chargebacks.
- Scams: misleading others to obtain items, accounts, or money.
- Malicious Account creation (e.g. using bots).
- Buying, selling, renting, or trading accounts or access; monetizing login credentials.
- Selling or promoting unauthorized third-party services (e.g., boosting, item/loot selling outside authorized marketplaces).

7.3.8 Content Standards & Intellectual Property.

You may not post or share illegal, extremely graphic, or rights-violating content. Examples include:

- CSAM/CSEA (see 2. Child Safety), nonconsensual intimate imagery, sexual exploitation of adults, bestiality, or extreme pornography.
- Out of gameplay graphic gore or animal cruelty intended to shock.
- Infringing content: unauthorized distribution, reproduction, or use of intellectual property rights.
- Leaks: publishing confidential or prerelease information obtained under NDA or through unauthorized access.
- Inappropriate usernames, avatars, profiles, and UGC.
- Off-topic political or religious advocacy.

7.3.9 Service disruptions.

You may not disrupt play or conversations, misuse community tools, or behave in a way that unfairly impacts matches. Examples include:

- Spamming, flooding, or repetitive off topic posts, mass tagging, chain messages.
- "AFK" or idle behavior, griefing, teamkilling, blocking interactions, rage-quitting patterns.
- Voice chat disruption (e.g., persistent noise, screeching, music blasting) to disrupt others.
- Reposting content already moderated or removed.
- Advertising or soliciting unrelated products/services.
- Ignoring or refusing instructions from moderators or staff.

- Abusing report or help tools (e.g., knowingly false reports, spam tickets).

7.3.10 Account Integrity & Impersonation.

You may not misrepresent identity or misuse accounts. Examples include:

- Creating accounts with false registration information (e.g., age, email) to evade restrictions.
- Impersonating other users, creators, partners, or company representatives.
- Sharing, lending, selling, or transferring accounts or authentication methods.

7.4 Reporting Prohibited Behavior.

You may report alleged Prohibited Behavior to us by using the "Report" option, when available in the Service, or by contacting our customer support, using our dedicated form available through our [contact form](#). Just follow the steps to report, giving as much details as possible to enable us to review your report efficiently.

7.4.1 Report a violation of Intellectual Property Rights.

We respect the Intellectual Property Rights of others and expect users to do the same. If you consider that any Content made available on the Services is violating your Intellectual Property Rights, you may report this to us by sending an e-mail to copyright-infringement@ubisoft.com, indicating the information listed below:

- The date of your report;
- Your surname, first name, address, and email address;
- The identification and description of the Content which is, in your opinion, contrary to these Terms, indicating its precise location;
- An indication of the reasons why you believe that this Content does not comply with these Terms and should be removed from the Services, citing the Article of these Terms along with proof where possible;
- A declaration specifying that you believe that all the information in the report is correct;
- Evidence that you are authorized to act on behalf of the owner of the right(s) alleged to be infringed or if you are acting on behalf of your company, the type of the company, its name, its registered office and your function within the company;
- A clear identification of the work protected by your Intellectual Property Right(s) that you allege is infringed, as well as any element demonstrating the existence of your right(s);
- When applicable, information regarding any registrations of these rights or applications to register these rights, including the countries where registered or applied for, validity period and application or registration numbers;
- Copy of the correspondence sent to the author of the disputed Content requesting its withdrawal or modification, or a justification that the author could not be contacted.

For notifications relating to alleged copyright infringement in the United States, the notification must additionally comply with the requirements of the U.S. Digital Millennium Copyright Act (17 U.S.C. § 512), including a physical or electronic signature of the copyright owner or its authorized representative and a statement, made under penalty of perjury, that you are the copyright owner or are authorized to act on behalf of the copyright owner.

Please send your DMCA notification to the attention of:

Copyright Agent c/o Legal Department

300 Mission St, 20th floor

San Francisco, CA 94105 USA

7.4.2 Consequence of your report.

After receipt of a report, we reserve the right to act as we deem appropriate. We notably reserve the right to delete and/or deactivate the Content reported and to ask you and other users to cease using such Content. If we delete or deactivate any Content that you have published in

violation of these Terms and/or of third parties' Intellectual Property Rights, we reserve the right to apply sanctions as listed in **Article 7.5**.

You acknowledge that knowingly submitting a false report concerning Content, with the purpose of obtaining its removal or to stop its dissemination on our Services is punishable by law and may be sanctioned under these Terms.

7.5 What actions do we take to prevent and fight Prohibited Behaviors?

We may take actions and apply sanctions, in the event of violation of the Terms and/or of a Code of Conduct. The sanctions are decided on a case-by-case basis, based on multiple criteria, including but not limited to, the seriousness of the violation, the number of violations, and the impact of the violations on the Services, on other users and/or on our representatives.

Here is a non-exhaustive list of sanctions we may apply:

- Issuance of a warning;
- Disablement, reset or change of any username, avatar, password, or UGC;
- Reset of your in-game progress to a previous state;
- Decrease of your Account level or of your level/points associated to a given Service;
- Removal of your Access to specific features (including Discussion Channels and voice chat) on one or several Services;
- Issuance of a short-term suspension of your Account from one or several Services (eg. temporarily preventing you from accessing a given game in whole or in part);
- Issuance of a long-term suspension of your Account from one or several Services (eg. preventing you from accessing a given game in whole or in part for a long period of time);
- Prevention from accessing a specific or several Services while using a particular hardware, device or IP address typically in case of severe and/or repeated breaches of these Terms;
- Suspension or closure of your Account and/or your ability to use one or more Services, or part of the Services, as further described in **Article 8**.

We may use our own and/or third-party solutions to detect Prohibited Behaviors and/or apply corresponding sanctions. Associated sanctions may be automated but are always open to appeal and human intervention, as detailed in **Article 7.6** below.

We may restrict your access to all or part of the Services where reasonably necessary should we suspect that you engage in unlawful behaviors inside or outside the Services, in order to keep a friendly, safe and fair environment for our users.

In addition, we reserve the right to take legal action on grounds of civil or criminal responsibility in order to stop a breach of your legal or contractual obligations and obtain compensation for our losses. In particular, we reserve the right to prosecute any user who has deliberately damaged or attempted to damage the Services or disrupted the legitimate functioning of the Services or provided assistance for so doing. We also reserve the right to report directly to the competent authorities any Prohibited Behavior identified by us or reported to us within the Services.

7.6 How to appeal a decision.

As detailed in **Article 7.5** above, the detection or reporting of a "Prohibited Behavior" may trigger sanctions. These can be appealed and submitted to human review by contacting our customer support at: <https://ubisoft.com/help>.

8. Can your Account be suspended or terminated?

YES. Both at your initiative and ours.

8.1 Termination of your Account at your initiative.

You may terminate your Account at any time by filling the form accessible at: <https://ubisoft.com/help> or close your Account at: <https://account.ubisoft.com>, using the "Account

Information” tab, especially in the case where you do not accept these Terms or an updated version of them. Mobile players can find information about how to terminate their game account at <https://ubisoft-mobile.helpshift.com>.<https://ubisoft-mobile.helpshift.com/hc/en/>.

8.2 Suspension or termination of the Account or access to Service(s) at our initiative.

We may suspend or close your Account and your ability to use one or more Services or part of the Services, at any time, automatically and at our sole discretion where:

- To protect your account when we have reasonable doubts that unauthorized access has occurred and/or suspicious activity has been detected in breach of these Terms of use
- We have formally requested that you provide us with proof of your identity or to cease an action, behavior, or breach of these Terms,
- We have reasonable grounds to believe that you have violated these Terms (including the Rules of Conduct) or any specific terms and conditions relating to any Service,
- For any other reason in relation to your actions in or outside of the Services,
- Where your Account has been inactive for a long time and meet specific inactivity criteria that will be detailed to you in the email or notification informing you of the upcoming closure. This action is necessary to comply with privacy and personal data regulations, particularly to uphold the principle of data retention period. Before closing your Account, we will provide you with a prior notice of at least 30 days, warning you about the impending closure, its consequences, and detailing the steps you can take to keep it open, should you wish to do so.

Should you have more than one Account, we reserve the right to suspend or close all of your Accounts once one has been suspended or closed by us under this process.

8.3 Consequences of the Termination/Suspension of an Account.

- You cannot use the Services and Content anymore.
- You will lose, and we may delete, your profile and the related information you have passed on to us, together with any Content you may have published, uploaded, made available on the Services, notably your username, avatar(s), and UGC.
- We reserve the right to store personal data relating to your profile and Account when the data retention period related to the purpose of the processing has not expired and when required to comply with applicable laws. Please find more detailed information within our [Privacy Policy](#).
- We may not allow you to create an Account again without our express permission, at our discretion, through asking <https://www.ubisoft.com/help>.
- In the event of termination of your Account, you will no longer have access to your Account and you will lose all your save files and in-game progression related to the Services.
- In the event of termination of your Account or of Service(s) associated with your Account, no credit (such as for unused Services, unused subscription period, unused points or Ubisoft Virtual Currency) will be credited to you or converted into cash or any other form of reimbursement.

9. What Intellectual Property Rights are attached to our Services & Content?

The Services and Content are protected by national and international laws and treaties. Except as expressly set out in these Terms, we, and our licensees and licensors, reserve our respective Intellectual Property Rights (defined below) in the Services and the Content. Any reproduction or representation of these elements in any way and for any reason is prohibited without our prior permission.

"Intellectual Property Rights" are patents, rights to inventions, copyright and related rights, trademarks, trade names, neighboring rights, right of publicity, commercial secrets, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in

confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Submissions: We appreciate your enthusiasm and the time and energy you spend playing our games. However, our company policy does not allow us or any of our employees to accept or consider any unsolicited ideas, suggestions, proposals, comments or materials ("Submissions"). If you still choose to submit ideas to us in spite of our warnings, then you agree that your Submissions shall be deemed non-confidential and non-proprietary; we shall have no obligations concerning your Submissions, including but not limited to, no obligation to review or return any materials or acknowledge receipt of any Submissions; and we may use, redistribute, or disclose the Submissions worldwide without any restriction, in any way and for any purpose whatsoever, commercial or otherwise, without any compensation or credit obligation to you or any third party.

Feedback: While we cannot accept Submissions, we are always happy to receive specific feedback regarding the existing features of our Services. It helps us learn how to best satisfy your needs. Please do not include ideas that our policy will not permit us to accept or consider, as noted above. Any feedback you provide is deemed to be non-confidential and non-proprietary. We shall be free to use such feedback on an unrestricted basis, without any compensation or credit obligation to You or any third party.

10. What are the conditions applicable to the Content you may create / upload on our Services?

In certain Services, you may generate, upload, edit, modify, adapt, publish and/or submit names, images, designs, skins, texts, photos, videos, maps, music compositions/sheets, streams, activities and other materials ("**User Generated Content**" or "**UGC**"). You warrant that your UGC will comply with these Terms and Code of Conduct at all times, during and after its creation, and with any additional terms that may be applicable. To the extent permissible under applicable law, this Article will continue to apply after any termination of your Account and/or termination or suspension of a Service.

10.1 UGC that you produce from pre-existing Ubisoft Content ("Derived UGC").

You may generate UGC using tools and/or pre-existing Content belonging to us, such as titles, characters, names, themes, objects, settings, costumes, effects, texts, dialogues, taglines, locations, characters, diagrams, concepts, designs, graphics, animations, sounds, musical compositions, choreography and other performances, videos, and any other element of a game or Services ("**Derived UGC**")

We shall be the sole owner of all Intellectual Property Rights relating to Derived UGC. You hereby irrevocably assign to us, with full title guarantee, without any obligation of payment, all Intellectual Property Rights and rights of use you may have over Derived UGC, on a worldwide basis and for the period of protection of each right. We may file or register any application for Intellectual Property Rights relating to Derived UGC in our name, in all countries in the world.

In the event that applicable laws prevent a valid assignment of some or all of your rights in Derived UGCs, you hereby grant us a perpetual (or for the duration of the rights), royalty-free, exclusive, irrevocable, transferable, sublicensable to other users, worldwide license to use, copy, host, reproduce, represent, modify, display, distribute, publicly perform, publicly display and, in general, otherwise exploit, online and offline, Derived UGC for any purpose, without you necessarily being mentioned as the source of such Derived UGC.

In this respect, you hereby grant us all Intellectual Property Rights over Derived UGC, including but not limited to:

- the right to reproduce, permanently or temporarily, by any means and in any form, on any media known or unknown to date, the UGC, and in particular:
- the right to integrate the UGC, in whole or in part, into all our Content and Services,
- the right to upload and download, display, execute, transmit, and/or store by any means, in any place, and on any medium, the UGC and any products incorporating all or part of the UGC,

- the right to arrange, correct, develop, translate, digitize, encode, and modify the Terms of Use, and to reproduce the results of any of these operations, by any means and on any existing or future media,
- the right to make any number of copies of all or part of the UGC and any products incorporating all or part of the UGC, including modified, translated or adapted versions, in any number of copies decided by us, by any process and on any media and on all platforms,
- the right to market, for a fee or free of charge, the right to distribute (including to rent, sell, and lend) all or part of the UGC, including modified or adapted versions, and all Content or Services incorporating the UGC, by any means and on any medium, known or unknown to date,
- the right to reproduce the UGC by any means, in any form and on any medium, as necessary for the exploitation rights referred to below,
- the right to represent and broadcast the UGC in all places accessible to the public and in all private places, by any means or process and on any medium known or unknown to date
- the right to use the UGC in any way for commercial or non-commercial purposes of demonstration, promotion, advertising, for all our Content and Services,
- the right to make the UGC or any product incorporating the UGC available to the public, in the broadest possible manner, by any means known or unknown to date,
- the right to produce or have produced any new Content or Services based on the UGC, or any product incorporating the UGC, taken as is or modified by us or by any third party of our choice,
- the right to exploit the UGC with products incorporating the UGC, namely:
 - the right to use and/or exploit all or part of the UGC and any product incorporating the UGC in any form, with or without adaptation for exploitation in the form of derivative products known as "merchandising," that incorporate all or part of the UGC in their substance, form, decoration, packaging, and/or presentation.
 - the right to create 'sequels', 'prequels', 'add-ons', 'spin-offs' and all conversions of any game or other material including the UGC for any platform, in any language and in any form.

Your use of the Derived UGC: We hereby grant you a non-exclusive and non-transferable personal license, revocable at all times, to use Derived UGC generated by you throughout the world and for the duration of your use of the Services. You may not use Derived UGC other than strictly pursuant to the Terms, and solely in order to:

- record it on your console, computer, mobile terminal or any medium you use to access the Services,
- load it on the Services, and,
- share it with other users on the Services.

10.2 UGC you create independently from pre-existing Ubisoft Content ("Independent UGC").

You hereby grant us, and our licensees, distributors, partners, agents, representatives a non-exclusive, perpetual (or for the duration of the rights), royalty-free, irrevocable, transferable (in whole or part) worldwide license to use, copy, host, reproduce, represent, modify, display, distribute, publicly perform, publicly display and, in general, otherwise exploit, online and offline, Independent UGC (including all Intellectual Property Rights therein) in whole or in part, for any purpose.

10.3 In all cases for both Derived UGC and Independent UGC.

Unless otherwise specifically authorized by us, the ability to generate a UGC is part of the Service we offer and does not entitle you to any payment or any other kind of compensation, including when the UGC is made available to other users; Any use by you of any UGC for commercial purposes is strictly prohibited.

You warrant to us that the UGC generated by you:

- does not infringe the Intellectual Property Rights or other rights of any third party,
- does not constitute an act of unfair competition and/or an act of counterfeiting; and

- does not require that we obtain further licenses from or pay royalties or compensation to or provide any attribution to any third parties.

You warrant that you are personally responsible for the UGC you generate, use and/or publish while using the Services, that you shall especially comply with article 7 regarding Prohibited Behaviors and Rules for a safe gaming environment, and that the indemnification provisions of Article 11.3 will apply to UGC generated by you.

To the extent permissible under applicable law:

- if the UGC generated by you reproduces your image, voice, and/or likeness, you acknowledge that we have a right to use it as part of the Services throughout the world and for the whole duration of the Services. Unless and until we remove the UGC generated by you, it may be associated with your username and will be made available to users; and if the UGC generated by you features the image of any person other than yourself, you warrant that you have received the permission of such person for the use of his/her image by us, and you indemnify us for any losses which we may incur in the event of a complaint, action or claim by such other person concerning the use by us of his/her image, derived from the UGC generated by you.
- you waive your moral rights in all UGC generated by you and any broadly equivalent rights you may have in any territory of the world, and you vouch for the obtaining of the same agreement from any other person who might invoke moral rights over UGC generated by you.

11. What warranties apply to your Services and Content and what conditions apply to liability, indemnity and compensation in case of dispute?

11.1 Applicable statutory consumer rights and warranties.

Nothing in these terms restricts, excludes or modifies, or purports to restrict, exclude or modify any statutory consumer rights and warranties you may benefit from under applicable law, including remedies for failure to supply or lack of conformity. For example:

- If you reside in the European Union, and if the specific conditions provided by the applicable law are met, this could include (i) a right to have the Service or Content brought into conformity (ii) a right to receive a proportionate reduction in price for the Service or Content, or (iii) a right to terminate the affected contract. Please make sure to check our Ubisoft Store Terms of Sale for additional details about warranties applicable to the Services and Content you purchased through our Ubisoft Stores.
- If you reside in Australia, nothing in these Terms restricts, excludes or modifies, or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Australian Competition and Consumer Act 2010 (Cth). Our Services and Content come with guarantees that cannot be excluded under the Australian consumer law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Services and Content repaired or replaced if they fail to be of acceptable quality and the failure does not amount to a major failure.

11.2 Disclaimers; No warranties.

TO THE EXTENT PERMITTED BY LAW AND SUBJECT TO THE PROVISIONS OF ARTICLE 11.1, YOU ACKNOWLEDGE THE FOLLOWING APPLIES TO YOU AND YOUR USE OF THE SERVICES AND CONTENT:

THE USE OF THE CONTENT AND SERVICES IS AT YOUR OWN RISK AND ARE SUPPLIED ON AN "AS IS" OR "AS AVAILABLE" BASIS. UBISOFT AND UBISOFT'S LICENSORS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND OTHER REPRESENTATIVES WORLDWIDE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES AND NON-INFRINGEMENT.

WE DO NOT GUARANTEE AND MAKE NO COMMITMENT OR WARRANTY CONCERNING:

THE USE OF THE CONTENT AND SERVICES OR THE RESULTS OF THEIR USE IN TERMS OF CONFORMITY, ACCURACY, COMPLETENESS, RELIABILITY, SECURITY, AVAILABILITY ETC.

THE MARKET VALUE OF THE CONTENT AND SERVICES, YOUR SATISFACTION OR THE SUITABILITY OF THE CONTENT OR SERVICES FOR A PARTICULAR USE OR THAT THEY WILL BE SECURE, FREE OF INTERRUPTION OR ERRORS, BUGS, VIRUSES OR HARMFUL ELEMENTS, OR THAT ERRORS, BUGS, VIRUSES OR HARMFUL ELEMENTS WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES.

LASTLY, WE OFFER NO GUARANTEE THAT THE INFORMATION, CONTENTS AND/OR ELEMENTS ACCESSIBLE VIA THE SERVICES ARE ACCURATE, COMPLETE OR UP TO DATE. WE DO NOT EXHAUSTIVELY CHECK UGC AND USERS' ACTIONS WITHIN THE FRAMEWORK OF THE SERVICES.

11.3 Limitation of Liability.

TO THE EXTENT PERMITTED BY LAW AND SUBJECT TO THE PROVISIONS OF ARTICLE 11.1, YOU ACKNOWLEDGE THAT THE FOLLOWING LIMITATIONS OF LIABILITY APPLY:

UBISOFT MAY IN NO CASE BE HELD LIABLE FOR PAYMENT TO YOU FOR ANY INDIRECT, ACCIDENTAL, INCIDENTAL OR OTHER DAMAGES RESULTING FROM THE USE OR IMPOSSIBILITY OF USING THE SERVICES, EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES INCLUDING ANY LIABILITY (I) AS A PUBLISHER OF INFORMATION, (II) FOR ANY INCORRECT OR INACCURATE INFORMATION, (III) FOR ANY UNAUTHORIZED ACCESS TO OR DISCLOSURE OF YOUR TRANSMISSIONS OR DATA, (IV) FOR STATEMENTS OR CONDUCT OF ANY THIRD PARTY. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND INCLUDING ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF GOOD WILL, LOSS OF USE, LOSS OF DATA, COST OF PROCURING SUBSTITUTE GOODS, SERVICES, OR INFORMATION, LITIGATION OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE) PRODUCT LIABILITY OR OTHERWISE, EVEN IF AN INDIVIDUAL ADVISES OF THE POSSIBILITY OF SUCH DAMAGES.

THE LIMITATIONS OF LIABILITY SET FORTH HEREIN ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN UBISOFT AND YOU. THE INFORMATION AND SERVICES OFFERED ON AND THROUGH THE SITE WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS.

MORE SPECIFICALLY, WE CANNOT BE HELD LIABLE:

- FOR POOR TRANSMISSION OR RECEPTION OF DATA OR INFORMATION, EXTERNAL INTRUSION OR PRESENCE OF A COMPUTER VIRUS, FAILURE OF ANY RECEIVING EQUIPMENT OR COMMUNICATION LINES, AND ANY OTHER MALFUNCTION OF THE INTERNET NETWORK, AS WELL AS OCCASIONAL INTERRUPTIONS, OUTAGES, BUGS ON THE SERVERS AND SOFTWARE NECESSARY TO YOUR USE OF THE SERVICES. IN SUCH CIRCUMSTANCES, WE MAY TEMPORARILY SUSPEND ACCESS TO THE SERVICES AND CONTENT, PARTICULARLY FOR MAINTENANCE REASONS.
- FOR UNAVAILABILITY, LIMITATION OF FUNCTIONALITY, OR LOSS OF ACCESS TO THE SERVICES AND CONTENT RESULTING FROM THE DISCONTINUATION OF SUPPORT OF THIRD-PARTY OPERATING SYSTEMS REQUIRED TO ACCESS THE SERVICES AND CONTENT. IN SUCH CIRCUMSTANCES, SERVICES AND CONTENT MAY NOT CONTINUE TO BE AVAILABLE OR FUNCTION, IN WHOLE OR IN PART, AND WE MAY CEASE PROVIDING ACCESS TO THEM ON THAT OPERATING SYSTEM, INCLUDING TO ENSURE THE SECURITY OF OUR USERS.
- FOR ANY DAMAGE RESULTING FROM YOUR USE OF PRODUCTS OR SERVICES OFFERED BY THIRD-PARTY AND PRESENTED ON OUR SERVICES FOR INFORMATION PURPOSES ONLY. THE DECISION TO USE THEM IS YOUR SOLE RESPONSIBILITY.
- FOR THE UGC YOU PUBLISH WHILE USING THE SERVICES, NOR FOR YOUR INTERACTIONS WITH OTHER USERS AND/OR ANY OTHER OF YOUR BEHAVIORS.

IN THE EVENT OF A DISPUTE WITH UBISOFT OR ITS LICENSORS YOU MAY (i) CEASE TO USE THE SERVICES AND TERMINATE YOUR ACCOUNT AND, (ii) IF APPLICABLE, TAKE LEGAL ACTION TO OBTAIN COMPENSATION FOR YOUR LOSSES. THE LIABILITY OF UBISOFT, INCLUDING ITS LICENSORS AND THEIR RESPECTIVE EMPLOYEES, MANAGERS OR DIRECTORS TO YOU MAY NOT EXCEED THE PRICE YOU HAVE PAID FOR THE SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO THE OCCURRENCE OF THE DISPUTE.

REGARDLESS OF THE ABOVE, THE PROVISIONS OF THIS ARTICLE 11.3 IN NO EVENT LIMIT OUR LIABILITY TO YOU IN THE EVENT OF FRAUDULENT STATEMENTS, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR DEATH OR PHYSICAL INJURY RESULTING FROM OUR NEGLIGENCE. IN ADDITION, THE RESTRICTIONS, EXCLUSIONS AND NON-LIABILITY CLAUSES THIS ARTICLE AND OF THE OTHER STIPULATIONS OF THESE TERMS APPLY WITHIN THE LIMITS OF APPLICABLE LAW.

SOME JURISDICTIONS DO NOT ALLOW DISCLAIMER OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE EXCLUSIONS AND LIABILITY ARE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

11.4 Breach of your obligation, Indemnity & Compensation.

YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES YOU CAUSE TO US, OUR PARTNERS, OTHER USERS OF THE SERVICES OR ANY OTHER NATURAL OR LEGAL PERSON, AS A RESULT OF USING ALL OR PART OF THE SERVICES IN VIOLATION OF THE LAW OR YOUR OBLIGATIONS CONTAINED IN THESE TERMS.

IN THE EVENT OF A BREACH OF YOUR LEGAL OR CONTRACTUAL OBLIGATIONS, WE RESERVE THE RIGHT (I) TO DELETE YOUR ACCOUNT AND TERMINATE YOUR LICENSE TO USE THE SERVICES AND (II) TO TAKE LEGAL ACTION, ON THE GROUNDS OF CIVIL AND/OR CRIMINAL RESPONSIBILITY IN ORDER TO HALT THE VIOLATION AND OBTAIN COMPENSATION FOR OUR LOSSES. WITHOUT LIMITATION, WE RESERVE THE RIGHT TO PROSECUTE ANY USER WHO WAS DELIBERATELY DAMAGED OR ATTEMPTED TO DAMAGE THE SERVICES OR DISRUPTED THE LEGITIMATE FUNCTIONING OF THE SERVICES OR PROVIDED ASSISTANCE FOR SO DOING.

IF WE ASK YOU TO DO SO, YOU AGREE TO DEFEND, INDEMNIFY AND KEEP US AND OUR LICENSORS, LICENSEES, ASSIGNEES AND SUCCESSORS IN TITLE AND THEIR RESPECTIVE EMPLOYEES, OFFICERS OR DIRECTORS, OUR RESPECTIVE SUBCONTRACTORS AND CONTENT SUPPLIERS INDEMNIFIED FROM AND AGAINST ANY CLAIM OR ALLEGED CLAIM, ALL LIABILITIES AND DAMAGES AND ALL COSTS, INCLUDING LAWYERS' FEES, FOLLOWING AND/OR RESULTING FROM A VIOLATION OF THESE TERMS FOR WHICH YOU ARE RESPONSIBLE, OR MORE GENERALLY, RELATED TO YOUR USE OF THE SERVICES, INCLUDING RELATING TO YOUR UGC, OR YOUR BEHAVIOUR ON THE SERVICES OR ANY ACTIVITY BY YOUR ACCOUNT BY YOU OR ANY OTHER PERSON.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU SHALL DEFEND UBISOFT AND HOLD IT HARMLESS IN THE EVENT OF INAPPROPRIATE OR ILLEGAL USE OF YOUR ACCOUNT, INCLUDING IN THE EVENT OF ILLEGAL OR INAPPROPRIATE USE BY SOMEONE YOU HAVE AUTHORIZED TO USE YOUR ACCOUNT. YOU AGREE TO BE HELD PERSONALLY RESPONSIBLE FOR YOUR USE OF OUR SERVICES AND FOR ALL YOUR COMMUNICATIONS AND ACTIVITIES ON OUR SERVICES. WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO TAKE SOLE RESPONSIBILITY FOR CONDUCTING THE DEFENSE IN AND CONTROLLING ANY OTHER CASES FOR WHICH YOU ARE NORMALLY OBLIGED TO DEFEND IT. IF IT DOES SO, YOU WILL NO LONGER HAVE ANY OBLIGATION TO DEFEND US CONCERNING THE CASE IN QUESTION BUT AGREE TO FULLY COLLABORATE WITH US UPON REQUEST IN DEFENSE OF OUR INTERESTS.

11.5 Subject to applicable law, the provisions of this Article 11 remain valid and in force after termination of these Terms or of Your Account.

12. Can you access our Services via third parties and third-party content via our Services?

YES. You may access certain Services via the services/platforms offered by third parties (i.e. console manufacturers, streaming services, etc.). The terms of these third parties will govern your behavior when you access the Services through their services/platforms and, in the event of a conflict with these Terms, the terms applicable to the services/platforms offered by these third parties take precedence.

We may also display certain third-party products, services and/or content by inserting, in our Services, promotional links, advertising banners or any other advertising and promotional element, and may also carry out cross-marketing operations with any partner of our choice.

In both cases, we may not be held responsible for such third-party services, products, and/or content.

13. Can you take part in our tests?

YES. We may propose that you test the Services or Contents not yet commercially released (for example during alpha and beta phases, playtests, etc.), to identify bugs and errors and/or help improve their functioning ("Beta Tests"). If you are eligible and agree to take part in a Beta Test:

- You will first sign and return to us a confidentiality agreement and any other document that we deem appropriate.
- You recognize that the beta version of the Contents and Services ("Test Contents") belong to us and are highly confidential.
- We may ask you for your reactions and suggestions. All such reactions and suggestions communicated to us during the Beta Tests will be our exclusive property.
- Test Contents are supplied to you "as is" and "according to availability" without any explicit or implicit guarantee of any kind. You understand that you use the Test Contents at your own risk, that they may include bugs and that your progression and data associated with the Beta Test may be erased.
- You agree that any violation of your obligations for Beta Tests would cause us irreparable damage and that we would be entitled to take any action to prevent any breach or risk of a breach of your obligations or to obtain compensation for the damage incurred, without prejudice to the right to terminate your Account.

14. Complaints & Alternative Dispute Resolution

14.1 Customer support. If you encounter any issues, or if you have any claims or complaints, we hope to resolve them quickly and amicably with you. To do so, you may contact us at: <https://www.ubisoft.com/help>.

14.2 European Union Alternative Dispute Resolution. If you reside in the European Union, you have the right to contact out-of-court dispute resolution bodies in your country of residence in case of a dispute with us based on the consumer protection law. You may find additional information here: https://consumer-redress.ec.europa.eu/index_en and in our Store Terms of Sale, where applicable.

14.3 FOR CALIFORNIA RESIDENTS. THIS SECTION CONTAINS TERMS SPECIFIC TO YOU, PLEASE READ THEM. Pursuant to Cal. Civil Code § 1789.3, please note that (a) Ubisoft Inc. is located at 300 Mission St 20th floor, San Francisco, CA 94105, (b) The fees and charges for the Services vary depending on the services selected by you, and (c) If You have a complaint regarding the Services or desire further information on use of the Services, visit <https://www.ubisoft.com/help>. For complaints, You may also contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs in writing at 400 "R" Street, Sacramento, CA 95814 or by telephone at (916) 445-1254 or (800) 952-5210.

15. Applicable Law & competent jurisdiction for non-US residents

15.1 If you reside in the European Economic Area (EEA), in the UK, in Switzerland. These Terms, your Account and your use of our Content and Services and any disputes or claims arising out of or in connection with them are governed by the laws of your country of residence. The courts competent for any action or claim are those determined by the jurisdiction rules of your country of residence.

15.2 If you reside in Australia. These Terms, your Account and your use of our Content and Services and any disputes or claims arising out of or in connection with them are governed by and construed in accordance with the laws of New South Wales, Australia. The courts of New South Wales, Australia and any courts which have jurisdiction to hear appeals from any of those courts have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Terms or their subject matter or formation.

15.3 If you reside in Canada. These Terms, your Account and your use of our Content and Services are governed by the laws of Canada and the province in which you reside, and you expressly acknowledge the exclusive jurisdiction of the federal courts and province courts within the

jurisdiction of the place of your principal residence for any complaint or any dispute with us, resulting from or related in any way to your relationship with us, your Account or your use of the Services. In addition, your conduct may be subject to other regional, federal, national or international laws.

15.4 If you reside in a country that is not listed above. These Terms, your Account and your use of our Content and Services are governed by the law of England and Wales, with jurisdiction over any action or claim. In addition, you may be entitled to the protection provided by the legal provisions of your country of residence, which are automatically applicable to you as a consumer.

16. Applicable Law & competent jurisdiction for US residents

PLEASE READ THIS ARTICLE CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU AND UBISOFT HAVE AGAINST EACH OTHER ARE RESOLVED. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, ANY AND ALL DISPUTES BETWEEN YOU AND UBISOFT SHALL BE RESOLVED THROUGH BINDING INDIVIDUAL ARBITRATION IN ACCORDANCE WITH THIS ARTICLE.

16.1 The formation, construction and interpretation of these Terms shall in all respects be governed by and construed in accordance with the laws of the United States and the State of California, without giving effect to any principles of conflicts of laws. These Terms shall not be governed by the United Nations Conventions of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded from any interpretation of these Terms. The arbitration agreement in these Terms is governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) ("FAA"), including its procedural provisions, in all respects. State arbitration laws do not govern in any respect. Further, You and Ubisoft each agree that the Terms evidence a transaction involving interstate commerce, and will be governed by and construed in accordance with federal law to the fullest extent possible.

16.2 Legal Disputes: Prohibition of Class and Representative Actions and Non-Individualized Relief.

YOU AND UBISOFT AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY ACTUAL OR PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. THIS MEANS:

- A COURT OR ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, OR OTHERWISE PRESIDE OVER A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING BETWEEN THE PARTIES, EXCEPT AS CONTEMPLATED FOR MASS ARBITRATIONS UNDER ARTICLE 11.7.
- A COURT OR ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF TO THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE USED TO DECIDE DISPUTES WITH OTHER USERS.

16.3 Legal Disputes: Pre-Filing Informal Dispute Resolution Process.

Ubisoft's goal is to provide You with a neutral and cost-effective means of resolving disputes that arise between You and Ubisoft quickly and to your satisfaction. You and Ubisoft therefore agree to participate in an informal dispute resolution process prior to initiating a formal proceeding.

To initiate this process, the complainant must complete the Notice of Dispute form accessible at <https://www.ubisoft.com/legal/documents/NoticeOfDispute/en-US>. The Notice of Dispute must be made on an individualized basis and must contain: (a) the complainant's name and contact information (mailing address, phone number, and email address, and other iterations thereof associated with the dispute), (b) a description of the nature of the dispute, including dates and documentation if available; and (c) the relief sought. If You are the complainant, You must mail your Notice to Ubisoft, 300 Mission Street, 20th Floor, San Francisco, CA 94105, USA. Ubisoft will send any Notice of Dispute to the most recent contact information we have on file for you. For a period of sixty (60) days from receipt of a compliant Notice of Dispute (or such longer period as is agreed upon in writing), You and Ubisoft will attempt to resolve the dispute through good-faith negotiations. During this time, You and UBISOFT must hold at least one dispute resolution videoconference. This videoconference must be individualized, such that a separate conference must be held for each complainant. If You or Ubisoft is represented by counsel, that counsel may

participate, but You and a corporate representative from Ubisoft must also personally appear at and participate in the videoconference.

Compliance with this pre-filing informal dispute resolution process is a prerequisite and condition precedent to initiating court or arbitration proceedings. Unless prohibited by law or applicable rules, an arbitration provider cannot accept or administer an arbitration, nor assess any fees, until these requirements are met.

Any relevant limitations periods and filing fee(s) or deadlines shall be tolled during the sixty (60) day informal dispute resolution period (or such longer period as is agreed upon in writing). After this sixty (60) day period, the relevant limitations periods and filing fee(s) or deadlines are no longer tolled until filing is effectuated under Article 11.6.

16.4 Legal Disputes: Agreement to Arbitrate.

If we are unable to resolve a dispute through the informal dispute resolution process, any remaining controversy, allegation, dispute, or claim between You and Ubisoft, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud and any other intentional tort or negligence), common law, constitutional provision, respondeat superior, agency, or any other legal or equitable theory, whether arising before or after the effective date of these terms, shall be resolved through final and binding arbitration. This includes, but is not limited to, those arising out of or related to this Terms of Use; the EULA, the Privacy Policy; or our Ubisoft site, products, or licenses; any advertising, marketing, or other communications with or regarding Ubisoft or its site, products, or licenses; any Site Content or User Content; or any other interaction or transaction between You and Ubisoft, whether heretofore or hereafter arising. This applies to all kinds of claims under any legal theory, unless the claim fits in one of the Exceptions to Agreement to Arbitrate below. It also applies even after You stop using Ubisoft products or licenses. Any disputes or claims under this Article must be filed within the applicable limitations period(s) under federal or state law.

This Agreement to Arbitrate means that YOU AND UBISOFT EACH AGREE TO GIVE UP THE RIGHT FOR YOUR CLAIMS TO BE HEARD IN A COURT OF LAW AND TO A TRIAL BEFORE A JUDGE OR JURY. Arbitrations are not identical to litigation and have different rules than standard court proceedings. For instance, arbitrations may involve lawyers, but they are less formal than lawsuits in courts. If either Ubisoft or You do not like the arbitrator's decision, the courts only have a limited ability to change the outcome of arbitration or make the arbitrator reconsider his or her decision. If You reside in the U.S. (and as applicable to U.S. residents), certain portions of this Article are deemed a "written agreement to arbitrate" pursuant to the FAA. You and Ubisoft agree that we intend that this Article satisfies the "writing" requirement of the FAA.

IF WE HAVE A DISPUTE ARISING OUT OF OR RELATING TO THE INTERPRETATION OR APPLICATION OF THIS ARBITRATION PROVISION, INCLUDING WITHOUT LIMITATION WHETHER IT IS VALID, CAN BE ENFORCED, OR APPLIES TO OUR DISPUTE, THE ARBITRATOR WILL DECIDE THAT DISPUTE. In a Mass Arbitration as defined in **Article 16.6**, the parties agree that such disputes shall be decided by a Process Arbitrator, except that courts shall have authority to enforce that section and, if necessary, to enjoin a court or arbitral filing in violation thereof. The arbitrator will have the authority to award monetary damages only on an individual basis and to grant, on an individual basis, any non-monetary remedy or relief available under applicable law and rules, including these Terms of Use. An arbitrator's award of damages and/or other relief must be consistent with the terms of the "Limitation of Liability" section above.

Notwithstanding the foregoing, You and Ubisoft agree that we will go to court to resolve disputes relating to the following Exceptions to Agreement to Arbitrate:

- Your or Ubisoft's intellectual property (for example, trademarks, trade dress, domain names, trade secrets, copyrights or patents).
- Any claim made in small-claims court either in San Francisco County, California, in the city or country where You live, or some other place we both agree on, if it qualifies to be brought in that court.

If a party initiates an arbitration for a claim subject to these Exceptions to Agreement to Arbitrate, the other party can send a written notice to the opposing party requesting that claim to proceed outside of arbitration. After receiving this notice, You and Ubisoft agree to jointly request that the arbitration provider administratively close the case.

16.5 Legal Disputes: The Arbitration Process and Costs.

The American Arbitration Association (AAA) will administer any arbitration between You and Ubisoft, and the AAA's rules and procedures (including its Consumer Arbitration Rules, Commercial

Arbitration Rules, and Mass Arbitration Supplementary Rules, as applicable) will be used. To the extent that the provisions of this Terms of Use conflict with or are different from the AAA's rules and procedures, this Terms of Use shall govern. You can review the AAA's rules and procedures at www.adr.org/rules, or You can call the AAA at 1-800-778-7879. If the AAA is unable or unwilling to administer a dispute, either party can elect to have the arbitration administered by the Judicial Arbitration and Mediation Services Inc. ("JAMS") using its Streamlined Arbitration Rules and Procedures and, if applicable under Article 11.7, its Mass Arbitration Procedures and Guidelines, or by any other arbitral provider that You and Ubisoft consent to in writing. To initiate arbitration, a party must provide the other party and the AAA with a written Demand for Arbitration, as set forth in the AAA rules. The AAA provides applicable forms for Demands for Arbitration (« Commercial Arbitration Demand » and « Consumer Arbitration Demand »), and a separate affidavit for waiver of fees for California residents only is available at https://www.adr.org/media/zzrhoioe/waiver_of_fees_ca_only.pdf. An arbitration is deemed filed after all AAA filing requirements have been met, including the payment of filing fees. By submitting an arbitration demand, the claimant and its counsel represent that, as in court, they have complied with the requirements of Federal Rule of Civil Procedure 11(b). The arbitrator is authorized to impose any sanctions available under Federal Rule of Civil Procedure 11 on represented parties and their counsel.

Unless otherwise required by the arbitrator or mutually agreed by the parties, the parties and their counsel do not need to attend the arbitration in person and can conduct the arbitration by telephone or videoconference or based solely on written submissions. Any in-person arbitration will take place in the county in which the city or town You have entered as your residence sits, unless another location is mutually agreed by the parties. The arbitrator may award any form of individual relief available under the applicable law, and judgment on the arbitral award may be entered in any court of competent jurisdiction. Both You and Ubisoft have the right to request the arbitrator to put his or her decision or award, or his or her reasons for the decision or award, in writing. Payment of filing, administrative, and arbitrator fees and costs shall be governed by applicable AAA rules, except as follows:

- If your claim is for \$10,000 (USD) or less, Ubisoft is open to paying your filing, administration and arbitrator fees associated with the arbitration, upon request to the AAA. You must tell the AAA and Ubisoft of this request at the time You initiate the arbitration proceeding. This offer is not applicable if your claim is one of more than five (5) similar claims asserted against Ubisoft where representation is consistent or coordinated across the claims.
- If your claim is for more than \$10,000 (USD), and arbitration is too expensive for You to afford, Ubisoft will pay for as much of your part of the filing, administration and arbitrator fees as the arbitrator decides is necessary to make the arbitration affordable for you. You must tell the AAA and Ubisoft of this request at the time You initiate the arbitration proceeding. This offer is not applicable if your claim is one of more than five (5) similar claims asserted against Ubisoft where representation is consistent or coordinated across the claims.

If the arbitrator finds that either a claim or the relief sought are frivolous or were brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11), then the respondent may seek fee- and/or cost-shifting. You or Ubisoft may also seek to recover attorneys' fees and costs if permitted under the applicable law and rules governing the dispute.

16.6 Legal Disputes: Mass Arbitration Procedures.

The following batching process and the AAA Mass Arbitration Supplementary Rules shall apply when twenty-five (25) or more similar demands are asserted against Ubisoft and where representation of the claimants is consistent or coordinated across the cases. You and Ubisoft agree that throughout this process, the parties' counsel shall meet and confer to discuss modifications to these procedures as needed.

If Your claim is subject to this Article, and prior to the filing of Your demand with AAA, counsel for the claimants and counsel for the respondent shall each select five (5) cases (per side) to proceed as the first batch of individual arbitrations. Any remaining claims that have complied with the procedures in **Article 16.3** shall not be filed or deemed filed in arbitration, nor shall any arbitration fees be assessed in connection with those claims, until they are selected to be filed as part of this batching process. The limitations period(s) and filing fee(s) and deadlines for claims subject to this Article shall be tolled from the later of: (1) the date that You have complied with the procedures in **Article 16.3**, and (2) the date that the AAA filing requirements are satisfied for the first batch of claims under this Article, until the date the arbitration is closed.

At the outset of disputes under this Article, You and Ubisoft agree to delegate to a Process Arbitrator all matters listed as within the scope of a Process Arbitrator's authority under the AAA

Mass Arbitration Supplementary Rules, as well as disagreements concerning the validity, enforceability, and applicability of these terms, and any other matters that the parties mutually agree to delegate. To the extent permitted by law and applicable AAA rules, the parties also agree to hold joint case management conferences and joint hearings, and to the filing of joint briefs and other papers, before the Process Arbitrator, provided that each claimant is given the opportunity to raise and/or respond to any individualized issues specific to that claimant.

For disputes under this Article that proceed to a Merits Arbitrator, You and Ubisoft agree that a single arbitrator shall preside over each batch of cases. After decisions have been rendered in the first ten (10) cases, Ubisoft and all known claimants shall engage in a mediation. If the parties are unable to resolve the remaining cases through mediation, each side shall select another ten (10) cases (per side) to be filed and proceed to individual arbitration as part of a second batching process. The parties may agree in writing to modify the number of cases to be included at each stage of this process. After decisions have been rendered in this second batch of cases, Ubisoft and all known claimants shall engage in a second mediation. If the parties have not resolved the remaining disputes at the close of the second mediation, any claimant whose demand has not been adjudicated, or Ubisoft, may elect to opt out of the arbitration by providing notice to opposing counsel, and if the claimant or Ubisoft wishes to proceed with the claim they may file an individual, non-class action in court. For those claimants who do not opt out, their claims will proceed in arbitration in continued batches of up to one-hundred (100) demands. To increase the efficiency of administration and resolution of arbitrations, and as permitted by law and under the relevant rules and procedures, the arbitration provider shall: (i) designate a single arbitrator for each batch; (ii) provide for a single filing fee per side per batch; and (iii) allow joint case management conferences and joint hearings, and such other coordinated procedures as the arbitrator deems appropriate, while still providing each claimant with the opportunity to raise and/or respond to any individualized issues specific to that claimant. This batching process shall in no way be interpreted as authorizing class or representative arbitration or litigation of any kind. Ubisoft does not agree or consent to class arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims.

If any dispute arises between the general AAA consumer or commercial rules and the Mass Arbitration Supplementary Rules, the Mass Arbitration Supplementary Rules shall control. If an arbitration is administered by JAMS as set forth in **Article 16.5**, the parties shall follow, or adhere as closely as possible to the spirit of, the foregoing processes to the extent authorized by the applicable rules. A court shall have authority to enforce this Article and, if necessary, to enjoin a court or arbitral filing in violation thereof.

16.7 Modifications to Arbitration Agreement.

If Ubisoft makes any modifications to this arbitration agreement (other than to change its Notice Address), You may reject any such change by sending a personally signed, written letter to the Notice Address within thirty (30) calendar days of the changes with a clear statement that You wish to opt-out of changes to the arbitration agreement. Such written notice does not constitute an opt-out of arbitration altogether. By rejecting any future change, You are agreeing that You will arbitrate disputes with Ubisoft under the prior arbitration agreement.

17. Is there other information you need to know?

YES. See below the other general information governing these Terms. If you do not find the information you are looking for in these Terms, you may find it at <https://www.ubisoft.com/legal/>.

17.1 Titles and Headings. Titles and headings are for convenience only and do not control the meaning or interpretation of any provision of these Terms.

17.2 Modification of the Terms. We may revise these Terms at any time for security, legal, best practice and/or regulatory reasons. We will not use this right to make substantial changes to the Terms, affecting your rights, without giving you a chance to agree. If you do not agree to the changes made to these Terms, you shall terminate your Account as set out in Article 8.1. You should check for revisions to the Terms regularly as they are binding on you. Any use of the Services subsequent to revised Terms coming into force implies acceptance of the revised Terms.

17.3 Severance. If any court or competent authority finds that any provision of these Terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms shall not be affected. If any invalid, unenforceable or illegal provision of these Terms would be valid, enforceable and legal if some part of it was deleted, the provision shall

apply with the minimum modification necessary to make it legal, valid and enforceable to reflect our initial intentions.

17.4 No Waiver. Waiver of a right or remedy may be considered to have taken place only after the signing by us and you of a written statement to this effect. No failure or delay by us to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

17.5 Entire Agreement. In entering into these Terms, neither party has relied upon and does not rely on any statement, representation, assurance or warranty of any person other than as expressly set out in these Terms. These Terms and all rules or instructions published online concerning a Service contain the entire agreement between us and you with respect to the subject matter hereof and supersede and cancel any and all prior or contemporaneous agreements, representations, warranties and understandings, written or oral, with respect to the subject matter of the Terms.

17.6 Force majeure. We shall have no liability under these Terms if we are prevented from, or delayed in, performing our obligations or from carrying on our business by acts, events, omissions or accidents beyond our reasonable control, including, without limitation, strikes, failure of a telecommunications network, act of God, war, riot, pandemic, malicious damage, compliance with any law or governmental order, accident, fire, flood or default of sub-contractors.

17.7 Contact / Customer support. You can access these Terms at <https://ubisoft.com/legal>. For any question concerning these Terms, any Service or Content, you may contact us at: <https://www.ubisoft.com/help>. If you have any question about a specific Ubisoft mobile game, you can visit <https://ubisoft-mobile.helpshift.com/hc/en/>. We may also provide "Contact" buttons on our websites and web-based games.

THESE TERMS ARE APPLICABLE ONLY TO THE EXTENT AUTHORISED BY LAW.