



Granblue Fantasy Versus: Rising Terms of Service Agreement

Effective Date: November 27, 2023

The terms of this Service Agreement (hereinafter referred to as “this Agreement”) are for the “Granblue Fantasy Versus: Rising” games and service operated and provided by Cygames, Inc. (hereinafter referred to as “Cygames”) and includes the software, patches, downloadable content, applications and other content that need to be installed when using the “Granblue Fantasy Versus: Rising” service (together referred to as this “Service” or “the Service(s)"). Capitalized terms not defined in the text of this Agreement are defined in Article 1.

By using the Services, you (“Customer”) agree to be bound by the terms of this Agreement. If you do not agree with the terms of this Agreement, please do not use the Services.

Article 1 **Definitions**

The following terms are used in this Agreement.

1. The “Customer” refers to the user of the Service(s) provided under this Agreement.
2. An “Account” refers to the Customer’s information that is on file with Cygames and it is the identifier issued by Cygames to identify the Customer.
3. The “Individual Service Agreement” refers to the terms and conditions which are presented to each Customer, in addition to this Agreement, under names such as “agreement,” “guidelines” or “policy” and to which the Customer’s use of the Service(s) is also subject.
4. “Content” refers to the content that can be used, viewed and accessed through the Service and includes text, audio, music, images, videos, software, programs, codes, Customers’ usernames, and other proprietary information.
5. “Device” means the device (including hardware and peripherals such as home video game consoles and personal computers) with which the Customer uses the Services.
6. A “Fee-based Service” refers to a service or Content that requires the payment of a usage fee by the Customer.
7. “Game Items” mean virtual items that may only be used exclusively within the Service.

Article 2 **Consent to the Agreement**

1. The Customer’s use of the Service is subject to the Customer consenting to the terms and conditions of this Agreement and the Individual Service Agreement. The

Customer agrees to use the Service within the scope set forth by Cygames in accordance with the terms and conditions set forth by Cygames (e.g. age and usage environment).

2. In the event that the Customer does not consent to this Agreement or the Individual Service Agreement, the Customer shall not be entitled to use the Service, and shall immediately cease downloading, installing or using the Service. In the event that the Customer has already installed the Service(s), the Customer shall uninstall the Service(s).
3. In the event that an Individual Service Agreement has been established in relation to the Service, the Customer shall use the Service in accordance with the provisions of the Individual Service Agreement in addition to this Agreement.
4. In the event that there is a discrepancy in the content of this Agreement and the Individual Service Agreement, the content set forth in the Individual Service Agreement shall be applied in preference.
5. **THE CUSTOMER MUST BE AT LEAST AGE THIRTEEN (13) TO ACCESS OR USE THE SERVICE(S) OR CREATE AN ACCOUNT.** By accessing, using and/or submitting information to or through any of the Services, you represent that you are not younger than age 13.
6. For users at least 13 years of age but under the age of majority in the country where they live: **THE PARENT OR GUARDIAN MUST PROVIDE CONSENT TO THEIR CHILD'S REGISTRATION WITH OR USE OF THE SERVICES. THE PARENT OR GUARDIAN AGREES TO BE BOUND BY THIS AGREEMENT WITH RESPECT TO SUCH CHILD'S USE OF THE SERVICES.**
7. A person with parental authority for a minor accepts full responsibility for any unauthorized use of the Service(s) by that minor. A person with parental authority for a minor is responsible for any use of their credit card or other payment instrument (e.g. PayPal) by the minor.

Article 3 Changes to the Agreements and Disclaimers

1. Cygames reserves the right to amend this Agreement and/or the Individual Service Agreement (i) in the event that Cygames considers that amendments need to be made for legal reasons including any changes in laws, (ii) due to technical necessity, (iii) in order to maintain company operations, (iv) for the benefit of the user, and/or (v) if Cygames determines for any other reason, in its sole discretion, that such amendments are required.
2. Cygames shall inform the registered Customers about the proposed amendment via

its website or in-game messages, at least 30 days before the amendment is scheduled to take effect.

3. The Customer is entitled to object to any amendment of this Agreement or the Individual Service Agreement until the amendment becomes effective. Once the amendment becomes effective, the objecting Customer must immediately cease downloading, installing, and using this Service. In the event the objecting Customer has already installed the Service, the Customer shall uninstall the Service.
4. If the Customer does not expressly object to an amendment of this Agreement or the Individual Service Agreement or if the Customer uses the Service(s) again after the amended terms and conditions become effective, it shall be deemed that the Customer consents to this Agreement or the Individual Service Agreement as amended.

Article 4 **Handling of Personal Information**

Cygames shall handle the personal information obtained from the Customer in accordance with the “Privacy Policy”, as set forth separately by Cygames.

Article 5 **Limited License of Rights (e.g. Intellectual Property)**

1. The Service(s) are provided for the Customer’s enjoyment, and unless otherwise specified, solely for the Customer’s own personal use. Cygames hereby grants the Customer a personal, non-exclusive, non-transferable, non-sublicensable, limited license to access and use the Service(s) and any game or Content included thereunder for the Customer’s own non-commercial entertainment purposes, subject to the Customer’s complete compliance with this Agreement. The Customer acknowledges that the time spent on or using the Service(s), including and without limitation on any underlying game or Content, is solely for the Customer’s personal entertainment purposes, and that no monetary value can be attributed to such time, and that, except for the license granted herein, the Customer is not entitled under the law to use or have access to the Service(s) and/or the Content.
2. Between the parties, Cygames shall own all rights and titles in and to (i) the Content, including the text, software, images, programs, trademarks, logos, and any other features of the Content that is part of the Service(s), and (ii) all code, programming, and any associated patents or proprietary rights related to the Service(s) or the underlying game. This Agreement shall not transfer any rights (e.g. intellectual property rights) relating to the Service(s) to the Customer other than the right to access and use the Service(s) set out in Article 5(1). The Customer acknowledges

that Cygames' intellectual property contained within the Content and the Service(s) are valid and protected in all media existing now or developed later in the future, and acknowledges that the Customer does not acquire any ownership rights in or to the intellectual property.

3. Cygames does not grant the Customer any express or implied rights or licenses in or to the Service(s) and/or the Content other than what is expressly set forth herein. Furthermore, the Customer may not modify, copy, adapt, reverse engineer, de-compile or otherwise reduce to a human perceivable format, distribute, transmit, transfer, license or sublicense, publicly display, or sell in any form or by any means, in whole or in part, the Content.
4. Cygames reserves the right to modify, amend, and update the Content and the Service(s) at any time and for any reason. The Customer agrees that Cygames will not be liable to the Customer or any third party for any such modification, suspension, or termination.
5. Cygames reserves the right to set, create, and change at its discretion the specifications, rules, design, audiovisual expressions, effects, parameters, scenarios, and all other matters in the Content and the Service(s).
6. The Content contains copyrighted material, trademarks, and other proprietary information, including videos, comments, articles, information, catalogs, brochures, data, text, software, photos, and graphics. The Content is subject to copyrights owned by Cygames and other individuals or entities and is protected by copyright laws.
7. The names, trademarks, service marks, and logos of Cygames belong exclusively to Cygames and are protected from reproduction, imitation, dilution, or confusing or misleading use under trademark and copyright laws. All other trademarks, service marks, and logos (including third-party product names) are the property of their respective owners. The use or misuse of the trademarks is expressly prohibited and nothing stated or implied in connection with the Services grants you any license or right under any patent or trademark of Cygames or any third party.

Article 6 **Account and Password**

1. The Customer will ensure that any username selected for your Account does not include personal information, does not infringe on any third-party rights, and is not otherwise unlawful. Cygames reserves the right to refuse to grant the Customer a username for any reason, including if it potentially impersonates someone, is vulgar, is otherwise offensive, or may cause confusion. The Customer does not own any

rights to the username and Cygames reserves the right to change or delete any username, with or without prior notice to the Customer, at any time and for any reason in its sole discretion.

2. The Customer acknowledges that the Customer does not have any ownership or proprietary rights to the Account. The Customer cannot transfer, loan, or pass on any of the usage rights in this Service to a third party.
3. To create an Account, we may require or request that you provide us with certain information, including personal information. When you decide to provide Cygames with your information, you agree to: (a) provide accurate information about yourself as prompted by the Account registration process and (b) maintain and update your information to keep it accurate and current. If any information provided by you is untrue, inaccurate, not current, or incomplete, Cygames has the right to terminate your access to and use of the Services.
4. Cygames shall bear no responsibility or liability for any issue that arises as a result of a defect or mistake in the information registered by the Customer when the Customer uses this Service, and the Customer releases Cygames from all liability or responsibility for any actions taken which relate to the incorrect information. THE CUSTOMER IS SOLELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF THEIR USERNAME AND PASSWORD AND ALL ACCESS TO AND USE OF THEIR ACCOUNT OR GAME ITEMS.
5. The Customer shall take all appropriate safety measures against the unauthorized use of the Account by any third party with reasonable care.
 - (1) The Customer shall in particular:
 - safeguard the confidentiality of the Account's username and password in particular when using national or international media, private correspondence, social media, or a service on the Internet; this entails among others that the Customer shall:
 - not communicate their username or password to any third party;
 - only keep, if at all, encoded and separate written records of the username and the password, and keep those separate records in places protected against the access by any third party;
 - change the password at regular intervals, at least once a year;
 - secure access to the hardware with which the Customer accesses the Service (i.e. by implementing further passwords necessary to unlock the hardware, which again the Customer shall safeguard in the ways described in this Agreement);

- safeguard any credit cards or other payment instruments (e.g. Paypal) which the Customer uses to effect payment for the Services against any unauthorized use by third parties;
 - in case the Customer has parental authority over a minor,
 - restrict the minor's use of the Customer's Account and
 - monitor, on a regular basis, that the minor does not use the Customer's Account in spite of the prohibition to do so.
- (2) If the Customer breaches the obligations of this Agreement, he or she shall be liable according to the statutory damage claims and other claims permitted under relevant laws and regulations.
6. Cygames shall consider any acts performed by the Customer or by a third party on the Customer's Account as the Customer's own acts if the third party was able to use the Customer's Account due to the Customer's permission or fault. The Customer acknowledges that it is the Customer's own responsibility to ensure that the information registered by the Customer when using the Service is not used in an unauthorized manner by a third party. It is the Customer's responsibility to resolve any issue that arises as a result of the Customer releasing their Account details to a third party, whether by using national or international media, private correspondence, social media, a service on the Internet, or any other method. The Customer acknowledges that Cygames shall bear no responsibility for any such misuse.
7. As between the parties, the Customer shall bear all liability and responsibility for any acts performed in the Services through the Customer's Account and username by the Customer or by a third party on the Customer's Account and username as the Customer's own acts if the Customer could have prevented the use of the Account by applying reasonable care and in particular by complying with the obligations of this Agreement.
8. If the Customer violates this Agreement and does not comply with a warning notice, Cygames reserves the right to delete or suspend the Customer's Account and information associated with the Customer's Account. All of the Customer's usage rights in this Service shall cease to exist when the Account is suspended, deleted, or revoked, regardless of the reason.

Article 7 **Provision of Service**

1. Cygames reserves the right to change, suspend or terminate at its discretion the Service(s) and all the services provided using this Service. A complete termination

of the Service(s) will be announced (e.g. by its website or in-game message) by Cygames six weeks before such termination takes effect, unless exceptional circumstances or legal requirements make such an announcement impossible.

2. If this Service is terminated under the preceding paragraph, the Customer cannot access the Customer's Account once the Service(s) are terminated.
3. The Customer is not entitled to a refund, return, or other repayment in circumstances where there has been a cancellation by the Customer of the Fee-based Services other than to the extent that any such refund, return, or other repayment is required by applicable laws or regulations.
4. Notwithstanding any provision to the contrary herein, the Customer agrees that the Customer has no right or title in or to any Content, or Game Items, whether earned in the game or purchased from Cygames, or any other attributes associated with an Account or stored on the Service(s). **THE CUSTOMER AGREES THAT GAME ITEMS HAVE NO CASH VALUE AND THAT CYGAMES HAS NO OBLIGATION TO EXCHANGE GAME ITEMS FOR ANYTHING OF VALUE. IF THE CUSTOMER'S ACCOUNT IS TERMINATED, OR SUSPENDED, GAME ITEMS AND THE ACCOUNT SHALL HAVE NO VALUE.** Game Items may not be transferred, licensed, or sold.
5. Cygames reserves the right to charge fees for (or to provide at no charge or for promotion) the right to use Game Items.
6. To the extent that it is inconsistent with the laws or regulations, Cygames has the right to modify or eliminate Game Items as it sees fit and in its sole discretion, and it will only be liable to the Customer for the exercise of such rights in cases of willful misconduct and gross negligence.

For residents of France, Germany, Spain, Italy, and the United Kingdom, please refer to the special provisions for such residents in Article 24.

Article 8 **Advertisements**

Cygames shall reserve the right to post the advertisements of Cygames or a third party in this Service at the discretion of Cygames.

Article 9 **Fees and Expenses**

1. The costs pertaining to the purchase, introduction, and maintenance of a Device, the communication fees (e.g. Data usage fees), and all other expenses necessary while using this Service shall be borne by the Customer. The Customer will pay all fees or

charges incurred through its Account, including applicable taxes at the time that the fee becomes payable.

2. Cygames may change the price for functions that are free or fee-based in this Service at its sole discretion. Cygames may not inform the Customer if the price is to be decreased, but shall inform the Customer in advance if Cygames charges new fees for the functions which have been free before. The Customer shall be entitled to withdraw from the Agreement or, if applicable, terminate the affected Service if the Customer does not accept the new price. **THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THE CUSTOMER IS FULLY LIABLE FOR ALL FEES AND CHARGES INCURRED OR MADE THROUGH THE ACCOUNT AND THAT, UNLESS OTHERWISE PROVIDED FOR HEREUNDER OR UNDER APPLICABLE LAW, THERE ARE NO REFUNDS FOR FEES AND CHARGES INCURRED OR MADE THROUGH THE CUSTOMER'S ACCOUNT.**
3. The Customer hereby acknowledges and consents to the fact that it may no longer be possible to use part or all of this Service if the Customer does not consent to changes to pricing for functions.

Article 10 **Fee-based Services**

1. It shall be possible to use the Service (except Fee-based Services) for free, but the Customer may decide to use additional Fee-based Services.
2. Fee-based Services can only be used as long as the Service(s) are provided. After the termination of the Service(s), the Customer cannot continue to use any Fee-based Services.
3. The pricing of the Fee-based Services shall be described before any purchase can be made. The price for the desired Fee-based Services will be shown in Euros, US dollars, or in another currency applicable to the Customer's region. Cygames or a settlement agency (including but not limited to an intermediary platform holder) will have the right to amend or change the prices prospectively. If a price determined by Cygames or a settlement agency is amended, the amended price shall be displayed.
4. Customers can purchase Fee-based Services by selecting the desired Fee-based Services, selecting the desired payment method, and press the relevant button to confirm their intention to purchase the Fee-based Service, and which concludes the purchasing process.
5. The payment options may vary according to the Customer's region and the technical feasibility of the payment options available in the market.

6. The money will be collected via the respective platform as specified at the point of purchase.
7. Statutory interest shall accrue in instances of default.
8. The Customer shall not be able to transfer items obtained in a Fee-based Services to another Account or sell or transfer their Account.
9. If a minor uses such Fee-Based Service(s) under the Account of an adult, valid power of representation and the consent of such adult shall be required in order for the minor to use the Service(s) (including their consent to this Agreement, to the paragraphs in this article, and to the Individual Service Agreement) and only they shall be the contractual party of Cygames, bound by this Agreement.
10. If a minor of the age of 13 or above uses the Service, the consent of a legal representative such as a parent is necessary for all use of the Service, including use of Fee-based Services such as purchase of items and services (including consent to this Agreement and Individual Service Agreements).
11. If a Customer who was a minor at the time of entering this Agreement or an Individual Service Agreement uses the Service after reaching adulthood, the Customer is deemed to have consented to all agreements relating to the use of the Service through the continued use of the Service.

Article 11 **Prohibitions**

1. The Customer shall not commit any of the following acts in the Service. In addition, the Customer is prohibited from instructing, instigating, or coercing a third party to commit such acts.
 - (1) Using the Service(s) in a manner that violates this Agreement or violates any applicable law or regulation.
 - (2) Committing fraud (including computer fraud), obstructing business, intentionally interfering with the Service(s) or fair play, committing unauthorized access, bullying, distributing pornographic or inappropriate images, committing other illegal acts, and acts that lead, or may lead, to a violation of the law.
 - (3) Infringing on the ownership rights and other property rights, including but not limited to the copyright, publicity rights, other intellectual property rights, image rights, and other personal rights of Cygames or a third party.
 - (4) Making discriminatory, slanderous, libelous (or otherwise defamatory), or offensive statements.

- (5) Posting, writing, or uploading any content that includes expressions or content which harass, degrade, or abuse a third party, or which is otherwise inappropriate to a third party.
- (6) Posting, writing, or uploading violent or grotesque content, such as violent or grotesque photographs.
- (7) Stalking, relentlessly pursuing, sending large volumes of messages, or other similar acts contrary to the will of other Customers in a manner which can harass or intimidate them.
- (8) Posting links to adult sites, dating sites, and similar sites, and attempting to induce encounters with other people.
- (9) Acquiring, disclosing, falsifying, or leaking (or committing acts that may result in the acquisition, disclosure, falsification, or leak of) information that can identify individuals (e.g. names, titles, telephone numbers, e-mail addresses, and addresses), non-public information, trade secrets, or confidential information without the permission of the rights holder or the person, company, or group to which the information relates.
- (10) Impersonating Cygames or a third party, and registering or posting false information.
- (11) Committing unauthorized access or acts with the intent of misleading Cygames or a third party.
- (12) Advertising, announcing, soliciting for, and carrying out transactions in pyramid schemes, multi-level marketing systems, network businesses, and other transactions similar to a chain structure related to the Service(s) or Content.
- (13) Committing acts which relate to the Service(s) or Content and are intended to make a profit without the consent of Cygames.
- (14) Trading the Game Items, and similar things for profit with real-world cash, property, or other assets (so-called "real money trade"), as well as performing any preparatory acts, including inducing another to trade, making offers to trade, or accepting offers to trade, regardless of whether such actions occur inside or outside this Service.
- (15) Acquiring in an unauthorized manner the various contents provided by Cygames through this Service (including, but not limited to, contents and items provided in the Fee-based Services), hereinafter referred to as "In-service Content", or committing acts that facilitate the unauthorized acquisition of In-service Content.

- (16) Transferring to a third party or allowing a third party to use an Account, In-service Content, or part or all of the rights and benefits available to the Customer in this Service in exchange for cash or other assets, and advertising, announcing, or soliciting such exchanges.
 - (17) Inducing others to commit suicide or hurt themselves.
 - (18) Inducing others to commit antisocial behaviors.
 - (19) Providing links with the intention of promoting an act which is prohibited under this paragraph.
 - (20) Facilitating the raising of a ranking of a user or acquiring prizes in the Service by intentionally disconnecting the network during online play or repeatedly losing to certain other users.
 - (21) Committing other acts which may be judged to be inappropriate by Cygames.
2. The Customer shall not commit any of the following acts, or similar acts, which may hinder or disturb the operation of the Service, regardless of whether such acts are committed inside or outside of the Service. In addition, the Customer is prohibited from instructing, instigating, or coercing a third party to commit such acts. They are prohibited from doing the following, *inter alia*:
- (1) Attempting to use (in a manner that is not authorized), operate, or change the data in the System.
 - (2) Using the Service(s) in a manner that (i) overburdens the System, (ii) sends anything that contains a virus or other code intended to do harm, (iii) uses a bot or script to scrape the Service(s) or Content, (iv) uses any game cheat or hack, or (v) uses other technical measures not provided by Cygames.
 - (3) Replicating, transmitting, transferring, renting, translating, adapting, or altering the Service or combining the Service with other software.
 - (4) Deleting or changing the copyright notices attached to this Service or other rights notices.
 - (5) Framing or mirroring any part of the Services without Cygames' written permission.
 - (6) Using, creating, distributing, or selling external tools that have an impact on this Service.
 - (7) Transmitting identical or similar messages to a large number of Customers or transmitting messages to any individual Customer multiple times (unless permitted by Cygames).
 - (8) Exchanging the right to use the Service(s), or any Content, or any of the rights contained in the Service(s) (or Content) for cash, property, labor, or other

economic benefit or transferring, sublicensing, or otherwise disposing of such rights (except in a manner which is permitted by Cygames).

- (9) Committing acts that interfere with the System used as part of this Service.
 - (10) Using the Account of another Customer.
 - (11) Claiming to be, hinting to be, or suggesting to be in affiliation with or otherwise impersonating an affiliation with Cygames, an affiliate company, or a related person.
 - (12) Sharing an Account between multiple people without the consent of Cygames.
 - (13) Accessing this Service with a Device that has been modified (e.g. rooted or jailbroken).
 - (14) Altering, damaging, disassembling, decompiling, or reverse engineering this Service.
 - (15) Making unreasonable inquiries or requests to Cygames (e.g. unnecessarily repeating a question or similar questions).
 - (16) Intentionally utilizing malfunctions or bugs of this Service.
 - (17) Intentionally inducing malfunctions or bugs of this Service.
 - (18) Using this Service for purposes not intended by Cygames.
 - (19) Committing any other equivalent or similar act that interferes with, hinders, or damages, or may interfere with, hinder, or damage the operation of this Service by Cygames or the use of this Service by another Customer.
3. If Cygames suspects that (i) the Customer has committed, or may commit, a prohibited act, (ii) the Customer admits to committing a prohibited act, or (iii) Cygames determines the Customer's use of this Service is inappropriate, Cygames, in its sole discretion, shall reserve the right to take the following measures.
- (1) Requesting that the Customer stops the prohibited act and does not undertake any similar acts.
 - (2) Revoking items or similar things acquired by the Customer and taking other punitive measures in this Service.
 - (3) Stopping part or all of the Customer's use of the Service.
 - (4) Stopping or deleting the Customer's Account.
 - (5) Revoking the rights obtained through prohibited acts.
 - (6) Disclosing inside and outside the Service the relevant facts of the prohibited acts, including making a report to the police or another public agency in a criminal case, administrative case, or other case that may correspond to this.
 - (7) Taking other equivalent measures determined by Cygames to be necessary and appropriate.

4. Cygames shall reserve the right not to provide services, including the Service, to a Customer whose Account has been deleted under the preceding paragraph 3. Cygames may store personal information to the extent necessary to take such measures.

Article 12 **Limitations of the Services**

1. The Services and any information and materials provided on or through the Service(s), including without limitation, Game Items, Content, and any other data, text, pictures, graphics, audio, video, icons, games, software, and upgrades for use in games or on or through the Service(s) ARE PROVIDED "AS IS". The Customer shall use the Service under the Customer's own responsibility and judgment. Cygames provides no guarantees in regards to the precision, completeness, accuracy, validity, applicability, usefulness, or availability of the Service, as further detailed in this Article and Article 13. Moreover, Cygames shall provide no guarantees in regards to the suitability of the Service for use by the Customer or on the Device used by the Customer (including recommended Devices and Devices indicated as having the recommended environment within the Service).
2. Cygames provides no guarantee that it will be possible for the Customer to access or use the Service at the time or place of the Customer's choosing or that the Service shall be without interruption or error.
3. Cygames provides no guarantees in regards to the legality, integrity, safety, accuracy, or compliance with public morals of any third-party website that can be accessed through a link from the Service.
4. Cygames provides no guarantees in regards to products and services other than the Service provided by a third party that is provided in relation to the use of the Service.

Article 13 **Disclaimers of Warranties & Limitation of Liability**

1. CYGAMES' SERVICES AND THE CONTENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CYGAMES AND ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, AND AGENTS, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

CYGAMES AND ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, AND AGENTS DO NOT WARRANT THAT THE CUSTOMER'S USE OF THE SERVICES AND THE CONTENT, INCLUDING WITHOUT LIMITATION ANY PRODUCTS OR SERVICES AVAILABLE THROUGH THE SERVICES, WILL BE UNINTERRUPTED, ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. NO OPINION, ADVICE, OR STATEMENT OF CYGAMES OR ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, AGENTS, MEMBERS, OR VISITORS, WHETHER MADE IN ASSOCIATION WITH THE SERVICES OR CONTENT, SHALL CREATE ANY WARRANTY.

2. CYGAMES SHALL NOT, UNDER ANY CIRCUMSTANCES, PROVIDE A RETURN OR REFUND FOR THE CONVENIENCE OF THE CUSTOMER OF MONEY THAT HAS BEEN PAID BY THE CUSTOMER OTHER THAN TO THE EXTENT THAT SUCH A RETURN OR REFUND IS REQUIRED BY APPLICABLE LAW/REGULATIONS.
3. CYGAMES SHALL NOT, UNDER ANY CIRCUMSTANCES, BEAR RESPONSIBILITY FOR DAMAGES IN REGARDS TO ANY DAMAGE SUFFERED AS A RESULT OF THE CUSTOMER APPLYING ALTERATIONS, MODIFICATIONS, OR TECHNICAL CHARACTERISTICS TO THE HARDWARE OR SOFTWARE OF ANY DEVICES AND THEN NOT BEING ABLE TO PROPERLY USE THIS SERVICE. IN ADDITION, CYGAMES SHALL HAVE NO RESPONSIBILITY TO PROVIDE ANY HELP OR ASSISTANCE TO REINSTATE THE USE OF THIS SERVICE IN SUCH AN EVENT.
4. CYGAMES SHALL NOT, UNDER ANY CIRCUMSTANCES, BEAR RESPONSIBILITY FOR ANY DAMAGES SUFFERED AS A RESULT OF THE CUSTOMER PERSONALLY LOSING OR FORGETTING REGISTERED INFORMATION. IN ADDITION, CYGAMES SHALL PROVIDE ABSOLUTELY NO HELP TO REINSTATE THE USE OF THIS SERVICE IN SUCH AN EVENT. THE SAME SHALL ALSO APPLY IN THE EVENT THE CUSTOMER LOSES ANY REGISTERED INFORMATION DUE TO UNAUTHORIZED USE, LOSS, THEFT, FAILURE, OR ANY OTHER REASON IN REGARDS TO THE DEVICE USED IN THIS SERVICE. CYGAMES SHALL RESPOND TO INQUIRIES, IDEAS FOR IMPROVEMENT, OTHER SUGGESTIONS AND FEEDBACK FROM THE CUSTOMER PERTAINING TO THIS SERVICE UNDER ITS OWN DISCRETION AND JUDGMENT WITHOUT OBLIGATION TO PROVIDE A REPLY OR ANY KIND OF SUPPORT. CYGAMES MAY PROVIDE SUPPORT TO THE CONTENT OF INQUIRIES, IDEAS, SUGGESTIONS, FEEDBACK, AND SIMILAR FROM

THE CUSTOMER. HOWEVER, THIS SHALL NOT BE INTERPRETED AS AN OBLIGATION TO PROVIDE INDIVIDUAL ANSWERS, REPORTS, OR FINANCIAL COMPENSATION TO THE CUSTOMER.

5. CYGAMES SHALL NOT, UNDER ANY CIRCUMSTANCES, BEAR RESPONSIBILITY TO REPAIR BUGS OR SIMILAR IN THIS SERVICE AND SHALL BEAR NO OBLIGATION TO REFORM OR IMPROVE THIS SERVICE.
6. CYGAMES AND ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, AND AGENTS, SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY DAMAGES (INCLUDING WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES; DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA, OR LOST PROFITS; OR DAMAGES FOR WRONGFUL DEATH/PERSONAL INJURY) RESULTING FROM A CUSTOMER'S USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT CYGAMES IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH CYGAMES IS TO DISCONTINUE YOUR USE OF THE SERVICES. UNDER ANY CIRCUMSTANCES, THE MAXIMUM LIABILITY TO CYGAMES AND ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS AND AGENTS FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL BE THE TOTAL AMOUNT PAID BY THE CUSTOMER TO CYGAMES IN THE PRECEDING TWELVE (12) MONTHS.
7. NO COMMUNICATION OF ANY KIND BETWEEN THE CUSTOMER AND CYGAMES CONSTITUTES A WAIVER OF ANY LIMITATIONS OF LIABILITY HEREUNDER OR CREATE ANY ADDITIONAL WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

Article 14 **Termination**

1. Cygames may revoke the Customer's license and terminate the Customer's access to and use of the Service(s) and the Account for any violation of this Agreement and may delete the Customer's Account, and any Game Items associated therewith. If Cygames revokes the Customer's license and terminates the Customer's access to and use of the Service(s) and the Account, Cygames will not have any liability to the Customer for any time spent by the Customer or for any Game Items acquired by the Customer. If the Customer terminates the Service, all outstanding financial

obligations owed by the Customer to Cygames shall be fulfilled immediately by the Customer. If the Customer dies, the Account will be terminated.

2. Cygames shall bear no obligation to retain any information (e.g. personal information) of a Customer or Account if the Customer's Account has been terminated.

Article 15 **Indemnity**

The Customer agrees to reimburse Cygames for all damages resulting from the violation of this Agreement. The Customer releases Cygames from any third-party claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees and court costs) that third parties may incur as a result of or arising from the Customer's violation of (i) this Agreement; (ii) any law or regulation; or (iii) a third party's proprietary or intellectual property right.

Article 16 **Prohibition on the Transfer of Rights and Obligations**

You shall not resell or assign your rights, duties, or obligations under this Agreement, and any attempted assignment or delegation will be void and of no force or effect whatsoever. This Agreement may be automatically assigned by Cygames, in our sole discretion, to a third party, and such an assignment will inure to the benefit of our successors, assigns, and/or licensees. Without limiting the foregoing, we may sell, transfer or otherwise share some or all of our assets with any parent company, subsidiary, joint venture, and any company under our common control, as well as with a potential acquirer, lender, or investor, including in connection with a merger, reorganization, or sale of assets, or in the event of bankruptcy.

Article 17 **PlayStation® Supplemental Terms**

This Article is supplementary to, and incorporated into as a part of, the terms of this Agreement for the Customer who uses the Service in products or services provided by Sony Interactive Entertainment Inc., Sony Interactive Entertainment America, or Sony Interactive Entertainment Europe Limited (hereinafter collectively referred to as "SIE Group Companies"). As for item (5) and item (6) of this Article, item (5) shall be applied if the Customer is a resident of Sony Interactive Entertainment America's service territory, and item (6) shall be applied if the Customer is a resident of Sony Interactive Entertainment Network Europe Limited's service territory. In addition, the provisions

of each of the following items shall be applied preferentially insofar as the content thereof conflicts with the content of the other terms of this Agreement.

- (1) This Agreement is between Cygames and the Customer, not between SIE Group Companies and the Customer.
- (2) Cygames is solely responsible for the Service.
- (3) The license stipulated in the provisions of Article 5 is limited to the Customer's use of the Service on a PlayStation® console owned or managed by the Customer or other systems provided by PlayStation™Network.
- (4) SIE Group Companies are a third-party beneficiary of this Agreement.
- (5) Purchase and use of items are subject to the Network Terms of Service and User Agreement. This online service has been sublicensed to you by Sony Interactive Entertainment America.
- (6) Any content purchased in an in-game store will be purchased from Sony Interactive Entertainment Network Europe Limited ("SIENE") and be subject to PlayStation™Network Terms of Service and User Agreement which is available on the PlayStation™Store. Please check usage rights for each purchase as these may differ from item to item. Unless otherwise shown, content available in any in-game store has the same age rating as the game.

Article 18 Validity of This Agreement

1. Except as described in Article 20, if any part of this Agreement or the Individual Service Agreement is or becomes invalid or unenforceable, the rest of this Agreement and the Individual Service Agreement shall continue to apply and be binding, and any invalid or unenforceable term will be substituted with a valid and enforceable term that reflects Cygames' intent as closely as possible.
2. This Agreement and the Individual Service Agreement comprise the entire agreement between parties relating to the subject matter, and (except in the case of fraud or a fraudulent misrepresentation) supersedes all prior understandings of the parties relating to the subject matter of this Agreement and/or the Individual Service Agreement, whether those prior understandings were electronic, oral, or

written, or whether established by custom, practice, policy, or precedent, between the parties.

3. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to a subsequent or similar breach or breaches. If Cygames does not exercise or enforce any legal right or remedy which is contained in this Agreement or the Individual Service Agreement (or which Cygames has the benefit of under any applicable law or regulation), such action or inaction shall not be taken to be a formal waiver of Cygames' rights, and all such rights or remedies shall still be available to Cygames. Any waiver must be in writing and signed by both parties to be legally binding.

Article 19 **Force Majeure**

Cygames is not and shall not be liable for any failure to perform its obligations hereunder due to external, unforeseeable, and irresistible circumstances, such as changes or problems caused by natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, network infrastructure failures (including network infrastructure failures related to the platform on which the service(s) is provided), strikes, pandemics (including government requests relating to a pandemic), or shortages of transportation facilities, fuel, energy, labor, or materials.

Article 20 **Governing Law and Jurisdiction**

Before bringing a formal legal case, the Customer should contact Cygames' Customer Support team. Most disputes can be resolved that way. This Agreement shall be governed in all respects by the laws of Japan. The Customer agrees that any claim or dispute the Customer may have against Cygames must be resolved exclusively by the Tokyo District Court in Japan. The UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded. The mandatory provisions of the region in which the user resides in shall remain unaffected by this choice of law.

For residents of the United States, the following shall apply in place of Article 20:

Please note, the arbitration provision set forth below requires you to arbitrate any claims you may have against us on an individual basis. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY.

New Jersey's Truth-in-Consumer, Contract, Notice, and Warranty Act

Under the New Jersey Truth-in-Consumer Contract, Warranty, and Notice Act ("TCCWNA"), N.J.S.A., consumers may not be offered any written contract which includes any provision that violates any clearly established legal right of a consumer, or responsibility of a seller, as established by New Jersey or federal law. Further, under the TCCWNA, no consumer contract may state that any of its provisions are or may be void, unenforceable, or inapplicable in certain jurisdictions without specifying whether such provisions are or are not void, unenforceable, or inapplicable in New Jersey. As such, please note the following:

- The limitations of liability and waiver of damages in Article 13(6) are not applicable to New Jersey residents.
- The indemnification requirement in Article 15 is not applicable to New Jersey residents.
- The provisions limiting a Customer's right to a return or refund in Articles 7(3), 7(6), 9(2), and 13(2) are applicable to New Jersey residents.

Disputes and Agreement to Arbitrate

This Agreement is governed by the laws of Japan, without resort to its conflict of laws principles. You further agree that any disputes or claims not subject to the arbitration provision discussed below shall be resolved by Tokyo District Court and you agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement.

By using Cygames Services, you and Cygames agree that, if there is any controversy, claim, action, or dispute arising out of or related to your use of our Services, or the breach, enforcement, interpretation, or validity of this Agreement or any part of it ("Dispute"), both parties shall first try in good faith to settle such Dispute by providing written notice to the other party describing the facts and circumstances of the Dispute and allowing the receiving party 30 days in which to respond to or settle the Dispute.

Notice shall be sent:

(1) to Cygames through: the e-mail(service_info@cygames.co.jp), or

(2) to the customer at: the contact details provided separately by the customer.

Both you and Cygames agree that this dispute resolution procedure is a condition precedent that must be satisfied before initiating any litigation or filing any claim against the other party.

IF ANY DISPUTE CANNOT BE RESOLVED BY THE ABOVE DISPUTE RESOLUTION PROCEDURE, YOU AGREE THAT THE SOLE AND EXCLUSIVE JURISDICTION FOR SUCH DISPUTE WILL BE DECIDED BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY. Other rights that you and we would have in court will not be available or will be more limited in arbitration, including discovery and appeal rights. All such Disputes shall be exclusively submitted to JAMS (www.jamsadr.com) for binding arbitration under its rules and before one arbitrator to be mutually agreed upon by both parties. The JAMS rules that will apply are the rules in effect at the time the arbitration takes place.

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising under or relating to the interpretation, applicability, enforceability, or formation of this Agreement, including any claim that all or any part of this Agreement is void or voidable.

The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16).

Article 21 **Third party rights**

This Agreement is between the Customer and Cygames. No other person shall have any rights to enforce any of its terms.

Article 22 **No Waiver**

If Cygames does not insist immediately that the Customer does anything required under this Agreement, or if Cygames delays in taking steps against the Customer in respect of breaking this contract, that will not mean that the Customer does not have to do those

things and it will not prevent Cygames from taking steps against the Customer at a later date. For example, if the Customer misses a payment and Cygames does not chase you but continues to provide the Service(s), Cygames can still require the Customer to make the payment at a later date.

Article 23 No Agency

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created between the Customer and Cygames by this Agreement.

Article 24 Consumer's Rights

For residents of California, the following shall apply:

Under California Civil Code Section 1789.3, residents of California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Service(s) of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California, 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

For residents of South Korea, the following shall apply:

Refund of Fee-based Services

1. Notwithstanding Articles 7(3) and 13(2), the Customer may cancel any Fee-based Service and demand a refund within seven (7) days from the purchase date or the start date of the Fee-based Service; provided, however, the Customer will not be entitled to a refund in any of the following cases:

1. the product is lost or damaged due to a cause attributable to the Customer;
2. the Customer has used or partially consumed the product;
3. the resale of the product is difficult due to the passage of time;
4. the packaging of a reproducible product is damaged; or
5. any other reason stipulated by law to ensure the secure transaction of the product.

In the event that the Customer may not cancel a Fee-based Service for reasons 2 through 4 above, Cygames shall take measures to ensure that the Customer is not blocked from exercising the cancellation right by clearly indicating such fact on the product's packaging or another location that is easily noticeable by the Customer, or providing a

test sample of the product to the Customer.

2. Notwithstanding the provision above, if the contents of the Fee-based Service are different from the labeling, advertisement, or terms of the agreement, the Customer may cancel a Fee-based Service within three (3) months of the purchase date or start date of the Fee-based Service, or thirty (30) days from the date in which the Customer realizes or could have realized a discrepancy.

3. In the event the Customer cancels any Fee-based Service, Cygames shall immediately withdraw/delete the Fee-based Service and refund the payment for the Fee-based Service made by the Customer within three (3) business days of withdrawal/deletion; provided, however, if any of the cancelled products or Services have been already used or consumed in part by the Customer, Cygames may only refund the amount remaining after deducting the value of the Fee-based Service that has already been used or consumed by the Customer.

For residents of France, Germany, Spain, Italy, and the United Kingdom, the following shall apply:

Right to Withdrawal and Instructions for the Right to Withdrawal

You have the right to withdraw from any purchase within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day you enter the contract for any purchase.

To exercise the right to withdrawal, you must inform us of your decision to withdraw from the contract with a clear statement (e.g. a letter sent by mail, fax or email). You may use the Model Withdrawal Form below, but it is not obligatory. We will confirm the receipt of your withdrawal without undue delay on a durable medium.

To meet the withdrawal deadline, it is required of you to send your request concerning the exercise of your right to withdrawal before the withdrawal period has expired.

Effects of Withdrawal

If you withdraw from any purchase, you will still need to pay for any services provided

up to the time you withdraw but we will reimburse you for the balance of all payments we have received from you for the purchase after deducting such amount.

We will make the reimbursement without undue delay and no later than 14 days after the day on which we are informed about your decision to withdraw from this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

Early Expiration of the Right to Withdrawal

In relation to purchase of Game Items, the right to withdrawal expires if you commence using the Game Items after you have expressly consented to such commencement prior to the expiry of the withdrawal period, and you have acknowledged that by this consent you lose your right to withdraw.

Model Withdrawal Form

(If you want to withdraw from the contract, please complete and return this form.)

- To [here the trader's name, geographical address and email address are to be inserted by the trader]: [..]

I hereby give notice that I withdraw from my contract [for the supply of the following digital content/for the provision of the following service]:

- Ordered on:

- Name of Customer(s):

- Address of Customer(s):

- Signature of Customer(s) (only if this form is notified on paper):

- Date:

The following shall also apply for residents of France, Germany, Spain, Italy, and the United Kingdom:

- The limitations of liability and waiver of damages in Article 13(6) are not applicable.
- Notwithstanding Articles 12(1) and 13(1) and subject to certain exceptions,
 - (i) under applicable consumer law, the Customer may be entitled to a refund if Services are not as described or of satisfactory quality; and
 - (ii) under applicable consumer law, the Customer may be entitled to a repair of the Device or compensation if the Customer can show the fault of Services has damaged the Device and Cygames did not use reasonable care and skill.
- Article 20 shall not prohibit the Customer from bringing a claim or dispute against Cygames in the country of the Customer's habitual residence.