

END USER LICENSE AGREEMENT for Dying Light 2: Stay Human

hereinafter referred to accordingly as the “**License Agreement**” and the “**Program**”.

Note to the User

Very important: Read this document before you start using the Program. By clicking to accept this License Agreement, you agree that you have read the following License Agreement and accept its conditions. This License Agreement constitutes an official and legally binding agreement concluded between you (the “**User**” or “**you**”) and Techland S.A. with its seat in Wrocław, address: ul. Jana Szczyrki 11, 54-426 Wrocław, Poland, registered in the register of entrepreneurs of the National Court Register maintained by the District Court Wrocław - Fabryczna in Wrocław, VI Economic Division of the National Court Register under KRS number 0000889260, tax identification number (NIP): 6222468959, statistical number (REGON): 251546820 (“**Techland**”). This document is also supplemented by Techland’s privacy policy, which explains how Techland uses your personal information (<https://techland.pl/privacy-policy>). This License Agreement shall also apply to Techland’s legal successors and permitted assignees.

IF YOU ARE A U.S. USER, ALL DISPUTES MUST BE RESOLVED THROUGH ARBITRATION, RATHER THAN BY A JURY TRIAL, AND ANY RIGHTS TO SEEK RESOLUTION THROUGH A CLASS ACTION ARE WAIVED.

Preamble

This License Agreement sets the terms regarding your use of the Program. Parties to this License Agreement are: the end User of the Program and Techland. By clicking to accept this License Agreement, the User becomes a party to this License Agreement.

1. Grant of License

The User is granted the personal, limited, revocable, non-exclusive and non-assignable license to run the Program on one device (for example a computer or a console), operating independently, belonging to the User or in the User’s possession. The Program is intended for non-commercial use. The User does not have the right to make any changes to or translate the Program or its documentation without the prior written consent of Techland. To prevent unauthorised use, some of Techland’s products may be protected with an unlock code or require a security key. In such a case, the security key remains the property of Techland for the duration of the License Agreement.

2. Refunds

If you are resident in the European Union or the European Economic Area or the United Kingdom:

Subject to the terms of any applicable device/platform via which you access the Program: purchase of the Program, Virtual Goods and/or of Virtual Currency (as defined below) constitutes an agreement for the supply of digital content not supplied on a tangible medium. Our performance begins immediately when your account is provided with access to the relevant Program, Virtual Goods and/or Virtual Currency. You are always requested at the time of purchase to expressly consent to immediate performance and acknowledge that you lose your right of withdrawal.

If you are resident elsewhere in the world outside the European Union or the European Economic Area or the United Kingdom:

Subject to the terms of any applicable device/platform via which you access the Program: all purchases are final and no refunds will be made or returns accepted.

3. Copying of the Program

The User may not copy the Program and the documentation related to it. Moreover, the User may not, in any way, share, distribute, or publicly display the Program without the prior written consent of Techland.

The Program is equipped with a third party software prohibiting from copying the Program and other anti-tampering and anti-piracy solutions (“Third Party Software”). The User may not copy or interfere with the Program and the documentation related to it except expressly set out in this License Agreement, or as permitted by any applicable local law. Moreover, the User may not, in any way, share, distribute, or publicly display the Program without the prior written consent of Techland. Any afore-mentioned acts or hereunder acts shall be considered a material breach of this License Agreement which could lead to suspension or cancellation (temporary or permanent) of your access to the Program, as well as may result in infringement of Techland licensors’ intellectual property rights, as licensed under agreements concluded by Techland and its Third Party Software provider(s).

All rights not expressly granted in this License Agreement are reserved by Techland or its licensors, and except for the express licenses, the Program, no other licenses are granted in this License Agreement. Unless otherwise expressly set forth in the License Agreement or as permitted by any applicable local law, the User may not:

- i. remove, obscure, or alter any copyright and/or other proprietary notices contained on or in the Program and shall reproduce all such notices on all copies it makes;
- ii. sublease, sub-license, lease, assign, sell, resell, loan, license, re-license, distribute, rent, export, re-export, permit concurrent use of or grant any other rights in or to the Third Party Software, except to the extent expressly permitted in this License Agreement and to the entirety of the Program, except to the extent expressly permitted in this License Agreement and relevant governing law;
- iii. provide use of the Program, as part of the Users provision of a computer service business, third-party outsourcing facility or service, service bureau arrangement, or network, rental or time-sharing arrangement;
- iv. translate, modify, adapt, reverse engineer, create derivative works, decompile, merge, separate or disassemble, any part of the Program or otherwise attempt to discover the source code for the Program, except to the extent this restriction is not enforceable under applicable law, and in such instance, the User shall only be permitted to conduct such activities upon prior written consent from Techland and only to the extent required to achieve interoperability;
- v. use, combine, link to or distribute the Program in any manner that would cause the Program or components of the foregoing, to become subject to any of the terms of any license that requires the software that is subject to such license or that any other software combined, linked, and/or distributed with such software be disclosed or distributed in source code form, e.g. as part of open source software;
- vi. release the results of any testing or performance benchmarking of the Third Party Software without Techland’s prior written consent;
- vii. use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the Program, including any virus, worm, trojan horse or any other contaminating or destructive programs or routines;
- viii. use any information and/or Program supplied by Techland and/or used and/or accessed by the User in connection with the Program, as permitted hereunder, to create any software or service which is substantially similar to the Program as supplied by or obtained from Techland.

4. Copyright

The Program and any related documentation is the exclusive property of Techland and/or Techland’s licensors and affiliates, and all intellectual property rights in and to the same are the exclusive property of Techland and/or Techland’s licensors and affiliates, regardless of any changes made by or for the User. The User hereby acknowledges that it has no rights to the Program and the documentation related to it, except for the rights under this License Agreement. Techland hereby confirms that it has the right to grant the license to the Program.

5. Age Restrictions

This Program has an age rating of 18, which will be displayed when you purchase and/or download them. This Program is not intended for or directed to Users under the age of 18 years old. You may use the Program only if you are of the appropriate age for the Program (in this case 18 years old), are capable of forming a binding contract with Techland and are not restricted from using the Program under applicable law.

6. Rules of Use and Termination

In order to be able to use the Program, we ask you to follow the rules outlined in this License Agreement. Please read these rules carefully since failure to follow them (particularly those in relation to cheating) will be considered a material breach of this License Agreement, which could lead to suspension or cancellation (temporary or permanent) of your access to the Program. Here are the main rules:

- i. Personal enjoyment. Only use the Program for your personal enjoyment and not for any commercial or political purposes. For more details regarding the content that you may create see Section 17 “User generated content” and Section 18 “Fan Work”.
- ii. Restricted access. Do not attempt to copy, rent, sell, lend, lease, sublicense, distribute, publish or publicly display the Program, Virtual Currency or Virtual Goods (defined below), any user account or any of your rights under this License Agreement to any other party in any way not expressly authorised under this License Agreement.
- iii. Technical misuse. Do not modify, merge, distribute, translate, reverse engineer, or attempt to obtain or use source code of, decompile or disassemble the Program unless you are specifically allowed by applicable law.
- iv. Hacking/griefing. Do not hack, harm, grief, harass, threaten or misuse the Program, other Program users or Techland products, games, services, community members or staff.
- v. Cheating. Do not create, use, make available and/or distribute cheats, exploits, automation software, robots, bots, hacks, spiders, spyware, cheats, scripts, trainers, extraction tools or other software that interact with or affect the Program in any way (including, without limitation, any unauthorised third party programs that intercept, emulate, or redirect any communication between Techland or its partners and the Program and/or any unauthorised third party programs that collect information about the Program by reading areas of memory used by the Program to store information). Do not attempt to obtain (including by illegal methods such as phishing) a password, account information or other private information from other users.
- vi. Account misuse. Do not share, ‘buy’, ‘sell’, transfer, lend, steal or misappropriate user accounts or Program access keys/codes (all of which are our property). If you are concerned that any of this has happened to you, contact customer support at <https://support.techland.pl/>.
- vii. No advertising. Do not communicate or facilitate any commercial advertisement, promotion, spam or unsolicited messages through the Program.
- viii. Techland services. Do not deliberately or maliciously interrupt or interfere with Techland or its affiliates’ services like customer or technical support or impersonate Techland or its affiliates’ staff or falsely imply that you are a Techland or its affiliates’ representative.
- ix. Interfering with servers. Do not interfere with or disrupt Techland, its affiliates’ or third party network software or servers, including via tunnelling, code injection or insertion, denial of service, modifying or changing the software, using any other similar software together with Techland or its affiliates’ software, through protocol emulation, or through creation or use of private servers or any analogous services regarding the Program.
- x. Accessing servers. Do not access or attempt to access areas of the Program or servers that have not been made available to the public.
- xi. Data mining. Do not intercept, mine or otherwise collect data or information from Program using unauthorised third-party software.

- xii. Accounts and virtual content. Only use user accounts, Virtual Goods or Virtual Currency (defined below) for their intended purpose.
- xiii. Names/trademarks. Do not use Techland, the name of the Program or other Techland or its licensors' or affiliates' names or logos or trademarks or names, logos or trademarks that Techland has rights to or is entitled to use for any unauthorised purposes.
- xiv. Infringing Content. Do not do anything in connection with the Program that infringes any copyright, trademark, patent, trade secret, privacy, publicity, or other right of others, such as images, photographs, sound files, text files, graphics files, and any other material or information.
- xv. Malicious Code. Do not post or upload any files that contain any malicious code, including viruses, spyware, Trojan horses, worms, time bombs, intentionally corrupted data, any other files that contain malicious code or that may in any way damage or interfere with the operation of the Program.
- xvi. Geographic/regional restrictions. You must follow any applicable geographic or regional, language or location-based restrictions, requirements or rules regarding the Program.
- xvii. Conduct. Do not do or say anything or publish any content (including in particular a topic, name, screen name, avatar) that is racist, harassing, xenophobic, sexist, discriminatory, abusive, defamatory or otherwise offensive or illegal. This includes in any chat or other communications with users.

7. Beta Access

The Program may be released in alpha, closed beta, open beta or other pre-release versions before their full commercial release (or "beta" for short). This is usually to test the features, capabilities, and performance of the product. These are the additional beta rules:

- i. We will set the conditions and requirements for your beta access. Providing and maintaining a beta, and who can use a beta, is at our discretion.
- ii. We will likely ask you to register for the beta. There may be some waiting time depending on the number of people registering, the load on our servers and other technical aspects.
- iii. Betas will be time-limited and we will decide on when to end them and what happens next.
- iv. Between beta versions we may perform one or more complete server/progress reset(s), wipes or changes. After this, your account could go back to a previous or new state. This may involve a wipe or changes to your in-game progress, to Program contents and potentially the Program's store or other change to free Virtual Goods or Virtual Currency (we will explain how this will work at the time).
- v. We may change, modify or remove features as part of testing and improving the Program.
- vi. If appropriate, we may apply confidentiality restrictions to the beta, which will be notified to you at the time.
- vii. We may ask you to provide feedback on the beta – this is optional (but appreciated).
- viii. Betas will be provided 'as is' without any promises from us or any liability on us if it is not complete or does not work fully or causes issues. The Program may have automatic crash reporting to help us to improve Program performance.
- ix. You must not attempt to 'sell' or transfer your access to a beta. It is for you, not anyone else.
- x. We may issue additional terms regarding Program betas. We will notify you in advance if so.

8. Virtual Currency and Goods.

- a) The Program may let you purchase and/or otherwise obtain virtual, in-game digital items and content including for example cosmetic and in-game enhancements and other downloadable content ("Virtual Goods"). You may at our discretion be able to buy certain Virtual Goods with "real world" money and/or points, coins or other types of virtual currency, which you may be able to earn by playing the game and/or

purchase with “real world” money through the Program and/or other applicable platform. We will call such points, coins or other types of virtual currency jointly as “Virtual Currency”.

- b) If you buy Virtual Goods or Virtual Currency, you agree to the pricing, payment and billing policies of a given platform applicable to them, as notified to you at the time of purchase. You are responsible for ensuring that you have authorisation to use any chosen payment method. You are responsible for ensuring that this authorisation is maintained at all material times.
- c) Sales tax may apply to your transaction for Virtual Goods, Virtual Currency or other product or service purchased through the Program and/or other applicable platform in some jurisdictions. The amount of tax charged depends upon many factors, including the type of product or service purchased. If you are resident in the European Union and/or the European Economic Area or the United Kingdom, all prices will be presented to you including all applicable taxes.
- d) Virtual Currency constitutes an in-game currency, that can be used exclusively within a specific game environment, and hence, in particular Virtual Goods and Virtual Currency do not constitute: (i) “virtual currency” within the meaning of Directive (EU) 2018/843 amending Directive (EU) 2015/849 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, and amending Directives 2009/138/EC and 2013/36/EU; (ii) “electronic money” as defined in Directive 2009/110/EC; (iii) “funds” as defined in Directive (EU) 2015/2366; (iv) transferable securities or other types of MiFID financial instruments under Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments.
- e) Virtual Goods and Virtual Currency are digital items only with no real world cash value existence. Virtual Currency can be used only to purchase Virtual Goods. Other than that, once purchased in line with letter a) and b) above, Virtual Currency and/or Virtual Goods cannot be exchanged, traded, sold, gifted, transferred or redeemed for other Virtual Goods or Virtual Currency, ‘real world’ money, goods, services or items of monetary value except as expressly permitted under the terms of this License Agreement. Trading, selling or gifting Virtual Goods or Virtual Currency is prohibited. Your right to use any Virtual Goods and Virtual Currency that you obtain is limited to a limited, non-exclusive, non-assignable, non-transferable, non-sub-licensable, revocable licence (in situations as described in point 9 below) to use such Virtual Goods and Virtual Currency solely for your personal entertainment and non-commercial use in the Program only. You have no property interest or right or title in any Virtual Goods or Virtual Currency (except for the limited license above), which remain Techland’s property.
- f) In order to protect the Program, users and to stop fraud, we may impose limits on use of Virtual Goods and Virtual Currency (including, but not limited to transaction and balance amounts limits or the currencies we accept for payment of Virtual Goods and Virtual Currency).
- g) Virtual Goods and Virtual Currency do not expire until Techland stops providing the Program permanently. If you are a resident in Japan, you agree that Virtual Currency can be used only within a period of 180 days from the date it is issued to you.
- h) If you are resident in the European Union or the European Economic Area or the United Kingdom:**

Virtual Currency and Virtual Goods are non-refundable and non-transferable. You acknowledge and agree that any applicable fees and other charges are payable in advance and are not refundable in whole or in part. In particular, any payment for a license for Virtual Goods, Virtual Currency or other product or service purchased through the Program are always final and non-refundable. Unless it is stated otherwise in this License Agreement or the refund is required by applicable law. We inform you that the commencement and full performance of the service, i.e. purchase and/or otherwise obtainment of Virtual Currency or Virtual Goods will result in the loss of the right of withdrawal. You agree that at the time of purchase you order immediate performance of the service and agree that you will lose your right of withdrawal as soon as the service is fully performed.

You acknowledge and agree that Techland has the right, but not the obligation, to delete, alter, move, remove, or transfer any and all free Virtual Goods and/or Virtual Currency, in whole or in part, at any time and for any reason, with or without notice to you, and with no liability of any kind to you. For any paid-for Virtual Goods and/or Virtual Currency, we may delete, alter, move, remove or transfer them, in

whole or in part, at any time to address a legal, regulatory or security issue, or to reflect changes in our business practices or operations. If this happens where the paid-for Virtual Good and/or Virtual Currency has already been purchased by you, then you may be entitled by applicable law to a full or partial refund. Each time we will discuss with you the appropriate type of return, if any, depending on circumstances occurred as described above.

You may lose access to your Virtual Goods and Virtual Currency if we cancel or suspend your access to the Program as set out in Section 9. If we cancel or suspend your access in this way, we will not have any obligations or liability to you.

i) If you are resident elsewhere in the world outside European Union or the European Economic Area or the United Kingdom:

Techland may reverse, change or amend Virtual Goods or Virtual Currency transactions, change scope, variety and type of Virtual Goods and Virtual Currency that you may obtain, if we consider any of this necessary for the ongoing operation of the Program or for other reasons.

We reserve the right to revise or take action that impacts the perceived value or purchase price of Virtual Goods and Virtual Currency at any time except as prohibited by applicable law. You agree and acknowledge that Techland can reduce, liquidate, deactivate, suspend, revoke or terminate your Virtual Goods and Virtual Currency (without compensation) in its sole discretion, after investigation, that you have violated this License Agreement, including the license limitations set forth herein, misused the Program, or have otherwise used the Program to conduct any fraudulent or illegal activity. Please note that we are not responsible for any Virtual Goods and Virtual Currency that is lost, damaged, deleted or used inappropriately, or for game play interruptions regardless of cause, that result in Virtual Goods and Virtual Currency being spent.

Virtual Currency and Virtual Goods are non-refundable and non-transferable. You acknowledge and agree that any applicable fees and other charges are payable in advance and are not refundable in whole or in part except as otherwise required by applicable law. In particular, any payment for a license for Virtual Goods, Virtual Currency or other product or service purchased through the Program are always final and non-refundable.

9. Duration

The License Agreement comes into force the moment the User clicks to accept this License Agreement. The License Agreement will terminate if you:

- a) destroy all copies of the Program and all of the documentation in your possession, or
- b) materially breach any of the conditions of this License Agreement, or
- c) lose or destroy the security keys, provided they are required for the proper operation of the Program,
- d) undertake actions that question or challenge Techland's, its licensors or affiliates, ownership in any copyrights or other intellectual property rights to the Program and related materials.

If Techland decides itself to stop providing the Program permanently, then we will give you at least ninety (90) days' notice by posting an update on the applicable website. After that time period, we will not have any future obligations or liabilities to you (this does not affect any pre-existing obligations or liabilities).

10. Limitation of liability

If you are not a resident in the USA or the United Kingdom:

The User represents and warrants that the User has the full power and ability to enter into this License Agreement and will follow fully its terms.

- (a) Techland's liability for damages caused by slight negligence, irrespective of its legal ground, shall be limited as follows:
 - (i) Techland shall be liable up to the amount of the foreseeable damages typical for this type of contract due to a breach of material contractual obligations;
 - (ii) Techland shall not be liable due to a slightly negligent breach of any other duty of care applicable.
- (b) The aforesaid limitations of liability shall not apply to any mandatory statutory liability, and liability for culpably caused injuries of life, body or health. In addition, such limitations of liability shall not apply if and to the extent Techland has assumed a specific guarantee.
- (c) Sections (a) and (b) shall apply accordingly to Techland's liability for futile expenses.
- (d) You shall be obliged to take adequate measures to avert and reduce damages.

Techland does not guarantee proper operation of the Program and the documentation in cases where the User's hardware or software prevent that. The Program may contain minor errors (bugs) that do not prevent its use, which Techland will attempt to eliminate. Techland does not guarantee that the Program shall meet the requirements and the goals of the User or that it will be compatible with other programs selected by the User. This does not exclude your statutory warranty rights.

If you are a resident in the USA:

The User represents and warrants that the User has the full power and ability to enter into this License Agreement and will follow fully its terms.

TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IN NO EVENT SHALL TECHLAND, ITS SUBSIDIARIES OR ITS AFFILIATES BE LIABLE TO USER FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER FORM OF INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES FROM ANY CAUSES OF ACTION ARISING OUT OF OR RELATED TO THIS LICENSE AGREEMENT OR THE PROGRAM, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE, REGARDLESS IF TECHLAND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. SOME JURISDICTIONS DO NOT ALLOW A LIMITATION OF LIABILITY FOR DEATH, PERSONAL INJURY, FRAUDULENT MISREPRESENTATIONS OR CERTAIN INTENTIONAL OR NEGLIGENT ACTS, OR VIOLATION OF SPECIFIC STATUTES, OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. IN NO EVENT SHALL TECHLAND'S TOTAL LIABILITY TO USER FOR ALL DAMAGES (EXCEPT AS REQUIRED BY APPLICABLE LAW) EXCEED A SUM EQUAL TO THE AMOUNTS PAID BY THE USER FOR THE PROGRAM DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

If you are a resident in the United Kingdom:

The User agrees that the User has the full power and ability to enter into this License Agreement and will follow fully its terms.

Techland is responsible to the User for foreseeable loss and damage caused by Techland. If Techland fails to comply with these terms, Techland is responsible for loss or damage the User suffers that is a foreseeable result of Techland materially breaking this Licence Agreement or Techland failing to use reasonable care and skill, but Techland is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time this Licence Agreement was entered into, both parties knew it might reasonably happen.

Techland does not exclude or limit in any way its liability to the User where it would be unlawful to do so. This includes liability for death or personal injury caused by Techland's negligence or for fraud or fraudulent misrepresentation.

The Program is for domestic and private use. If the User uses the Program for any commercial, business or resale purpose Techland will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

The User acknowledges that the Program has not been developed to meet the User's individual requirements, and that it is therefore the User's responsibility to ensure that the facilities and functions of the Program as described, meet the User's requirements.

Techland does not guarantee proper operation of the Program and the documentation in cases where the User's hardware or software prevent that. The Program may contain minor errors (bugs) that do not prevent its use, which Techland will attempt to eliminate. Techland does not guarantee that the Program shall meet the requirements and the goals of the User or that it will be compatible with other programs selected by the User. This does not exclude your statutory warranty rights.

11. Updates

Any license granted for future versions of the Program is subject to the License Agreement and applicable fees that are in force at the time of the conclusion of the contract of sale of a given version of the Program. We reserve the right to patch or update the Program as a result of minor technical adjustments, changes required by law or necessity.

12. The effects of the License Agreement

This License Agreement contains the agreement of the parties and replaces any prior agreements, oral or written, related to the Program. Changes to this License Agreement can be made only through agreement of the parties.

13. Sensitivity clause

Certain individuals may experience epileptic seizures or loss of consciousness when exposed to certain visual images, including without limitation light patterns or flashing lights. This may happen even if you have never had epilepsy or showed similar symptoms before. If you or anyone in your family have ever had symptoms related to epilepsy, when exposed to flashing lights, please consult your doctor before using the Program.

If you experience any negative symptoms (in particular, but not limited to the following blackouts, seizures, dizziness, altered vision, eye or muscle twitches, jerking or shaking of arms or legs, loss of awareness, disorientation, confusion, any involuntary movement, or convulsions) while using the Program, immediately discontinue use and consult your physician before resuming play.

Please also note that, while using the Program, you should take safety precautions to minimize the risk of seizures or other health issues while using the Program, such as, for example, keeping the reasonable distance from a monitor, keeping reasonable volume level while using headphones (listening to loud sounds through headphones may cause hearing loss), avoid using the Program while tired, take regular breaks while using the Program.

14. Technical requirements

In order to use the Program properly, the User's device must meet technical requirements, which will be communicated to the User separately via the Program's landing page and/or other documentation made available in connection with the use of the Program. The requirements between different platforms or devices may vary. In order to install, credit or use the Program and all its features, an Internet connection may be required, which the User will have to provide on their own and at their own expense.

15. Assignment clause

We reserve the right to assign the License Agreement, in whole or in part, without your consent, to other persons or entities, especially to our affiliates.

16. Governing law

16.1. If you are not a resident in the USA or the United Kingdom):

The User hereby acknowledges that the License Agreement is governed and interpreted in accordance with the laws of Poland without applying conflict of law rules. The User agrees that any disputes arising from the License Agreement shall be exclusively under the jurisdiction of a court of Poland.

16.2 If you are resident in the USA (“U.S. User”):

16.2.1. The User hereby acknowledges that the License Agreement is governed and interpreted in accordance with the laws of the State of New York without applying conflict of law rules.

16.2.2. BY SUBMITTING ANY OF YOUR ACCOUNT INFORMATION THROUGH OR USING THE PROGRAM, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS LICENSE AGREEMENT, AND YOU ACCEPT AND ARE BOUND BY ITS TERMS.

16.2.3. YOU MAY NOT SUBMIT ANY OF YOUR PROFILE INFORMATION OR USE THE PROGRAM IF YOU (A) DO NOT AGREE TO THIS LICENSE AGREEMENT, (B) ARE NOT AT LEAST 18 YEARS OF AGE OR OF LEGAL AGE TO FORM A BINDING CONTRACT, OR (C) ARE PROHIBITED FROM ACCESSING OR USING THE PROGRAM BY APPLICABLE LAW.

16.2.4. IF YOU DO NOT AGREE TO THIS LICENSE AGREEMENT, YOU SHOULD NOT ACCESS, BROWSE OR USE THE PROGRAM, AND SHOULD REFRAIN FROM OR DISCONTINUE YOUR ACTIVITIES IMMEDIATELY.

16.2.5. BINDING ARBITRATION AND CLASS ACTION WAIVER. READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING WAIVING YOUR RIGHT TO FILE A LAWSUIT IN COURT OR TO PURSUE CLAIMS IN A CLASS OR REPRESENTATIVE CAPACITY. THESE BINDING ARBITRATION AND CLASS ACTION WAIVER PROVISIONS APPLY TO YOU IF YOU ARE A U.S. USER.

To the fullest extent allowed by law, you and Techland agree to submit all Disputes between us to individual, binding arbitration pursuant to the provisions in this Section. A “Dispute” means any dispute, claim, or controversy (except those specifically exempted below) between you and Techland that in any way relates to or arises from any aspect of our relationship regarding your use or attempted use of the Program and any services, all marketing related to the Program, Virtual Goods and Virtual Currency, any licensed content, and all matters relating to or arising from this License Agreement (including Techland’s Privacy Policy and all other terms incorporated into this License Agreement) or any other agreement between you and Techland regarding this subject, including any disputes over the validity or enforceability of this agreement to arbitrate. A Dispute shall be subject to these BINDING ARBITRATION AND CLASS ACTION WAIVER provisions regardless of whether it is based in contract, statute, regulation, ordinance, tort (including fraud, misrepresentation, fraudulent inducement, and negligence), or any other legal or equitable theory. This includes claims or requests for relief that accrued before you entered into this License Agreement concerning the same subject matter as covered by this License Agreement. You understand that there is no judge or jury in arbitration and that court review of an arbitration award is limited.

Notice of Dispute: Prior to initiating arbitration, you must first send a written Notice of Dispute by certified mail to Techland at: Techland, Inc., ATTN: Legal Department, ul. Jana Szczyrki 11, 54-426 Wrocław, Poland. The Notice of Dispute must include the following at a minimum: (a) your name, address, user ID, (b) a detailed description of your claim or Dispute with Techland, including dates, (c) the specific damages or other remedy or remedies that you are seeking. If the claim detailed in Your Notice of Dispute is not resolved with Techland within thirty (30) days of Techland’s receipt of Your Notice of Dispute that conforms with these requirements, then you may commence arbitration according to the requirements in this License Agreement (the “Initial Dispute Resolution Period”).

If a Dispute cannot be resolved through negotiations during the Initial Dispute Resolution Period, then either party may initiate binding arbitration as the sole means to formally resolve the Dispute, unless an exception applies as stated below. The arbitration will be administered by JAMS in accordance with the JAMS Streamlined Arbitration Rules and Procedures (the “JAMS Rules”) effective as of the date of the Notice of Dispute, which are available at the JAMS website, <http://www.jamsadr.com/rules-streamlined-arbitration>, as modified by this Agreement. If, for any reason, JAMS is unable to provide the arbitration, then except as otherwise stated below, you may file Your Dispute with any national arbitration company that handles consumer arbitrations following procedures that are substantially similar to the JAMS Rules.

Arbitration hearings may be conducted by videoconference unless the arbitrator believes an in-person hearing is necessary. In such instances, the location of an arbitration hearing will be decided pursuant to the JAMS Rules. Arbitration shall be initiated in New York, the State of New York, and you and Techland agree to submit to the personal jurisdiction of any federal or state court in New York, the State of New York, in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

The arbitrator will make a decision in writing but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law and the Federal Rules of Evidence. The decision of the arbitrator shall be final and binding on you and Techland, and any award of the arbitrator may be entered in any court of competent jurisdiction. The arbitrator shall determine the scope and enforceability of this arbitration agreement, including whether a Dispute is subject to arbitration. The arbitrator has authority to decide all issues of validity, enforceability or arbitrability, including, but not limited to, where a party raises as a defense to arbitration that the claims in question are exempted from the arbitration requirement or that any portion of this agreement is not enforceable. The arbitration shall be governed by the Federal Arbitration Act.

If a lawsuit filed in court includes claims or requests for relief that are arbitrable and claims or requests for relief that are not, you and Techland agree that any non-arbitrable claims or requests for relief shall be stayed pending the completion of the arbitration of the arbitrable claims or requests for relief.

Class Action Waiver: TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, YOU AND TECHLAND AGREE THAT EACH PARTY MAY BRING DISPUTES AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION, COLLECTIVE ACTION, GROUP, OR CLASS ARBITRATION, AS A PRIVATE ATTORNEY GENERAL, CONSOLIDATED ACTION, REPRESENTATIVE ACTION, OR OTHERWISE SEEK TO RECOVER LOSSES INCURRED BY A THIRD PARTY. To the extent applicable law does not permit waiver of private attorney general claims, but permits them to be arbitrated, then such claims shall be resolved in arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. To the extent applicable law does not permit waiver of private attorney general claims, but permits them to be arbitrated, then such claims shall be resolved in arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity.

If the prohibition against class or collective actions is found to be unenforceable for any reason, this entire Section (but only this Section 16.2.5. on binding arbitration and class action waiver) shall be null and void.

Exception - Litigation of Intellectual Property Claims: Notwithstanding the parties' agreement to resolve all disputes through arbitration, either party may bring an action in state or federal court that only asserts claims for patent infringement or invalidity, copyright, trademark infringement, Computer Fraud and Abuse, and/or trade secret misappropriation, but not, for clarity, claims related to the license granted to you for the Program under this Agreement. Such claims are subject to the jurisdiction and applicable law provisions applicable to the U.S. Users.

30 Day Right to Opt Out: You have the right to opt-out and not be bound by the arbitration agreement by sending us a written notice via U.S. Mail, or by any available nationally recognized delivery service (e.g., UPS, Federal Express, etc.) to Techland, Inc., ATTN: Legal Department, ul. Jana Szczyrki 11, 54-426 Wrocław, Poland. you must sign and date the notice, and include in it your name, address, user ID, and a clear statement that You are opting out of this arbitration agreement. The notice must be sent within 30 days of the date on which you first access or use the Program and agree to these terms; otherwise you shall be bound to arbitrate disputes in accordance with this Section. If you opt-out of these arbitration provisions, Techland also will not be bound by them.

If you are the resident of the United Kingdom:

The User hereby acknowledges that the License Agreement is governed and interpreted in accordance with the laws of England without applying conflict of law rules. The User agrees that any disputes arising from the License Agreement shall be under the jurisdiction of the English courts. If you live in Scotland you can bring legal proceedings in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in either the Northern Irish or the English courts.

17. User Generated Content

Using the Program may result in situations in which in the scope of or with use of the Program User shall make available content (such as for example photos or links) or create content (such as for example text, photos), (collectively, "User Generated Content") which is made available to Techland, its affiliates or other users of the Program.

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You may create and distribute mods for the Program, as long as your mods comply with the Techland Mod Policy. Techland Mod Policy is available at https://techland.net/upload/Techland_Modpolicy.pdf

18. Fan work

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Some features of the Program may use third parties' features, which may be governed by third parties. Such features may be subject to additional terms and conditions.

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User agrees to indemnify Techland and its affiliates against any damage, loss, liability or expense (including reasonable attorneys' fees) that Techland may incur (i) with respect to any negligent act or omission by, or wilful misconduct of, User related to their use of the Program; (ii) as a result of a breach by User of this License Agreement; and (iii) as a result of Techland, its Affiliates and/or its licensee's use of any User Generated Content. This Section will not be construed to limit or exclude any other claims or remedies that Techland, its affiliates or licensees may assert under this License Agreement or by law. This indemnification clause shall survive the expiration or termination of this License Agreement.

21. Contact Us

If the User has any questions regarding this EULA, the User can contact us at: <https://support.techland.pl/>.

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