

End User Licence Agreement for MY.GAMES Launcher

Last updated: Sept. 20, 2022

This End User Licence Agreement for MY.GAMES Launcher ("EULA") is an agreement between the User and MY.GAMES B.V. ("COMPANY") regarding use by the User of MY.GAMES Launcher and all related software, documentation, updates, and upgrades that replace or supplement MY.GAMES Launcher (all together - "MY.GAMES Launcher").

The User must read the terms and conditions of this EULA carefully before installing MY.GAMES Launcher on his/her personal computer. If the User does not agree with the terms and conditions of this EULA or he/she cannot use MY.GAMES Launcher according to the terms and conditions of this EULA, he/she must abort installation of MY.GAMES Launcher and/or immediately uninstall MY.GAMES Launcher from his/her personal computer.

By downloading, installing, or otherwise using MY.GAMES Launcher, the User unconditionally consents to all the terms and conditions of this EULA. Installation or other use of MY.GAMES Launcher without acceptance of the terms and conditions of this EULA is prohibited.

Only natural persons are entitled to download/acquire/use MY.GAMES Launcher.

By downloading, installing, or otherwise using MY.GAMES Launcher, the User (A) acknowledges that he/she has read, understood, and unconditionally accepted the terms and conditions of this EULA, as well as the conditions of other relevant agreements and regulations available at documentation.my.games and guarantees that he/she will observe them during the entire use of MY.GAMES Launcher; (B) acknowledges and agrees that he/she has independently evaluated the desirability of using MY.GAMES Launcher and is not relying on any representation, guarantee, or statement other than as expressly set forth herein; and (C) represents and warrants that he/she is lawfully able to enter into contracts (e.g. the User has reached the age of capacity provided by applicable law). If the User is minor, he/she shall become acquainted of this EULA with the help of his parents/legal guardians. COMPANY recommends parents or guardians to monitor their children's online activities. To protect children's privacy, COMPANY advises parents or guardians to check that their children never disclose their personal data without prior consent of their parents or guardians. COMPANY reserves the right to restrict access to certain services on age grounds and may allow the registration for certain services with parental approval when underage. COMPANY reserves the right to ask for written proof of parental consent for any User or potential User suspected to be a minor. In all cases, utilization

of MY.GAMES Launcher by minors must take place under the responsibility of their parents or legal guardians and any use is assumed to have been validated by them.

1. General Provisions

1.1. MY.GAMES Launcher is a computer software that contains information on certain Games and makes it possible to download/acquire/use the Games of the COMPANY or third parties, free of charge or for payment, by placing links in the software interface to relevant websites (resources) of the COMPANY or third parties for download/acquisition/use and/or payment for such Games. The availability of Games and features will vary between countries and not all Games or features may be available in the User's country.

2. Terms of payment and order

2.1. ORDERS

Orders are solely reserved for natural persons acting outside the scope of their commercial, industrial, artisanal or liberal activity.

A complete list of Games is made available at MY.GAMES Launcher (where it is possible to download/acquire/use a Game, free of charge or for payment). In order to purchase or download Games available on MY.GAMES Launcher, Users shall click on the icon "Download" if the game is free or "Buy" if the game is not free.

If Users are not already logged, they will be invited to log in or create an account.

2.2. PRICES AND MEANS OF PAYMENT

All the prices are expressed in euros VAT or such other currency depending of the territory where the User accesses the MY.GAMES Launcher, and are subject to change at any time.

The selling price is the one at the time of the order.

Only the means of payment referred to on MY.GAMES Launcher are accepted.

3. Limited Licence

3.1. From the moment of acceptance of this EULA by the User, the COMPANY grants the User a personal, limited, non-exclusive, non-assignable, and non-transferable worldwide licence to install and use MY.GAMES Launcher within the scope of its functionality and solely for personal and non-commercial use, and, as set forth in this EULA and any other accompanying documentation, or being incorporated into, MY.GAMES Launcher.

3.2. The User is expressly prohibited from:

- sublicensing, renting, leasing, transferring, reselling, distributing, or otherwise using MY.GAMES Launcher or its copies for commercial purposes;
- altering, merging, adapting, decompiling, disassembling, modifying, translating into other languages, or in any way changing MY.GAMES Launcher or any of its components;
- creating derivative works based on MY.GAMES Launcher;
- using any data mining, robots, or similar data gathering or extraction methods;
- removing, altering, or obscuring any product identification, copyright, or other intellectual property notices in MY.GAMES Launcher or computer games delivered through MY.GAMES Launcher;
- interfering or disrupting MY.GAMES Launcher or servers or networks connected to MY.GAMES Launcher, or disobeying any requirements, procedures, policies, or regulations of networks connected to MY.GAMES Launcher;
- using MY.GAMES Launcher in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying MY.GAMES Launcher, or that could damage, disable, overburden, or impair the functioning of MY.GAMES Launcher in any manner;
- using or attempting to use within the framework of MY.GAMES Launcher another user's account without authorization from that user and the COMPANY;
- using MY.GAMES Launcher in any way that breaches any MY.GAMES Launcher applicable local, national, or international law, any other regulations and policies;
- using MY.GAMES Launcher for any purpose or in any manner that the COMPANY considers as a breach of this EULA.

3.3. MY.GAMES Launcher is owned and/or operated by the COMPANY. Unless otherwise indicated, all content, information, and other materials within MY.GAMES Launcher (excluding the User's personal data, which is subject to the MY.GAMES Privacy Policy), including, without limitation, trademarks and logos, the visual interfaces, graphics, design, compilation, information, software, computer code (including source code or object code), services, text, pictures, information, data, sound files, other files, and the selection and arrangement thereof (collectively - "Materials") are protected by relevant intellectual property and proprietary rights and laws. All Materials contained within MY.GAMES Launcher are the property of the COMPANY or its third-party licensors.

3.4. No other rights to MY.GAMES Launcher or its parts are granted to the User hereunder, except for the rights expressly stated in this EULA.

3.5. Any use of MY.GAMES Launcher except as specifically authorized in this EULA, without the prior written permission of the COMPANY, is strictly prohibited and may violate intellectual property rights or any laws. The COMPANY may terminate the licence granted to the User hereunder at any time, with a prior notice, including where the COMPANY reasonably considers that: (a) use of MY.GAMES Launcher by the User violates this EULA or MY.GAMES Launcher or applicable law; (b) the User fraudulently

uses or misuses MY.GAMES Launcher in violation of the present EULA; or (c) the COMPANY is unable to continue providing the User with MY.GAMES Launcher due to technical or legitimate business reasons.

4. Automatic Update of MY.GAMES Launcher

4.1. In order to improve MY.GAMES Launcher, the COMPANY reserves the right to introduce automatic updates and modifications to MY.GAMES Launcher so long as the User's personal computer is connected to the Internet without the User needing to install the mentioned updates and modifications manually. In order to ensure efficiency of the mentioned updates and modifications and to enable the User to continue using MY.GAMES Launcher, the User hereby expresses consent to the introduction of such updates and modifications by the COMPANY.

4.2. This EULA MY.GAMES Launcher applies to any automatic updates (additions, modifications) of MY.GAMES Launcher that are introduced by the COMPANY by means of the Internet global network and that are not accompanied by a separate licence or other agreement.

5. Users' Authorisation. Use of Data

5.1. The COMPANY's personal data protection rules are available on the website https://documentation.my.games/terms/mygames_privacy.

The COMPANY is very concerned about the protection of personal data. The personal data collected by the COMPANY in the context of the present document will be subject to automated processing in accordance with applicable law. All information collected as part of the provision of the service is recorded by the COMPANY, which is data controller. It is essential for the operation of the services offered by COMPANY

In order to exercise one or more of his/her rights, the User must provide proof of identity and contact the person in charge of data protection at the COMPANY (via Service Support at <https://support.my.games/store> or writing to De Entree 256, 1101 EE, Amsterdam, the Netherlands).

In the event of a complaint, it is possible to contact the authority of the User's country of residence. If the User resides in France, he/she may oppose at any time any commercial canvassing correspondence and may also register on the list of opposition to telephone canvassing on www.bloctel.gouv.fr. The User can contact CNIL at www.cnil.fr.

5.2. The User understands and acknowledges that the COMPANY may collect, store, use, transmit, and otherwise process anonymous information on the User's use of MY.GAMES Launcher, which the COMPANY needs in order to identify and eliminate problems with the operation of MY.GAMES Launcher, to improve MY.GAMES Launcher, and for marketing purposes. The User agrees that the COMPANY has the right to

download software program files to the User's computer system that will record information on CPU, RAM, operating system, video card, sound card, and any other anonymous technical and statistical information from the User's personal computer. The COMPANY may also share that data with third-party service providers in a form that does not personally identify the User.

5.3. The information described above, as well as any other information connected with the User's use of MY.GAMES Launcher, is collected, stored, used, transmitted, and otherwise processed in accordance with our Privacy Policy.

6. Software Products of Third Parties

6.1. The COMPANY, acting on the basis of agreements with partners, may provide the User with the technological capability to use computer games and other MY.GAMES Launcher of third parties (the "Software Products"), free of charge or for payment, by placing links within MY.GAMES Launcher to the relevant resources of third parties, by means of which the User may use, download, acquire, and/or pay for Software Products, or otherwise. The COMPANY is not the receiver of payments made by the User for use of the Software Products.

6.2. The COMPANY solely supplies to the User information concerning the Software Products and resources of third parties and is not responsible for the content of third parties' resources, quality of the Software Products, and the terms, procedure, and results of use, download, acquisition of, and payment for, the Software Products by the User of the said resources.

7. WARRANTY DISCLAIMER

IF THE USER RESIDES IN THE EUROPEAN UNION OR EUROPEAN ECONOMIC AREA, THE FOLLOWING PROVISION APPLIES TO SUCH USER:

MY.GAMES LAUNCHER IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. THEREFORE, USERS ACKNOWLEDGE THAT MY.GAMES LAUNCHER MAY NOT MEET THEIR INDIVIDUAL PREFERENCES AND EXPECTATIONS. THE COMPANY WILL MAKE ALL COMMERCIALLY REASONABLE EFFORTS TO ENSURE CONTINUOUS OPERATION OF MY.GAMES LAUNCHER, ACCORDINGLY USERS ACKNOWLEDGE THAT MY.GAMES LAUNCHER IS NOT ERROR-FREE AND MAY BE INTERRUPTED.

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF MY.GAMES LAUNCHER'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO MY.GAMES LAUNCHER. THE COMPANY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF ACCURACY, RELEVANCE, SAFETY, FREEDOM FROM VIRUSES, FREEDOM FROM BUGS, LEGALITY AND/OR RELIABILITY OF INFORMATION, DATA, MATERIALS. THE COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH MY.GAMES

LAUNCHER, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE MY.GAMES LAUNCHER FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND THE COMPANY WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN THE USER AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, THE USER SHOULD USE HIS/HER BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

IF THE USER RESIDES OUTSIDE THE EUROPEAN UNION OR EUROPEAN ECONOMIC AREA, THE FOLLOWING PROVISION APPLIES TO SUCH USER:

MY.GAMES LAUNCHER IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS.

THE USER AGREES THAT HIS/HER USE OF MY.GAMES LAUNCHER WILL BE AT HIS/HER SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY THE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH MY.GAMES LAUNCHER AND THE USE THEREOF BY THE USER, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF MY.GAMES LAUNCHER'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO MY.GAMES LAUNCHER, AND THE COMPANY WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR (A) ANY ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM THE USER'S ACCESS TO AND USE OF THE SERVICE, (C) ANY UNAUTHORISED ACCESS TO OR USE OF THE COMPANY'S SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM MY.GAMES LAUNCHER, (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH MY.GAMES LAUNCHER BY ANY THIRD PARTY, AND/OR (F) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA MY.GAMES LAUNCHER. THE COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH MY.GAMES LAUNCHER, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE MY.GAMES LAUNCHER FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND THE COMPANY WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN THE USER AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, THE USER SHOULD USE HIS/HER BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

8. LIABILITY

IF THE USER RESIDES IN THE EUROPEAN UNION OR EUROPEAN ECONOMIC AREA, THE FOLLOWING PROVISION APPLIES TO SUCH USER:

THE COMPANY COMMITS ITSELF TO ACT WITH THE CARE AND DILIGENCE CUSTOMARILY USED IN THE PROFESSION IN ORDER TO PROVIDE FOR THE IMPLEMENTATION OF SERVICES DELIVERED TO THE USERS.

IF THE EVENT THAT MY.GAMES B.V IS HELD LIABLE, MY.GAMES B.V MAY GAIN EXEMPTION FROM SOME OR ALL OF ITS LIABILITY, HOWEVER, BY PROVING THAT THE NON-PERFORMANCE OR POOR PERFORMANCE OF THE CONTRACT WAS ATTRIBUTABLE TO THE CONSUMER, TO AN UNFORESEEABLE AND INSURMOUNTABLE FACT OF A THIRD PARTY, OR TO AN INSTANCE OF FORCE MAJEURE.

IF THE USER RESIDES OUTSIDE THE EUROPEAN UNION OR EUROPEAN ECONOMIC AREA, THE FOLLOWING PROVISION APPLIES TO SUCH USER:

TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, NEITHER THE COMPANY NOR ITS AFFILIATES, THEIR OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS OR PARTNERS SHALL BEAR ANY LIABILITY TO THE USER FOR ANY DAMAGE (INCLUDING BUT NOT LIMITED TO, ACTUAL LOSSES, INCIDENTAL LOSSES, INDIRECT LOSSES, LOST PROFIT OR LOST DATA, REGARDLESS OF WHETHER SUCH DAMAGE WAS PREDICTABLE OR NOT) ARISING IN CONNECTION WITH THIS EULA AND WITH USE OF MY.GAMES LAUNCHER BY THE USER.

THE COMPANY SHALL NOT BEAR LIABILITY FOR THE IMPOSSIBILITY TO INSTALL OR LAUNCH MY.GAMES LAUNCHER ON THE USER'S PERSONAL COMPUTER, AS WELL AS FOR POSSIBLE ERRORS AND FAILURES IN MY.GAMES LAUNCHER'S OPERATION. THE USER MUST CONNECT TO THE INTERNET IN ORDER TO USE MY.GAMES LAUNCHER. ALL COSTS OF THE INTERNET CONNECTION SHALL BE INCURRED BY THE USER. THE COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGE CAUSED TO THE USER AS A RESULT OF CONNECTION TO THE INTERNET OR INSTALLATION OF MALICIOUS SOFTWARE ON THE USER'S COMPUTER.

IF THE LIMITATION OR EXCLUSION OF LIABILITY IS PROHIBITED BY APPLICABLE LAW, THE COMPANY'S LIABILITY MUST BE LIMITED TO THE MAXIMUM EXTENT PERMITTED.

9. Applicable Law. Jurisdiction

Unless otherwise expressly provided by applicable law, this EULA is governed by and construed in accordance with the laws of England and Wales. All disputes arising out of or in connection with this EULA shall be resolved by means of correspondence and negotiations without recourse to a court. In the case that the User and the COMPANY

fail to come to agreement without recourse to a court within 60 (sixty) business days from the date of the receipt of the relevant claim, disputes shall be resolved by a state court of the relevant jurisdiction at the COMPANY's place of location unless otherwise expressly provided by applicable law.

If the User resides in France, these EULA is subject to French Law, and any dispute arising from the formation, interpretation or execution of the present terms and conditions shall be subject to the exclusive jurisdiction of the French courts.

In accordance with Article 14 of Regulation 524/2013/EU, the European Commission provides consumers with an online dispute resolution platform accessible at the following address: <https://ec.europa.eu/consumers/odr/>.

10. Miscellaneous

10.1. This EULA is effective from the moment the User first installs MY.GAMES Launcher to the User's personal computer and shall continue until terminated in accordance herewith. The User may terminate this EULA at any time by uninstalling MY.GAMES Launcher from the User's personal computer. The COMPANY may terminate this EULA by notifying the User of termination by any means available to the COMPANY; in this case, the User shall immediately uninstall MY.GAMES Launcher from the User's personal computer.

10.2. The COMPANY may modify the functions and informational contents of MY.GAMES Launcher at any time, at its own discretion. In case that would cause a reduction in the User's rights, the COMPANY will notify the Users about such change, in which case the notified User shall have the right to terminate the EULA

10.3. Unless such assignment is likely to result in a reduction in the User's rights, the COMPANY may, at its own discretion, at any time assign and/or delegate its rights and obligations under this EULA, or any part of them, to any third party with a prior notice to the User. The User's rights and obligations hereunder are personal and not subject to assignment.

10.4. In case of termination of this EULA, Sections 7, 8, 9, 10 and 11 remain in force.

10.5. This EULA constitutes full agreement between the User and the COMPANY regarding the use of MY.GAMES Launcher by the User and substitutes any previous or contemporaneous oral and written agreements regarding the User's use of MY.GAMES Launcher.

10.6. The terms and conditions of MY.GAMES Terms of Use located at documentation.my.games shall apply to relations between the COMPANY and the User under this EULA to the extent that such terms and conditions do not conflict with the terms and conditions of this EULA. Capitalised words that are not defined in this EULA shall have the meaning prescribed to them in MY.GAMES Terms of Use.

10.7. If any provision of this EULA is or becomes illegal or unenforceable, that provision shall be enforced to the maximum extent permissible and/or amended to achieve as closely as possible the effect of the original term, and the remaining provisions of this EULA shall remain in full force and effect.

10.8. This EULA may be modified by the COMPANY at any time. Any amendment to the EULA shall be notified to Users. The User shall undertake to independently check this EULA with respect to the amendment. If not agreed, User shall have the right to discontinue the use of his/her Account on MY.GAMES Launcher.

10.9. COMPANY reserves the right to revise the terms of this EULA by updating the EULA at documentation.my.games, or by notifying the User by e-mail. The revised EULA comes into force on the date on which it is published. The User is advised to check the above website periodically for notices concerning such revisions. The User's failure to take the actions of familiarising himself/herself may not be the ground for failure to fulfil the User's obligations and User's failure to observe the limitations established hereby. The User's continued use of the Game shall be deemed to constitute acceptance of any revised terms.

For the matters related to performance of this EULA and/or use of MY.GAMES Launcher, the User may contact the COMPANY through support.my.games.

Only the English version of this document has legal effect. Any translations of this document into other languages are provided for the User's convenience only.