



## TERMS OF USE

(English Version - Last updated on May 4<sup>th</sup>, 2021)

These terms of service (“Terms”) constitute a binding agreement between Plug In Digital, located at 8b boulevard Berthelot, 34000 Montpellier, France, (“Plug In Digital”), and the user (“User” or collectively “Users”) identified as the person opening a user account.

### 1. Purpose

Plug In Digital offers applications to the User via its website at [www.plugindigital.com](http://www.plugindigital.com) or through dedicated distribution platforms (“Site”). Such applications, which especially include video games, are available for touch tablets, mobile phones, desktop PCs, laptops, handheld PCs and any other types of devices (“Services”).

The purpose of these Terms is to govern how the Services are made available to the User and/or how the User accesses and uses the Services.

By accessing and using all or part of the Services on the Site, Users indicate their complete and unconditional acceptance of all the provisions of these Terms of Service.

Users therefore acknowledge that they have read all these Terms before using the Services: [https://plugindigital-cdn.s3.eu-west-](https://plugindigital-cdn.s3.eu-west-3.amazonaws.com/Plug+in+Digital/PlugInDigital-Terms-of-Use.pdf)

[3.amazonaws.com/Plug+in+Digital/PlugInDigital-Terms-of-Use.pdf](https://plugindigital-cdn.s3.eu-west-3.amazonaws.com/Plug+in+Digital/PlugInDigital-Terms-of-Use.pdf).

The Terms constitute the entire agreement between the User and Plug In Digital, and supersede any prior agreements, negotiations or understandings between the User and Plug In Digital.

Some specific Services proposed by Plug In Digital may be subject to additional terms, which Users must accept in order to access such Services.

Users agree to these Terms, to the exclusion of any different or conflicting terms. In all cases, the provisions of these Terms will take precedence.

Users agree to comply with these Terms.

Any use of the Services other than in accordance with these Terms is strictly prohibited and subject to the penalties set forth in Section 11 herein.

### 2. Access to the Services

Access to and use of the Services are restricted to individuals aged eighteen (18) years or older or individuals that have reached the legal age of majority in their country of residence, and individuals aged thirteen (13) or over that have received permission from their lawful representative (parent or guardian), and in accordance with any limitations specified during registration. Users under the age of majority must confirm that their guardian has reviewed and accepted these Terms.

Plug In Digital reserves the right to ask any Users aged thirteen (13) or over and under the legal age of majority that have registered for the Services to provide written evidence at any time of their lawful representative's permission.

Users must have an Internet connection to access the Services. Users are fully liable for the cost of the Internet connection.

To access the Services, Users must also have the necessary hardware and software to connect to the Services, including but not limited to a mobile device for connecting to and using the Services where such Services feature a mobile component. Plug In Digital makes no warranty that all Services will be available on every type of platform, such as laptops, games consoles, smartphones, tablets and other devices.

To access and use the Services that Plug In Digital offers via the Site, Users must create a user account ("Account" or "User Account"), which gives Users access to the Services. Only individuals that have duly created a User Account will be eligible to use the said Services.

### 3. User Account Creation (User Registration)

Upon registration, Users are required to provide Plug In Digital with personal information, which will subsequently be used to identify them and thereby ensure secure access to the Site and Services as well as simplify their use of the Services.

Users could required to provide their last name, first name, date of birth, email address and, in some cases, their bank details.

Users may register using their Facebook account. If Users sign in with their Facebook account, they alone are responsible for complying with their obligations towards Facebook. In the event of a contradiction between the Facebook Terms of Service and these Terms, the provisions of these Terms will always take precedence.

When completing the account registration form, Users agree to fill in the form correctly by only providing correct, up-to-date and complete information.

Upon registration, Users indicate their express and unconditional acceptance of these Terms by checking the following box: "I have read and fully accept all the rules set forth in these Terms of Service". Users agree to keep a copy of the Terms of Service provided by Plug In Digital on a durable physical medium.

Users agree to update their information whenever their personal situation changes. Users agree to update their information on the Site directly via their Account. If Plug In Digital becomes aware that all or part of the information provided during registration is incorrect or incomplete, Plug In Digital reserves the right to suspend and/or cancel the Account and/or prevent any new access to and/or use of the Services, without prejudice to Plug In Digital's right to exercise any other legal right or remedy.

### 3.1. Usernames and Passwords

During registration, Users are prompted to choose a username (also known as a login name) and a password, which are used to identify them and allow them to connect to the Site more quickly when using the Services. Usernames cannot be seen by other Users.

During registration, Users must also choose a screen name. The screen name is different to the username. The screen name can be seen by other Users. The screen name identifies the User as a person. Users are known to other Users through their screen name.

Users can also choose a photo or avatar for their profile.

Users agree to choose a username, screen name and, if applicable, a photo or avatar that are legible and not already in use. Users are prohibited from choosing a username, screen name or photo / avatar that could constitute an infringement of any intellectual property rights, company names or third-party publicity rights.

Furthermore, the username, screen name, photo and avatar chosen by the User must not:

Allude to political beliefs or a given ethnic group, community or religion.

Be vulgar or offensive.

Be sexually suggestive or pornographic.

Allude to narcotics or any other substances prohibited by French legislation.

Be spelt in such a way as to circumvent the rules above.

Plug In Digital reserves the right to cancel and/or recover the login details at any time and for any reason whatsoever, including but not limited to third-party claims based on an alleged infringement of their rights.

Users accept that their ID number, name or screen name and their profile photo or avatar may be publicly displayed on the Site and they therefore accept the associated consequences, especially the fact that some search engines may index their details, for which Plug In Digital disclaims all liability.

### 3.2. Responsibility / Security

Username and passwords are personal and confidential.

Users acknowledge that they are fully liable for maintaining the confidentiality of their username and password, and for the way in which their username and password are used.

To ensure the security of their Account, Users agree to:

- Not disclose their username and password to any third parties.
- Take every necessary precaution to prevent third parties from gaining access to their username and password.
- Take all necessary measures to prevent third parties from accessing their registered Account, even without their knowledge. Not to give third parties access to their Account.
- Not to play using another User's Account. Not to use a personal email address and share such an address with other Users.
- Ensure that Plug In Digital can easily contact the User for any reason whatsoever using their email address.

Accounts may not be lent, shared, traded, gifted, purchased, transferred or sold. Plug In Digital shall not be held liable for the lending, sharing, trade, purchase, transfer or sale of any Accounts, and Users in breach of the foregoing will be subject to the penalties set forth in Section 11 herein.

Users are solely responsible for the use of their Account. Any connections or data transmissions performed with the User's password will be deemed to have been made by that User and under that User's exclusive responsibility.

To keep your username and password confidential and private, you are advised to log out of your Account at the end of each session by clicking on "Log out" or any similar button.

Users agree to immediately notify Plug In Digital of any unauthorised use of their Account and/or password, or if their password is lost or stolen.

If Users have reasonable grounds to suspect a security flaw, including the loss, theft or unauthorised use of their username and password or any other problem relating to the security of their Account, they must immediately notify Plug In Digital. Plug In Digital may subsequently reset their password and suggest ways of improving the security of the Account. Plug In Digital may also disable access to the Account in question until such time as an investigation has been carried out. Following its investigation, Plug In Digital will decide how to respond to the problem at its sole discretion.

If Users forget their password, they can notify Plug In Digital by clicking on the "Forgot your password?" link on the Site's homepage. In such cases, Users must enter their username. An email containing their new password will be sent to the email address used for their registration.

#### 4. Earnings, Virtual Items and Licences

4.1. When using the Services, Users may earn or purchase access to a virtual currency, virtual items, tokens, points and other in-game items, which may be used as part of the Services (“Virtual Items”).

When using the Services, Users may use legal currency to purchase a licence to use Virtual Items and/or others goods and Services. Users may also purchase a licence to use Virtual Items by spending virtual money, such as Facebook Credits or any other currency accepted by Plug In Digital.

Users will then be granted a limited licence to use the Items and/or Services. The transaction for a limited licence will be deemed complete once payment has been received directly by Plug In Digital or upon use of virtual money, such as Facebook Credits or any other currency accepted by Plug In Digital.

Any “virtual currency” balance displayed in the User’s Account does not constitute a real-world balance that can be redeemed for real money and is merely used to measure the extent of the User’s licence.

Virtual money for purchasing a licence to use Virtual Items is not redeemable.

#### 4.2. Procedure and Terms for Purchasing Licences

Users may purchase the different aforementioned Items on the page used to view their Account’s virtual basket or by any other method made available by Plug In Digital as part of the Services.

After selecting the Items that they wish to purchase, Users confirm their order via their Account’s virtual basket, select the payment method and enter their billing address.

The applicable pricing terms are those stipulated on the Site at the time of placing the order. Plug In Digital reserves the right to amend its prices at any time. Users will be notified of any change in prices by any appropriate means. Users will only be bound by the new pricing terms once they have expressly accepted such terms. In case of new Users, the new prices will become effective once implemented. In case of existing Users, the new prices will apply once they place a new order.

Users may purchase online using all types of payment method. Services will be available once confirmation is received from the bank that payment has been made.

The invoice corresponding to the User’s payment will be emailed to the address used for registering their Account. Upon written request, Plug In Digital will send the requested invoices by mail.

If Users believe that the invoice is incorrect and/or wish to make a claim, they must contact Plug In Digital in writing within seven days of the date stated on the invoice in question in order to receive a credit note or have their invoice amended.

Users may under no circumstances claim any indemnification from Plug In Digital if Services are interrupted, suspended or restricted due to a payment incident.

Purchase confirmation and a summary of the order will be sent to the User immediately following payment.

Users agree to promptly check that the information in the email is correct and to keep a copy of the email.

Plug In Digital will keep a record of all transactions on file for the purpose of responding to any subsequent enquiries from Users.

If Users pay with Facebook Credits acquired from Facebook, they must confirm that they have read and accepted Facebook's User Payments Terms. Plug In Digital is not a party to the transaction between Facebook and the User.

For Virtual Items, the User's order will constitute an offer to purchase a licence for the Services, which Plug In Digital will accept by making those Virtual Items available to the User according to the terms defined by Plug In Digital.

The Items ordered will be available for use by the User as part of the Services when Plug In Digital accepts the order and/or payment, including payments made with virtual money if applicable.

#### 4.3. Cooling-Off Period

Plug In Digital informs non-professional Users that Section L.121-20 of French consumer law allows Users to withdraw from a purchase within seven (7) calendar days of entering into a distance service contract. However, Plug In Digital informs Users that they lose their right of withdrawal if they order items that are promptly made available to the User upon purchase and used before the end of the cooling-off period.

Users expressly consent to Items being made promptly available upon completion of purchase and therefore waive any right of withdrawal.

## 6. User Content

6.1. The Services may provide for such functionality as forums, blogs and chat rooms, where Users can publish "User Content" if applicable.

"User Content", generated by users, refers to all communications, chat messages, images, sounds, material, data and information that Users upload or send via the Services, or which other Users download and/or transmit ("User Content").

User Content may also include observations and comments made by Users on various topics.

Plug In Digital cannot guarantee that the ideas and information that a User has chosen to share via the Services will not be used by itself or other Users. Therefore, if Users wish to keep information or an idea secret and/or do not wish to see such information or idea used by others, they agree not to upload same via the Services. If Users submit suggestions, proposals, comments or other items (“Submissions”) to Plug In Digital as part of the Services, Plug In Digital will be under no obligation to keep such Submissions confidential and will not be bound to respond to such Submissions in any manner whatsoever, and may use the Submissions for any practical purposes, without any indemnification and notwithstanding the application of any other relevant provisions of these Terms.

6.2. Users warrant that they hold all the rights relating to the User Content published. By uploading any type of User Content whatsoever (including but not limited to images, videos, submitted ideas, suggestions and posts) to the Site, Users grant (or, if applicable, represent and warrant that the holder has expressly granted them the rights) to Plug In Digital, for the purpose of operating and providing the Service in the interest of the User and others, an irrevocable, worldwide and royalty- free right and licence, for the term of copyright protection stipulated by French intellectual property law, and which will be granted in the future, especially in case of an extension inuring to the benefit of the copyright holders or their heirs, whether by statute or rule of law, custom, court or arbitrary decision, or by international treaties, agreements, decisions, directives, regulations or conventions, to use, reproduce, modify, adapt, publish, exploit, execute, communicate, represent, translate, sub-license, create derivative works and distribute User Content or incorporate User Content in any form, by any medium and using any known or currently unknown technology whatsoever, and Users consequently agree to any use for these purposes. If Plug In Digital wishes to use the User Content for any other purpose, Plug In Digital will obtain prior consent from the User.

Users acknowledge that they have been informed that Plug In Digital or its partners may take technological protection measures to exploit all or part of the User Content. Upon sending written request to Plug In Digital by registered or certified mail with return receipt requested, Users may be given access within a reasonable period of time to the main characteristics of the said technological protection measures that Plug In Digital has actually implemented to exploit the User Content.

Users and Plug In Digital expressly agree that any claims, requests or actions initiated by Users to seek payment of royalties, indemnification or compensation, may not be held as grounds for terminating or invalidating the contract and/or rights and the licence that Plug In Digital has granted to the User in respect of the User Content, but will remain restricted to a dispute concerning the type or amount of royalties, indemnification or

compensation sought, where such dispute may only be resolved by the payment or nonpayment of a sum, but where the User does not have the right to dispute or challenge the rights granted to Plug In Digital in respect of the User Content.

To the extent permitted by law, Users hereby acknowledge and accept, and in full consideration of the type of Services hereunder, that they are aware of the risks inherent in distributing User Content and adapting and/or modifying such Content, and Users accept this eventuality. Furthermore and for the same reasons, Users acknowledge that their name and their status as the author may be systematically associated with the User Content, which Users accept.

Such consent is not only granted in respect of the User's proprietary rights, but also their moral rights. Users acknowledge and accept that their moral rights are likely to be subject to their consent and are neither unlimited, discretionary nor absolute.

6.3. Users are fully and solely liable for the lawfulness and use of the User Content posted and transmitted via the Services and therefore hold Plug In Digital harmless against any third-party claims and/or actions.

In no event will Plug In Digital be liable if User Content is held to be unlawful or used in an unlawful manner.

If Users suspect that another User is making illegal use of the Services, such as by posting unlawful content, they agree to click on the "Report Abuse" link or any similar link and/or contact the Plug In Digital Customer Support Department directly to report such abuse.

Plug In Digital has the right, at its sole discretion, to immediately delete seemingly unlawful Content, especially any User Content that has been subject to a claim and which is likely to violate third-party rights and/or conflict with these Terms. Users expressly accept this right of Plug In Digital and agree to waive any claims against Plug In Digital if User Content is deleted for any reason whatsoever.

Plug In Digital may check and/or record Users' interactions with the Services or their communications (including but not limited to chat messages and voice communications).

Plug In Digital reserves the right to restrict the storage capacity available to Users for uploading Content.

6.4. Users warrant that any User Content uploaded is:

- Accurate and not confidential.
- Not in violation of any applicable rules of law, contractual terms or any other third-party rights; if applicable, Users must have authorisation from the third parties whose personal information and/or intellectual property is included in the User Content.
- Free from any viruses, adware, spyware,



worms or other malware. • In compliance with these Terms and especially the obligations set forth in Section 9.

## 7. Personal Information

7.1. In pursuance of France's Data Protection Act 1978, as amended, Plug In Digital hereby informs Users that it protects the confidentiality, integrity and security of any information that they might be required to provide in using the Services or Site.

Any personal information that identifies the User directly, such as their last name, first name, postal address, email address and telephone number, or indirectly, according to applicable legislation, will be deemed confidential and treated as such.

When Users create an Account, Plug In Digital is responsible for processing their personal information, which Users accept.

As required by the foregoing act, Plug In Digital is duly registered with France's data protection authority (CNIL) to process personal information, under registration number 1584940 v 0. Plug In Digital updates its registration with CNIL as necessary.

The data collected come from people providing their information as part of their desire to access or use the Services and become a User.

Data may be used to manage the operations carried out over the Site, particularly access to and use of the Services.

Plug In Digital keeps Users' personal information on file for the duration required to satisfy the aims of this Section and for the purpose of defending its contractual and/or tortious liability. Upon expiration of this duration, only anonymous statistical data are retained and will not be exploited in any manner whatsoever.

Subject to providing evidence of their identity, Users have the right to access, amend, correct and delete their personal information either via their Account or by writing to Plug In Digital at the following email address: [rgpd@plugindigital.com](mailto:rgpd@plugindigital.com), or the following postal address: Plug In Digital 8b boulevard Berthelot, 34000 Montpellier, France.

7.2. Plug In Digital uses cookies to collect browsing information for statistical purposes. Users must agree to the use of cookies for any free or premium subscription.

Plug In Digital also reserves the right to collect certain types of information relating to the User's computer (IP address, ISP, hardware, software configuration, etc.) and the Services (log and history of all data exchanged, log and history of all logins, etc.).

Plug In Digital may use this information for any purposes whatsoever, especially for improving Users' experience of the Services and ensuring Users' compliance with these Terms.

Plug In Digital may use all the information available on its servers to carry out any types of checks for the purpose of preventing and sanctioning violations of these Terms.

7.3. Plug In Digital generally agrees to never disclose Users' personal information, except where consent has specifically been obtained from the Users or in exceptional circumstances as described below.

Plug In Digital has listed the following cases where Users' personal information may be subject to disclosure:

- It may be necessary – by law, legal process, litigation and/or requests from public and governmental authorities within or outside the User's country of residence – for Plug In Digital to disclose the aforementioned personal information.
- Plug In Digital may also disclose such information if disclosure is necessary for purposes of national security, law enforcement or other issues of public importance.
- Plug In Digital may also disclose Users' personal information if disclosure is reasonably necessary to enforce these Terms or protect its operations or Users.
- In the event of a reorganisation, Plug In Digital may transfer any and all personal information collected to the relevant third party.

## 8. Hypertext Links

The Site may contain hypertext links to third-party content or websites, including other websites operated by Plug In Digital or its partners.

Plug In Digital is not responsible for the quality or accuracy of such content or websites, and a link does not constitute Plug In Digital's endorsement, publication or authorisation of said websites or content.

Consequently, the operators of said websites are solely responsible for complying with applicable legislation and regulations, especially in respect of the products and services advertised for sale on their website and particularly in terms of consumer protection, distance selling, price regulation, personal data protection and so on.

Plug In Digital disclaims any and all liability for any damage caused by the use of such websites.

## 9. Intellectual Property

9.1. Users are granted a licence to access and use the Services solely for personal purposes to the extent permitted by the rights under such licence. Users may not use the Services other than in accordance with the rights under the licence granted. In using the Services provided, Users agree to use the said Services as part of a non-exclusive and non-transferable licence.

9.2. Users may under no circumstances consider that they have any title to the digital files of the content for which they have been granted usage rights. Physical control over the files is only granted to allow Users to enjoy the rights granted under the licence, and such files are only incidental to the rights under the licence granted.

The licence may not be transferred, due to the specific commitments binding the User under these Terms.

Any reproduction or representation, whether in full or in part, for purposes other than the User's personal use on any medium whatsoever is prohibited. Failure to comply with this provision will constitute a breach of these Terms and may incur the infringer's civil and criminal liability.

9.3. The names, images, logos and any other distinguishing marks on the Site that identify Plug In Digital, its partners or third parties, or their products and services, including the Services offered by Plug In Digital, are content protected by intellectual property rights, trademark rights, design rights, specific database producer rights and/or copyright and neighbouring rights in France and abroad. Any unauthorised reproduction and/or use may constitute a criminal offence or give rise to civil liability.

The Services and their content (including but not limited to games, titles, characters, dialogue, stories, artwork, musical compositions, software, visuals and audiovisual effects), the Site, the general structure of the Site, the editorial content, images, sounds, videos, multimedia, text, photos, drawings, icons, software, databases used and all other content on the Site are protected by copyright, neighbouring rights and/or sui generis database producer rights, as well as applicable international agreements.

Plug In Digital, its partners and third parties alone hold the aforementioned intellectual property rights for all the items on the Site and/or provided by Plug In Digital as part of the Services.

Users agree to abide by these rights.

Subject to civil and/or criminal action and except where consent has been specifically obtained from Plug In Digital, Users agree not to:

- Reproduce, represent, modify, publish, adapt on any medium or by any means whatsoever all the items on the Site and the Services.
- Interfere with the computer systems implemented to deliver the Services, including any intrusions or attempted intrusions.
- Reverse engineer all or part of the Services.
- Compile, decompile or disassemble all or part of the Services.

- Modify or create programmes developed from all or part of the Services, including for the purpose of correcting any errors, insofar as Plug In Digital alone is authorised to perform such corrections.
- Distribute and/or disseminate copies of all or part of the Services.
- Remove or delete all notices and/or proprietary information on all or part of the Services.
- Resell, rent, sub-let or transfer the Services to a third party in any manner whatsoever.

Any use, reproduction or representation, whether in full or in part, of the distinguishing marks or items on the Site without prior written consent from Plug In Digital, its partners or third parties, is prohibited and will constitute a violation of criminal and civil laws.

9.4. Users acknowledge that they have no title to the content available through the Services, including but not limited to the Virtual Items that appear in the Services, irrespective of whether the User has “earned” or purchased such items from Plug In Digital, and no title to any other attributes associated with an Account or stored on the Services.

Plug In Digital prohibits and does not recognise, except where authorisation has expressly been given, purported transfers of Virtual Items outside of its Services, or the purported sale, gift or trade of any items whatsoever appearing in its Services in the “real world”. Accordingly, Users may not trade, sell or attempt to sell Virtual Items for legal currency, or trade Virtual Items for any type of goods whatsoever outside the game, without written consent from Plug In Digital. Such transfers or attempted transfers are prohibited and have no legal value whatsoever. If necessary, Plug In Digital will terminate and close the Account of any Users involved in such activities, without prejudice to any other rights of Plug In Digital in respect of infringement.

9.5. The digital files on the Site may be protected by technological protection measures or digital rights management systems to control the use of such files and prevent them from being copied. These measures and systems are aimed at giving Users maximum flexibility in using the content made available, while protecting the rights of authors, artists and content publishers.

Users shall not take any action aimed at circumventing or infringing the digital content protection systems. Users shall not violate, in any way whatsoever, the reproduction, representation and other rights held by the content’s publishers.

Technological protection measures and digital rights management systems are governed by French intellectual property law. Any attempt to circumvent these measures or systems is subject to the penalties set forth in that law. More generally, any use of the digital files other than in accordance with these Terms may be construed as

an act of infringement, which may result in criminal or civil penalties by violating applicable laws and regulations.

In consideration of the legal technological measures and digital rights management systems in pursuance of French intellectual property law, Users may not transfer the licence, content or digital files to a third party.

## 10. User's Obligations and Liability

### 10.1. Obligations

As part of an obligation to achieve a specific purpose, Users agree to comply with the provisions of these Terms and our Privacy Policy: <https://plugindigital-cdn.s3.eu-west-3.amazonaws.com/Plug+in+Digital/PlugInDigital-Privacy-Policy.pdf>.

Users are bound to abide by the following rules of conduct. As such, Users may not use the Services to:

- Transmit any content constituting child pornography or content that is otherwise harmful to minors or undermines the protection of children and teenagers.
- Send or transmit any message whose content is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, privacy-invasive, hateful, racist, anti-Semitic or xenophobic, promotes Holocaust denial or is otherwise objectionable.
- Transmit any content contrary to public order or decency.
- Transmit any content that could be construed as, without limitation, apologising for or inciting criminal offences and acts, inciting suicide, inciting the use of drugs or prohibited substances, inciting acts of terrorism, provoking discrimination, hatred or violence due to race, ethnic group, religion or nationality, spreading false news or false rumours; undermining legal justice, proceedings, the disclosure of information relating to an individual's financial situation; unauthorised dissemination of surveys and voting simulations relating to an election or referendum; slander and insults; invasion of privacy; acts endangering minors, especially through the fabrication, distribution and broadcasting of messages of a violent or pornographic nature or likely to severely offend human dignity or decency, or equality between men and women.
- Transmit any content showing or promoting cruelty to animals.
- Transmit any message that the User is not authorised to make available under any statute or rule of law (including but not limited to inside, proprietary and confidential information learned or disclosed as part of an employment contract or nondisclosure agreement).
- Transmit any message whose content infringes any patent, trademark, registered drawing or pattern, trade secret, copyright, neighbouring rights, intellectual property rights or other proprietary rights of any party, publicity rights, or is likely to incur tortious liability.
- Forge headers, whether official or otherwise, and manipulate identifiers in any manner whatsoever for the purpose of disguising the origin of the content sent through the application.
- Collect or store data for the purpose of creating a database about all or

part of the Services or Users of the Services. – Access or attempt to access another User's account. – Transmit any message containing computer viruses or any other code, file or computer program designed to interrupt, destroy or restrict the normal use of any software, computer, hardware or telecommunications devices, without limitation. – Transmit messages inciting or allowing others to hack or circumvent (crack) the features designed to protect information and notices relating to intellectual property rights. – Interfere with or disrupt the Services, servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site. – Intentionally or unintentionally violate any applicable local, national or international law and any limitations contained herein. – Impersonate or otherwise misrepresent their affiliation with any person or entity, including an official representative of Plug In Digital, a forum leader and/or Service administrator. – Harass one or more Users of the Services in any way whatsoever. – Post information referring to other sites (whether by creating hypertext links or simply providing information), whose content is likely to contravene any applicable statute or rule of law, or infringe personal or property rights and/or intellectual property rights. – Harm Plug In Digital and its managers and/or employees and/or partners in any manner whatsoever or their image and reputation, especially by proffering insults and threats. – Distribute or spread false rumours, especially junk mail, chain letters and other schemes. – Use the Services for promotional or commercial purposes, including but not limited to distributing or simplifying the distribution of advertisements or any other forms of solicitation, or collecting or transferring Virtual Items for sale and generally offering products and services for commercial purposes. – Use all or part of the Services to offer other services, such as power-leveling and gathering Account information against payment outside the Services. – Collect, store and distribute personal information relating to other Users or third parties. – Disrupt or attempt to disrupt the performance of the Services. – Connect to the Services other than in accordance with these Terms. – Use unauthorised third-party software that accesses, intercepts, farms, mines or otherwise collects information about or through the Services, or transiting through the Services, including but not limited to software capable of reading RAM data zones or network traffic used by the Services to store information about game characters, items and environments. Plug In Digital may, at its sole discretion, decide to allow the use of certain third-party user interfaces. – Intercept, examine or otherwise observe any communication protocols belonging to or used by a User, server or the Services, whether through the use of a network analyser, packet sniffer or other

device. – Make any automated use of the system or take any action that imposes or may impose an unreasonable or disproportionately large load on the infrastructures. – Bypass any robot exclusion headers or other measures that Plug In Digital may use to restrict access to the Services, or use any software, technologies or other devices to send content or messages, delete, crawl or slow down the Services or collect and

manipulate data. – Use, facilitate, create or maintain any unauthorised connection to the Services, including but not limited to a connection to an unauthorised server that emulates or attempts to emulate all or part of our Services, or a connection using programs, tools or software not expressly approved by Plug In Digital. – Except where permitted by law or relevant free software licences, reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code of any underlying software or other intellectual property used to provide the Services, or obtain information about the Services using any method not expressly approved by Plug In Digital.

Users also agree not to send spam, floods and any sales offers to other Users; cheat, steal or attempt to steal Accounts, characters or any Account items; provide other Users with personal information about themselves or other Users.

Users agree not to create, use or disseminate any program not distributed by Plug In Digital and which may be used to modify the characteristics of their Account or another User's Account, harm the servers or harm Plug In Digital's interests. Users agree not to use flaws, bugs or any other form of error to gain advantages in using the Services. Similarly, Users agree to immediately notify Plug In Digital if they discover a flaw or error in the Services (Section 3.2).

Users acknowledge that the Site and all the content of the Services are the exclusive property of Plug In Digital, in pursuance of Section 8 herein. Consequently, Users may not sell or swap any items obtained from the Services, except for in-game exchanges authorised by the Service rules.

Users are prohibited from hosting Service servers and taking part in, organising or being involved in an attack against Plug In Digital servers.

Users agree not to spy on or intercept the communication protocols used by Plug In Digital, or use software to intercept data or the protocol.

Users are prohibited from using the Services in such a way as to damage the said Services, prevent them from working or make them inaccessible.

Furthermore, Users agree not to:

- o Use cheats, exploits, automation software, bots, hacks, mods or any unauthorised third-party software designed to modify or interfere with the Services or the game experience offered by Plug In Digital.
- o Use the Services for the purpose of designing or assisting in the design of cheats, exploits, automation software, bots, hacks, mods or any unauthorised third-party software designed to modify or interfere with the Services or the game experience offered by Plug In Digital.

- o Modify or cause to be modified any files that are part of the Services uploaded by Plug In Digital.

- o Disrupt, overburden or assist in the interruption or overburdening of the computer or server used to offer or support the Services or game environment offered by Plug In Digital, or any other person's enjoyment of the Services uploaded by Plug In Digital.

- o Instigate, assist or become involved in any type of attack whatsoever, including but not limited to the distribution of viruses, denial-of-service attacks against the Services or any other attempts to interfere with the Services or any other person's use and enjoyment of the Services.

- o Attempt to gain unauthorised access to the Services, the Accounts created by other Users or the computers, servers or networks connected to the Services other than by the user interface provided by Plug In Digital, including but not limited to circumventing or modifying, or encouraging or assisting any other person to circumvent or modify, any security, technology, device or software that is part of the Services.

Users agree not to misuse Plug In Digital's support services, such as by making false abuse reports or using vulgar and offensive language in their communications with members of the support department.

Users are solely responsible and will hold Plug In Digital harmless for all activities taking place via their Account and all acts as part of their viewing of the website and/or using the Services.

Users agree to update their Account via the Site to reflect any changes in their personal situation (such as a change of address).

Users agree to provide all the information that Plug In Digital may request in the performance of these Terms.

Users agree not to use the information from the Services other than for personal purposes only, excluding any use for public communication or advertising purposes without prior consent from Plug In Digital.

## 10.2. Liability

Users agree to indemnify and hold harmless Plug In Digital and its representatives, employees, partners and/or any third parties against any damages, claims or demands brought by third parties arising out of the use of the Services. Such liability will include any indemnification due as well as reasonable legal costs and attorneys' fees.

Users agree to pay all fees and taxes that they have incurred for any operations using their Account.

## 11. Plug In Digital's Obligations and Liability



### 11.1. Obligations

As part of a best-efforts obligation, Plug In Digital agrees to use its best endeavours to ensure the correct operation of the Site and Services, and the accuracy of the information contained therein, subject to Users abiding by their contractual obligations.

Plug In Digital does not warrant that the Services offered will always be available.

Wherever possible, Plug In Digital will use its best efforts to keep the Site and Services accessible, but is under no obligation to achieve same. In this respect, Plug In Digital reserves the right to suspend access to all or part of the Site or Services without prior notice, especially to carry out corrections, updates and maintenance. Access may also be interrupted for other reasons, such as on technical or legal grounds.

Plug In Digital does not warrant that the Site, Services or servers hosting the Site and Services are free from viruses, bugs, typographic errors, technical errors and so on. Plug In Digital does not warrant that errors will be fixed.

Plug In Digital reserves the right to stop publishing the Services and therefore permanently interrupt the Services. In such cases, Users will be notified by any appropriate means.

### 11.2. Liability

In consideration of the technical issues inherent in the decentralised operation of the Internet, Plug In Digital cannot warrant that the Site and Services will function continuously or be free from errors.

Therefore, Plug In Digital and its partners will not be liable for any faults in Service performance or the Services' merchantability or fitness for a particular purpose. In no event will Plug In Digital be liable for any interrupted access to all or part of the Services and/or Site, especially when the Site and/or Services are undergoing corrections, updates or maintenance.

Plug In Digital and its partners disclaim all liability for any loss incurred by the User, including the loss of any benefits obtained in an application, such as the level obtained and/or resources obtained by the User in the Services.

In no event will Plug In Digital be liable if the Services are used other than in accordance with these Terms.

Plug In Digital will in no way be liable for the conduct of Users uploading unlawful Content or acting in an inappropriate or unlawful manner in respect of the Services. Plug In Digital will not be held liable for the use made by a User of the content or information published by another User through the Services.

If Plug In Digital is held to be liable, any remedies will be solely restricted to actual, personal and foreseeable damages and excluding, without limitation, any indirect and/or consequential loss and/or damages, such as commercial, non-pecuniary and financial loss, including any loss of profits caused by, arising from or based on the use of the Site or Services.

In all cases, Plug In Digital may not be held liable where the fault can be attributed, whether in full or in part, to the User or a third party, or in cases of force majeure.

In all cases where Plug In Digital may be liable, any actions or claims whatsoever may not be brought more than one (1) year after the day on which Plug In Digital is alleged to have been in breach.

Users are fully responsible for their interactions with other Users of the Services and any other parties with whom Users may interact through the Services. If Users have a dispute with one or more Users, they agree to hold Plug In Digital harmless against any claims, demands and damages (actual and consequential) of any kind whatsoever, known and unknown, arising out of or in any way connected with such disputes, including damages for loss of profits, goodwill, use and data.

## 12. Penalties for Violations of these Terms

If Users are held to be in breach of any one of the provisions of these Terms and the game rules, Plug In Digital reserves the right, at its sole discretion and without prior notice, to temporarily or permanently suspend access to and use of their User Account, the Site and the Services, without any compensation, and sanction such breach as part of the applications.

Furthermore, Plug In Digital has the right to suspend access to the User Account and use of the Services at any time.

If a User has several User Accounts, Plug In Digital will sanction any violation of the rules relating to one of the Accounts by applying the sanctions stipulated in this Section to all the User's accounts.

In case of a permanent suspension, the User Account will be closed and any new requests to open an account may be declined. Users whose Account has been removed by Plug In Digital or who have been denied access to the Services uploaded by Plug In Digital may not create a new Account or use the Services without consent from Plug In Digital.

The foregoing penalties may be applied without prejudice to any criminal proceedings or civil lawsuits brought against the User by governmental authorities, third parties or Plug In Digital.

## 13. Revision of the Terms and Services

### 13.1. Revisions and Modifications to the Terms

Plug In Digital reserves the right to amend all or part of these Terms. In all cases, the Terms are regularly

adapted to conform to legal and regulatory requirements. Users will only be bound by the new terms once they have expressly accepted such terms. Users will be informed of a new version of the Terms by any appropriate means, so that they can accept such Terms. Users also have to read and accept our Privacy Policy to use our Services.

In case of an amendment to these Terms, Users will be prompted to accept the new Terms when connecting after the said amendment. Users will only be bound by the amended Terms once they have expressly accepted such terms.

However, in case of a change to the information stipulated in Section 1, Users will be notified thereof, but such changes will not be deemed amendments to these Terms.

### 13.2. Revisions and Modifications to the Services

To improve the Service game experience, Plug In Digital reserves the right to update and modify the Services (“Updater”). To ensure that such updates and modifications are effective and that Users can continue playing the Services, Users agree to install the Updater.

## 14. Acceptance and Term of the Terms of Service

### 14.1. Acceptance

These Terms will become effective on the date of the User’s acceptance according to the provisions defined in Section 3.

### 14.2. Term

These Terms constitute a binding agreement between Plug In Digital and the User for an unspecified term.

Users are free to terminate this agreement by sending two (2) days’ prior notice by email to the addresses specified in Section 15 hereinafter, or more simply by stopping using the Site and/or Services for more than three (3) months. Plug In Digital is free to terminate these Terms by sending two days’ prior notice by email to the User.

However, the parties agree that the provisions herein will continue to govern the Services used prior to the effective date of termination, particularly these Terms made available to the User prior to the effective date of termination.

## 15. Severability

If one or more provisions of these Terms are deemed or held to be invalid or unenforceable under any applicable statute or rule of law, or by a court of competent jurisdiction, the other provisions shall remain in full force and effect.

In such cases, the parties agree to substitute for the invalid and unenforceable provision a legally valid provision closely approximating the intent of the invalid provision.

## 16. Miscellaneous

16.1. For any questions, enquiries or notifications, Users may contact Plug In Digital by:

– Mail at the following address: Plug In Digital, 8b boulevard Berthelot, 34000 Montpellier, France.

– Email at: [rgpd@plugindigital.com](mailto:rgpd@plugindigital.com)

16.2. Plug In Digital may assign these Terms to any individual or company of its choosing at

any time. Users may not assign their rights and obligations hereunder.

## 16.3. Informative value of translations

If Plug In Digital provides non-French-speaking Users with a translation of these Terms upon request, Users agree that the translation is provided for guidance only and in no way modifies the French language version of these Terms.

In the event of a conflict between the translation and the French language version, the French version will control.

## 17. Non-Waiver

The failure by Plug In Digital to require or enforce performance by the User of any one of the provisions of these Terms or failure to exercise any legal right contained in these Terms will not be construed as a waiver by Plug In Digital's right to require or enforce the performance of these provisions.

The express waiver by Plug In Digital of any provision, condition or requirement of these Terms will not constitute a waiver of any subsequent obligation to comply with such provision, condition or requirement.

Except as expressly and specifically set forth in these Terms, no representations, agreements, waivers or other acts or omissions by Plug In Digital will be construed as an intention to amend these Terms and will not be binding except by a written instrument signed by the User and a legal representative for Plug In Digital.

## 18. Governing Law, Disputes and Jurisdiction

### 18.1 Governing Law

These Terms will be governed by and construed in accordance with French law.

Prior to seeking legal action, Users agree to send Plug In Digital notice of any difficulties to the following postal address: Plug In Digital, Service Juridique, 8b boulevard Berthelot, 34000 Montpellier, France. At the request of Plug In Digital, Users agree to use their best efforts to find an amicable arrangement.