

## TAKE-TWO INTERACTIVE SOFTWARE, INC. TERMS OF SERVICE

Revised: October 17, 2018

### TERMS & CONDITIONS

This document constitutes an agreement (the "Agreement") between you and the United States company Take-Two Interactive Software, Inc., its parents, subsidiaries, and affiliates, (the "Company," "we," "us," and "our") that governs the relationship between you and the Company with respect to your use of the Online Services. The Company provides access to the Online Services and any related services subject to your compliance with this Agreement. Thus, it is important that you carefully read and understand this Agreement.

The terms and conditions herein are in addition to and supplement the End User License Agreement at [www.take2games.com/eula](http://www.take2games.com/eula) that governs the use of all software and services distributed by the Company. Please review the End User License Agreement carefully.

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## DESCRIPTION OF ONLINE SERVICES

Subject to full compliance with this Agreement, the Company may offer to provide certain products, services, and websites accessed through internet-capable hardware platforms including gaming consoles, personal computers, mobile computers, or mobile devices, or in-game applications or software platforms including third-party hosts (collectively the "Online Services"). Online Services shall include, but not be limited to, any service or content the Company provides to you, including any materials displayed or performed. The Company may change, suspend or discontinue the Online Services, including the availability of any feature or content, on thirty days' notice, or immediately for any reason beyond the Company's reasonable control, or if you breach any term of an agreement or policy governing the Software, including this Agreement, Licensor's Privacy Policy and/or Licensor's Terms of Service. The Company may also impose limits on certain features and services or restrict your access to parts or all of the Online Services without notice.

## TRADEMARK AND COPYRIGHT INFORMATION

All Online Services material, including, but not limited to, text, data, graphics, logos, button icons, images, audio clips, video clips, links, digital downloads, data compilations, and software is owned, controlled by, licensed to, or used with permission by the Company and is protected by copyright, trademark, and other intellectual property rights. The Online Services material is made available solely for your personal, non-commercial use and may not be copied, reproduced, republished, modified, uploaded, posted, transmitted, or distributed in any way, including by email or other electronic means, without the express prior written consent of the Company in each instance. You may download material intentionally made available for downloading through the Online Services for your personal, non-commercial use only, provided that you keep intact any and all copyright and other proprietary notices that may appear on such materials.

## SUBMISSIONS

The Company welcomes input from the gaming community. You hereby grant the Company an exclusive, perpetual, irrevocable, fully transferable, and sub-licensable worldwide right and license to use any submissions you submit to the Company of any nature whatsoever, whether through a posting on a Company website, email to the Company, mail, or any other means and without any obligation to account, credit, or make any payment to you for any use thereof. No purported reservation of rights incorporated in or accompanying any submission shall have any force or effect.

## CODE OF CONDUCT

The following rules, policies, and disclaimers shall govern and/or apply to your use of the Online Services.

You agree, by using the Online Services, that: (1) you will only use the Online Services for lawful purposes, in compliance with applicable laws, for your own personal, non-commercial use; (2) you will not restrict or inhibit any other user from using or enjoying the Online Services (for example, by means of harassment, hacking, interfering, adversely affecting, or defacement); (3) you will not use the Online Services to create, upload, or post any material that is knowingly false and/or defamatory, inaccurate, abusive, vulgar, obscene, profane, hateful, harassing, sexually oriented, threatening, invasive of one's privacy, in violation of any law, or is inconsistent with community standards; (4) you will not post, upload, or create any copyrighted material using the Online Services unless you own the copyright in and to such material; (5) you will not post, upload, or transmit any information or software that modifies or alters the Online Services in any way or that contains a virus, worm, timebomb, cancelbot, trojan horse or other harmful, disruptive, or deleterious component; (6) you will not post, upload, create, or transmit materials in violation of another party's copyright or other intellectual property rights; (7) you will not cheat or utilize any unauthorized robot, spider, or other program in connection with the Online Services; (8) you will not impersonate any other individual or entity in connection with your use of the Online Services, and (9) you will not provide assistance, guidance, or instruction to any

other individual or entity regarding any of the above. All determinations will be made by the Company in its sole discretion.

When we provide Online Services involving user-created content ("UGC"), we do not review every piece of UGC, nor do we confirm the accuracy, validity, or originality of the UGC posted. We do not actively monitor the contents of the postings, nor are we responsible for the content of any postings. We do not vouch for, nor do we warrant the validity, accuracy, completeness, or usefulness of any UGC. The contents of the postings do not represent the views of the Company, its subsidiaries, or any person or property associated with the Company, the Online Services, or any website in the Company's family of websites. If you feel that any posting is objectionable, we encourage you to use associated report functions or contact us by visiting [www.take2games.com/support](http://www.take2games.com/support) or <http://www.socialpoint.es/community/#support>. We will remove objectionable content if we deem removal to be warranted. Please understand that removal or editing of any content is a manual process and might not occur immediately or at all. The Company is not responsible for any content posted, or actions taken, by any other User that impacts you or your use of the Online Services. We reserve the right to remove (or not) any UGC or content for any (or no) reason whatsoever. You remain solely responsible for your UGC, and you will accordingly be responsible and liable to the Company and its agents with respect to any claim based upon the transmission of your UGC. Posting of advertisements, chain letters, pyramid schemes, solicitations, the same note more than once or "spamming," and the like, are inappropriate and forbidden on the Online Services (including bulletin boards and chat rooms).

To the fullest extent allowed by applicable law, your use of the Online Services is at your own risk and the Company is not responsible for any loss, damage, or unsatisfactory performance related to the Online Services.

We reserve the right to reveal your identity (including whatever information we know about you) without notice to you in certain circumstances set forth in our Privacy Policy. Please visit [www.take2games.com/privacy](http://www.take2games.com/privacy) for more details.

## **LIMITED LICENSE BY THE COMPANY**

The Company grants you a limited, non-sublicensable license to access and use the Online Services. Such license is subject to this Agreement and, as applicable, the software EULA located at [www.take2games.com/eula](http://www.take2games.com/eula), and specifically conditioned upon the following: (i) you may only view, copy and print portions of the Online Services for your own informational, personal and non-commercial use; (ii) you may not modify or otherwise make derivative uses of the Online Services, or any portion thereof; (iii) you may not remove or modify any copyright, trademark, or other proprietary notices that have been placed in the Online Services; (iv) you may not use any data mining, robots or similar data gathering or extraction methods; (v) you may not use the Online Services other than for their intended purpose; (vi) you may not reproduce, prepare derivative works from, distribute, frame, "mirror," or display the Online Services, except as provided herein; and (vii) you must not violate the Code of Conduct set forth above.

Except as expressly permitted above, any use of any portion of the Online Services without the prior written permission of the Company is strictly prohibited and will terminate the license granted herein. Any such unauthorized use may also violate applicable laws, including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in this Agreement may be construed as

conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time.

You represent and warrant that your use of the Online Services will be consistent with this license, the EULA, and any other applicable agreements or policies, and will not infringe or violate the rights of any other party or breach any contract or legal duty to any other parties, or violate any applicable law. You will be responsible and liable to the Company in respect of any liability that the Company suffers arising out of your use of Online Services not in accordance with this Agreement. To request permission for uses of the Online Services not included in the foregoing license, you may write to the Company at [webmaster@take2games.com](mailto:webmaster@take2games.com).

## LICENSE TO THE COMPANY

By creating UGC, posting messages, uploading files, creating files, inputting data, or engaging in any form of communication with or through the Online Services, you are granting the Company a royalty-free, perpetual, non-exclusive, unrestricted, worldwide license to: (1) use, copy, sublicense, adapt, transmit, publicly perform, or display any such material; and (2) sublicense to third-parties the unrestricted right to exercise any of the foregoing rights granted with respect to the material. The foregoing grants shall include the right to exploit any proprietary rights in such material, including but not limited to rights under copyright, trademark, service mark, or patent laws under any relevant jurisdiction. Please consult the EULA at [www.take2games.com/eula](http://www.take2games.com/eula) for additional license terms related to our software.

## MAKING PURCHASES

If you wish to purchase products or services described in the Online Services, you may be asked to supply certain information including credit card or other payment information. You agree that all information that you provide will be accurate, complete, and current. You agree to pay all charges, including shipping and handling charges, incurred by users of your credit card or other payment mechanism at the prices in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to your purchases. Please review the Company's privacy policy at [www.take2games.com/privacy](http://www.take2games.com/privacy) before submitting such information.

## RINGTONES, WALLPAPERS, AND OTHER MOBILE DEVICE SERVICES & PRODUCTS

Certain mobile phone handsets and carriers offer services that enable consumers to select and purchase directly through their mobile devices various digital mobile products. The Online Services may also offer the ability to select and purchase various digital mobile products that will be delivered to your mobile device. These digital mobile products offerings and products may enable the consumer to customize their mobile device or mobile device service (for example with ringtones or wallpaper), or allow the consumer to select certain video or audio files that can be viewed or listened to whenever the consumer chooses. All or some of the digital mobile products offerings may not be available on, transmissible to, or compatible with

all mobile devices. As a result, consumers may not be able to access, purchase or make use of all the services or offerings. Any attempt to purchase these products or services may result in mobile carrier charges being separately billed to your mobile device account for SMS messaging or other communications. In addition, the consumer may be separately billed by the mobile carrier for the actual product, service or offering selected. In the event the consumer has a call waiting and an incoming call is received while accessing or ordering any mobile product or service, such product, service or other offering may be interrupted or may not completely download. You can unsubscribe from any subscription service by following the instructions in the message or on the website related to the product. Please see <http://www.take2games.com/support> for support information regarding our 2K, Rockstar and Private Division products. Please see <http://www.socialpoint.es/community/#support> for support information regarding our Social Point products.

## VIRTUAL CURRENCY AND VIRTUAL GOODS

The Online Services, including software, may offer the ability to purchase and/or earn via gameplay a limited license to use virtual currency and/or virtual goods exclusively within applicable software and services provided by the Company. Such license is subject to and specifically conditioned upon your acceptance of, and compliance with, the EULA, this Agreement and any other applicable policies or agreements. All in-game Virtual Currency and/or Virtual Goods may be consumed or lost by players in the course of gameplay according to the game's rules applicable to currency and goods, which may vary. See the EULA at [www.take2games.com/eula](http://www.take2games.com/eula) for more details.

## WARRANTY DISCLAIMER

THE COMPANY MAY PROVIDE LINKS AND POINTERS TO INTERNET WEBSITES MAINTAINED BY THIRD-PARTIES ("THIRD-PARTY SITES") AND MAY, FROM TIME TO TIME, PROVIDE THIRD-PARTY MATERIALS ON ITS WEBSITES. NEITHER THE COMPANY, ITS PARENT OR SUBSIDIARY COMPANIES, NOR THEIR AFFILIATES, ENDORSE, TAKE RESPONSIBILITY FOR, OPERATE OR CONTROL IN ANY RESPECT ANY INFORMATION, PRODUCTS, OR SERVICES ON THESE THIRD-PARTY SITES. THE MATERIALS ON THE THIRD-PARTY SITES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. Because some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, some or all of the above exclusions and limitations may not apply to you.

## VOID WHERE PROHIBITED

Although Company Online Services are accessible worldwide, not all products or services are available to all persons or in all geographic locations. The Company reserves the right to limit, in its sole discretion, the provision and quantity of any product or service to any person or

geographic area it so desires. Any offer for any product or service made is void where prohibited.

## YOUR RESPONSIBILITY TO THE COMPANY

You are responsible and liable to the Company and its affiliated companies, officers, directors, employees, agents, licensors, and suppliers in respect of all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation by you of this Agreement. The Company reserves the right to assume the exclusive defense and control of any matter that you are responsible and liable for under this paragraph.

## LITIGATION ISSUES

This Agreement is entered into in the State of New York and shall be governed by, and construed in accordance with, the laws of the State of New York, exclusive of its choice of law rules.

The End User License Agreement <https://www.take2games.com/eula/> contains a binding individual arbitration and class action waiver provision that affects your rights with respect to any 'Dispute' between you and the Company, and requires you and the Company to resolve Disputes in binding, individual arbitration, and not in court. You have a right to opt out of the Binding Individual Arbitration section as explained in the EULA. Please read it carefully before installing or using any Company software or services. The Binding Individual Arbitration section shall not apply to the extent prohibited by the laws of your country of residence. For any disputes not subject to binding individual arbitration, you and the Company agree to submit to the exclusive jurisdiction of the state and federal courts in New York County, New York, and to waive any jurisdictional, venue, or inconvenient forum objections to such courts (but without affecting either party's rights to remove a case to federal court if permissible). This paragraph will be interpreted as broadly as applicable law permits. For example, if you are a resident of a European Union member state, you will benefit from any mandatory provisions of consumer protection law in the member state in which you are resident, and you can bring legal proceedings in relation to this Agreement in the courts of the member state in which you are resident. The Company has the right to prosecute civil claims against you for any violation of its End User License Agreement, the Terms of Service, the Privacy Policy, or any other governing terms and conditions related to its software and services, whether for breach of contract, violation of common law rights, or violation of any applicable state or federal statute. Any violation by you of such governing terms shall constitute an affirmative defense (whether characterized as arising at law or in equity) against any claim you might assert against the Company in connection with the Online Services.

## TERMINATION

The Company may terminate or suspend any and all Online Services and any registered account immediately, without prior notice or liability on thirty days' notice, or immediately for any reason beyond the Company's reasonable control or if you breach any terms and

conditions of an agreement or policy governing the Software, including this Agreement, the Privacy Policy and/or the End User License Agreement. Upon termination of your account, your right to use the Online Services will immediately cease. If you wish to terminate your account, you may simply discontinue using the Online Services.

The Company may terminate any of the Online Services for any reason at all by giving at least thirty days' notice by email or on the website page entitled "Legal Notices" or "Legal Information" (or similar title), or immediately without notice for any reason beyond the Company's reasonable control.

All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers and limitations of liability.

## MISCELLANEOUS

In the event that any of the provisions of this Agreement are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. This Agreement, along with the Privacy Policy located at [www.take2games.com/privacy](http://www.take2games.com/privacy) and the EULA, constitutes the entire agreement between you and the Company pertaining to the subject matter hereof, and any and all written or oral agreements heretofore existing between you and the Company with respect to the subject matter of this Agreement are expressly canceled.

No failure or delay by the Company to enforce any rights or powers under this Agreement may be deemed a waiver of those or any other rights or powers of the Company.

The Company may modify the terms of this Agreement at any time in its sole discretion by posting a revised Agreement or, in the case of a material modification, by posting notice of such modification on the website page entitled "Legal Notices" or "Legal Information" (or similar title) before the modification takes effect.

## DESIGNATED AGENT UNDER THE DIGITAL MILLENNIUM COPYRIGHT ACT

The Digital Millennium Copyright Act ("DMCA") provides a mechanism for notifying service providers of claims of unauthorized use of copyrighted materials. Under the DMCA, a claim must be sent to the service provider's designated agent. If you believe in good faith that the Company should be notified of a possible online copyright infringement involving any Online Service, please notify the Company's designated agent:

Service Provider: Take-Two Interactive Software, Inc.

Address of Designated Agent:

Take-Two Interactive Software, Inc.

110 W 44<sup>th</sup> Street

New York, NY 10036

United States of America

Attention: General Counsel

Telephone Number of Designated Agent: +1 646-536-2842

Facsimile Number of Designated Agent: +1 646-941-3566

Email Address of Designated Agent: [copyright@take2games.com](mailto:copyright@take2games.com)

Please be aware that, in order to be effective, your notice of claim must comply with the detailed requirements set forth in the DMCA. You are encouraged to review them (see 17 U.S.C. Sec. 512(c)(3)) before sending your notice of claim.

To meet the notice requirements under the DMCA, the notification must be a written communication that includes the following: (1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (2) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (3) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (4) Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted; (5) A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (6) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

## REPEAT INFRINGER POLICY

In accordance with the DMCA and other applicable law, the Company has adopted a policy of terminating, in appropriate circumstances and at Company's sole discretion, registered accounts deemed to be repeat infringers. The Company may also at its sole discretion limit access to the Online Services and/or terminate the account of anyone who infringes any intellectual property rights of others, whether or not there is any repeat infringement.