

Rockstar Terms of Service

Last Updated: January 29, 2024.

Rockstar Games, Inc. is a company headquartered at 622 Broadway, New York, NY 10012, United States of America; its parent company is Take-Two Interactive Software, Inc., and it is part of a group that includes all Take-Two entities and labels (collectively “Rockstar,” “we,” “us,” and “our”). These Terms of Service (“Agreement”) cover the terms and conditions by which we offer you access to use our games, apps, products, websites, and other services (the “Services”) as well as Virtual Items (as defined in Section 3 below) and your Account (as explained in Section 1.3 below). This Agreement is a legal contract between you and Rockstar. By accessing our Services, you are agreeing to be bound by the terms of this Agreement.

Nothing in this Agreement is intended to limit or exclude the application of any mandatory consumer laws in your jurisdiction of residence. If you do not agree to all of the terms in this Agreement, you are not permitted to use the Services or any Virtual Items, or to create an Account.

Please read this Agreement carefully, and take particular care when reviewing these sections:

Section 6 — User Rules.

Your use of our Services includes the obligation and responsibility to help us ensure that our social and online gaming experiences are inclusive and respectful for all users and our employees and contractors. You must follow the rules in Section 6, including the Code of Conduct, while using the Services, Virtual Items, or your Account.

Section 15 — Mandatory Arbitration.

THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION CLAUSE AND A WAIVER OF CLASS ACTION AND JURY TRIAL RIGHTS FOR ALL USERS RESIDING IN THE UNITED STATES AND ANY OTHER TERRITORY OTHER THAN AUSTRALIA, SWITZERLAND, THE UNITED KINGDOM, OR THE TERRITORIES OF THE EUROPEAN ECONOMIC AREA.

FOR COVERED USERS, UNLESS YOU OPT-OUT VIA THE PROCESS IN SECTION 15.5(3), YOU WILL BE BOUND BY THE ARBITRATION AGREEMENT, WHICH MEANS THAT YOU AND ROCKSTAR WILL BE REQUIRED TO RESOLVE ANY DISPUTE, SUBJECT TO LIMITED

EXCEPTIONS, BY FINAL AND BINDING INDIVIDUAL ARBITRATION. THE ARBITRATION CLAUSE WAIVES YOUR RIGHT TO A JURY TRIAL, AND TO PARTICIPATE IN CLASS ACTION, COLLECTIVE ACTIONS, AND ALL OTHER TYPES OF COURT PROCEEDINGS. YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND – UNLESS YOU VALIDLY OPT-OUT -- EXPRESSLY AGREE TO THE MANDATORY ARBITRATION CLAUSE AND CLASS ACTION / JURY TRIAL WAIVER

PLEASE SEE SECTION 15 OF THIS AGREEMENT FOR MORE INFORMATION ABOUT MANDATORY ARBITRATION, THE AFFECT ON YOUR LEGAL RIGHTS, AND YOUR TIME-LIMITED RIGHT TO OPT OUT.

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1. Your Use of the Services.

1.1. **Age Restrictions and Legal Responsibility.** As used in this Agreement, “you” or “your” means the individual user interacting with our Services; if such user is under 18 (or the minimum legal age of adulthood in your country), then “you” or “your” means the user’s parent or legal guardian entering into this Agreement on the user’s behalf. You, or any person under your supervision, should only use the Services if you, or the person under your supervision, are above the minimum age rating for the applicable Service. Minors under 18 (or the legal age of adulthood in your country), must ask their parent or guardian to review and explain this Agreement to them, and to agree to this Agreement on their behalf. If you accept this Agreement on behalf of a minor, you should supervise the minor’s use of the Services, including any Virtual Items or Account used by such minor. If you are the parent or guardian of a minor and you agreed to this Agreement on their behalf, you agree that you will be responsible for all uses of the Services, including any Virtual Items or Accounts, by your child whether or not such uses were explicitly authorized by you. You are legally and financially responsible for all of your actions while using or accessing the Services, including the actions of anyone you allow to access the Services or your Account.

1.2. **Modifications to This Agreement.** We reserve the right to modify this Agreement, in whole or in part, at any time. We will endeavor to notify you of any such modifications in advance of the modified Agreement taking effect. If you do not wish to agree to the terms of the modified Agreement, you may no longer be able to access the Services once the modified Agreement takes effect. We will try to inform you about this legal consequence when notifying you of the modified Agreement. By actively accepting the modified Agreement, or by continuing to use the Services after the modified Agreement becomes effective, you agree to be bound by the modified terms of this Agreement. If you do not wish to agree to the modified Agreement, you may terminate your use of the Services without any charge being payable to us (but you remain liable for any unpaid amounts due and payable to any Digital Storefront as set out in Section 4 below).

1.3. **Your Account.** Some elements of the Services may require that you create an account, whereas for other Services, an account may be automatically created for you when you access the Services for the first time (each an “Account”). To create an Account, you may be asked to provide your age information and country/region, and then provide an email address, a username, a password, and such other information as we may deem necessary in connection with the creation of your Account, all of which will be processed and stored in accordance with our Privacy Policy. You must provide accurate, current, and complete information about you when creating an Account. You are responsible for keeping your Account username and password secret. You also agree not to sell, transfer, or share your Account, or your Account’s username or password, and you agree to notify us immediately if you suspect any unauthorized use of your Account. We have the right to deny the creation of any Account, for any legitimate reason, and we reserve the right to terminate any Account that violates this Agreement in

accordance with the termination provisions below and to delete any Account information in accordance with our Privacy Policy.

2. Limited License.

2.1. We Reserve All Rights to our IP. We, and our licensors, own and reserve all rights, title, and interest in and to the Services, Virtual Items, and your Account (excluding any tangible medium the Services may be supplied on), including all: (1) information, text, data, files, code, scripts, designs, graphics, artwork, illustrations, photographs, sounds, music, titles, themes, objects, characters, names, dialogue, locations, stories, plot, animation, concepts, audio-visual effects, virtual goods and in-game currency (including Virtual Items), interactive features, gameplay, methods of operation, the compilation, assembly, and arrangement of the materials of the Services, Virtual Items, or your Account, and all other copyrightable material; (2) trademarks, logos, trade names, trade dress, service marks, and trade identities of various parties, including ours; and (3) other forms of intellectual property (all of the foregoing, collectively “Content”).

2.2. Your Personal, Non-Commercial Use. Subject to the terms of this Agreement, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Services, including Virtual Items and your Account, for your personal, non-commercial enjoyment. The Services, Virtual Items, or your Account, including the Content, but excluding any tangible medium the Services may be supplied on, are licensed, not sold. This license is personal to you only and does not give you any ownership rights in any of the Services, Virtual Items, or your Account (or in or to any of their features or Content).

2.3. Restrictions. The limited license granted in this Agreement does not give you any right to, and you may not, sell, copy (except under applicable legal exceptions such as the “private copy” exception under applicable law), loan, lease, distribute, disassemble, decompile, decrypt, hack, derive source code from, reverse engineer (except where permitted under applicable legal exceptions deriving from EU Directive 2009/24 or other applicable law), modify, create derivative works, commercialize, or otherwise exploit the Services (including the Content), Virtual Items, or your Account unless subject to separate, express written terms provided by Rockstar permitting such conduct. Without limiting the foregoing, nothing in the limited license granted in this Agreement authorizes the use of the Services (including the Content), Virtual Items, or your Account in any manner to develop, train, enhance, or provide source material for, or promote, any Generative AI Tools; and for the avoidance of doubt, any such uses are hereby explicitly prohibited. “Generative AI Tools” means any tool or computer program that uses algorithms or technology commonly known as artificial intelligence or machine learning to create or generate content such as, but not limited to, software code, written text, still or moving images, musical

works, human voice emulation, audio material, or other creative works based on text, image, sound prompts, or other inputs. If we terminate your Account or this Agreement in accordance with the provisions below, any license from us to you to use the Services, Virtual Items, your Account, or any Content, ends immediately.

2.4. Legal Effect. This license describes certain legal rights. You may have other rights under the laws of your state or country. This license does not change your rights under the laws of your state or country if the laws of your state or country don't permit it to do so.

3. Virtual Items.

"Virtual Items" means any virtual currency, goods, items, boosts, or effects such as, but not limited to, coins, points, gems, tokens, weapons, vehicles, cards, skins, power-ups, apparel, equipment, trophies, rewards, badges, or any other in-game virtual asset made available, purchased from a Digital Storefront, earned, or otherwise acquired through the Services. Virtual Items are licensed under the terms of this Agreement and nothing herein shall be interpreted as transferring any rights or ownership interest in such Virtual Items to you. Virtual Items are only available to users in certain locations, and, unless otherwise stated in your agreement with the relevant Digital Storefront, you may not purchase or use Virtual Items if you are not in an approved location. Virtual Items may only be redeemed for content made available through the Services, which is generally game-specific. Virtual Items have no monetary value, cannot be used outside of the Services, and may not be sold, transferred or redeemed for real money or items of value outside of the Services unless subject to separate, express written terms provided by Rockstar permitting such conduct. We have the right to modify, delete, move, remove, or suspend any Virtual Items at any time with or without notice to you and with no liability of any kind to you. We may limit the total amount of Virtual Items that may be held for any one game or that may be held in your Account in the aggregate. We may limit the period of time during which you may hold or use Virtual Items related to any particular game or other aspect of the Services. Additionally, the price and availability of Virtual Items to purchase or acquire are subject to change. You agree that you have no ownership or other rights in or to any Virtual Items or your Account.

4. Purchases, Billing, and Subscriptions.

4.1. Digital Storefronts. Some aspects of the Services and some Virtual Items may require you to pay a fee through a storefront operated by us or a third-party (each a "Digital Storefront"). Your contractual partner in providing these Services and Virtual Items to you will be the Digital Storefront. Your purchase

through the Digital Storefront is subject to any applicable terms or conditions imposed by the Digital Storefront ("Storefront Terms"), all of which are incorporated herein by reference. You are responsible for all charges in relation to your purchase from such Digital Storefront and must provide accurate and complete payment information to the Digital Storefront. We may suspend or cancel the applicable Services or supply of Virtual Items if the Digital Storefront informs us that they did not receive full payment from you after reasonable prior notification, or if you obtain, or attempt to obtain, refunds in violation of the applicable Digital Storefront's policies. Suspension or cancellation of the Services or Virtual Items for non-payment to the Digital Storefront could result in a loss of access to and use of your Account and any Content or Services. For the avoidance of doubt, we have no liability to you in the event that your access to any of the Services is terminated by a Digital Storefront as a result of your breach of their Storefront Terms.

4.2. Subscriptions. Some aspects of the Services may be offered on a subscription basis with automatic, recurring payments at the start of each billing period ("Subscription"). We reserve the right to modify the terms on which such features are offered for purchase at any time on thirty (30) days' notice. Please note some Subscriptions are offered subject to additional terms and conditions, which may modify the terms below.

(1) Purchase. Subscriptions can be purchased from a Digital Storefront. To use a Subscription, you must: hold a valid entitlement to the product or service related to the Subscription; have a valid account with the Digital Storefront including a current, valid, and accepted method of payment registered to that account; and have an internet connection. The Digital Storefront will bill the applicable Subscription fee (and any applicable taxes) ("Fee") to your chosen method of payment on each Subscription renewal date. After purchase, your Subscription(s) will activate, and you will receive access to the benefits associated with the Subscription listed at the time of your enrollment.

(2) Automatic Renewal & Cancellation. Your Subscription will automatically renew at the end of each billing period. The Digital Storefront will charge your payment method for the then-current Fee unless you cancel your Subscription through the applicable Digital Storefront before your current billing period ends. You may cancel a Subscription at any time, which will prevent auto-renewal and terminate the Subscription at the end of your current billing period. If you cancel, you will continue to receive benefits until the Subscription terminates at the end of your then-current billing period. Please see the Storefront Terms for applicable refund policies, if any.

(3) Changes to Subscriptions. The terms of any Subscription and the benefits included in such Subscription may change from time to time. Benefits changes may include altering or removing previously claimed benefits. Rockstar may also retire a Subscription at any time on no less than thirty (30) days' notice. Any such changes will be updated on the Digital Storefront's Subscription product page, and you may receive email notice from Rockstar and/or the Digital Storefront about any such

changes before they occur. Please read any notification of changes carefully. If you do not cancel your Subscription after receiving notice of a change to the terms of the Subscription – including the amount of the Fee – or the benefits included in the Subscription, then you will be deemed to have accepted those changes. Changes will go into effect upon auto-renewal of your Subscription or the date on which you otherwise explicitly accept any such changes, if earlier.

5. User Generated and Custom Content.

5.1. User Generated Content. “UGC” includes all digital content or communications that users create, upload, or distribute via the Services, including but not limited to: text, posts, audio, or audio-visual communications; code, scripts, textures, models, maps, files, or other assets or documents; photos, images, video, or any other audio or audio-visual works; and any feedback or suggestions related to the Services. UGC specifically excludes Custom Content (defined below). You are solely responsible for the UGC that you create, upload, or distribute via the Services (“Your UGC”) and you hereby represent to us that Your UGC will not violate this Agreement including, without limitation, the terms of Section 6.

5.2. Rights to UGC. You retain whatever rights, if any, you may have under applicable law in Your UGC. If you do hold any such rights to Your UGC, including any copyright or other intellectual property interest, then, in exchange for the rights licensed to you in this Agreement, you hereby grant us an irrevocable, worldwide, royalty-free, non-exclusive and sublicensable right to use, reproduce, edit, modify, adapt, create derivative works based on, publish, distribute, transmit, publicly display, communicate to the public, publicly perform, and otherwise exploit Your UGC within or via the Services or for any other commercial and non-commercial purpose related to the Services, including but not limited to the improvement of the Services, without compensation or notice, for the full duration of the intellectual property rights pertaining to Your UGC (including all revivals, reversions, and extensions of those rights). Without limiting the foregoing, the rights licensed to Rockstar herein explicitly include the right for Rockstar to allow other users to use Your UGC as part of our operation of the Services. By creating, uploading, or distributing Your UGC to or via the Services, you represent to us that you own any rights in and to Your UGC on a sole and unencumbered basis, and that any such rights you grant to us in this Section, and our exploitation of those rights, will not violate or infringe the rights of any third parties.

5.3. Custom Content. Some of our Services allow you to use our tools, editing software, in-game functionality, or other features provided by us (“Our Tools”) to edit the Content to (for example) create custom levels, maps, in-game assets, designs, apparel, characters, livery, courses, games, or other content based on the Content (“Custom Content”). Custom Content includes, without limitation, all

content created using Our Tools including in-game assets, maps, screenshots, videos, recordings of in-game audio, gameplay clips, and livestreams. You may only use Custom Content with the Services and/or only as authorized by us. You are solely responsible for the Custom Content you create and agree that such Custom Content will not violate this Agreement including, without limitation, the terms in Section 6.

5.4. Rights to Custom Content. Rockstar reserves all rights to and ownership of all Custom Content under applicable law. If, under applicable law, your creation of Custom Content results in you holding any intellectual property rights in such Custom Content then, in exchange for the rights licensed to you in this Agreement, you hereby freely assign us, upon the creation of such Custom Content, all right, title, and interest in and to such Custom Content, including without limitation, all intellectual property rights throughout the world for the full duration of such intellectual property rights (including all revivals, reversions, and extensions of those rights). If, despite the foregoing assignment, you for any reason retain any intellectual property interest or other rights in the Custom Content, then you hereby grant to us an irrevocable, worldwide, royalty-free, non-exclusive and sublicensable right, to use, reproduce, edit, modify, adapt, create derivative works based on, publish, distribute, transmit, publicly display, communicate to the public, publicly perform, and otherwise exploit such Custom Content within or via the Services or for any other commercial and non-commercial purpose related to the Services, including but not limited to the improvement of the Services, without compensation or notice, for the full duration of the intellectual property rights pertaining to such Custom Content (including all revivals, reversions, and extensions of those rights). Without limiting the foregoing, the rights licensed to Rockstar herein explicitly include the right for Rockstar to allow other users to use such Custom Content as part of our operation of the Services.

5.5. Content Moderation; Right to Remove. We have no obligation to host, maintain, support, or distribute any of Your UGC or the Custom Content that you create. We have not necessarily reviewed and are not obligated to actively monitor any UGC or Custom Content that may be available via the Services. We do not confirm the security, quality, or originality of any UGC or Custom Content. UGC and Custom Content do not represent the views of Rockstar or its management, employees, or any other person associated with us. You understand that we may modify, take-down, suppress, block, hide, remove, or delete any or all UGC or Custom Content, and report any illegal UGC or Custom Content and any related user information to the appropriate authorities. Consistent with our obligations under applicable law, if we take adverse action against Your UGC or the Custom Content you create from the Services, suspend or ban your Account, or otherwise restrict your access to some or all of the Services, Virtual Items or your Account as a result of Your UGC or the Custom Content you create, we will endeavor to notify you of the same.

6. User Rules.

For the purposes of this Section 6, “Services” includes Virtual Items and your Account; and “Material” means Your UGC and any Custom Content you create.

6.1. No Illegal Conduct or Unauthorized Commercial Exploitation. You agree that:

- (1) You will only use the Services for lawful purposes, in compliance with applicable laws.
- (2) You will not use the Services in connection with any wager of any money or other thing of value unless subject to separate, express written terms provided by Rockstar permitting such conduct.
- (3) You will use the Services for your own personal, non-commercial use, and you will not commercially exploit the Services unless subject to separate, express written terms provided by Rockstar permitting such conduct. This includes participating in, enabling, or encouraging the collection, sale, or exchange of anything from the Services (including, but not limited to, any Virtual Items or Accounts) that is not explicitly authorized by Rockstar; facilitating, creating, or maintaining any unauthorized connection to the Services (including, any unauthorized server that modifies, emulates, or otherwise connects to any of the Services); and creating or participating in any exploitation of price differences of Virtual Items by any means (for example, between real money currency prices).

6.2. Respect Intellectual Property. You agree that you will not use the Services to create, upload, or distribute any Material that infringes any third party’s copyright, trademark, or other intellectual property rights or otherwise violates the terms of Section 5.

6.3. Code of Conduct. You agree that:

- (1) You will not use improper or unauthorized means to interfere with or adversely impact any other user’s ability to use the Services as intended; to gain an unfair gameplay advantage; or to gain access to Virtual Items or other Content to which you do not have valid entitlement. This includes the use of cheats, unauthorized mods, hacks, glitches, or other technical exploits, and phishing, scamming, or social engineering.

(2) You will not use the Services to create, upload, or distribute any Material that violates or invades another person's privacy. This includes "doxing" i.e. sharing or threatening to share information to embarrass, intimidate, harm, or harass another person.

(3) You will not use the Services to create, upload, or distribute any Material that is knowingly or intentionally misleading, false, or fraudulent. You will not use the Services to engage in "spam," i.e. repeatedly or periodically misuse a communication channel in a way that disrupts or interferes with the operations of the Services, advertises any third-party product or service, or adversely impacts any other user's ability to use the Services as intended.

(4) You will not use the Services to create, upload, or distribute Material that contains actual or shockingly realistic depictions or descriptions of gore, excessive violence, torture, or animal cruelty. This includes all depictions of such content, regardless of whether the Material is real or manipulated media, animation, computer-generated imagery, or other digital creation.

(5) You will not use the Services to create, upload, or distribute Material or engage in conduct that depicts, promotes, or attempts to normalize, encourage, or knowingly result in another person's eating disorder, suicide, or other acts of physical self-harm. This includes Material or conduct that is reasonably understood to facilitate or encourage another person to physically harm or starve themselves; to consume dangerous amounts of alcohol, drugs, or other substances; and to engage in or threaten self-harm to intimidate, manipulate, or coerce someone else.

(6) You will not use the Services to create, upload, or distribute Material or engage in conduct that is abusive, bullying, harassing, or is reasonably understood to be a physical or verbal threat against another person. This includes Material that is defamatory and conduct such as camping, grieving, stream sniping, swatting, or other abusive in-game behavior.

(7) You will not use the Services to create, upload, or distribute any Material or engage in conduct that is pornographic, obscene, or sexually harassing. This includes distributing unsolicited or unwanted sexually suggestive Material; engaging in unsolicited or unwanted sexualization of another person; making threats or attacks based on another person's actual, perceived, or supposed sexuality or sexual activity; or the unauthorized sharing of another's sexually suggestive or explicit content without their consent (i.e. "revenge porn").

(8) You will not use the Services to create, upload, or distribute any Material that depicts, promotes, or attempts to normalize, encourage, or knowingly result in the sexual abuse of minors. This includes Material that in any way sexualizes minors, including real or manipulated media, animation, computer-generated imagery, or other digital creation; engaging or attempting to engage in sexually suggestive or explicit communication with a minor; and soliciting sexually suggestive or explicit Material from, or sharing such Material with, a minor.

(9) You will not use the Services to create, upload, or distribute Material or engage in conduct that constitutes hate speech or behavior, which we define to be any form of expression that is reasonably understood to attack or promote hatred or violence against an individual or group based on any of the following characteristics: age; color or race; disability; ethnicity; gender or gender identity; national origin or immigration status; religious affiliation; sex or sexual orientation; military service; socioeconomic class, status, or caste; or weight, size, or body type.

(10) You will not use the Services to create, upload, or distribute Material or engage in conduct that depicts, promotes, or supports violent extremism or terrorism. This includes any Material or conduct which is reasonably understood as endorsing or supporting extremist violence or the perpetrators of such acts; and promoting extremist ideologies or conspiracy theories that encourage or incite violence against others.

(11) You will follow any additional rules set out in the individual Community Standards that may apply to your use of specific games, apps, products, or websites within the Services, all of which are incorporated herein by reference.

(12) In addition to the foregoing, you will not use the Services to create, upload, or distribute any other Material or engage in any conduct that is otherwise illegal or use the Services to attempt or conspire to commit any of the violations specified in this Code of Conduct.

6.4. No Technical Exploits. You agree that:

(1) You will not use IP proxying or other methods to disguise your location or place of residence including, without limitation, to circumvent geographical restrictions on access to Content, access controls, or technical protective measures; or to engage in activities that are unlawful based on applicable local law.

(2) You will not, unless subject to separate, express written terms provided by Rockstar, use the Services via, or copy any Content to, a remote server, virtual PC, or other system or network including, without limitation, one that enables (or purports to enable) such Services or Content to be downloaded or streamed to one or more separate internet-enabled devices.

(3) You will not use, promote, or make available any bug, glitch, exploit, cheat, hack, script, bot, unauthorized mod, or other methods designed to maliciously interact with the Services, including without limitation, to breach this Agreement; to collect information or user data; exploit system vulnerabilities; circumvent content moderation or filtering systems; or otherwise intercept, redirect, or interfere with the operation of the Services.

(4) You will not reverse engineer, decompile, or disassemble (except where permitted under applicable legal exceptions deriving from EU Directive 2009/24 or other applicable law), display, perform, prepare derivative works based on, or otherwise modify the Services, in whole or in part, without our explicit prior written consent.

(5) You will not use the Services to distribute, upload, or transmit any software, scripts, code, or other information (including, but not limited to, any virus, worm, timebot, cancelbot, trojan horse, hacks, or other harmful code) to modify or alter the Services in any unauthorized way, or to transmit such information.

6.5. Supporting or Encouraging Violations. You agree that you will not provide material support to another user's violation or attempted violation of this Agreement. This includes providing financial support; know-how, expertise, or other assistance; or repeated encouragement to engage in conduct that violates this Agreement.

6.6. Applicability to Employees, Agents, and Contractors. For clarity, the rules for conduct and behavior in this Section 6 apply to your communications and interactions with Rockstar's employees, agents, and contractors including, without limitation, individuals on our customer support, engineering, security, or community teams.

6.7. Consequences for Violations. If you breach the Agreement, including without limitation the User Rules in this Section 6 (as amended from time to time), Rockstar reserves the right to take adverse action against you including, without limitation: resetting some or all in-game progress associated with your Account; suspending your access to some or all of the Services, Virtual Items, or your Account; terminating your access to some or all of the Services, Virtual Items, or closing your Account in accordance with the termination provisions below; barring you from creating an Account or accessing the Services in the future; or taking appropriate legal action to enforce this Agreement or our other rights under applicable law. We may notify law enforcement or other government agency or regulatory body, and provide any associated personal data as set out in our Privacy Policy, if the breach involves a threat to the life or safety of yourself or others, or any other activity that we believe to be unlawful. We reserve the right to take adverse action against you based on information we might receive from third parties including, without limitation, other users, law enforcement, government agencies or other regulatory authorities. We are not liable for any violation of this Agreement by you or by any other user.

6.8. Monitoring; User Tools and Automated Systems. We may (but are not obligated to) actively monitor use of the Services for a variety of different purposes, including preventing cheating and hacking; ensuring your compliance with this Agreement; enforcing the terms of this Agreement; and improving the Services.

The Services may employ moderation and filtering systems, such as automated word filters and content or symbol-recognition software, which are intended to prevent or cease the distribution of Material that violates this Agreement. The Services may also include tools to enable users to control their interactions with other users, such as allowing users to opt-in to in-game text chat or voice communications, or to enable users to “mute” or block other users. The Services may feature reporting tools, either in-game or via dedicated support websites, through which users can report violations of the Code of Conduct for our review.

The features and tools described above may incorporate algorithms, artificial intelligence, machine learning, or other automated systems to help us accomplish the purposes described in this Section at the scale and scope needed to effectively maintain the Services for our users.

Moderation and filtering systems may vary among Services, including based on the Content, age rating, or target audience of a particular Service. More information on how we monitor and collect data regarding the use of the Services can be found in our Privacy Policy. For more information about reporting violations of our policies, please visit our Customer Support.

7. Content Reporting; Take-Down Requests; DMCA.

7.1. Harmful or Illegal Content. If you are aware of any UGC or Custom Content available on the Services that violates the User Rules in Section 6 of this Agreement, including the Code of Conduct, you may notify us using the reporting tools located in-game or on our related customer support websites. Please visit our Customer Support for more information about how to report UGC or Custom Content that

violates the User Rules. By submitting any such notification to us, you confirm that you have a good faith belief that the UGC or Custom Content that you report violates the Agreement and the information provided in your notice are accurate and complete.

7.2. Notice of Copyright or Trademark Infringement. We respond to notices of copyright infringement that meet the requirements of the Digital Millennium Copyright Act, 17 U.S.C. § 512 ("DMCA"). If you believe that any Content, UGC, Custom Content, or other aspect of the Services constitutes copyright infringement or misappropriation of your trademark, please submit a notice of alleged infringement to our designated agent with the following written information:

- (1) Your name, address, telephone number, and email address;
- (2) A detailed description of the copyrighted work that you claim has been infringed;
- (3) The URL or a detailed description of where the material that you claim is infringing is located;
- (4) Your statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or applicable law;
- (5) Your statement, under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on behalf of the copyright owner; and
- (6) A physical or electronic signature of owner of the copyright at issue or person authorized to act on their behalf.

Our designated agent contact information is:

Service Provider: Take-Two Interactive Software, Inc.

Mailing Address: Take-Two Interactive Software, Inc.

110 W 44th Street New York, New York 10036

United States of America

Attention: DMCA Takedown Notice

Telephone: +1 (646)-536-2842

Email: copyright@take2games.com

Please note that under the DMCA, you may be liable for damages (including costs and attorney fees) if you knowingly misrepresent that material or activity is infringing. Please also note that the information provided in your copyright infringement notice may be provided to the person responsible for the allegedly infringing material.

7.3. Repeat Infringer Policy. If you repeatedly violate this Agreement, for instance by infringing our intellectual property rights, the Code of Conduct, or the rights of third-parties, we reserve the right to take adverse action against you including, without limitation: suspending your access to some or all of the Services, Virtual Items and/or your Account; closing your Account in accordance with the termination provisions below; barring you from creating an Account or accessing the Services in the future; or taking appropriate legal action to enforce this Agreement or our other rights under applicable law.

8. Updates and Features.

8.1. Updates and Modifications. We may provide patches, updates, or upgrades to the Services, Virtual Items, or your Account that may be required to continue using the Services, including automatic or “in the background” updates without notice to you. Such updates are subject to this Agreement unless other terms are presented with the updates, in which case, those other terms apply. We are not obligated to make any updates available. We do not guarantee that we will support the version of the system or device for which you licensed, obtained, or purchased any part of the Services, unless we have made claims regarding compatibility. We may from time to time, without additional cost to you, modify, alter, or suspend, whether in whole in part, any of our Services, Virtual Items, and/or your Account, for a valid reason. Valid reasons include, without limitation: improvement of our Services, Virtual Items, or your

Account (such as offering new Services, Virtual Items, or Content); changes necessary for game balancing, for bug fixing or to prevent or counter exploits; changes that are necessary due to a new technical environment or an increased or decreased number of users; suspected or actual intellectual property infringement; changes in licenses we hold from third parties or other third-party compliance requirements; termination of agreements we have with third-parties for whatever reason; discontinuance of the supply, by a third-party, of a service or feature which is part or interconnected with our Services, Virtual Item, or your Account; changes of specific and verifiable open market costs; necessary enhancements for the safety of users or other third parties; or other material, legal, regulatory, or security reasons.

8.2. Auto-Generated Players. As part of the Services, we may offer you the opportunity to play with your friends or other matched opponents. To ensure that you have available opponents at the right skill level, some of these matched opponents may be auto-generated, computer-controlled players that look and play like real people.

8.3. Availability. The Services, Virtual Items, Content, or your Account may be offered for a limited time, or may vary depending on your region or device. If you change regions, without prejudice to our portability obligations under applicable law and depending on your agreement with the applicable Digital Storefront, you may need to re-acquire certain Services, Virtual Items, or Content that you paid for or acquired in your previous region. Similarly, if you change regions, you may no longer be able to access certain Services, Content or Virtual Items that you were able to access in your previous region if such Services, Content, or Virtual Items are prohibited by the applicable laws of the new region in which you are present.

8.4. Third Party Services. You may have the possibility, via the Services, to access or enable content, software, apps, products, websites, platforms, functionality, and services operated by third parties that are not part of Rockstar or otherwise under our control ("Third Party Services"). If you choose to access, transact with, enable, or otherwise interact with any such Third Party Services, you understand that you are directing the applicable third party entity to make such Third Party Services available to you. You are responsible for your dealings with third parties. When you use our Services to access Third Party Services, any applicable usage terms associated with the Third Party Services will govern your use of

that Third Party Service. We do not endorse any Third Party Services made available or marketed on or through the Services. We do not license any intellectual property rights to you as part of any Third Party Services, and we are not responsible or liable to you or others for any Third Party Services or for the results, information, content, or interactions you may encounter while using them. Any concerns you have regarding the results, information, content, or interactions you may encounter while using such Third Party Services should be directed to the provider of such Third Party Services.

8.5. Internet-Based Services. The Services may require a connection to the internet via a wireless or cellular network and, as a result, may therefore receive certain standard information about the device, system, and software used by you to connect to the Services. Such information is collected and used by us in accordance with our Privacy Policy. You are solely responsible for the maintenance and reliability of your internet connection at your own cost and for any usage fees which may arise as a result of your access to the Services via any wireless or cellular network.

8.6. Third Party Advertising. Some of the Services may include advertisements for, or links to, third party websites, content, goods, promotions, or services ("Third Party Advertising"). We are not responsible for, nor control the content of, any Third Party Advertising, and the inclusion of such Third Party Advertising in the Services does not mean that we either endorse or approve of such Third Party Advertising or the websites, content, goods, promotions, services, or business practices of the third party providers of such Third Party Advertising.

9. Your Responsibilities to Us.

You agree to defend, indemnify and hold harmless Rockstar from and against any and all direct liabilities, damages, losses arising out of or in connection with: (1) your breach of this Agreement; (2) any information or content provided by you that infringes the rights of a third party when used by us in accordance with this Agreement; and (3) your unlawful acts or omissions. We can assist, at our own expense, in the defense of any matter subject to indemnification by you, and in such case, you agree to cooperate with us, and we will take reasonable steps to mitigate our losses. However, you are not

required to indemnify Rockstar in respect of any liabilities, damages or losses arising out of or in connection with the negligent acts or omissions, fraud, or willful misconduct by Rockstar, Rockstar's officer's employees, contractors or agents, or to the extent you are not responsible for the breach.

You are solely responsible for any third party costs you incur to use the Services, Virtual Items or your Account.

10. Termination.

You may stop using the Services, Virtual Items, or your Account at any time and terminate this Agreement by destroying or deleting all copies of any materials or software in your possession and/or by deleting your Account. In addition, you may request that we delete your Account, and your personal information, at any time in accordance with our Privacy Policy.

For any Services, Virtual Items, and/or Account provided to you for an indefinite period of time, we have the right to terminate this Agreement and your access to the Services, Virtual Items and your Account, or cease providing such Services, at any time for any reason in our sole discretion. If we have reasonable means to contact you and where practicable, we will try to inform you reasonably in advance of any such termination or cessation of Services taking effect. Where it is not practicable to inform you in advance, we will try to inform you promptly afterwards. If your habitual residency is in Germany, the right of both parties to extraordinary termination for good cause shall remain unaffected. Good cause exists if the terminating party, taking into account all circumstances of the individual case and weighing the interests of both parties, cannot reasonably be expected to continue the contractual relationship until the agreed termination or until the expiry of a notice period.

We may immediately terminate or suspend your right to access any aspect of the Services, Virtual Items, Content, and/or your Account if you: breach this Agreement; use the Services, Virtual Items, or your

Account fraudulently, illegally or in any manner other than for its intended purposes; initiate any adverse proceeding against us; or if we are under a legal obligation to do so. If we decide to terminate or suspend your right to access some or all of the Services, Virtual Items, or your Account, we will try to inform you in advance of such termination or suspension unless the action is taken under a legal obligation that does not require us to inform you or if it is not practicable for us to do so.

You acknowledge and agree that if this Agreement is terminated (or we end your right to access any of the Services, Virtual Items, Content, or your Account in accordance with the terms of this Agreement), the licenses granted to you under this Agreement (or in respect of such Services, Virtual Items, Content, or Account) shall immediately terminate.

11. Photosensitive Seizure Warning.

A very small percentage of individuals may experience epileptic seizures when exposed to certain light patterns or flashing lights, including some of the visual effects that appear in certain video games. Symptoms may even be experienced by individuals with no history of epilepsy or photosensitivity. If you or anyone in your family have an epileptic or photosensitivity condition, please consult your physician before playing any of our video games.

If you experience any of the following symptoms while playing any of our video games, immediately discontinue use and consult your physician before resuming play: dizziness, altered vision, eye or muscle twitches, loss of awareness, disorientation, any involuntary movement, or convulsions.

12. Miscellaneous.

12.1. General. This Agreement, together with any documents or policies linked to herein, is the entire agreement between you and us for your use of the Services (including Virtual Items and your Account). It supersedes any prior written agreements between you and us regarding your use of the same. You agree that we may assign this Agreement, in whole or in part, at any time. If our assignment leads to a change of us as the contracting party, you have the right to terminate this Agreement. You may not assign your rights or transfer your obligations under this Agreement or transfer any rights to use the Services, Virtual Items, or your Account. If your habitual residence is in Germany, the preceding sentence does not apply to any monetary claims you may have against us which arise from this Agreement. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall either be reformed only to the extent necessary to make it enforceable or removed from the Agreement entirely and the remaining provisions of this Agreement shall remain effective. Sections 1, 2.1, 2.2, 2.3, 4, 5, 6, 8 – 15 and those that by their nature apply after this Agreement ends will survive any termination or cancellation of this Agreement. Either party may disclose information related to this Agreement or use of the Services as necessary to satisfy any law, regulation, legal process, or governmental request.

12.2. Export Laws. You must comply with all applicable domestic and international export laws and regulations (which may be amended from time to time) that apply to the Services, Virtual Items, or your Account, which include restrictions on destinations, users, and use. You agree not to use, export, re-export, download, or otherwise transfer any part of the Services, Virtual Items, or your Account into (or to a national or resident of) any country to which the U.S. has embargoed goods, or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons list and other sanctions lists administered by the Office of Foreign Assets Control (OFAC). You represent and warrant that you are not located in, under the control of, or a national or resident of an embargoed country and that you are not a Specifically Designated National or Blocked Person.

13. Contact Us.

If you have any questions or concerns about the Services, Virtual Items, your Account, or this

Agreement, please visit Rockstar's Customer Support and submit a support ticket. Rockstar's Customer Support provides a single point of contact for you to communicate with Rockstar.

Law enforcement, regulators, national authorities, and trusted flaggers wishing to contact Rockstar must visit Take-Two Law Enforcement and follow the instructions set out therein in order to correspond with, and provide effective service on, Rockstar. Take-Two Law Enforcement provides a single point of contact for law enforcement, regulators, national authorities, and trusted flaggers to communicate with Rockstar and its legal representatives.

14. Governing Law, Disputes, and Liability: AU, CH, EEA, UK.

If you are habitually resident in Australia, Switzerland, the United Kingdom, or any territory in the European Economic Area, the terms of this Section 14 apply to your legal contract with Rockstar. If you habitually reside outside of these territories or jurisdictions, please see Section 15 below.

14.1. Governing Law and Jurisdiction. This Agreement shall be governed by, and construed under, the laws of your country of residence without regard to conflict of laws rules. The exclusive jurisdiction for all disputes will be the competent courts of your country of habitual residence.

14.2. Limitations of Our Liability. IN NO EVENT SHALL ROCKSTAR BE LIABLE TO YOU FOR ANY INDIRECT LOSSES OR DAMAGES OR FOR ANY BREACH OF ITS OBLIGATIONS DUE TO A FORCE MAJEURE EVENT, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR THIS AGREEMENT. NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE ANY NON-EXCLUDABLE RIGHTS OR DAMAGES THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR FRAUD, OR FOR DEATH OR ANY

PERSONAL INJURY ARISING AS A RESULT OF OUR NEGLIGENCE.

If any applicable law provides that there is a guarantee in relation to any good or service supplied by us in connection with this Agreement, and our liability for failing to comply with that guarantee cannot be excluded but may be limited, then our liability for such failure is limited to (at our election), in the case of a supply of goods, us replacing the goods or supplying equivalent goods, repairing the goods, or providing you with a full or partial refund, or in the case of a supply of services, us supplying the services again, providing you with a refund for the unused portion or compensation for its reduced value.

15. Governing Law, Disputes, and Liability: United States & Rest of World.

If you are habitually resident in the United States or any territory other than Australia, Switzerland, the United Kingdom, or any territory in the European Economic Area, the terms of this Section 15 apply to your legal contract with Rockstar. If you habitually reside in Australia, Switzerland, the United Kingdom, or any territory in the European Economic Area, please see Section 14 above.

15.1. Governing Law and Jurisdiction. This Agreement is entered into in the State of New York and shall be governed by, and construed under, the laws of the State of New York without regard to conflict of law rules. Except as otherwise expressly set out in Section 15.5, the exclusive jurisdiction for all disputes between you and Rockstar are the state and federal courts located in New York County, New York, and you and Rockstar each accept personal jurisdiction and waive all objections to venue in such courts.

15.2. Warranty Disclaimer. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED TO YOU "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS." NEITHER

ROCKSTAR, ANY DIGITAL STOREFRONT, NOR ANY OF OUR OR THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, OR LICENSORS MAKE ANY REPRESENTATIONS, WARRANTIES, PROMISES, OR GUARANTEES OF ANY KIND WHATSOEVER AS TO THE SOFTWARE, CONTENT, THIRD PARTY SERVICES, OR OTHER SERVICES, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. NEITHER ROCKSTAR NOR ANY DIGITAL STOREFRONT WARRANT THAT THE SERVICES OR THIRD PARTY SERVICES WILL BE ACCURATE OR RELIABLE, UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR FREE OF VIRUSES. TO THE FULLEST EXTENT PERMITTED BY YOUR LOCAL LAW, ROCKSTAR AND EACH DIGITAL STOREFRONT DISCLAIM ANY IMPLIED WARRANTIES INCLUDING FOR NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SATISFACTORY QUALITY.

15.3. Limited Hardware Warranty. We warrant to the original consumer purchaser of the Services that the physical storage media containing the Services (the "Goods"), if any, will be free from defects in material and workmanship for 90 days from the date of purchase under normal use. If the Goods are found to be defective within 90 days of the original purchase, we agree to replace, free of charge, the applicable defective Goods within the applicable 90 day period, upon our receipt of the Goods (postage paid, with proof of the date of purchase) so long as the Goods are still being manufactured by us. If the Goods are no longer available, we reserve the right to substitute similar goods of equal or greater value. This warranty is limited to the Goods, as originally provided by us, and is not applicable to normal wear and tear. This warranty shall not apply if the claimed defect arises through abuse, misuse, mistreatment, or neglect of the applicable Goods. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

Please contact our Customer Support for assistance with the limited warranty above.

15.4. Limitations of Our Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW,

IN NO EVENT SHALL ROCKSTAR OR ANY DIGITAL STOREFRONT BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSSES OR DAMAGES, OR DAMAGES FOR SYSTEM FAILURE OR MALFUNCTION OR LOSS OF PROFITS, DATA, USE, BUSINESS OR GOOD-WILL, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY, STATUTE OR ANY OTHER LEGAL OR EQUITABLE THEORY.

In the event you have any basis for recovering damages arising from the Services or a breach of this Agreement, you agree that your exclusive remedy is limited to recovery of direct damages and the maximum liability is limited to the greater of USD \$500 or the amount you have spent on the Services at issue in your claim in the 24 months preceding the date your claim arose.

The limitations and disclaimers in this Agreement do not purport to limit liability or alter your rights as a user that cannot be excluded or limited under applicable law. With respect to this Agreement, any provisions concerning the exclusion or limitation of certain damages are not applicable in New Jersey with respect to punitive damages, loss of data, and loss of or damage to property.

15.5. Dispute Resolution: Binding Individual Arbitration; Waiver of Class Actions and Jury Trials. If you have an issue with the Services that cannot be resolved by contacting our Customer Support, this Section 15.5 (the “Arbitration Agreement”) explains how you and Rockstar agree to resolve any Disputes by binding, individual arbitration, subject to limited exceptions described below.

PLEASE READ THIS SECTION CAREFULLY— IT AFFECTS YOUR LEGAL RIGHTS,
INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR

CLAIMS.

(1) Binding Individual Arbitration. You and Rockstar agree that, if not resolved through the informal negotiation process described below, any Disputes between us shall be exclusively resolved by individual, binding arbitration under this Arbitration Agreement. Subject to the exclusions in Section 15.5(10), a "Dispute" means any dispute, claim, or controversy arising from or related to the Services, including those related to the formation, breach, termination, enforcement, scope, validity, or applicability of the Agreement or the Arbitration Agreement, or your rights under those agreements. All Disputes are subject to the Arbitration Agreement regardless of whether they arose before or after you accepted the Agreement.

The arbitrator – not a federal, state, or local court, or government agency – shall have exclusive authority to resolve any Disputes, including those related to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement, and any claim that all or part of the Arbitration Agreement is void or voidable. The arbitrator shall also have authority to determine all threshold arbitrability issues, including related to whether the Agreement or the Arbitration Agreement are unconscionable or illusory; whether the Arbitration Agreement has been disaffirmed under applicable law; and any defense to arbitration including waiver, delay, laches, or estoppel. The arbitrator may award the same remedies as a court could, but only to the extent required to satisfy the individual Dispute at issue.

(2) Class Action / Jury Trial Waiver. You and Rockstar each waive all rights to a trial by jury in any action or proceeding involving any Disputes in any forum. You and Rockstar each waive all rights to participate in any purported class, collective, representative, or consolidated action or proceeding. Unless you and Rockstar agree otherwise, the arbitrator may not consolidate or join more than one person's or party's claims and may not otherwise preside over any form of consolidated, representative, group, or class proceeding. All Disputes shall be arbitrated on an individual, non-class, and non-

representative basis only. This means that the arbitrator will resolve your individual Dispute with Rockstar separate from any other Dispute, and that your Dispute cannot be consolidated or joined with another person's or party's claims. The arbitrator may award relief permitted by applicable law only with respect to the individual party seeking relief, but to the maximum extent permitted by applicable law, may not award relief respecting any person other than that individual party seeking relief. If any court or arbitrator determines that this Class Action/Jury Trial Waiver is void or unenforceable for any reason, or that an arbitration can proceed on a class basis, then this Arbitration Agreement shall be deemed null and void in its entirety, and you and Rockstar shall be deemed to have not agreed to arbitrate Disputes.

(3) **Applicability; Your Right to Opt Out.** This binding individual arbitration requirement will not apply to the extent prohibited by the laws of your country or state of residence. You have the right to opt out of this Arbitration Agreement. You must notify us in writing within 30 days of the date that you first accept this Agreement ("Opt-Out Notice") unless a longer period is required by applicable law.

Your Opt-Out Notice must be sent to :

Take-Two Interactive Software, Inc.

ATTN: LEGAL DEPARTMENT — ARBITRATION OPT-OUT

110 West 44th Street,

New York, New York, 10036

The Opt-Out Notice must include: (1) your full name; (2) your mailing address; (3) your Account name, if

you have one; and (4) a clear, signed statement that you do not agree to the Arbitration Agreement. You are responsible for ensuring our receipt of your Opt-Out Notice; you therefore may want to send your notice using a delivery method that provides you with a written receipt of delivery.

(4) Dispute Resolution Procedures. Except for claims brought under Section 15.5(10), any Dispute between you and Rockstar must be resolved through the following steps:

Step 1: Notice of Dispute. If you have a Dispute with us, you must send written notice of the Dispute (“Notice of Dispute”) to us at the following address:

Take-Two Interactive Software, Inc.

ATTN: LEGAL DEPARTMENT — NOTICE OF DISPUTE

110 West 44th Street,

New York, New York, 10036

To be considered complete, your Notice of Dispute must include the following information: (1) your name, (2) Account name or registered email address you use to access the Services, (3) your mailing address, (4) how to contact you, (5) what the problem is, and (6) what you want us to do about it.

If Rockstar has a Dispute with you, we will send our Notice of Dispute to your registered email address

and any billing address you have provided us or, if these options are not available, to other reasonable contact information you have provided us.

Step 2: Informal Negotiation. To help us get to a resolution faster and reduce the costs for both parties, you and Rockstar agree to first attempt to informally negotiate any Dispute for at least 30 days. Those informal negotiations will start on the day you or Rockstar receive a written Notice of a Dispute.

Step 3: Binding Arbitration. If we cannot resolve the Dispute informally, the Dispute (except as set out in Section 15.5(9) and (10) below) will be resolved exclusively via binding individual arbitration conducted by the Judicial Arbitration Mediation Services, Inc. ("JAMS") subject to the terms in this Arbitration Agreement, the U.S. Federal Arbitration Act and federal arbitration law.

(5) Demand for Arbitration. The party starting an individual arbitration must send JAMS a "Demand for Arbitration" (using the form available on its website), pay any applicable filing fee, and mail a copy of the Demand for Arbitration to the opposing party. If you have a Dispute with us, you must send a copy of your Demand for Arbitration to:

Take-Two Interactive Software, Inc.

ATTN: LEGAL DEPARTMENT — DEMAND FOR ARBITRATION

110 West 44th Street

New York, New York, 10036

Rockstar will send our copy of our Demand for Arbitration to your registered email address and any billing address you have provided us or, if these options are not available, to other reasonable contact information you have provided us.

(6) Individual Arbitration Procedure.

Rules. Individual arbitration between you and Rockstar will occur under the Streamlined Arbitration Rules and Procedures issued by JAMS as of the date of the Notice of Dispute (the "JAMS Rules") and as modified by this Arbitration Agreement. Please see www.jamsadr.com for more information about JAMS and the JAMS Rules. You and Rockstar agree that the arbitration will be conducted in English and that the arbitrator will be bound by this Arbitration Agreement.

Discovery and Evidence. Discovery in the arbitration shall be limited to the production of documents that are directly relevant to significant issues in the case or to the case's outcome. The arbitrator shall make all determinations related to the admissibility or relevance of evidence under the Federal Rules of Evidence.

Dispositive Motions & Hearing Location. The arbitrator shall allow for dispositive motions. The location and method of the parties' appearance at the arbitration proceeding, if any, will be determined by the

JAMS Rules.

Confidentiality. The arbitrator shall issue an order providing that the arbitration proceedings and all notices, pleadings, motions, discovery responses, testimony, and documents exchanged or filed related to such proceedings be kept strictly confidential.

Fees. The parties will bear any arbitration costs as determined by the JAMS Rules.

Decision & Award. The arbitrator (not a judge or jury) will resolve the Dispute. Unless otherwise agreed, any decision or award shall set forth the factual and legal basis for the award. The arbitrator shall be permitted to award only those remedies permitted by applicable law or in equity which are supported by credible relevant evidence as determined by the Federal Rules of Evidence. Unless Rockstar expressly consents, the arbitrator may not award relief against Rockstar respecting any person other than you. Any decision or award may be enforced as a final judgment by any court of competent jurisdiction or, if applicable, application may be made to such court for judicial acceptance of any award and an order of enforcement. The arbitrator's decision is final and binding on the parties, except for a limited review by courts under the U.S. Federal Arbitration Act and can be enforced like any other court order or judgment.

(7) **Time Limit for Claims.** To the extent permitted by applicable law, if a Dispute must be arbitrated, you or Rockstar must start arbitration of all Disputes within two (2) years of the events giving rise to the

Dispute. If applicable law requires you to bring a claim for a Dispute sooner than two (2) years after the Dispute first arose, you must start arbitration in that earlier time period. Rockstar encourages you to tell us about a Dispute as soon as possible so we can work to resolve it. Failure to timely engage in dispute resolution will permanently bar all claims.

(8) Non-Arbitrable Claims. Notwithstanding anything to the contrary herein, if the arbitrator may not legally adjudicate or award a particular legal or equitable claim or remedy, such claim or remedy shall be stayed until all other claims and remedies are final and the arbitration completed. Thereafter, the remaining claims must be litigated in a federal or state court of competent jurisdiction in New York County, New York and, if meritorious, such court may award the remaining remedy. To the extent any claims are allowed to proceed on a class, collective, consolidated, group, or representative basis, such claims must be litigated in a federal or state court of competent jurisdiction in New York County, New York, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims remaining in arbitration. In all cases described in this Section 15.5(8), the federal or state court shall be bound under the principles of claim or issue preclusion by the decision of the arbitrator. Suits brought in state court may be removed to federal court by either party if permissible under applicable law.

(9) Exception – Mass Arbitration Procedure.

Mass Arbitration. A “Mass Arbitration” means 5 or more Disputes relating to the same or similar subject

matter, which share common issues of law or fact, or in which the counsel or other organization representing the parties in such Disputes are the same, cooperating, or working in coordination. A “Mass Arbitration Dispute” means an individual Dispute that forms a part of a Mass Arbitration. Nothing in this Section shall be interpreted as authorizing a consolidated, representative, group, or class proceeding. Rockstar reserves all rights and defenses as to each and any Demand for Arbitration and claimant.

Rules for Mass Arbitration. Notwithstanding the parties’ agreement to have all Disputes administered by JAMS on an individual basis, you and Rockstar agree that if your Dispute is (or becomes) a Mass Arbitration Dispute, it shall not be governed by the JAMS Rules or administered by JAMS. Instead, Mass Arbitration Disputes shall be administered by New Era and governed by the New Era Rules in effect when the Mass Arbitration Disputes are filed, excluding any rules that permit arbitration on a class-wide basis (the “New Era Rules”), and this Arbitration Agreement. The New Era Rules are available at www.neweraadr.com/rules-and-procedures. For clarity, the New Era Rules shall be modified by the terms of this Arbitration Agreement.

Batching of Mass Arbitration Disputes. To facilitate efficient resolution of Mass Arbitrations, after 60 Mass Arbitration Disputes have been accepted related to a single Mass Arbitration (the “Initial Batch”), New Era shall not accept any additional Demands for Arbitration related to such Mass Arbitration until 60 days after the final resolution of all Bellwether Cases from the Initial Batch and the subsequent Settlement Conference provided for under the New Era Rules. Thereafter, any additional Mass Arbitration Disputes related to the ongoing Mass Arbitration may be accepted and resolved under the New Era Rules on the same terms as if such Mass Arbitration Disputes had been filed and accepted as

part of the Initial Batch. The delay in the acceptance of a Mass Arbitration Dispute under this provision shall be excluded when calculating the relevant time limit to bring a Dispute under this Arbitration Agreement. Rockstar and the party to any Mass Arbitration Dispute that would otherwise be delayed under this provision may agree to waive the delay and include such Mass Arbitration Dispute in the Initial Batch. You agree to cooperate in good faith to implement this batch-based process.

Severability for Mass Arbitration. If any court or arbitrator determines that this Section 15.5(9) is void or unenforceable for any reason, or if New Era declines to administer any Mass Arbitration Dispute as a Mass Arbitration, then the Arbitration Agreement shall be deemed null and void in its entirety, and you and Rockstar shall be deemed not to have agreed to arbitrate such Disputes.

(10) **Exclusion from Arbitration.** Notwithstanding the parties' decision to resolve all Disputes through binding individual arbitration, you and Rockstar may bring an action in state or federal court that only asserts any of the following claims: patent infringement or invalidity; copyright infringement (including, without limitation, based on use of the Services following a breach of, or termination of rights under, the Agreement); moral rights violations; trademark infringement; trade secret misappropriation; or computer fraud and abuse. Either party to a Dispute may seek relief in a small claims court for any individual Disputes or claims within the scope of that court's jurisdiction, including by seeking to have an arbitration pending under this Arbitration Agreement moved to such small claims court on this basis.

(11) Limitation on Changes to Arbitration Provision. We may update this Agreement, including the Arbitration Agreement, at our discretion in accordance with Section 1.2. Notwithstanding any other provision of this Arbitration Agreement, if Rockstar changes any of the terms of this Arbitration Agreement after the date you first accepted the Arbitration Agreement (or accepted any subsequent changes to the Arbitration Agreement), you may reject the new changes. To reject the new changes to the Arbitration Agreement, you must notify us in writing within 30 days of the effective date of the changes you seek to reject, as indicated by the “Last Updated” date above. Your rejection notice must be sent to:

Take-Two Interactive Software, Inc.

ATTN: LEGAL DEPARTMENT — REJECTION OF CHANGES TO ARBITRATION AGREEMENT

110 West 44th Street

New York, New York, 10036

The rejection notice must include (1) your full name; (2) your mailing address; (3) your user account name, if you have one; and (4) a clear, signed statement that you reject the changes to this Arbitration Agreement. For clarity, if you previously accepted the Arbitration Agreement, your rejection of changes to the Arbitration Agreement does not mean that you opt out; you and Rockstar will still arbitrate any Dispute between you and Rockstar under the terms of the Arbitration Agreement as of the date you first

agreed or the effective date of the last version of the Arbitration Agreement you accepted (as indicated by the “Last Updated” date above), whichever is later.

(12) Severability. Except as set forth in Sections 15.5(2) and (9), if any clause within this Arbitration Agreement is found to be invalid, unenforceable, or illegal, that clause or portion will be severed, and the remainder of this Dispute Resolution section will be given full force and effect.