



Service Addendum for Epic Account Services

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LAST UPDATED 17th OF MARCH 2021

This Service Addendum for Epic Account Services (“Addendum”) supplements the Epic Online Services Developer Agreement (“Developer Agreement”) between you and Epic. All defined terms used in the Developer Agreement will have the same meaning where used in this Addendum, unless this Addendum expressly states otherwise.

The Developer Agreement outlines the general terms regarding your use of the SDK and Services. The Developer Agreement together with any Service Addenda constitute one single agreement. In the event of a conflict or inconsistency between this Addendum and the Developer Agreement, the terms and conditions of this Addendum will prevail.

• 1. PURPOSE OF THIS ADDENDUM

Epic Account Services provide you with a cross-platform account system and social features that enable players to access your Video Game with a single account across platforms and to connect with their friends regardless of the platform they are playing your Video Game on. The purpose of this Addendum is to establish terms specific to your use of Epic Account Services, which enable the functionality described below.

Functionality	Description
Login	Provide Users the opportunity to authenticate with their Epic Account on all supported platforms.
Basic Profile	Access unique account identifier, display name, language preferences, and additional context of gaming-related linked accounts.
Friends	Query an authenticated User's list of Epic friends who have also logged in to your Video Game with their Epic Account.
Presence	Share online status and current activity of the Users in your Video Game.

By using Epic Account Services, you are agreeing to be bound by the terms of this Addendum. If you do not or

cannot agree to the terms of this Addendum, do not use Epic Account Services.

• 2. PERMITTED USE

- 2.1. You agree to only use the Service and/or Process Epic Account Data for the purpose of authenticating Users, providing Epic's social features in connection with your Video Game(s), and assisting Users in making social connections across other services (collectively, the "Permitted Uses"). Unless required by applicable law, you agree not to use, retain, disclose, or otherwise Process Epic Account Data for any other purpose.
- 2.2. Epic Account Data is Epic-Owned Data, even when used or exposed with other Services and when created or modified through your Video Game.
- 2.3. You may only access Epic Account Data through the Service and in accordance with all relevant Epic policies and license agreements governing your use of the Service. An overview of relevant guidelines and policies can be found at <https://dev.epicgames.com/docs>
- 2.4. You may not collect data about Epic Accounts directly from Users or from any source other than through the Service. You may not proxy, request, or collect Epic Account access credentials.
- 2.5. If you choose to support Epic Accounts in your Video Game (either as sole account system or in conjunction with other account systems) then you agree to present Users per our guidelines with clear and conspicuous options to log into and out of their Epic Accounts through your Video Game, and allow Users without an Epic Account to create an Epic Account. Once a User has authenticated through the Service, you must clearly and conspicuously show the User that he or she is signed into the relevant Epic Account.
- 2.6. If your Video Game requires use of an Epic Account to access all features of the Video Game, this fact must be prominently displayed prior to the point of purchase and/or download.
- 2.7. You agree not to use the Service or access any Epic Account Data for any Video Game that is primarily directed to children under the age of 13.
- 2.8. Epic may provide different scopes of Epic Account Data you may request access to. You may only request access to scopes of Epic Account Data that you currently need in your Video Game for the Permitted Uses. You may not request access to scopes of Epic Account Data on the basis that it could be useful to you or your Video Game at some point in the future.
- 2.9. You must obtain explicit consent in your Video Game from a User before importing any of that User's Epic Account Data for the purpose of making social connections across other services. A disclosure of this use of Epic Account Data in your privacy policy alone is insufficient. Consent to this use of Epic Account Data must not be required as part of your Video Game. You agree to provide a transparent and easily accessible mechanism for Users to withdraw their consent to your use of that User's Epic Account Data for this purpose.
- 2.10. You agree not to sell, rent, license, release, disclose, disseminate, transfer, or otherwise

make available, in whole or in part, any Epic Account Data to a third party for monetary or other valuable consideration. Such third parties include, but are not limited to, data brokers, ad networks, ad exchanges, and advertisers.

• 3. PRIVACY LAWS

- 3.1. You agree to use the Service and Process Epic Account Data solely in compliance with all applicable Privacy Laws. In the event a Privacy Law, enforcement action, investigation, litigation or claim, or any other circumstance, is reasonably likely to adversely affect your ability to comply with this Addendum or the Agreement, you agree to promptly notify Epic through the Developer Portal and take reasonable and appropriate steps to remedy any non-compliance, or promptly cease your use of the Service and Processing of any Epic Account Data.
- 3.2. Epic may suspend or revoke your access to, or use of, any or all of the Service or Epic Account Data if you have violated this Addendum.
- 3.3. You agree to maintain a publicly available and easily accessible privacy policy that (i) complies with Privacy Laws; (ii) comprehensively, clearly, and accurately describes your Processing of Epic Account Data; and (iii) provides contact information for data protection inquiries. Your privacy policy must be consistent with this Addendum and the Agreement. You agree that you will provide an accurate link to your publicly available Privacy Policy to Epic for inclusion in the consent flow interface.

• 4. RETENTION AND DELETION

- 4.1. You may only retain Epic Account Data for as long as necessary for the Permitted Uses or as required by applicable law.
- 4.2. You agree to promptly and securely delete all of a User's Epic Account Data upon the User's request, and provide an easily accessible mechanism for Users to make that request.
- 4.3. You agree to promptly and securely delete all of a User's Epic Account Data upon notification from Epic that the User has submitted a deletion request to Epic.
- 4.4. Promptly upon the expiration or earlier termination of this Addendum or the Agreement, you shall promptly and securely delete all Epic Account Data in your possession, custody, or control.
- 4.5. In the event and during the period that you are unable to perform any such deletion for reasons permitted under applicable law, you agree to (i) promptly inform Epic of the reason(s) for your refusal of the deletion; (ii) ensure the privacy, security, confidentiality, and integrity of the Epic Account Data in accordance with this Addendum and the Agreement; (iii) immediately cease from using the Epic Account Data except as required by applicable law; and (iv) delete the Epic Account Data promptly after the reason(s) for your refusal has expired.

• 5. SECURITY MEASURES

- 5.1. You agree to develop, implement, and maintain technical and organizational security measures that are appropriate to protect Epic Account Data from unauthorized or accidental Processing. These must include, without limitation, a comprehensive software security program and secure software development safeguards to control for internal and external risks to the privacy, security, confidentiality, and integrity of Epic Account Data.
- 5.2. You will ensure that only authorized personnel and representatives are granted access to Epic Account Data, and only on a need-to-know basis, and that they only Process Epic Account Data in accordance with the terms of this Addendum and the Agreement. To the extent you engage service providers to Process Epic Account Data, you must ensure that the service providers are bound to a contract that imposes obligations that are substantially the same as, and no less protective than, those contained in this Addendum. You acknowledge and agree that you will remain fully liable for the performance of your service providers' obligations.
- 5.3. You agree to immediately inform Epic through the Developer Portal upon becoming aware of any actual or suspected unauthorized or accidental Processing of Epic Account Data ("Epic Account Data Incident"). You agree to promptly investigate such Epic Account Data Incident, take all necessary and advisable corrective actions, and cooperate fully with Epic in all reasonable and lawful efforts to prevent, mitigate, or rectify the Epic Account Data Incident. You will provide Epic with such assurances as Epic may request that such Epic Account Data Incident is not likely to recur.

• 6. COMPLIANCE MONITORING

- 6.1. You agree to make available to Epic all information and materials necessary to demonstrate compliance with this Addendum and the Agreement, and allow for and contribute to audits, including inspections, conducted by Epic (or a designee acting on behalf of Epic) of your Video Games, applications, systems, and records, relating in any way to your obligations as set forth in this Addendum and the Agreement. Any inspection performed pursuant to this Addendum will take place at a mutually agreed upon time during your normal business hours and shall not unreasonably interfere with the normal conduct of your business or cause you to violate your confidentiality obligations. You will reasonably cooperate with any such inspection initiated by Epic.
- 6.2. You acknowledge and agree that Epic will have the right to monitor your use of the Service and your compliance with this Addendum and the Agreement. You must not interfere or attempt to interfere with such monitoring.
- 6.3. Once per calendar year Epic will notify you that you are required to certify your continued compliance with the terms of this Addendum in the Developer Portal. Failure to self-certify your compliance within three months after notification may result in Epic revoking your access to the Service and Epic Account Data, and/or requiring you to promptly delete Epic Account Data then in your possession, custody, or control.

• 7. EU DATA TRANSFERS

- 7.1. In the event that you access Epic Account Data to which the EU General Data Protection Regulation applies from a location that has not been the subject of an adequacy determination by the European Commission:
 - 7.1.1. Controller-to-Controller Standard Contractual Clauses will apply and are incorporated here by reference. In the event of any conflict between the terms of this Addendum and the provisions of the Controller-to-Controller Standard Contractual Clauses, the Standard Contractual Clauses will prevail.
 - 7.1.2. For the purposes of the Controller-to-Controller Standard Contractual Clauses, Epic is the data exporter and you are the data importer. For the purposes of Annex B to the Standard Contractual Clauses: (1) Data subject(s) are Users; (2) Purposes of the transfer(s) are the Permissible Purposes; (3) Categories of data are Epic Account Data that are enumerated in Section 1 of this Addendum; (4) Recipients to whom transferred Epic Account Data may be disclosed include the data importer, its authorized service providers, as well as authorized users to whom the User requests to be connected in the context of data importer's video game; (5) Promptly upon the expiration or earlier termination of the Addendum or Epic Games Developer Services Agreement, or such earlier time as data exporter requests, data importer will promptly and securely delete all personal data transferred under the Controller-to-Controller Standard Contractual Clauses; (6) the contact point for data protection inquiries to the data exporter is privacy@epicgames.com; and (7) the contact point for data protection inquiries to the data importer is listed in the data importer's publicly-available privacy policy.

• 8. INJUNCTIVE RELIEF

- 8.1. You agree and acknowledge that any Processing of Epic Account Data in violation of this Addendum, the Agreement, or any Privacy Law may cause immediate and irreparable harm to Epic for which money damages may not constitute an adequate remedy. Therefore, you agree that Epic may obtain specific performance and injunctive or other equitable relief, in addition to its remedies at law. Epic shall be entitled to such equitable relief in addition to all other remedies at law or in equity.

• 9. SURVIVAL

- 9.1. Notwithstanding anything to the contrary contained herein, you acknowledge and agree that your obligations set forth in this Addendum will survive any termination or expiration of this Agreement until Epic Account Data is no longer in your possession, custody, or control.

10. DEFINITIONS

“Controller-to-Controller Standard Contractual Clauses” means the EU Standard Contractual Clauses for

Controller-to-Controller data transfers approved by EU Commission decision 2004/915/EC dated December 27, 2004 (located at https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc_en).

“Epic Account Data” means all information or data related to Epic Accounts that Epic makes available to you through the Epic Account Services.

“Epic Account” means the Epic Games account of an individual end-user of Epic Games, which is used to access Epic Games products and services, and which may be used as a sign-in method for Users of Video Games using the Epic Account Services.

“Privacy Laws” means any and all applicable laws, rules, regulations, directives, and governmental requirements currently in effect, and that become effective during the term of this Addendum or the Agreement, that relate in any way to the privacy, security, confidentiality, or integrity of Epic Account Data.

“Process” (and its derivatives) means any operation or set of operations performed upon Epic Account Data, whether or not by automated means, including creating, collecting, aggregating, procuring, obtaining, accessing, recording, organizing, structuring, adapting, altering, retrieving, consulting, using, disclosing, disseminating, making available, aligning, or combining the information.

“Service” means the Epic Account Services.

“User” means any end user of your Video Game.