



## WEB SHOP ADDENDUM TO THE EPIC GAMES STORE DISTRIBUTION AGREEMENT

# WEB SHOP ADDENDUM TO THE EPIC GAMES STORE DISTRIBUTION AGREEMENT

This Addendum (“**Addendum**”) adds to the Epic Games Store Distribution Agreement (the “**Agreement**”) between the developer or publishing entity that clicks “Accept” below (“**you**,” “**your**,” or “**yours**”) and Epic Games (“**Epic**,” “**we**,” “**ours**,” or “**us**”) and is effective as of the date and time you click “Accept.” Sometimes in this Addendum, we talk about rules that apply to both you and Epic; in these sections we refer to you or Epic individually as a “**Party**,” and you and Epic together as the “**Parties**.” Capitalized terms without a definition in this Addendum use the definitions in the Agreement.

This addendum covers Epic’s Web Shops (“**Web Shops**”), which are standalone web-based storefronts on the Epic Games Store that allow Users to view and purchase items for your Product like in-product content, virtual items, consumable digital goods, and downloadable content. This includes Epic’s application program interface for Web Shops (the “**Web Shop API**”).

## 1. DEFINITIONS

- a. Web Shop purchases are **Transactions** as described in Section 6(a)(i) of the Epic Games Store Distribution Agreement(<https://dev.epicgames.com/portal/en-US/distribution-agreement>).
- b. Transactions on Web Shops are the purchase of Digital Rights in Products, regardless of fulfillment method.

## 2. WEB SHOP API AND WEB SHOP PLATFORM

Web Shop storefronts and functionality that reside in the Epic Games Store Developer Portal (like configuration tools for Web Shop offers) are considered part of the Store. The Web Shop API and any Web Shop code samples provided to you by Epic are Product Distribution Tools, and all terms in Section 2 of the Agreement (Product Distribution Tools) apply to Web Shops and the Web Shop API.

**a. Usage of Web Shops and the Web Shop API.** You may use the Web Shop API and Web Shop to:

- i. Distribute Web Shop Products to Users through the Epic Games Store; ii. Fulfill entitlements to Users who purchase Web Shop Products; iii. Manage Web Shop operations

**b.** You may not use Web Shops or the Web Shop API in any other way unless you and Epic agree in a signed

written agreement.

**c. Usage Restrictions.** You may not:

- i. Use Web Shops or the Web Shop API as an intermediary storefront to sell goods, products, and services that are not yours.
- iii. Sublicense your access to Web Shops or the Web Shops API except as a Product Distribution Tool for use by your team.
- iv. Use Web Shops or the Web Shop API to sell any Products other than add-on or consumable offer types or contrary to the terms detailed at <https://dev.epicgames.com/docs/epic-games-store/store-presence/web-shops/manage-web-shops>.
- v. Reverse engineer, tamper with, or bypass limits of the Web Shop API set by Epic.

**d. Data Processing Agreement**

In addition to the obligations stated in the Agreement, you also agree to the Web Shops Data Processing Agreement included below as Exhibit A.

### **3. DEVELOPER OBLIGATIONS**

You must comply with Epic's policies and technical requirements for Web Shops available at <https://dev.epicgames.com/docs/epic-games-store/requirements-guidelines/content-ratings/web-shop-guidelines>. Epic may update these requirements from time to time and will provide you written notice of changes. You are responsible for customer service and support related to your Web Shop storefront, however, Epic will provide you reasonable support for your questions about your Web Shop storefront and will handle refunds as described in the Agreement.

### **4. ENTIRE AGREEMENT**

This Addendum is part of the Agreement. Except as modified by this Addendum, the terms of the Agreement remain in effect. In case of conflicting terms, this Addendum controls with respect to Web Shops.

### **EXHIBIT A - WEB SHOP ADDENDUM DATA PROCESSING AGREEMENT**

You and Epic are each independently responsible for compliance with data protection laws or regulations relating to privacy, security, or data protection (collectively "**Data Protection Law**"). You represent and warrant that your Products and use of the Web Shops (including the Web Shops API) will at all times comply with applicable Data Protection Laws. To the extent that in the context of using the Web Shops and Web Shops API you process any information that directly or indirectly identifies, relates to, describes, or is reasonably capable of being associated with a particular data subject, or which is otherwise considered personal data, personal information, personally identifiable information, or other similar terms under applicable Data Protection Laws (collectively "**Personal Data**"), you agree to:

1. Only process such Personal Data in compliance with Data Protection Laws and for the purposes specified in the Addendum;
2. Provide and maintain transparent information about the bases and purposes for your processing of Personal Data, for example in a privacy notice that is publicly available and easily accessible; and,

3. Reasonably cooperate with Epic to the extent necessary to respond to any security incident, regulatory inquiry, or data subject rights requests.

To the extent Personal Data may be transferred or shared between the parties, the parties agree that such Personal Data is not exchanged for monetary or other valuable consideration; it is not shared for cross-contextual behavioral advertising; and, it is not to be processed for targeted advertising.

Where international transfers of Personal Data require extra measures because the laws of the recipient party's jurisdiction do not provide an adequate level of protection, the parties agree to cooperate in good faith to implement appropriate safeguards as may be required or permitted to comply with such additional measures.

1. To the extent applicable under the EU GDPR, the parties agree to the EU Standard Contractual Clauses issued by Commission Implementing Decision (EU) 2021/914 of 5 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (the "**EU SCCs**"), which are incorporated by reference as if set out in full and adapted as follows:

a. Module One will apply; b. in Clause 7, the optional docking clause will not apply; c. in Clause 11, the optional language will not apply; d. in Clause 17, Option 1 will apply, and the EU SCC's will be governed by Luxembourg law; e. in Clause 18(b), you and Epic agree to resolve disputes before the courts of Luxembourg; f. for Annex 1, you are the data exporter, Epic is the data importer, and Epic's Data Protection Officer may be contacted at [dpo@support.epicgames.com](mailto:dpo@support.epicgames.com); the description of processing is that you may transfer a Player ID or order information to Epic so that Epic may facilitate the order transaction and the data subject's purchase is reflected in your game or app account that data subject holds with you; and, Epic will only retain the Player ID as long as needed to facilitate the transaction or as otherwise requested by the data subject for future transactions. g. for Annex 2, the parties shall implement and maintain reasonable and appropriate technical and organizational measures to protect Shared Personal Data against accidental loss, destruction or alteration, unauthorized disclosure or access, or unlawful destruction. To the extent UK Data Protection Laws apply, the parties agree to the UK Addendum to the EU Standard Contractual Clauses issued by the Information Commissioner's Office under s.119A(1) of the Data Protection Act 2018, Version B1.0, in force 21 March 2022 ("**UK Addendum**"), which is incorporated by reference as if set out in full and adapted consistent with the adaptations to the EU SCCs set out above.

You will notify Epic upon becoming aware that you may no longer be able to meet your obligations under these terms or applicable Data Protection Laws.