

PAYDAY 3 - END USER LICENSE AGREEMENT (“EULA”)

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Table of Contents

- 1. ABOUT THIS EULA..... .2
- 2. ACCEPTANCE OF TERMS..... .3
- 3. NEBULA ACCOUNTS..... .3
- 4. PAYMENT OPTIONS..... .3
- 5. RIGHT OF USE..... .3
- 6. PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS..... .4
- 7. VIRTUAL INGAME ASSETS..... .4
- 8. USER GENERATED CONTENT..... .5
- 9. USER REQUIREMENTS..... .6
- 10. TECHNICAL PROTECTIVE MEASURES..... .8
- 11. BETA TESTS..... .8
- 12. FEEDBACK..... .9
- 13. LINKS..... .9
- 14. HEALTH OF GAME USERS..... .9
- 15. EPILEPSY WARNING:..... .10
- 16. WARRANTY..... .10
- 17. DISCLAIMER FOR WARRANTIES (NOT APPLICABLE TO USERS BASED IN THE EUROPEAN UNION AND UNITED KINGDOM)..... .10
- 18. LIABILITY LIMITATION (NOT APPLICABLE TO USERS BASED IN THE EUROPEAN UNION AND UNITED KINGDOM)..... .11
- 19. LIABILITY LIMITATION (APPLICABLE TO USERS BASED IN THE EUROPEAN UNION AND UNITED KINGDOM)..... .11
- 20. INDEMNITY (NOT APPLICABLE TO USERS IN THE EUROPEAN UNION AND UNITED KINGDOM)..... .12
- 21. TERMINATION..... .12
- 22. RIGHT OF WITHDRAWAL..... .12
- 23. NO ASSIGNMENT..... .13
- 24. GOVERNING LAW..... .13
- 25. UPDATES TO EULA..... .14
- 26. EXPORT CONTROL..... .14
- 27. FINAL PROVISIONS..... .14

Summary:

These are the (legally binding) rules for accessing and playing PAYDAY 3. You should have a read of this full EULA, but we draw your attention in particular to the following:

- **Rules.** There are rules (and consequences) regarding what you can and cannot do with PAYDAY 3 – please take a look at section 9 which covers this topic. Please note if you break the rules you may be suspended or banned from playing PAYDAY 3, and will lose access to the Game, any DLC and any in-game purchases.
- **Betas.** PAYDAY 3 may sometimes release content on a ‘alpha’, ‘beta’ or ‘Early Access’ basis – these may contain bugs and require server / progress resets. For more information on this, please take a look at section 11.
- **User-Generated Content.** You are responsible for making sure any user-generated content you create complies with this EULA and any applicable law. You grant a licence for us to use your UGC as part of the Game, which may be revoked in certain circumstances. Please see section 8 for more information.
- **Disputes.** There are rules and limitations on our liability to you and dispute resolution (including indemnity obligations for those outside the United Kingdom and European Union). For more details, please see sections 18, 19, 20 and 24.
- **Starbreeze.** These terms govern your use of PAYDAY 3. Although PAYDAY 3 is published by PLAION, the game is developed by Starbreeze. There are therefore some terms of this EULA that can be enforced by either company.
- **Contact.** If you have any questions about this EULA or general legal matters regarding PAYDAY 3, please contact our customer support at <https://helpcenter.plaion.com/en/games>.

1. ABOUT THIS EULA

This End User License Agreement, as amended from time to time (hereinafter referred to as “**EULA**”), set forth the terms and govern your use of the game PAYDAY 3 and any related downloadable content (hereinafter referred to as “**Game**”) or parts, components and/or single features thereof , or other products (real and/or virtual) and/or services connected to the Game (including any Ingame Assets) (collectively, “**Services**”) offered by PLAION GmbH, Embracer Platz 1, A-6604 Hoefen, Austria (hereinafter referred to as “**PLAION**”).

The Game is developed by New Starbreeze Publishing AB (“**Starbreeze**”). Certain sections of this EULA may be enforced by Starbreeze.

Please read this EULA carefully, as this EULA is a legal document stating your rights and obligations in connection with the use of our Game, including any services you access through the Game and any purchases you make through the Game. By accepting the EULA you agree to be bound by these terms.

The Game and any files enabling you to play or perform updates either online or offline including packaging, manuals, etc. (hereinafter called “**Materials**”) and all works derived from the Game and these Materials are both protected by law, including, without limitation, copyright and trademark law. Use of the Game shall be subject to the terms of this EULA. The Game shall be distributed and rented exclusively by authorized traders and shall be used solely for private purposes. Any use, reproduction or redistribution of the Game not expressly authorized hereunder shall be expressly prohibited.

Please also read our Privacy Policy carefully that you can find at <https://plaion.com/en-en/privacy> and the PAYDAY 3 Privacy Policy available at: <https://www.paydaythegame.com/payday3/privacy/> . By downloading or using the Game, you also confirm that you have read PLAION’s Privacy Policy and the PAYDAY 3 Privacy Policy.

If you have any questions or comments about this EULA, or any legal matters related to PAYDAY 3, please contact our customer support at <https://helpcenter.plaion.com/en/games>.

2. ACCEPTANCE OF TERMS

Before downloading, installing, accessing and/or using the Game please go through the following EULA precisely. The EULA is an electronic agreement that sets out the legally binding terms of your use of the Game. When you use the Game you acknowledge and agree that you (i) are at least 15 years old (or such other minimum age as is applicable for such an agreement in your country of residence) – if you are between 15 and 18 years old, please speak to your parent / guardian about reviewing this EULA; (ii) have the full legal right, authority and capacity to enter into this EULA; and (iii) have read, understand and agree to be bound by the terms of this EULA. If you do not agree to this EULA, please do not use the Game and/or Services.

Please be aware that the Game is rated '18' by PEGI and 'M' by ESRB. Therefore, the content of the Game may not be suitable for younger players.

THESE TERMS ARE ONLY APPLICABLE FOR THE USE OF THE GAME. FOR OTHER SERVICES; PRODUCTS OR GAMES THAT ARE OFFERED BY PLAION OR BY THIRD PARTIES, OTHER SPECIFIC END USER LICENSE AGREEMENTS MAY APPLY ADDITIONALLY.

3. NEBULA ACCOUNTS

You will be required to set up a Nebula account (operated by Starbreeze) to access the Game. The Nebula EULA is available here: <https://nebula.starbreeze.com/legal/696cf9eb-16ac-4705-82ff-83e09dfd3cdd>.

4. PAYMENT OPTIONS

You may pay fees using the methods available for the Services and you agree to the terms and conditions applicable to each payment method you choose. Payment methods may vary. When you provide credit card or other payment information to PLAION and/or its payment providers, you represent to PLAION and/or its payment providers that you are the authorized user of the credit card or other payment method. You must provide current, complete, and accurate information for your billing account. You must promptly update all information to keep your billing account current, complete, and accurate (such as a change in billing address, credit card number, or credit card expiration date), and you must promptly notify PLAION and/or its payment providers if your credit card is canceled (for example, for loss or theft). Changes to such information can be made by contacting PLAION's or the payment provider's customer service (as applicable). PLAION reserves the right to utilize third party credit card updating services to obtain current expiration dates on credit cards provided by you. As the account holder, you are responsible for all usages all charges incurred, including applicable taxes, and all purchases made by you or anyone that uses your account, including your family or friends. We may provide links to other websites. Some of these web sites may charge separate fees which are not included in any fees that you may pay to PLAION. Any separate charges or obligations that you incur in your dealings with third parties are your responsibility.

5. RIGHT OF USE

By purchasing this Game and subject to the User Requirements (section 9) below, PLAION grants to you a non-exclusive, non-sublicensable, non-transferable, non-assignable, terminable and revocable personal right to install and use the Game on one computer / console. Any other use without PLAION's prior consent is prohibited. Using the Game is solely intended for your personal, non-commercial use in accordance with this EULA. The creation of backup copies is only allowed within the scope of legal regulations.

With regard to Games purchased from retailers on original media (e.g., on CD-ROM, DVD, Blu ray etc.) you may permanently transfer all of your rights and obligations related to the use of a Game under this Agreement to another person who agrees to the terms of this EULA by physically transferring the original media, original packaging, and all manuals or other documentation distributed with the Game provided that you permanently delete all copies and installations of the Game in your possession or control. You agree to be solely responsible for any taxes, fees, charges, duties, withholdings, assessments, and similar charges, together with any interest, penalties, and additions imposed in connection with such transfer. Other than as set forth above, PLAION does not recognize any purported transfer of the Games.

Except as expressly authorized in this EULA, any use of any portion of the Game without our prior written permission is strictly prohibited and constitutes an immediate termination of the license granted herein. Any such unauthorized use may also violate applicable laws, including civil laws (particularly, copyright and trademark laws) and criminal laws, applicable communications regulations and statutes, and similar regulations. Except as expressly stated herein, nothing in this EULA shall be construed as conferring any license or intellectual property rights, whether by estoppel, implication or otherwise.

Unauthorized duplication of the Game is a criminal offence and can be punished with a fine, depending on the legislation the user is subject to. Any person who duplicates, distributes or publicly reproduces the Game without permission in any way, or assists another person in doing so, is liable to prosecution. Copied media duplicated without permission may be confiscated by the prosecutor's office and destroyed.

In the event of violation of this EULA, in order to protect our intellectual property, PLAION expressly reserves the right to take all legal measures that it is legally entitled to for the protection of its intellectual property.

This license is subject to this EULA and is conditioned upon your agreement with its contents, including, without limitation, the User Requirements below.

6. PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS

All proprietary and intellectual property rights in relation to the Game and Services is the property of PLAION or its licensors. The product is protected by national and international laws, copyright treaties and agreements and other laws. Any reproduction or reproduction of these Materials without the prior approval of PLAION is prohibited. Except as expressly provided in this EULA, all rights are expressly reserved by PLAION.

7. VIRTUAL INGAME ASSETS

When using the Game you may purchase virtual ingame assets, including, without limitation, weapons, objects, artifacts, currency, items, equipment, and/or other value or status indicators the Game to speed up gameplay and progress in the Game by spending real money ("**Ingame Assets**"). All Ingame Assets exist on servers only as data. Ingame Assets cannot be exchanged into real money. You understand that you do not own Ingame Assets, but acquire a limited license to use Ingame Assets according to the Game's gameplay. You acknowledge and agree that such Ingame Assets are accumulated as part of your account and therefore you shall have no ownership or other property interest in any Ingame Assets. PLAION does not provide or guarantee, and expressly disclaims any value, cash or otherwise, real or virtual, attributed to any data residing on servers operated by PLAION, including without limitation the Ingame assets associated with your account. Some Ingame Assets may be usable across different platforms of the Game where you own copies of the Game on those platforms.

You further acknowledge and agree that PLAION has the right, but not the obligation, to delete, alter, move, remove, or transfer any and all free Ingame Assets, in whole or in part, at any time and for any reason, with or without notice to you, and with no liability of any kind to you. For any paid-for Ingame Assets, we may delete, alter, move, remove or transfer them, in whole or in part, at any time to address a legal, regulatory and/or security issue, or to reflect changes in our business practices or operations. If this

happens where the paid-for Ingame Asset has already been purchased by you, then you may be entitled to a full or partial refund.

The sale or transfer of items of Ingame Assets or virtual currency between users may only be conducted via services approved of and provided by PLAION, if any, and PLAION may terminate any account that acts in contravention of this prohibition.

INGAME ASSETS ARE PAYABLE IN ADVANCE AND ARE NOT REFUNDABLE IN WHOLE OR IN PART. THE AFOREMENTIONED DOES NOT APPLY WHERE YOU HAVE A WITHDRAWAL RIGHT UNDER STATUARY LAW (SEE SECTION 22) OR WHERE THE INGAME ASSET IS DEFECTIVE, NOT FIT FOR PURPOSE OR MISDESCRIBED, IN WHICH CASE YOUR STATUARY RIGHTS SHALL FULLY APPLY.

NOT WITHSTANDING ANYTHING TO THE CONTRARY HEREIN, YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL HAVE NO OWNERSHIP OR OTHER PROPERTY INTEREST IN YOUR ACCOUNT, AND YOU FURTHER ACKNOWLEDGE AND AGREE THAT ALL RIGHTS IN AND TO THE ACCOUNT ARE AND SHALL FOREVER BE OWNED BY AND INURE TO THE BENEFIT OF PLAION. YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE NO CLAIM, RIGHT, TITLE, OWNERSHIP OR OTHER PROPRIETARY INTEREST IN THE GAMES OR INGAME ASSETS THAT YOU ACQUIRE, REGARDLESS OF THE CONSIDERATION OFFERED OR PAID IN EXCHANGE FOR ANY OF THE FOREGOING.

8. USER GENERATED CONTENT

We may offer the ability to users to create, modify, design, upload, embellish, or otherwise alter objects or other elements ("**User Generated Content**" or "**UGC**").

Starbreeze grants to you a non-exclusive, worldwide, non-transferable, revocable, non-sublicensable right and licence to use certain modkits (for example, a mask modkit) in order for you to create UGC, subject to the terms of this EULA and any further terms notified to you from time to time.

By submitting UGC, you grant to PLAION and Starbreeze, its affiliates and partners, and their successors in business and assignees, employees, licensees, agents, representatives a worldwide, assignable and sublicensable, non-exclusive, royalty-free license to reproduce, distribute, perform, modify, edit, display, adapt, create derivative works from, and market and promote UGC, for any commercial or noncommercial purposes, and in any medium now existing or hereinafter developed without your prior approval or the payment of any compensation and without notice. To the extent permitted by applicable laws, you hereby waive any moral rights and rental rights you may have in the UGC you submit. You also grant each user of the Game a non-exclusive license to access your UGC as permitted through the functionality of the Game and under this EULA. If this EULA is terminated, PLAION and Starbreeze may continue to use your UGC as set out in this section in certain circumstances (for example, where your UGC has no utility outside the Game, it has been aggregated with other UGC or the Game, or if it was jointly created with another user).

Although our Game and its content can be used to provide you with access to UGC, neither this EULA nor your use of any UGC override the UGC owners' requirements and restrictions.

By making UGC available through our Game, you represent that: (i) you have the right to create and/or provide and/or post and such content, or its use by us as contemplated in this EULA, does not violate this EULA, applicable law or third party rights (including, without limitation, intellectual rights and personal rights); (ii) the UGC is not defamatory, libelous, false, obscene or offensive; and (iii) the UGC is consistent with all age ratings for the Game. You agree and acknowledge that we cannot control each UGC, nor can we verify the accuracy, correctness or authenticity of the UGC provided. We do not assume any responsibility for any UGC or responsibility for any loss of or damage to any to any UGC made available by you or any third party in connection with the Game. We do not actively monitor, nor are we in any way responsible for, the content of any UGC.

THE CONTENT OF THE CONTRIBUTIONS DOES NOT REFLECT THE VIEWS OF PLAION, STARBREEZE OR ITS AFFILIATES OR SUBSIDIARIES, ANYONE ASSOCIATED WITH PLAION, STARBREEZE, ITS LICENSORS OR LICENSEES, THE SERVICES OR ANY WEBSITE. PLAION AND STARBREEZE RESERVE THE RIGHT TO REVIEW AND REMOVE ANY UGC AT ANY TIME, WITHOUT NOTICE, FOR ANY REASON AND IN ITS SOLE DISCRETION. SUBJECT TO SECTION 19, PLAION AND STARBREEZE SPECIFICALLY DISCLAIMS ANY LIABILITY WITH REGARD TO UGC.

Some UGC may have elements of content that some may regard as excessively violent, vulgar, distasteful, explicit, sexually provocative, lewd, crude, hateful, taunting, harassing, threatening, and otherwise of questionable taste. If you object to or are sensitive to such content, and do not want to be exposed to it, please do not proceed.

If you encounter something you find objectionable and in violation of this EULA, you can report it to us at <https://helpcenter.plaion.com/en/games>.

IN ALL CASES, YOU ARE SOLELY RESPONSIBLE FOR CREATING AND/OR MAKING USE OF UGC.

9. USER REQUIREMENTS

PLAION may suspend or revoke your license to use the Game and/or Services if you violate, or assist others in violating, the points set forth below. You agree that you will not, in whole or in part or under any circumstances, do the following:

- Copy or reproduce, translate, reverse engineer, derive source code from, modify, disassemble, decompile display or distribute any part of the Game or other Services in any medium, or create derivative works based on or related to the Game and its contents.
- Alter or modify or attempt to alter or modify any part of the Game or other Services.
- Use the Game or other Services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Use any unauthorized process or software that intercepts, collects, reads, or “mines” information generated or stored by the Game or other Services.
- Publish, post, upload, transmit, distribute or disseminate content that is beyond the acceptable level of content PLAION has set for its Games and Services such as content that is illegal, harmful, abusive, threatening, harassing, vulgar, distasteful, sexually explicit, political, libelous, defamatory, obscene, embarrassing, unwanted, rude, hateful or racially, ethnically, sexually, or, in a reasonable person’s view, otherwise offensive or objectionable, or encourage others to do so.
- Use, upload, transmit, distribute or otherwise make available any material or information, which contain any materials that could infringe any copyright, trademark, patent, trade secret, publicity or privacy right or any other proprietary right or disclose any trade secret or violate any confidential obligation of any person or entity, unless you have first received permission from the owner of those rights to use the materials in this manner.
- Use the Game or other Services in any manner that could damage, disable, overburden, or impair any PLAION server, or the network(s) connected to any PLAION server, or interfere with any other party’s use and enjoyment of the Game.
- Take any action to interfere with, interrupt, destroy or limit the functionality of the Game or other Services, or any computer software or hardware or telecommunications equipment.

- Upload files that contain viruses, trojan horses, worms, time bombs, cancel bots, corrupted files or data, or any other similar software or programs that may damage the operation of the Game or other Services or other users' computers.
- Restrict or inhibit the use of the Game or other Services by other users in any way (for example, by running programs directed against the website, reverse engineering APIs, harassment, targeted computer attacks, unauthorized modification of the website, etc.).
- Attempt to gain unauthorized access to the Game or other Services, computer systems or networks connected to any PLAION server or to any game and/or third party site, through hacking, cracking, distribution of counterfeit software, password mining or any other means.
- Use the Game or other Services for fraudulent transactions or other criminal means.
- Use, develop or distribute "auto" software programs, "macro" software programs, prohibited robots, spiders or other "cheat utility" software program or applications.
- Use any automated devices, such as spiders, robots or data mining techniques to catalog, download, store or otherwise reproduce, store or distribute content available on the Service or to manipulate the Game or other Services and/or a third party site in any manner not consistent with its or their intended purpose(s).
- Obtain or attempt to obtain any materials or information through any means not intentionally made available through the Game or other Services.
- Advertise or offer to sell or buy any goods or services for any purpose.
- Falsify, delete or disable any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Impersonate or create a false identity (such as a celebrity or PLAION representative) for the purpose of misleading others.
- Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users or other user or usage information or any portion thereof.
- Improperly use support or complaint buttons or make false reports to PLAION administrators.
- Use a bulletin board or other communications service in any manner other than for personal communication as an individual user (i.e. not as a corporation or other entity).
- Exploit, distribute or publicly communicate any error, miscue or bug which gives an unintended advantage.
- Sell, buy, or transfer access to your account.
- Maintain more than one account.
- Use the Game or other Services to violate any applicable law or regulation.
- Encourage or assist anyone else to commit any of the foregoing violations.

Please note that PLAION has adopted and operates a zero tolerance policy. If any such aforementioned behavior is detected, your access to our Games or Services may be terminated with or without additional notice to you. Starbreeze may also enforce the User Requirements above and may suspend or terminate your access to the Games or Services with or without additional notice to you.

If you consider that any content made available on any Service by users does not comply with this EULA, you may report this to PLAION by contacting us at <https://helpcenter.plaion.com/en/games>.

10. TECHNICAL PROTECTIVE MEASURES

The Game may be protected by technical protection measures and digital rights management, including, without limitation, physical protection, tattooing (watermarking), digital keys and online activation. A broadband internet connection and the creation of a Nebula account will be necessary to access the Game, including the online functions.

11. BETA TESTS

In its sole discretion, PLAION and/or Starbreeze may contact you to propose that you review and evaluate one or more games, aspects of games, online features or any services prior to commercial release for the purpose of identifying program errors and bugs and/or improve their functioning (“**Beta Test**”).

If you agree to a Beta Test, you must sign and return to PLAION a Beta Test Confidentiality EULA (“**Confidentiality EULA**”) for each specific Beta Test BEFORE any software or feature will be provided or made accessible to you.

In connection with the Beta Test, PLAION and/or Starbreeze may provide you, on a temporary basis, a pre-release copy of a game or access to a feature on the PLAION site. You understand and agree that the pre-release copy and all other materials provided to you are confidential or proprietary information of PLAION and/or Starbreeze. “**Confidential Information**” shall mean any information designated as confidential, any information relating to PLAION’s or Starbreeze’s products, plans, product designs, product costs, product prices, product names, personnel, research, development, know-how and/or source codes, including without limitation its underlying logic and concepts. You shall use Confidential Information solely to the limited extent necessary for the Beta Test. You shall prevent and not allow any Confidential Information to be disclosed, used, sold, assigned, leased, sub-licensed, commercially exploited or marketed in any way or manner. At the earlier of (a) the end of the Beta Test (b) the date that PLAION or Starbreeze requests you to return or destroy the Confidential Information you shall immediately discontinue the use of the Confidential Information and return the Confidential Information and all copies thereof in all material forms to PLAION and/or Starbreeze (as applicable). Notwithstanding the completion of the Beta Test, Confidential Information shall remain confidential in perpetuity. You agree as a condition of participating in a Beta Test to (i) not copy or reproduce the pre-release copy and confidential or proprietary information, (ii) safeguard the pre-release copy and confidential and proprietary information and prevent unauthorized access to, reproduction of, disclosure of and/or unauthorized use of, the pre-release copy and confidential and proprietary information, and (iii) fully comply with the terms and conditions of the Confidentiality EULA.

You must perform the Beta Test personally and must not provide access to pre-release materials to any other person. You will be asked to inform PLAION and/or Starbreeze of your reactions and suggestions following your experience of the games, game elements, content, features and/or services in the Beta Test – please review section 12 (Feedback) for more information on this.

You agree that breach of the above obligations will cause irreparable harm to PLAION and Starbreeze, and PLAION and/or Starbreeze is entitled to (in addition to any other remedies available to it) ex parte injunctive relief without bond to prevent the breach or threatened breach of your obligations. Your obligation to keep the Services and features provided or given access to for the Beta Test confidential

until PLAION and/or Starbreeze publicly distributes, or has otherwise disclosed to the public through no fault of yours, each of the Services and the features that you are testing.

Upon request, you agree to immediately return to PLAION and/or Starbreeze (as applicable) all copies of the pre-release copy and confidential or proprietary information PLAION and/or Starbreeze provided to you. You are invited to test pre-released Services for the sole purpose of evaluating the service and identifying errors. Nothing in these guidelines, or on this site, shall be construed as granting you any rights or privileges of any kind with respect to the beta service or content that you find here. Subject to section 19, the Beta Test is provided for testing on an “as is” and “as available” basis and we make no warranty to you of any kind, express or implied. When testing a Beta Test, you may accumulate treasure, experience points, equipment, or other value or status indicators. This data may be reset at any time during the testing process, and it may be reset when the particular Service completes a testing phase. In this case, all player history and data will be erased and each player will return to novice status. You explicitly agree that: (i) participating in a Beta Test is at your own risk and you know that the Game may include known or unknown bugs, (ii) any value or status indicators that you achieve may be erased at any time, (iii) PLAION and Starbreeze have no obligation to make these services available without charge for any period of time, nor to make them available at all, (iv) these services may be available only by subscription once the Beta Test process is complete or at any time in the future; (v) this EULA applies to your use of the Services during the Beta Test, and (vi) if it is a closed Beta Test, you will keep all information about the beta Services confidential as stated above and not disclose such information to any other person. Beta Test accounts are non-transferable under any circumstances.

12. FEEDBACK

All comments, feedback, suggestions, ideas, criticisms and other data passed on, disclosed or offered to PLAION and/or Starbreeze in the course of the Beta Tests, or more generally in the course of use of the Game or Services, will be exclusively licensed to PLAION and Starbreeze on a royalty-free, worldwide, perpetual, irrevocable, sublicensable and transferable basis. You therefore agree not to make your feedback accessible by any means or process to any outside party other than PLAION and Starbreeze. You acknowledge that, unless prohibited from doing so under the applicable legislation, PLAION and Starbreeze may use, perform, publicly display, reproduce, sell, promote or otherwise exploit the feedback in any way, without restriction and without compensation to you.

13. LINKS

You may be able to access other websites or resources through links in the games and/or on the websites. Because PLAION has no control over any third party sites and resources, you acknowledge and agree PLAION is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials available from such sites or resources nor does PLAION endorse any such sites or the products or services assessable on such sites. You further acknowledge and agree that PLAION shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, goods or services available on or through any such third party sites or resource(s).

14. HEALTH OF GAME USERS

PLAION advises you to take the following precautions in all cases when using a video game. Avoid playing if you are tired and/or short of sleep. Make sure that you play in a well lit room and moderate the brightness of your screen. When you play a video game requiring connection to a screen, play at a good distance from the screen and as far away as the connection lead allows. While using the game, take breaks of ten (10) to fifteen (15) minutes every hour.

15. EPILEPSY WARNING:

Some individuals are liable to have epileptic fits including, in certain cases, loss of consciousness, particularly when exposed to strong luminous stimulations (rapid succession of images or repetition of simple geometrical figures, flashes or exposures). Such individuals are exposed to risks of fits when they play certain video games containing such luminous stimulations; consult your doctor before any use. Parents must also pay particularly close attention to their children when they play video games. If you or your child present one of the following symptoms: dizziness, vision problems, contraction of the eyes or muscles, disorientation, involuntary movement or convulsions or momentary loss of consciousness, you must immediately stop playing and consult a doctor.

16. WARRANTY

Subject to section 19 below, because of its complex nature, software can never be expected to be completely error-free. Therefore, PLAION cannot guarantee that the contents of the Game will meet your expectations, and that the Game will run glitch-free under any possible conditions. Moreover, PLAION assumes no warranty for specific functions and results of this Game in excess of the current minimum standard of software technology at the time the Game was created. The same applies to the accuracy and/or completeness of the accompanying documentation.

Any form of strict liability is excluded in respect of malfunctions in the Game existing at the start of the service provision; i.e. PLAION is only liable insofar as PLAION or its vicarious agents is responsible for this. If the Game should be defective upon delivery so that, despite appropriate handling, it cannot be used for the intended purpose, PLAION will either amend the Game, deliver a new copy, or refund the purchase price within two years of the date of purchase. This applies exclusively to the Game if directly purchased from PLAION.

To claim this warranty, you must send the purchased product, along with your proof of purchase and a description of the error to the following address: Technischer Dienst, c/o PLAION GmbH, Lochhamer Str. 9, D-82152 Planegg, Germany. PLAION assumes no further warranties for any direct or indirect damages resulting from the use of the product, unless these damages were caused through malicious intent or gross negligence, or such a warranty is compulsory by law.

In any case, the amount of the warranty is restricted to the purchase price of the Game. Under no circumstances will PLAION assume warranty for any unforeseeable or non-typical damages. Any claims you may have against the distributor where you purchased the Game are not affected by this.

PLAION assumes no warranty for damages incurred through inappropriate handling, in particular failure to comply with the instruction manual, incorrect initial operation, inappropriate treatment or unsuitable accessories, unless PLAION is responsible for such damages.

17. DISCLAIMER FOR WARRANTIES (NOT APPLICABLE TO USERS BASED IN THE EUROPEAN UNION AND UNITED KINGDOM)

YOU UNDERSTAND THAT YOUR USE OF THE GAME OR SERVICES (INCLUDING, BUT NOT LIMITED TO, ANY DOWNLOADS OR ANY LOSS OF DATA OR OTHER DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE) IS AT YOUR SOLE RISK. YOU UNDERSTAND THAT ALL SERVICES ARE PROVIDED ON AN "AS IS" "WHEREIS" AND "WHERE AND WHEN AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT PLAION MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. YOU UNDERSTAND THAT PLAION DOES NOT WARRANT THAT THE RESULTS OBTAINED FROM YOUR USE OF ANY SERVICES WILL MEET YOUR EXPECTATIONS. NO WARRANTY OF ANY KIND, WHETHER ORAL OR WRITTEN, CAN MODIFY THE TERMS OF THE DISCLAIMER(S) SET FORTH IN THIS EULA. IF YOU ARE

DISSATISFIED WITH ANY OF THE CONTENT AND/OR MATERIALS CONTAINED IN THE SERVICES OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING THE SERVICES AND/OR DELETING YOUR ACCOUNT.

TO THE FULLEST EXTENT PERMITTED BY LAW, PLAION DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, CONTINUOUS AND/OR ERROR FREE OPERATION, AND NONINFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE SERVICES.

THE USER SHALL BEAR ALL COSTS OF ITS OWN INFRASTRUCTURE NECESSARY FOR THE USE OF THE SERVICES. THE USER SHALL BEAR ALL RISKS ASSOCIATED WITH THE EXPENDITURE OF TIME AND EFFORT OR THE LOSS OF DATA (IN PARTICULAR GAME DATA) OR WITH DISRUPTIONS OR LOSS OF COMMERCIAL OR OTHER INFORMATION THROUGH THE USE OF THE SERVICES. FURTHERMORE, PLAION WILL NOT BE LIABLE IN ANY MANNER FOR THE DESTRUCTION, DELETION, MODIFICATION, IMPAIRMENT, "HACKING," OR ANY OTHER DAMAGE OR LOSS OF ANY KIND CAUSED TO THE GAME OR INGAME ASSETS, INCLUDING, BUT NOT LIMITED TO, THE DELETION OF VIRTUAL CURRENCY AND/OR INVENTORY UPON THE TERMINATION OR EXPIRATION OF YOUR ACCOUNT, OR DISCONTINUATION OF THE GAME OR SERVICES.

18. LIABILITY LIMITATION (NOT APPLICABLE TO USERS BASED IN THE EUROPEAN UNION AND UNITED KINGDOM).

To the maximum extent permitted by applicable law, in no event will PLAION, Starbreeze or its affiliates and subsidiaries be liable to you (or any third party making claims through you) for any damages whatsoever, including but not limited to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data, or other intangibles, or the cost of procurement of substitute goods or services, unauthorized access to and/or tampering with your personal information or transmissions, arising out of or related to the use, inability to use, unauthorized use, performance, or nonperformance of the services, even if PLAION has been advised previously of the possibility of such damages and whether such claims of damages may have been sustained anywhere in the world in contract, negligence, tort, under statute, in equity, at law, or otherwise. Unless limited or modified by applicable law, the foregoing disclaimers, waivers and limitations shall apply to the maximum extent permitted, even if any remedy fails its essential purpose. Moreover, under no circumstances will PLAION, its licensors or licensees, be held liable for any delay or failure in performance resulting directly or indirectly from an act of force majeure or causes beyond its or their reasonable control. PLAION may change or delete content or features in the services in any way, at any time and for any reason or no reason. The limitations, exclusions and disclaimers in this section and elsewhere in these terms apply to the maximum extent permitted by applicable law.

19. LIABILITY LIMITATION (APPLICABLE TO USERS BASED IN THE EUROPEAN UNION AND UNITED KINGDOM).

(a) This section applies to you if you are resident in the United Kingdom or European Union. If you are resident in the United States of America or other non-UK/EU territory, please see section 18 above.

(b) PLAION does not exclude or limit (or seek to exclude or limit) our liability to you where it would be unlawful to do so. This includes our liability for:

- death or personal injury caused by our negligence (or the negligence of our employees, agents or subcontractors);
- fraud or fraudulent misrepresentation;
- breach of your statutory rights as a consumer; or

- other liability which may not be excluded by applicable law.

(c) We only supply the Game and Services for domestic and private use. If you use the Game or Services for any commercial, business or re-sale purposes we will have no liability to you for any loss of profits, loss of business, business interruption or loss of business opportunity.

(d) If we fail to comply with this EULA, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this EULA, or our failure to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the EULA was agreed to, both we and you knew it might happen. We are not responsible for any loss or damage that is not foreseeable.

(e) If the Game or Services damage a device or digital content belonging to you, and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or have in place the advised minimum technical requirements.

(f) Subject always to (a) – (e). above: (i) the total liability of PLAION, Starbreeze (and either party's group companies) arising out of or in connection with this EULA will not exceed the total amount you have paid to us under this EULA during the twelve (12) months immediately prior to the event which caused the liability; and (ii) the Game and Services are provided on an "as is" basis and we make no specific warranty or representation in relation to the quality, completeness or accuracy of the Game or Services.

20. INDEMNITY (NOT APPLICABLE TO USERS IN THE EUROPEAN UNION AND UNITED KINGDOM)

You understand that you are personally responsible for your behavior while using the Game and Services and agree to indemnify and hold PLAION, Starbreeze and its and their affiliates, business partners, distributors, agents, representatives and other authorized users, and their respective officers, directors, employees, and agents (collectively, the "**Indemnified Parties**"), harmless from and against any loss, damage, liability, cost, or expense of any kind (including attorneys' fees) that the Indemnified Parties may incur in connection with any claim(s) or threatened claim(s) arising out of or related to your use of the Game, Services or your violation of this EULA, applicable law, or the rights of any third party.

21. TERMINATION

This EULA is valid until it is terminated. Termination implies the destruction of the Game as well as all copies. PLAION or Starbreeze may terminate this EULA with immediate effect in the event that you commit a breach of the User Requirements (section 9), User Generated Content (section 8) or any other significant violation of this EULA. In such case you must promptly destroy the Game without substitution and remove the Game client from your hard drive. With termination of this EULA for whatever reason, all licenses granted herein are considered to be immediately terminated, without substitution.

22. RIGHT OF WITHDRAWAL

If you are a resident in the United Kingdom or European Union, by law you have the right to withdraw from a purchase of the Game and/or Ingame Assets within 14 days of your purchase, without giving a reason. HOWEVER, where you make a purchase of the Game and/or Ingame Assets, the relevant platform (e.g. Steam) may obtain your consent to the immediate supply of the Game and/or Ingame Assets and your acknowledgement that you will lose your withdrawal right as soon as that supply begins. This means that you lose your right of withdrawal as soon as your account is provided with access to the Game and/or Ingame Assets (which is typically straight away).

23. NO ASSIGNMENT

You may not assign or transfer all or some of your rights or obligations under this EULA without PLAION's prior written approval, and any attempt to do so without such consent shall be void. If the restrictions on the transfer of the Game in this EULA are unenforceable under the laws of your country, this EULA shall be binding on any transferee of the Game and to the extent permitted by the applicable law.

24. GOVERNING LAW

If you live in the European Union, United Kingdom, Norway, Switzerland, or Russia these EULA and your use of the game shall be governed by the laws of your country of residence; and any claim or legal proceeding arising out of or relating to this EULA or the use of the Game or Services shall be subject to the jurisdiction of the courts having jurisdiction under the laws of your country of residence.

For users based in the European Union: In the event that disputes or claims arise in connection with these provisions, the European Commission provides a platform to facilitate the independent and out-of-court resolution of online disputes between consumers and professional suppliers, accessible at the following address: <https://ec.europa.eu/consumers/odr/>

PLAION is not obligated to and nor does it intend to participate in this or any other process for Online Dispute Resolution.

If you reside in another country this EULA and your use of the Game and Services shall be governed by the laws of Austria, without regard to Austrian conflict of laws principles; and you irrevocably consent to the exclusive jurisdiction of the courts of Austria for the resolution of any such dispute or claim.

25. UPDATES TO EULA

PLAION reserves the right to modify and update this EULA at any time, for example for safety, security, legal, best practice and/or regulatory reasons and in accordance with applicable laws. If we change our EULA, we will post those changes to this EULA on the PAYDAY 3 website (<https://www.paydaythegame.com/payday3/>) and in some cases it will be embedded on the relevant Game platform. If we make material or significant changes to this EULA, we will notify you by email or by a notice on the applicable websites or during log in. You should check the website periodically for changes, as they are binding on you. Updates to this EULA affecting the Game shall be effective thirty (30) days after publication or notice. Your continued use of the Game will signify your acceptance of the changes to the amended terms. If you do not agree with the changes to this EULA, you may terminate the license and stop using the Game and Services. Any use of the Game and/or Services after the effective date of the amended terms will constitute your consent to the amended terms.

26. EXPORT CONTROL

You may not use, access or otherwise export or re-export the products except as authorized by United States law and the laws of the jurisdiction in which the Services were obtained. In particular, but without limitation, the Game may not be exported, re-exported or otherwise made available (a) into any country or region embargoed by the U.S. Government, or (b) to anyone on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Department of Commerce Denied person List or Entity List, EU consolidated sanctions list with designated persons. By using the Game, you represent and warrant that you are not located in any such country or on any such list.

27. FINAL PROVISIONS

Subject to section 19, this EULA and the policies incorporated herein together with any Game-specific terms or other additional terms you may have agreed upon with PLAION, are the entire agreement

between you and PLAION. They supersede any and all prior or contemporaneous agreements between you and PLAION relating to your use of the Services. Your own terms and conditions expressly do not form a part of this EULA. PLAION may assign, subcontract or transfer this EULA, in whole or in part, to a third party or another member of our group if necessary for the support of the Game and/or Services, as part of any reorganization or merger, or for other business reasons provided that this does not negatively affect your rights under this EULA (or alternatively with your consent). Headings are for convenience of reference only and shall not affect the interpretation or construction of this EULA. Failure of PLAION to partially or fully exercise any rights or the waiver of PLAION of any breach of this EULA by you, shall not prevent a subsequent exercise of such right by PLAION or be deemed a waiver by PLAION of any subsequent breach by you of the same or any other term of this EULA. The rights and remedies of PLAION under this EULA and any other applicable agreement between you and PLAION shall be cumulative, and the exercise of any such right or remedy shall not limit PLAION's right to exercise any other right or remedy.

This EULA does not change your rights under the laws of your jurisdiction if the laws of your jurisdiction do not allow it. In the event that certain provisions of this EULA are held unenforceable by a court, those provisions shall be enforced only to the extent permitted by applicable law, and the remaining provisions of this Agreement shall remain in full force and effect.

If a provision of this EULA is or becomes wholly or partially invalid, the validity of the remaining provisions will remain unaffected. This EULA establish and encompass all legal agreements between the parties in relation to the subject matter of their agreement and replaces all former verbal or written agreements, whereby it is assumed that this EULA exists parallel to any applicable terms of use and does not replace them.