Conan Exiles EULA
Revised: Jan 2019

This End User License Agreement ("EULA") is a contract between you, the user of the computer on which the Game will be or has been installed and who therefore agrees to this License Agreement ("you") and Funcom Oslo AS ("Funcom," “we” or “us”) for your participation in a Funcom game titled “Conan Exiles” ("Game"). The Game includes client software that is installed on a computer ("Software") and may access a service operated for the Game ("Service").

BY INSTALLING OR USING THE SOFTWARE OR SERVICE, YOU AGREE THAT YOU ARE OF LEGAL AGE (18 OR OVER) AND HAVE THE LEGAL CAPACITY TO ENTER INTO THIS AGREEMENT. YOU AGREE THAT THIS LICENSE AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN CONTRACT SIGNED BY YOU AND THAT YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE, DO NOT DOWNLOAD, ACCESS OR INSTALL THIS GAME.

ACCOUNT ACCESS
Summary: You are responsible for the security of your accounts and any activities performed under your accounts, whether or not such actions were authorized by you.

YOU AGREE THAT YOU WILL NOT: (I) SHARE YOUR ACCOUNT PASSWORDS WITH ANY OTHER PERSON; OR (II) PROVIDE ACCESS TO YOUR ACCOUNTS OR THE SERVICE TO ANY OTHER PERSON.
ANY APPLICABLE FEES AND OTHER CHARGES FOR FEE-BASED SERVICES ARE PAYABLE IN ADVANCE AND AREN'T REFUNDABLE IN WHOLE OR IN PART. YOU'RE FULLY LIABLE FOR ALL CHARGES TO YOUR ACCOUNT.

LICENSE GRANT TO YOU
THE SOFTWARE AND SERVICE (INCLUDING IN-GAME FEATURES) ARE LICENSED, NOT SOLD, TO YOU UNDER THE TERMS OF THIS AGREEMENT. Subject to the terms of this Agreement and your compliance with other agreements you may have with us, including acceptance of our Privacy Policy, we grant to you a non-exclusive, non-transferable, non-sub licensable license to do the following:

(i) Use of one Steam key to install and use one copy of the Software on a single personal computing device for non-commercial entertainment purposes, and
(ii) access and use the Game through such copy of the Software for non-commercial purposes.
(iii) Mods. Create and distribute Mods in accordance with provisions below and the separate EULA for the Conan Exiles version of the Unreal Editor that is available with the editor software.

a) Your Mod must not contain a substantial part of the Game’s copyrightable content or code
b) You may distribute your Mod as long as you do so without fees. This means the Mod may not be sold, rented, or leased and may not support any purchase of content whether tangible or intangible.
c) By distributing your Mod, you agree that you grant Funcom and its affiliates, a perpetual, non-revocable, license to use, display and create adaptations of your Mod for promotional and marketing purposes.
d) Your Mod may not infringe on Trademarks, copyrights or any other intellectual property rights owned by others.
e) Your mod must require the Game in order to operate. For clarification, the mod may not be playable as a standalone game).
f) All mods that utilize any assets owned or licensed to Funcom (including unreleased assets available only in the Developer kit), must include the following line in the mod description:

“This mod contains assets (art, music, code, items, systems and/or designs that are the intellectual property of Funcom Oslo AS or their licensors”.

You understand and agree that you will not use, or authorize any third party to use, the Software in any manner except as permitted in this Section. You will not:

(a) distribute or sell the Software or access to the Software;
(b) use the Software to develop another product (other than a free mod) or service (see clause “iii” above)
(c) reverse engineer, decompile, disassemble or attempt to discover the source code for the Software unless it is to find bugs and the results are shared only with Funcom in a private exchange (except as otherwise expressly permitted by law, including for interoperability reasons);
(d) modify, alter or create any derivative works of the Software (mods as addressed in section iii above are excepted) or Service; or
(e) Use any unauthorized third-party “hacks,” “cheats,” “scripts,” “bots,” “trainers,” or automation programs, or any third-party programs that intercept, emulate or redirect any communication between the Software and Funcom, or that collect information about the Game by reading areas of memory used by the Software to store information about the Game, or
(f) remove, alter or obscure any copyright, trademark or other proprietary rights notice on or in the Software.

OWNERSHIP
The Game (including all user accounts and all Game characters, objects, settings, themes, storylines, concepts, music, sounds, artwork, animations, dialog, code and other In-Game Features) are the property of Funcom or its licensors and are protected by copyright and other intellectual property laws and treaties around the world. We and our licensors own and reserve all right, title and interest in and to the Game. You acknowledge and agree that you shall have no ownership or other property interest in your Account, and you acknowledge and agree that all rights in and to the Account are and shall forever be owned by and inure to the benefit of Funcom Oslo AS or its Licensor.

© 2017-2021 Funcom Oslo A/S (“Funcom”). All rights reserved. © 2021 Conan Properties International LLC (“CPI”). CONAN, CONAN THE BARBARIAN, HYBORIA, and/or ROBERT E. HOWARD and related logos, characters, names, and distinctive likenesses thereof are trademarks or registered trademarks of CPI and/or Robert E. Howard LLC. All Rights Reserved. Funcom and Funcom Logo ™ & © Funcom Oslo A/S.

Conan® Exiles uses the Unreal® Engine. Unreal® is a trademark or registered trademark of Epic Games, Inc. in the United States of America and elsewhere.” and “Unreal® Engine, Copyright 1998 – 2016, Epic Games, Inc. All rights reserved.”
YOU MAY NEVER USE ANY OF FUNCOMS’ OR FUNCOM LICENSORS TRADEMARKS, SERVICE MARKS, TRADE NAMES, LOGOS, DOMAIN NAMES, TAGLINES, OR TRADE DRESS WITHOUT A LICENSE. ANY UNAUTHORIZED USES ARE EXPRESSLY PROHIBITED AND MAY RESULTS IN SEVERE CIVIL AND/OR CRIMINAL PENALTIES.

GRANT OF RIGHTS TO FUNCOM

You hereby assign to Funcom and its successors or assigns all of your right, title and interest in or to all Feedback you submit or make available to Funcom, and all intellectual property rights therein or thereto. Without limiting the foregoing, we will be free to use any ideas, inventions, concepts, know-how or techniques in Feedback for any purpose whatsoever, including to develop, manufacture, market, sell, import and otherwise exploit products and services incorporating Feedback. You hereby waive and agree not to assert any moral rights or any equivalent or similar rights anywhere in the world which you may have in the Feedback.

While participating in the game, information and activities that you engage in with Funcom or other players may be monitored, recorded or stored by Funcom. This information may be used by Funcom and you grant to Funcom a royalty-free, irrevocable, perpetual, worldwide, transferable, fully sub-licensable license to reproduce, distribute, create derivative works of, publicly perform, publicly display, use and otherwise exploit all such information and activities in any manner. You understand and agree that Funcom will be free to use any ideas, inventions, concepts, know-how or techniques communicated or transmitted in the Game for any purpose whatsoever, including to develop, manufacture, market, sell, import and otherwise exploit products. You hereby waive and agree not to assert any moral rights or any equivalent or similar rights anywhere in the world which you may have in any communications within the Game.

VIRTUAL ITEMS

If Funcom offers the ability to purchase virtual items or currency, Funcom, hereby grants you a non-exclusive, non-transferable, revocable, limited right and license to use such game currency and/or virtual items as applicable, for your personal, non-commercial use exclusively in the Game, subject to the terms of this Agreement.

Neither virtual items or virtual currency have any value outside of the game and neither are redeemable outside of the game.

All purchases of virtual currency or items are final and are not refundable, transferable, or exchangeable under any circumstances, except as otherwise required by applicable law.

Funcom has the absolute right to manage, modify, suspend, and/or eliminate virtual items or currency without notice or liability to you. Except as otherwise prohibited by applicable law, Funcom reserves and retains all rights, title, and interest in and to the virtual items and virtual currency.

You may not transfer, sell, gift, exchange, trade, lease, sublicense, or rent virtual items or virtual
currency outside of the game.

PRIVACY; CONSENT TO ACCESS YOUR COMPUTER

Full information regarding how we collect, use and share information about you or your computer is at: http://www.funcom.com/corporate/privacy_policy. Acceptance of privacy policy is incorporated into this agreement.

While the Software is installed on your computer, you authorize us to access, modify or delete Game-related data on your computer via the Software and Service. Also, you authorize us to check your version of the Software and automatically download and install Software upgrades to update, patch, fix, enhance and further develop the Software and Service. Some upgrades may be designed to disable unauthorized access to the Software or delete unauthorized copies of the Software. You will not bypass any automatic update downloads or installations. In addition, you authorize us to monitor or collect certain information from your computer or our servers related to the use or performance of the Game, including to record your gameplay and interactions with other players in the Game. Access to some servers may require the acceptance and use of anti cheat software.

Data used in the game to create accounts, make use of purchased items, utilize the game, or communicate with other users may be stored on servers located in the U.S, U.K and Europe. Each data hosting provider’s role is limited to providing a hosting and storage service to Funcom Oslo AS and the providers are not permitted to access or use your information, except for the limited purpose of storing the information.

INDEMNIFICATION

IF YOU ARE A CONSUMER RESIDENT IN THE EUROPEAN UNION CERTAIN OTHER JURISDICTIONS (DEPENDING ON APPLICABLE LAW), THIS SECTION DOES NOT APPLY TO YOU.

You will indemnify and hold harmless Funcom, its affiliates, investors, independent contractors and service providers and their respective directors, officers, employees and agents from and against all claims, damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or related to your use of or inability to use the Game, except to the extent they arise out of (i) negligence or wrongdoing or (ii) the Game’s infringement of the intellectual property rights of a third party.

DISPUTE RESOLUTION AND ARBITRATION

In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration.
This means that you and Funcom are waiving rights to bring such claims to court, including the right to a jury trial.

Any dispute, controversy or claim arising out of or relating to this agreement that is not able to be resolved in accordance with the above paragraph including the formation, interpretation, breach or termination thereof, including whether the claims asserted are arbitrable, will be referred to and finally determined by arbitration in accordance with the JAMS International Arbitration Rules. The Tribunal will consist of one arbitrator. The place of arbitration will be New York. The language to be used in the arbitral proceedings will be English. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

In any arbitration arising out of or related to this Agreement, the arbitrator shall award to the prevailing party, if any, the costs and attorneys’ fees reasonably incurred by the prevailing party in connection with the arbitration.

If the arbitrator(s) determine a party to be the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the arbitrator may award the prevailing party an appropriate percentage of the costs and attorneys’ fees reasonably incurred by the prevailing party in connection with the arbitration.

YOU AND FUNCOM AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. 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 A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING.

DISCLAIMERS AND LIMITATION OF LIABILITY

EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT WILL FUNCOM, ITS AFFILIATES AND/OR LICENSORS BE LIABLE FOR PERSONAL INJURY OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING FOR LOSS OF DATA, LOSS OF CONTENT OR INABILITY TO ACCESS THE GAME). In any arbitration arising out of or related to this Agreement, the arbitrator(s) may not award any incidental, indirect or consequential damages, including damages for lost profits.

IN NO EVENT SHALL FUNCOM’S AGGREGATE LIABILITY ARISING FROM YOUR USE OR INABILITY TO USE THE GAME EXCEED MONIES ACTUALLY PAID BY YOU TO ACCESS THE SOFTWARE IN THE PRECEEDING 12 MONTHS UNLESS YOUR JURISDICTION DOES NOT ALLOW SUCH EXCLUSIONS OR LIMITATIONS.

Conan® Exiles includes the Unreal® Engine code and other code, materials, and information (the “Epic Materials”) from Epic Games, Inc. (“Epic”). All Epic Materials are provided on an “as is” and “as available” basis, “with all faults” and without warranty of any kind. Funcom, Epic, and Epic’s affiliates disclaim all warranties, conditions, common law duties, and representations (express, implied, oral, and written) with respect to the Epic Materials, including without limitation all express, implied, and statutory warranties and conditions of any kind, such as title, non-interference with your enjoyment, authority, non-infringement, merchantability, fitness or suitability for any purpose (whether or not Epic knows or has reason to know of any such purpose), system integration, accuracy or completeness, results, reasonable care, workmanlike effort, lack of negligence, and lack of viruses, whether alleged to arise under law, by reason of custom or usage in the trade, or by course of dealing. Without limiting the
generality of the foregoing, Funcom, Epic, and Epic’s affiliates make no warranty that (1) any of the Epic Materials will operate properly, including as integrated in the Game (2) that the Epic Materials will meet your requirements, (3) that the operation of the Epic Materials will be uninterrupted, bug free, or error free in any or all circumstances, (4) that any defects in the Epic Materials can or will be corrected, (5) that the Epic Materials are or will be in compliance with a platform manufacturer’s rules or requirements, or (6) that a platform manufacturer has approved or will approve this Game, or will not revoke approval of this Game for any or no reason. Any warranty against infringement that may be provided in Section 2-312 of the Uniform Commercial Code or in any other comparable statute is expressly disclaimed by Funcom and Epic. Funcom, Epic, and Epic’s affiliates do not guarantee continuous, error-free, virus-free, or secure operation of or access to the Epic Materials. This paragraph will apply to the maximum extent permitted by applicable law.

To the maximum extent permitted by applicable law, neither Funcom or its affiliates, Epic, Epic’s licensors, nor its or their affiliates, nor any of Funcom’s or Epic’s service providers, shall be liable in any way for loss or damage of any kind resulting from the use or inability to use the Epic Materials or otherwise in connection with this Agreement, including but not limited to loss of goodwill, work stoppage, computer failure, or malfunction, or any and all other commercial damages or losses. In no event will Funcom, Funcom’s affiliates, Epic, Epic’s licensors, nor its or their affiliates, nor any of Funcom’s or Epic’s service providers be liable for any loss of profits or any indirect, incidental, consequential, special, punitive, or exemplary damages, or any other damages arising out of or in connection with this Agreement or the Epic Materials, or the delay or inability to use or lack of functionality of the Epic Materials, even in the event of Funcom’s, Funcom’s affiliates, Epic’s, or Epic’s affiliates’ fault, tort (including negligence), strict liability, indemnity, product liability, breach of contract, breach of warranty, or otherwise and even if Funcom, Funcom’s affiliates, Epic or Epic’s affiliates have been advised of the possibility of such damages. These limitations and exclusions regarding damages apply even if any remedy fails to provide adequate compensation.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, the liability of Funcom, Funcom’s affiliates, Epic, Epic’s licensors, its and their affiliates, and any of Funcom’s or Epic’s service providers shall be limited to the full extent permitted by law.

THE GAME MAY CONTAIN BUGS, ERRORS AND DEFECTS. ACCORDINGLY, THE GAME IS PROVIDED “AS IS,” WITH ALL FAULTS, DEFECTS AND ERRORS, AND WITHOUT WARRANTY OF ANY KIND. FUNCOM DISCLAIMS ALL WARRANTIES (EXPRESS, IMPLIED, ARISING BY LAW OR OTHERWISE) REGARDING THE GAME AND ITS PERFORMANCE OR SUITABILITY FOR YOUR INTENDED USE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

SUSPENSION AND TERMINATION

FUNCOM RESERVES THE RIGHTS TO SUSPEND, TERMINATE, MODIFY, OR DELETE ANY ACCOUNT, SERVICE OR YOUR ACCESS TO THE GAME AT ANY TIME FOR ANY OR NO REASON, WITH OR WITHOUT NOTICE AND FUNCOM WILL NOT PROVIDE REFUNDS OF VIRTUAL ITEMS OR VIRTUAL CURRENCY. IN THIS
EVENT, THIS AGREEMENT WILL TERMINATE IMMEDIATELY.
You may terminate this Agreement by ceasing use of the Software and Service, cancelling any account you may have with us to use the Service (if any), and permanently deleting all copies of the Software in your possession or control.
All other Sections of this Agreement will survive such termination.

GOVERNING LAW AND JURISDICTION

This Agreement is governed by the laws of New York (United States), exclusive of conflict of choice of law rules. You irrevocably consent to jurisdiction of the courts located in New York with respect to any proceeding regarding this Agreement or the Game.
Any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

GENERAL

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement will remain in full force and effect. This Agreement shall be written and executed in, and all other communications under or in connection with this Agreement shall be in, the English language. Any translation into any other language will not be an official version of this Agreement or any other communication, and in the event of any conflict in interpretation between the English version and any translation, the English version will control.

Funcom may assign this Agreement, in whole or in part, to any person or entity at any time with or without your consent. You may not assign this Agreement without Funcom’s prior written consent.

Notices: To send notices to Funcom, you may deliver written mail to:

Funcom Oslo AS
Attn: Legal
Kirkegata 15
N-0153 Oslo
Norway