

**Hide and Shriek™**  
**END USER LICENSE AGREEMENT**  
**Updated 10 March, 2021**

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ii. exploit the Game or any element thereof, including without limitation the Software, for any commercial purpose, including without limitation use at a cyber cafe, computer gaming center, restaurant, bar, any other location-based site or other public performance without the express written consent of Funcom, such consent to be given at its sole discretion;

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iv. Under no circumstances may You connect or create tools that allow You or others to connect to the Game's proprietary interface other than those expressly provided by Steam for public use;

v. use or otherwise access the Game in violation of the Terms of this Agreement, including,

without limitation, Section 4(c) below; and

vi. enable any third party, including any person who is not at least 18 years of age and of the age of majority in such person's place of residence, to use or otherwise have access to the Game.

c. Age. As a condition precedent to any licenses being granted to You under this Agreement, (i) You must be 18 years of age or older; and (ii) You must be at least of the age of majority in your place of residence. If You are 18 years of age or older but not of the age of majority in your place of residence, you must first obtain all necessary parental consent to enter into and be bound by this agreement.

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6. Patches and Updates. Funcom (or a third party on Funcom's behalf) may deploy or provide enhancement, fixes, patches, updates and other modifications to the Game that must be installed for You to continue to play the Game.

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10. Equitable Relief; You hereby acknowledge and agree that (i) Funcom would be irreparably damaged if the terms of this Agreement were breached, threatened to be breached or not specifically enforced; and (ii) in addition to such other remedies available to it at law, in equity or otherwise, Funcom is hereby entitled, without providing bond, other security, or proof of damages, to seek temporary restraining orders and permanent injunctive relieve against Your anticipated, actual or continued breach of Your duties and obligations as contemplated under this Agreement

11. Amendment. Funcom, at its sole and absolute discretion, from time to time and at any time, may modify, add to, supplement, delete or otherwise change any of the terms and conditions of this Agreement, including, without limitation at such time(s) as Funcom upgrades the Software or as may otherwise be contemplated herein or therein. You may terminate this Agreement in accordance with Section 2. Your installation and use of any enhancements, fixes, patches, updates or other modifications to the Software or Your continued use of the Game following notice of changes to this Agreement will demonstrate Your acceptance of any and all such changes. Funcom may modify, suspend, discontinue or otherwise change any aspect of the Game at any time. Funcom may also impose limits on certain features or restrict Your access to parts or all of the Game without notice or liability. You hereby acknowledge and agree that You have no interest, monetary or otherwise, in any feature or content contained in the Game.

12. Severability. You and Funcom agree that if any part of this Agreement is found to be illegal or unenforceable that part shall be severed, and the remainder of the Agreement shall be given

full force and effect.

13. **Governing Law; Jurisdiction.** Except as expressly provided otherwise, this Agreement shall be governed by, and construed under, the laws of Norway, without regard to choice of law principles. Any arbitration proceeding under this Agreement shall be conducted in Oslo, Norway. Any Dispute not subject to arbitration shall be decided by a court of competent jurisdiction within Oslo, Norway, and You and Funcom hereby irrevocably consent to the exclusive personal jurisdiction of that court. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. For our customers who purchased a license to the Game in, and are a resident of, Canada, Australia, Singapore, New Zealand or outside the United States, other laws may apply with respect to the mandatory arbitration provisions set forth above, and in such an event, shall only affect this Agreement only to the extent required by such jurisdiction.

14. **Dispute Resolution.**

a. **Informal Negotiations.** To expedite resolution and control the cost of any dispute, controversy or claim related to this Agreement (“Dispute”), You and Funcom agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least 30 days before initiating any arbitration or court proceeding. Such informal negotiations shall commence upon written notice from one party to the other. Funcom will send its notice to Your billing address and email You a copy to the email address You have provided to us. You will send Your notice to Funcom, c/o Funcom Legal - BESTUMSTUBBEN 11 N-0281 OSLO, NORWAY.

b. **Binding Arbitration and Exceptions.** If You and Funcom are unable to resolve a Dispute through informal negotiations, the Dispute finally and exclusively resolved by binding arbitration as contemplated herein and shall be binding upon You and Funcom. **YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.** The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided in this Agreement, You and Funcom may litigate in court to compel arbitration, stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. Notwithstanding the preceding, You and Funcom agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (1) any Dispute seeking to enforce or protect, or concerning the validity of, any of Your or Funcom's (or its affiliates or licensee's) intellectual property rights; (2) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (3) any claim for injunctive relief. For such Disputes as listed in 15(b)(1), (2) and (3), Funcom may at its sole discretion have the Dispute tried by a court in Your jurisdiction to obtain a judgment enforceable in your jurisdiction.

c. **Restrictions.** You and Funcom agree that any arbitration under this Agreement shall be limited to the Dispute between Funcom and You individually. **TO THE FULL EXTENT PERMITTED BY LAW, (I) NO ARBITRATION SHALL BE JOINED WITH ANY OTHER; (II) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; AND (III) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR ANY**

## OTHER PERSONS.

d. Process. Process may be served on either party in the manner authorized by applicable law or court rule. In any action to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and other expenses

15. Assignment and Beneficiaries. Funcom may assign all or any portion of this Agreement and its rights and obligations hereunder, in whole or in part, to any person or entity at any time, with or without your consent and without notice to you. You may not assign all or any portion of this Agreement. Any unauthorized assignment by you shall be null and void. This Agreement will inure to the benefit of Funcom and its successors and assigns. Funcom's subsidiaries and other affiliates are intended to be a third party beneficiaries of the provisions of this Agreement.

16. Survival. Sections 3-6 and 8-19 of this Agreement shall survive termination hereof without limit of time to the extent admissible under applicable law.

17. Execution. In order to execute this Agreement, you must click "Accept" or wording indicating your acceptance for this Agreement. The Agreement with you will not be kept on file by Funcom, and will therefore not be accessible for You. The Agreement will be executed in the English language.

18. Entire Agreement. This Agreement (together with the agreements referenced herein) constitute the complete and exclusive agreement between Funcom and You with respect to the subject matter thereof, and supersedes all prior or contemporaneous oral or written communications, proposals, representations, understandings, or agreements not specifically incorporated herein.

I hereby acknowledge, confirm and agree where relevant that (i) that I have read and understand the foregoing Agreement, (ii) I am at least 18 years of age, AND if I am not at least of the age of majority in my place of residence, I have obtained all necessary parental consent to enter into and be bound by this Agreement, and (iii) I agree that by clicking "Accept" (or other wording indicating my acceptance) or installing the Software, I am acknowledging my agreement to be bound by the terms and conditions of this Agreement.

**If You do NOT qualify or do NOT agree to be bound by this Agreement, click "DECLINE" or refrain from clicking similar terms indicative of acceptance.**

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