



2K25



2K



WARNING Some people may experience a seizure when exposed to flashing lights or patterns in video games (xbox.com/healthandsafety).



Product Support:
<http://support.2k.com>

Please note that NBA 2K25 online features are scheduled to be available until **December 31, 2026** though we reserve the right to modify or discontinue online features without notice. Visit www.nba2k.com/status for more information.



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GAME CONTROLS

XBOX WIRELESS CONTROLLER



XBOX WIRELESS CONTROLLER

Basic Offense	Control	Basic Defense
Move Player		Move Player
PRO STICK™: Dribble Moves / Shooting / Passing		Hands Up
Post-Up / Protect / Hard Stop		Intense-D
Sprint		Sprint
Call Play / Pick Controls		Double Team
Icon Pass		Icon Swap
Pass (tap) / Skip Pass (press and hold)		Player Swap (closest to ball)
Bounce Pass (tap), Flashy Pass (double tap), Get Open Pass (press and hold)		Take Charge (hold) Flopp (double tap)
Shoot (press) Pump Fake / Hop (tap) Spin Gather (double tap)		Steal (press) Intentional Foul (hold)
Lob Pass (tap), Alley-Oop (double tap), Lead to Basket (press and hold)		Block / Rebound
Gameplay HUD		Gameplay HUD
Offensive Game Plan		Defensive Game Plan
OTFC Offense Strategy		OTFC Defensive Sets
OTFC Substitutions		OTFC Substitutions

ADVANCED OFFENSE

Action	Input
Pick Control	Press and hold LB . Use RB to choose Roll vs. Fade and press L to choose pick side
Normal Pass	Tap A
Bounce Pass	Tap B
Lob Pass	Tap Y
Flashy Pass	Double-tap B
Alley-Oop	Double-tap Y
Alley-Oop To Self	Tap A + B and move L towards the hoop
Get Open Pass	Press and Hold B , to make the selected receiver cut and attempt to get open, release B to pass the ball
Fake Pass	Y + B (while standing or driving)
Jump Pass	X + A
Give & Go	Press and hold A to retain control of passer, release A to pass the ball back to him
Putback Dunk/Layup Finish Alley-Oop (when controlling receiver)	Hold X
PRO STICK™ Pass	RB + R
Call Timeout	View button

ADVANCED DEFENSE

Action	Input
Move	L
Fast Shuffle	LT + RT + L

Steal	Tap X
Block	Y
Rebound	Y (ball in air)
Take Charge	Hold B
Flop	Double-tap B
Ball Denial	Hold LT when near opponent
Intense Defense	Hold LT
Crowd Dribbler	Hold LT and move L towards the dribbler
Contest	Quickly move and release R
Hands Up	Hold R
Deny Hands Out	Hold R (while playing offball defense)
Double Team	Hold LB
Icon Double Team	Tap LB , then press and hold desired double teamer's action button

PRO STICK™

The PRO STICK™ gives you more control over your offensive arsenal than ever before.

PRO STICK™: SHOOTING

Action	Input
Jump Shot	Move + Hold R straight down, then release
Go-To Shot	Hold R up, then release R once the player shoots
Pump Fake	Start a jump shot, then quickly release R
Runner / Floater (driving range)	Hold R down

Action	Input
Hop Gather (driving to hoop)	Hold RT + R down left or down right
Spin Gather (driving to hoop)	Rotate R , then hold
Normal Layup (driving to hoop)	Hold R up while driving
Euro Step Layup (driving to hoop)	Move R right, then quickly move R left (with ball in right hand)
Reverse Layup (driving along baseline)	Hold R in the direction of the hand closest to the baseline
Quick Scoop Layup	Hold R left or right while driving to the hoop
2-Hand Dunks (driving to hoop)	RT + Hold R up
Dominant/Off-Hand Dunk (driving to hoop)	RT + Hold R left or right to dunk with that hand
Flashy Dunk	RT + R down
Rim Hang Dunk	Keep RT held to hang onto the rim
Skill Dunk	RT + move R up then quickly move R down Release R to time the dunk
Step Through	Pump fake, then hold R again before pump fake ends

PRO STICK™: DRIBBLING

Action	Input	Context
Triple Threat Jab/Stepover	Tap Ⓢ left/right/up	Triple Threat
Triple Threat Pump Fake	Tap Ⓢ down	Triple Threat
Triple Threat Attack Hesitation	Ⓜ + Tap Ⓢ left or right	Triple Threat
Triple Threat Spinout	Rotate Ⓢ then quickly return to neutral	Triple Threat
Triple Threat Stepback	Ⓜ + Tap Ⓢ down	Triple Threat
Signature/Size-up	Quickly Move and Release the Ⓢ in various directions	Dribbling
Breakdown Dribble	Tap Ⓢ up	Dribbling
Hesitation	Tap Ⓢ right (when dribbling with right hand)	Dribbling
In and Out	Move Ⓢ up right or up left toward the ball hand, then quickly release	Dribbling
Crossover (front)	Tap Ⓢ up left (when dribbling with right hand)	Dribbling
Crossover (between legs)	Tap Ⓢ left (when dribbling with right hand)	Dribbling
Behind Back	Tap Ⓢ down left (when dribbling with right hand)	Dribbling
Escape Size-Ups	Hold Ⓜ before performing a hesitation, crossover, or Behind Back, then quickly release	Dribbling
Spin	Rotate Ⓢ from ball hand around player's back, then quickly return to neutral	Dribbling

Half-Spin	Rotate Ⓜ in a quarter-circle from ball hand to hoop, then quickly return to neutral	Dribbling
Stepback	Tap Ⓜ down while driving	Dribbling

POST MOVES (HOLD **Ⓜ** TO POST UP)

Action	Input
Quick Spin/Hook Drive	Rotate Ⓜ
Fakes	Tap Ⓜ left/right/down
Change Facing	Tap Ⓜ up
Post Hop	Hold Ⓜ to the left or right away from hoop, then tap ⓧ
Post Stepback	Hold Ⓜ away from hoop, then tap ⓧ
Dropstep	Hold Ⓜ to the left or right toward hoop, then tap ⓧ

POST SHOTS (HOLD **Ⓜ** TO POST UP)

Action	Input
Post Hook (close range)	Ⓜ up (with Ⓜ neutral)
Shimmy Hook (close range)	Move Ⓜ down then quickly release and move and hold Ⓜ up left or right
Post Fade (beyond close range)	Ⓜ down left or right
Post Layup	Ⓜ up (while Ⓜ is toward the hoop)
Shimmy Fade (beyond close range)	Move Ⓜ up then quickly release and move and hold Ⓜ down left or right
Pump Fake	Start a shot listed above then move Ⓜ to neutral
Up & Under / Step Through	Pump fake, then move and hold Ⓜ again before pump fake ends

TAKE-TWO TERMS OF SERVICE

Last Updated: January 29, 2024

Take-Two Interactive Software, Inc. is a global company headquartered at 110 W. 44th Street, New York, NY 10036, United States of America whose group includes all Take-Two entities and labels (<https://www.take2games.com/labels/>) (collectively "Take-Two," "we," "us," and "our"). These Terms of Service ("Agreement") cover the terms and conditions by which we offer you access to use our games, apps, products, websites, and other services (the "Services") as well as Virtual Items (as defined in Section 3 below) and your Account (as explained in Section 1.3 below). This Agreement is a legal contract between you and Take-Two. By accessing our Services, you are agreeing to be bound by the terms of this Agreement.

Nothing in this Agreement is intended to limit or exclude the application of any mandatory consumer laws in your jurisdiction of residence. If you do not agree to all of the terms in this Agreement, you are not permitted to use the Services or any Virtual Items, or to create an Account.

Please read this Agreement carefully, and take particular care when reviewing these sections:

Section 6 — User Rules****

Your use of our Services includes the obligation and responsibility to help us ensure that our social and online gaming experiences are inclusive and respectful for all users and our employees and contractors. You must follow the rules in Section 6, including the Code of Conduct, while using the Services, Virtual Items, or your Account.

Section 15 — Mandatory Arbitration****

THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION CLAUSE AND A WAIVER OF CLASS ACTION AND JURY TRIAL RIGHTS FOR ALL USERS RESIDING IN THE UNITED STATES AND ANY OTHER TERRITORY OTHER THAN AUSTRALIA, SWITZERLAND, THE UNITED KINGDOM, OR THE TERRITORIES OF THE EUROPEAN ECONOMIC AREA.

FOR COVERED USERS, UNLESS YOU OPT-OUT VIA THE PROCESS IN SECTION 15.5(3), YOU WILL BE BOUND BY THE ARBITRATION AGREEMENT, WHICH MEANS THAT YOU AND TAKE-TWO WILL BE REQUIRED TO RESOLVE ANY DISPUTE, SUBJECT TO LIMITED EXCEPTIONS, BY FINAL AND BINDING INDIVIDUAL ARBITRATION. THE ARBITRATION CLAUSE WAIVES YOUR RIGHT TO A JURY TRIAL, AND TO PARTICIPATE IN CLASS ACTION, COLLECTIVE ACTIONS, AND ALL OTHER TYPES OF COURT PROCEEDINGS. YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND - UNLESS YOU VALIDLY OPT-OUT -- EXPRESSLY AGREE TO THE MANDATORY ARBITRATION CLAUSE AND CLASS ACTION / JURY TRIAL WAIVER

PLEASE SEE SECTION 15 OF THIS AGREEMENT FOR MORE INFORMATION ABOUT MANDATORY ARBITRATION, THE AFFECT ON YOUR LEGAL RIGHTS, AND YOUR TIME-LIMITED RIGHT TO OPT OUT.

1. YOUR USE OF THE SERVICES.

1.1 Age Restrictions and Legal Responsibility. As used in this Agreement, "you" or "your" means the individual user interacting with our Services; if such user is under 18 (or the minimum legal age of adulthood in your country), then "you" or "your" means the user's parent or legal guardian entering into this Agreement on the user's behalf. You, or any person under your supervision, should only use the Services if you, or the person under your supervision, are above the minimum age rating for the applicable Service. Minors under 18 (or the legal age of adulthood in your country), must ask their parent or guardian to review and explain this Agreement to them, and to agree to this Agreement on their behalf. If you accept this Agreement on behalf of a minor, you should supervise the minor's use of the Services, including any Virtual Items or Account used by such minor. If you are the parent or guardian of a minor and you agree to this Agreement on their behalf, you agree that you will be responsible for all uses of the Services, including any Virtual Items or Accounts, by your child whether or not such uses were explicitly authorized by you. You are legally and financially responsible for all of your actions while using or accessing the Services, including the actions of anyone you allow to access the Services or your Account.

1.2 Modifications to This Agreement. We reserve the right to modify this Agreement, in whole or in part, at any time. We will endeavor to notify you of any such modifications in advance of the modified Agreement taking effect. If you do not wish to agree to the terms of the modified Agreement, you may no longer be able to access the Services once the modified Agreement takes effect. We will try to inform you about this legal consequence when notifying you of the modified Agreement. By actively accepting the modified Agreement, or by continuing to use the Services after the modified Agreement becomes effective, you agree to be bound by the modified terms of this Agreement. If you do not wish to agree to the modified Agreement, you may terminate your use of the Services without any charge being payable to us (but you remain liable for any unpaid amounts due and payable to any Digital Storefront as set out in Section 4 below).

1.3 Your Account. Some elements of the Services may require that you create an account, whereas for other Services, an account may be automatically created for you when you access the Services for the first time (each an "Account"). To create an Account, you may be asked to provide your age information and country/region, and then provide an email address, a username, a password, and such other information as we may deem necessary in connection with the creation of your Account, all of which will be processed and stored in accordance with our Privacy Policy (<http://www.Take2Games.com/privacy>). You must provide accurate, current, and complete information about you when creating an Account. You are responsible for keeping your Account username and password secret. You also agree not to sell, transfer or share your Account, or your Account's username or password, and you agree to notify us immediately if you suspect any unauthorized use of your Account. We have the right to deny the creation of any Account, for any legitimate reason, and we reserve the right to terminate any Account that violates this Agreement in accordance with the termination provisions below and to delete any Account information in accordance with our Privacy Policy (<http://www.take2games.com/privacy>).

2. LIMITED LICENSE.

2.1 We Reserve All Rights to our IP, We, and our licensors, own and reserve all rights, title, and interest in and to the Services, Virtual Items, and your Account (excluding any tangible medium the Services may be supplied on), including all: (1) information, text, data, files, code, scripts, designs, graphics, artwork, illustrations, photographs, sounds, music, titles, themes, objects, characters, names, dialogue, locations, stories, plot, animation, concepts, audio-visual effects, virtual goods and in-game currency (including Virtual Items), interactive features, gameplay, methods of operation, the compilation, assembly, and arrangement of the materials of the Services, Virtual Items, or your Account, and all other copyrightable material; (2) trademarks, logos, trade names, trade dress, service marks, and trade identities of various parties, including ours; and (3) other forms of intellectual property (all of the foregoing, collectively "Content").

2.2 Your Personal, Non-Commercial Use. Subject to the terms of this Agreement, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Services, including Virtual Items and your Account, for your personal, non-commercial enjoyment. The Services, Virtual Items, or your Account, including the Content, but excluding any tangible medium the Services may be supplied on, are licensed, not sold. This license is personal to you only and does not give you any ownership rights in any of the Services, Virtual Items, or your Account (or in or to any of their features or Content).

2.3 Restrictions. The limited license granted in this Agreement does not give you any right to, and you may not, sell, copy (except under applicable legal exceptions such as the "private copy" exception under applicable law), loan, lease, distribute, disassemble, decompile, decrypt, hack, derive source code from, reverse engineer (except where permitted under applicable legal exceptions deriving from EU Directive 2009/24 or other applicable law), modify, create derivative works, commercialize, or otherwise exploit the Services (including the Content), Virtual Items, or your Account unless subject to separate, express written terms provided by Take-Two permitting such conduct. Without limiting the foregoing, nothing in the limited license granted in this Agreement authorizes the use of the Services (including the Content), Virtual Items, or your Account in any manner to develop, train, enhance, or provide source material for, or promote, any Generative AI Tools; and for the avoidance of doubt, any such uses are hereby explicitly prohibited. "Generative AI Tools" means any tool or computer program that uses algorithms or technology commonly known as artificial intelligence or machine learning to create or generate content such as, but not limited to, software code, written text, still or moving images, musical works, human voice emulation, audio material, or other creative works based on text, image, sound prompts, or other inputs. If we terminate your Account or this Agreement in accordance with the provisions below, any license from us to you to use the Services, Virtual Items, your Account, or any Content, ends immediately.

2.4 Legal Effect. This license describes certain legal rights. You may have other rights under the laws of your state or country. This license does not change your rights under the laws of your state or country if the laws of your state or country don't permit it to do so.

3. VIRTUAL ITEMS.

"Virtual Items" means any virtual currency, goods, items, boosts, or effects such as, but not limited to, coins, points, gems, tokens, weapons, vehicles, cards, skins, power-ups, apparel, equipment, trophies, rewards, badges or any other in-game virtual asset made available, purchased from a Digital Storefront, earned, or otherwise acquired through the Services. Virtual Items are licensed under the terms of this Agreement and nothing herein shall be interpreted as transferring any rights or ownership interest in such Virtual Items to you. Virtual Items are only available to users in certain locations, and, unless otherwise stated in your agreement with the relevant Digital Storefront, you may not purchase or use Virtual Items if you are not in an approved location. Virtual Items may only be redeemed for content made available through the Services, which is generally game-specific. Virtual Items have no monetary value, cannot be used outside of the Services, and may not be sold, transferred or redeemed for real money or items of value outside of the Services unless subject to separate, express written terms provided by Take-Two permitting such conduct. We have the right to modify, delete, move, remove, or suspend any Virtual Items at any time with or without notice to you and with no liability of any kind to you. We may limit the total amount of Virtual Items that may be held for any one game or that may be held in your Account in the aggregate. We may limit the period of time during which you may hold or use Virtual Items related to any particular game or other aspect of the Services. Additionally, the price and availability of Virtual Items to purchase or acquire are subject to change. You agree that you have no ownership or other rights in or to any Virtual Items or your Account.

4. PURCHASES, BILLING, AND SUBSCRIPTIONS.

4.1 Digital Storefronts. Some aspects of the Services and some Virtual Items may require you to pay a fee through a storefront operated by us or a third-party (each a "Digital Storefront"). Your contractual partner in providing these Services and Virtual Items to you will be the Digital Storefront. Your purchase through the Digital Storefront is subject to any applicable terms or conditions imposed by the Digital Storefront ("Storefront Terms"), all of which are incorporated herein by reference. You are responsible for all charges in relation to your purchase from such Digital Storefront and must provide accurate and complete payment information to the Digital Storefront. We may suspend or cancel the applicable Services or supply of Virtual Items if the Digital Storefront informs us that they did not receive full payment from you after reasonable prior notification, or if you obtain, or attempt to obtain, refunds in violation of the applicable Digital Storefront's policies. Suspension or cancellation of the Services or Virtual Items for non-payment to the Digital Storefront could result in a loss of access to and use of your Account and any Content or Services. For the avoidance of doubt, we have no liability to you in the event that your access to any of the Services is terminated by a Digital Storefront as a result of your breach of their Storefront Terms.

4.2 Subscriptions. Some aspects of the Services may be offered on a subscription basis with automatic, recurring payments at the start of each billing period ("Subscription"). We reserve the right to modify the terms on which such features are offered for purchase at any time on thirty (30) days' notice. Please note some Subscriptions are offered subject to additional terms and conditions, which may modify the terms below.

(1) **Purchase.** Subscriptions can be purchased from a Digital Storefront. To use a Subscription, you must hold a valid entitlement to the product or service related to the Subscription; have a valid account with the Digital Storefront including a current, valid, and accepted method of payment registered to that account; and have an internet connection. The Digital Storefront will bill the applicable Subscription fee (and any applicable taxes) ("Fee") to your chosen method of payment on each Subscription renewal date. After purchase, your Subscription(s) will activate, and you will receive access to the benefits associated with the Subscription listed at the time of your enrollment.

(2) **Automatic Renewal & Cancellation.** Your Subscription will automatically renew at the end of each billing period. The Digital Storefront will charge your payment method for the then-current Fee unless you cancel your Subscription through the applicable Digital Storefront before your current billing period ends. You may cancel a Subscription at any time, which will prevent auto-renewal and terminate the Subscription at the end of your current billing period. If you cancel, you will continue to receive benefits until the Subscription terminates at the end of your then-current billing period. Please see the Storefront Terms for applicable refund policies, if any.

(3) **Changes to Subscriptions.** The terms of any Subscription and the benefits included in such Subscription may change from time to time. Benefits changes may include altering or removing previously claimed benefits. Take-Two may also retire a Subscription at any time on less than thirty (30) days' notice. Any such changes will be updated on the Digital Storefront's Subscription product page, and you may receive email notice from Take-Two and/or the Digital Storefront about any such changes before they occur. Please read any notification of changes carefully. If you do not cancel your Subscription after receiving notice of a change to the terms of the Subscription – including the amount of the Fee – or the benefits included in the Subscription, then you will be deemed to have accepted those changes. Changes will go into effect upon auto-renewal of your Subscription or the date on which you otherwise explicitly accept any such changes, if earlier.

5. USER GENERATED AND CUSTOM CONTENT.

5.1 User Generated Content. "UGC" includes all digital content or communications that users create, upload, or distribute via the Services, including but not limited to: text, posts, audio, or audio-visual communications; code, scripts, textures, models, maps, files, or other assets or documents; photos, images, video, or any other audio or audio-visual works; and any feedback or suggestions related to the Services. UGC specifically excludes Custom Content (defined below). You are solely responsible for the UGC that you create, upload, or distribute via the Services ("Your UGC") and you hereby represent to us that Your UGC will not violate this Agreement including, without limitation, the terms of Section 6.

5.2 Rights to UGC. You retain whatever rights, if any, you may have under applicable law in Your UGC. If you do hold any such rights to Your UGC, including any copyright or other intellectual property interest, then, in exchange for the rights licensed to you in this Agreement, you hereby grant to us an irrevocable, worldwide, royalty-free, non-exclusive and licensable right to use, reproduce, edit, modify, adapt, create derivative works based on, publish, distribute, transmit, publicly display, communicate to the public, publicly perform, and otherwise exploit Your UGC within or via the Services or for any other commercial and non-commercial purpose related to the Services, including but not limited to the improvement of the Services, without compensation or notice, for the full duration of the intellectual property rights pertaining to Your UGC (including all revivals, reversions, and extensions of those rights). Without limiting the foregoing, the rights licensed to Take-Two herein explicitly include the right for Take-Two to allow other users to use Your UGC as part of our operation of the Services. By creating, uploading, or distributing Your UGC to or via the Services, you represent to us that you own any rights in and to Your UGC on a sole and unencumbered basis, and that any such rights you grant to us in this Section, and our exploitation of those rights, will not violate or infringe the rights of any third parties.

5.3 Custom Content. Some of our Services allow you to use our tools, editing software, in-game functionality, or other features provided by us ("Our Tools") to edit the Content to (for example) create custom levels, maps, in-game assets, designs, apparel, characters, livery, courses, games, or other content based on the Content ("Custom Content"). Custom Content includes, without limitation, all content created using Our Tools including in-game assets, maps, screenshots, videos, recordings of in-game audio, gameplay clips, and livestreams. You may only use Custom Content with the Services and/or only as authorized by us. You are solely responsible for the Custom Content you create and agree that such Custom Content will not violate this Agreement including, without limitation, the terms in Section 6.

5.4 Rights to Custom Content. Take-Two reserves all rights to and ownership of all Custom Content under applicable law. If, under applicable law, your creation of Custom Content results in you holding any intellectual property rights in such Custom Content then, in exchange for the rights licensed to you in this Agreement, you hereby freely assign us, upon the creation of such Custom Content, all right, title, and interest in and to such Custom Content, including without limitation, all intellectual property rights throughout the world for the full duration of such intellectual property rights (including all revivals, reversions, and extensions of those rights). If, despite the foregoing assignment, you for any reason retain any intellectual property interest or other rights in the Custom Content, then you hereby grant to us an irrevocable, worldwide, royalty-free, non-exclusive and licensable right, to use, reproduce, edit, modify, adapt, create derivative works based on, publish, distribute, transmit, publicly display, communicate to the public, publicly perform, and otherwise exploit such Custom Content within or via the Services or for any other commercial and non-commercial purpose related to the Services, including but not limited to the improvement of the Services, without compensation or notice, for the full duration of the intellectual property rights pertaining to such Custom Content (including all revivals, reversions, and extensions of those rights). Without limiting the foregoing, the rights licensed to Take-Two herein explicitly include the right for Take-Two to allow other users to use such Custom Content as part of our operation of the Services.

5.5 Content Moderation; Right to Remove. We have no obligation to host, maintain, support, or distribute any of Your UGC or the Custom Content that you create. We have not necessarily reviewed and are not obligated to actively monitor any UGC or Custom Content that may be available via the Services. We do not confirm the security, quality, or originality of any UGC or Custom Content. UGC and Custom Content do not represent the views of Take-Two or its management, employees, or any other person associated with us. You understand that we may modify, take-down, suppress, block, hide, remove, or delete any or all UGC or Custom Content, and report any illegal UGC or Custom Content and any related user information to the appropriate authorities. Consistent with our obligations under applicable law, if we take adverse action against Your UGC or the Custom Content you create from the Services, suspend or ban your Account, or otherwise restrict your access to some or all of the Services, Virtual Items or your Account as a result of Your UGC or the Custom Content you create, we will endeavor to notify you of the same.

6. USER RULES.

For the purposes of this Section 6, "Services" includes Virtual Items and your Account; and "Material" means Your UGC and any Custom Content you create.

6.1 No Illegal Conductor or Unauthorized Commercial Exploitation. You agree that:

- (1) You will only use the Services for lawful purposes, in compliance with applicable laws.
- (2) You will not use the Services in connection with any wager of any money or other thing of value unless subject to separate, express written terms provided by Take-Two permitting such conduct.
- (3) You will use the Services for your own personal, non-commercial use, and you will not commercially exploit the Services unless subject to separate, express written terms provided by Take-Two permitting such conduct. This includes participating in, enabling, or encouraging the collection, sale, or exchange of anything from the Services (including, but not limited to, any Virtual Items or Accounts) that is not explicitly authorized by Take-Two; facilitating, creating, or maintaining any unauthorized connection to the Services (including, any unauthorized server that modifies, emulates, or otherwise connects to any of the Services); or creating or participating in any exploitation of price differences of Virtual Items by any means (for example, between real money currency prices).

6.2 Respect Intellectual Property. You agree that you will not use the Services to create, upload, or distribute any Material that infringes any third party's copyright, trademark, or other intellectual property rights or otherwise violates the terms of Section 5.

6.3 Code of Conduct. You agree that:

- (1) You will not use improper or unauthorized means to interfere with or adversely impact any other user's ability to use the Services as intended; to gain an unfair gameplay advantage; or to gain access to Virtual Items or other Content to which you do not have valid entitlement. This includes the use of cheats, unauthorized mods, hacks, glitches, or other technical exploits, and phishing, scamming, or social engineering.
- (2) You will not use the Services to create, upload, or distribute any Material that violates or invades another person's privacy. This includes "doxing" i.e. sharing or threatening to share information to embarrass, intimidate, harm, or harass another person.

(3) You will not use the Services to create, upload, or distribute any Material that is knowingly or intentionally misleading, false, or fraudulent. You will not use the Services to engage in "spam," i.e. repeatedly or periodically misuse a communication channel in a way that disrupts or interferes with the operations of the Services, advertises any third-party product or service, or adversely impacts any other user's ability to use the Services as intended.

(4) You will not use the Services to create, upload, or distribute Material that contains actual or shockingly realistic depictions or descriptions of gore, excessive violence, torture, or animal cruelty. This includes all depictions of such content, regardless of whether the Material is real or manipulated media, animation, computer-generated imagery, or other digital creation.

(5) You will not use the Services to create, upload, or distribute Material or engage in conduct that depicts, promotes, or attempts to normalize, encourage, or knowingly result in another person's eating disorder, suicide, or other acts of physical self-harm. This includes Material or conduct that is reasonably understood to facilitate or encourage another person to physically harm or starve themselves; to consume dangerous amounts of alcohol, drugs, or other substances; and to engage in or threaten self-harm to intimidate, manipulate, or coerce someone else.

(6) You will not use the Services to create, upload, or distribute Material or engage in conduct that is abusive, bullying, harassing, or is reasonably understood to be a physical or verbal threat against another person. This includes Material that is defamatory and conduct such as camping, griefing, stream sniping, swatting, or other abusive in-game behavior.

(7) You will not use the Services to create, upload, or distribute any Material or engage in conduct that is pornographic, obscene, or sexually harassing. This includes distributing unsolicited or unwanted sexually suggestive Material; engaging in unsolicited or unwanted sexualization of another person; making threats or attacks based on another person's actual, perceived, or supposed sexuality or sexual activity; or the unauthorized sharing of another's sexually suggestive or explicit content without their consent (i.e. "revenge porn").

(8) You will not use the Services to create, upload, or distribute any Material that depicts, promotes, or attempts to normalize, encourage, or knowingly result in the sexual abuse of minors. This includes Material that in any way sexualizes minors, including real or manipulated media, animation, computer-generated imagery, or other digital creation; engaging or attempting to engage in sexually suggestive or explicit communication with a minor; and soliciting sexually suggestive or explicit Material from, or sharing such Material with, a minor.

(9) You will not use the Services to create, upload, or distribute Material or engage in conduct that constitutes hate speech or behavior, which we define to be any form of expression that is reasonably understood to attack or promote hatred or violence against an individual or group based on any of the following characteristics: age; color or race; disability; ethnicity; gender or gender identity; national origin or immigration status; religious affiliation; sex or sexual orientation; military service; socioeconomic class, status, or caste; or weight, size, or body type.

(10) You will not use the Services to create, upload, or distribute Material or engage in conduct that depicts, promotes, or supports violent extremism or terrorism. This includes any Material or conduct which is reasonably understood as endorsing or supporting extremist violence or the perpetrators of such acts; and promoting extremist ideologies or conspiracy theories that encourage or incite violence against others.

(11) You will follow any additional rules set out in the individual Community Standards (<http://www.take2games.com/community-standards>) that may apply to your use of specific games, apps, products, or websites within the Services, all of which are incorporated herein by reference.

(12) In addition to the foregoing, you will not use the Services to create, upload, or distribute any other Material or engage in any conduct that is otherwise illegal or use the Services to attempt or conspire to commit any of the violations specified in this Code of Conduct.

6.4 No Technical Exploits. You agree that:

(1) You will not use IP proxying or other methods to disguise your location or place of residence including, without limitation, to circumvent geographical restrictions on access to Content, access controls, or technical protective measures; or to engage in activities that are unlawful based on applicable local law.

(2) You will not, unless subject to separate, express written terms provided by Take-Two, use the Services via, or copy any Content to, a remote server, virtual PC, or other system or network including, without limitation, one that enables (or purports to enable) such Services or Content to be downloaded or streamed to one or more separate internet-enabled devices.

(3) You will not use, promote, or make available any bug, glitch, exploit, cheat, hack, script, bot, unauthorized mod, or other methods designed to maliciously interact with the Services, including without limitation, to breach this Agreement; to collect information or user data; exploit system vulnerabilities; circumvent content moderation or filtering systems; or otherwise intercept, redirect, or interfere with the operation of the Services.

(4) You will not reverse engineer, decompile, or disassemble (except where permitted under applicable legal exceptions deriving from EU Directive 2009/24 or other applicable law), display, perform, prepare derivative works based on, or otherwise modify the Services, in whole or in part, without our explicit prior written consent.

(5) You will not use the Services to distribute, upload, or transmit any software, scripts, code, or other information (including, but not limited to, any virus, worm, timebot, cancelbot, trojan horse, hacks, or other harmful code) to modify or alter the Services in any unauthorized way, or to transmit such information.

6.5 Supporting or Encouraging Violations. You agree that you will not provide material support to another user's violation or attempted violation of this Agreement. This includes providing financial support; know-how, expertise, or other assistance; or repeated encouragement to engage in conduct that violates this Agreement.

6.6 Applicability to Employees, Agents, and Contractors. For clarity, the rules for conduct and behavior in this Section 6 apply to your communications and interactions with Take-Two's employees, agents, and contractors including, without limitation, individuals on our customer support, engineering, security, or community teams.

6.7 Consequences for Violations. If you breach the Agreement, including without limitation the User Rules in this Section 6 (as amended from time to time), Take-Two reserves the right to take adverse action against you including, without limitation: resetting some or all in-game progress associated with your Account; suspending your access to some or all of the Services, Virtual Items, or your Account; terminating your access to some or all of the Services, Virtual Items, or closing your Account in accordance with the termination provisions below; barring you from creating an Account or accessing the Services in the future; or taking appropriate legal action to enforce this Agreement or our other rights under applicable law. We may notify law enforcement or other government agency or regulatory body, and provide any associated personal data as set out in our Privacy Policy (<http://www.take2games.com/privacy>). If the breach involves a threat to the life or safety of yourself or others, or any other activity that we believe to be unlawful, We reserve the right to take adverse action against you based on information we might receive from third parties including, without limitation, other users, law enforcement, government agencies or other regulatory authorities. We are not liable for any violation of this Agreement by you or by any other user.

6.8 Monitoring; User Tools and Automated Systems. We may (but are not obligated to) actively monitor use of the Services for a variety of different purposes, including preventing cheating and hacking; ensuring your compliance with this Agreement; enforcing the terms of this Agreement; and improving the Services.

The Services may employ moderation and filtering systems, such as automated word filters and content or symbol-recognition software, which are intended to prevent or cease the distribution of Material that violates this Agreement. The Services may also include tools to enable users to control their interactions with other users, such as allowing users to opt-in to in-game text chat or voice communications, or to enable users to "mute" or block other users. The Services may feature reporting tools, either in-game or via dedicated support websites, through which users can report violations of the Code of Conduct for our review.

The features and tools described above may incorporate algorithms, artificial intelligence, machine learning, or other automated systems to help us accomplish the purposes described in this Section at the scale and scope needed to effectively maintain the Services for our users.

Moderation and filtering systems may vary among Services, including based on the Content, age rating, or target audience of a particular Service. More information on how we monitor and collect data regarding the use of the Services can be found in our Privacy Policy (<http://www.take2games.com/privacy>). For more information about reporting violations of our policies, please visit our Customer Support (<http://www.take2games.com/support>).

7. CONTENT REPORTING; TAKE-DOWN REQUESTS; DMCA.

7.1 Harmful or Illegal Content. If you are aware of any UGC or Custom Content available on the Services that violates the User Rules in Section 6 of this Agreement, including the Code of Conduct, you may notify us using the reporting tools located in-game or on our related customer support websites. Please visit our Customer Support (<http://www.take2games.com/support>) for more information about how to report UGC or Custom Content that violates the User Rules. By submitting any such notification to us, you confirm that you have a good faith belief that the UGC or Custom Content that you report violates the Agreement and the information provided in your notice are accurate and complete.

7.2 Notice of Copyright or Trademark Infringement. We respond to notices of copyright infringement that meet the requirements of the Digital Millennium Copyright Act, 17 U.S.C. § 512 ("DMCA"). If you believe that any Content, UGC, Custom Content, or other aspect of the Services constitutes copyright infringement or misappropriation of your trademark, please submit a notice of alleged infringement to our designated agent with the following written information:

- (1) Your name, address, telephone number, and email address;
- (2) A detailed description of the copyrighted work that you claim has been infringed;
- (3) The URL or a detailed description of where the material that you claim is infringing is located;
- (4) Your statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or applicable law;
- (5) Your statement, under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on behalf of the copyright owner; and
- (6) A physical or electronic signature of owner of the copyright at issue or person authorized to act on their behalf.

Our designated agent contact information is:

Service Provider: Take-Two Interactive Software, Inc.
Mailing Address: Take-Two Interactive Software, Inc.
110 W 44th Street New York, New York 10036
United States of America
Attention: DMCA Takedown Notice
Telephone: +1 (646)-536-2842
Email: copyright@take2games.com

Please note that under the DMCA, you may be liable for damages (including costs and attorney fees) if you knowingly misrepresent that material or activity is infringing. Please also note that the information provided in your copyright infringement notice may be provided to the person responsible for the allegedly infringing material.

7.3 Repeat Infringer Policy. If you repeatedly violate this Agreement, for instance by infringing our intellectual property rights, the Code of Conduct, or the rights of third-parties, we reserve the right to take adverse action against you including, without limitation: suspending your access to some or all of the Services, Virtual Items and/or your Account; closing your Account in accordance with the termination provisions below; barring you from creating an Account or accessing the Services in the future; or taking appropriate legal action to enforce this Agreement or our other rights under applicable law.

8. UPDATES AND FEATURES.

8.1 Updates and Modifications. We may provide patches, updates, or upgrades to the Services, Virtual Items, or your Account that may be required to continue using the Services, including automatic or "in the background" updates without notice to you. Such updates are subject to this Agreement unless other terms are presented with the updates, in which case, those other terms apply. We are not obligated to make any updates available. We do not guarantee that we will support the version of the system or device for which you licensed, obtained, or purchased any part of the Services, unless we have made claims regarding compatibility. We may from time to time, without additional cost to you, modify, alter, or suspend, whether in whole in part, any of our Services, Virtual Items, and/or your Account, for a valid reason. Valid reasons include, without limitation: improvement of our Services, Virtual Items, or your Account (such as offering new Services, Virtual Items, or Content); changes necessary for game balancing, for bug fixing or to prevent or counter exploits; changes that are necessary due to a new technical environment or an increased or decreased number of users; suspected or actual intellectual property infringement; changes in licenses we hold from third parties, or other third-party compliance requirements; termination of agreements we have with third-parties for whatever reason; discontinuance of the supply, by a third-party, of a service or feature which is part or interconnected with our Services, Virtual Item, or your Account; changes of specific and verifiable open market costs; necessary enhancements for the safety of users or other third parties; or other material, legal, regulatory, or security reasons.

8.2 Auto-Generated Players. As part of the Services, we may offer you the opportunity to play with your friends or other matched opponents. To ensure that you have available opponents at the right skill level, some of these matched opponents may be auto-generated, computer-controlled players that look and play like real people.

8.3 Availability. The Services, Virtual Items, Content, or your Account may be offered for a limited time, or may vary depending on your region or device. If you change regions, without prejudice to our portability obligations under applicable law and depending on your agreement with the applicable Digital Storefront, you may need to re-acquire certain Services, Virtual Items, or Content that you paid for or acquired in your previous region. Similarly, if you change regions, you may no longer be able to access certain Services, Content or Virtual Items that you were able to access in your previous region if such Services, Content, or Virtual Items are prohibited by the applicable laws of the new region in which you are present.

8.4 Third Party Services. You may have the possibility, via the Services, to access or enable content, software, apps, products, websites, platforms, functionality, and services operated by third parties that are not part of Take-Two or otherwise under our control ("Third Party Services"). If you choose to access, transact with, enable, or otherwise interact with any such Third Party Services, you understand that you are directing the applicable third party entity to make such Third Party Services available to you. You are responsible for your dealings with third parties. When you use our Services to access Third Party Services, any applicable usage terms associated with the Third Party Services will govern your use of that Third Party Service. We do not endorse any Third Party Services made available or marketed on or through the Services. We do not license any intellectual property rights to you as part of any Third Party Services, and we are not responsible or liable to you or others for any Third Party Services or for the results, information, content, or interactions you may encounter while using them. Any concerns you have regarding the results, information, content, or interactions you may encounter while using such Third Party Services should be directed to the provider of such Third Party Services.

8.5 Internet-Based Services. The Services may require a connection to the internet via a wireless or cellular network and, as a result, may therefore receive certain standard information about the device, system, and software used by you to connect to the Services. Such information is collected and used by us in accordance with our Privacy Policy (<http://www.take2games.com/privacy>). You are solely responsible for the maintenance and reliability of your internet connection at your own cost and for any usage fees which may arise as a result of your access to the Services via any wireless or cellular network.

8.6 Third Party Advertising. Some of the Services may include advertisements for, or links to, third party websites, content, goods, promotions, or services ("Third Party Advertising"). We are not responsible for, nor control the content of, any Third Party Advertising, and the inclusion of such Third Party Advertising in the Services does not mean that we either endorse or approve of such Third Party Advertising or the websites, content, goods, promotions, services, or business practices of the third party providers of such Third Party Advertising.

9. YOUR RESPONSIBILITIES TO US.

You agree to defend, indemnify and hold harmless Take-Two from and against any and all direct liabilities, damages, losses arising out of or in connection with: (1) your breach of this Agreement; (2) any information or content provided by you that infringes the rights of a third party when used by us in accordance with this Agreement; and (3) your unlawful acts or omissions. We can assist, at our own expense, in the defense of any matter subject to indemnification by you, and in such case, you agree to cooperate with us, and we will take reasonable steps to mitigate our losses. However, you are not required to indemnify Take-Two in respect of any liabilities, damages or losses arising out of or in connection with the negligent acts or omissions, fraud, or willful misconduct by Take-Two, Take-Two's officer's employees, contractors or agents, or to the extent you are not responsible for the breach.

You are solely responsible for any third party costs you incur to use the Services, Virtual Items or your Account.

10. TERMINATION.

You may stop using the Services, Virtual Items, or your Account at any time and terminate this Agreement by destroying or deleting all copies of any materials or software in your possession and/or by deleting your Account. In addition, you may request that we delete your Account, and your personal information, at any time in accordance with our Privacy Policy (<http://www.take2games.com/privacy>).

For any Services, Virtual Items, and/or Account provided to you for an indefinite period of time, we have the right to terminate this Agreement and your access to the Services, Virtual Items and your Account, or cease providing such Services, at any time for any reason in our sole discretion. If we have reasonable means to contact you and where practicable, we will try to inform you reasonably in advance of any such termination or cessation of Services taking effect. Where it is not practicable to inform you in advance, we will try to inform you promptly afterwards. If your habitual residency is in Germany, the right of both parties to extraordinary termination for good cause shall remain unaffected. Good cause exists if the terminating party, taking into account all circumstances of the individual case and weighing the interests of both parties, cannot reasonably be expected to continue the contractual relationship until the agreed termination or until the expiry of a notice period.

We may immediately terminate or suspend your right to access any aspect of the Services, Virtual Items, Content, and/or your Account if you: breach this Agreement; use the Services, Virtual Items, or your Account fraudulently, illegally or in any manner other than for its intended purposes; initiate any adverse proceeding against us; or if we are under a legal obligation to do so. If we decide to terminate or suspend your right to access some or all of the Services, Virtual Items, or your Account, we will try to inform you in advance of such termination or suspension unless the action is taken under a legal obligation that does not require us to inform you or if it is not practicable for us to do so.

You acknowledge and agree that if this Agreement is terminated (or we end your right to access any of the Services, Virtual Items, Content, or your Account in accordance with the terms of this Agreement), the licenses granted to you under this Agreement (or in respect of such Services, Virtual Items, Content, or Account) shall immediately terminate.

11. PHOTSENSITIVE SEIZURE WARNING.

A very small percentage of individuals may experience epileptic seizures when exposed to certain light patterns or flashing lights, including some of the visual effects that appear in certain video games. Symptoms may even be experienced by individuals with no history of epilepsy or photosensitivity. If you or anyone in your family have an epileptic or photosensitivity condition, please consult your physician before playing any of our video games.

If you experience any of the following symptoms while playing any of our video games, immediately discontinue use and consult your physician before resuming play: dizziness, altered vision, eye or muscle twitches, loss of awareness, disorientation, any involuntary movement, or convulsions.

12. MISCELLANEOUS.

12.1 General. This Agreement, together with any documents or policies linked to herein, is the entire agreement between you and us for your use of the Services (including Virtual Items and your Account). It supersedes any prior written agreements between you and us regarding your use of the same. You agree that we may assign this Agreement, in whole or in part, at any time. If our assignment leads to a change of us as the contracting party, you have the right to terminate this Agreement. You may not assign your rights or transfer your obligations under this Agreement or transfer any rights to use the Services, Virtual Items, or your Account. If your habitual residence is in Germany, the preceding sentence does not apply to any monetary claims you may have against us which arise from this Agreement. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall either be reformed only to the extent necessary to make it enforceable or removed from the Agreement entirely and the remaining provisions of this Agreement shall remain effective. Sections 1, 2.1, 2.2, 2.3, 4, 5, 6, 8, 9 – 15 and those that by their nature apply after this Agreement ends will survive any termination or cancellation of this Agreement. Either party may disclose information related to this Agreement or use of the Services as necessary to satisfy any law, regulation, legal process, or governmental request.

12.2 Export Laws. You must comply with all applicable domestic and international export laws and regulations (which may be amended from time to time) that apply to the Services, Virtual Items, or your Account, which include restrictions on destinations, users, and use. You agree not to use, export, re-export, download, or otherwise transfer any part of the Services, Virtual Items, or your Account into (or to a national or resident of) any country to which the U.S. has embargoed goods, or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons list and other sanctions lists administered by the Office of Foreign Assets Control (OFAC). You represent and warrant that you are not located in, under the control of, or a national or resident of an embargoed country and that you are not a Specifically Designated National or Blocked Person.

13. CONTACT US.

If you have any questions or concerns about the Services, Virtual Items, your Account, or this Agreement, please visit Take-Two's Customer Support (<http://www.take2games.com/support>) and submit a support ticket. Take-Two's Customer Support (<http://www.take2games.com/support>) provides a single point of contact for you to communicate with Take-Two.

Law enforcement, regulators, national authorities, and trusted flaggers wishing to contact Take-Two must visit Take-Two Law Enforcement (<http://www.take2games.com/law-enforcement>) and follow the instructions set out therein in order to correspond with, and provide effective service on, Take-Two. Take-Two Law Enforcement (<http://www.take2games.com/law-enforcement>) provides a single point of contact for law enforcement, regulators, national authorities, and trusted flaggers to communicate with Take-Two and its legal representatives.

14. GOVERNING LAW, DISPUTES, AND LIABILITY: AU, CH, EEA, UK.

If you are habitually resident in Australia, Switzerland, the United Kingdom, or any territory in the European Economic Area, the terms of this Section 14 apply to your legal contract with Take-Two. If you habitually reside outside of these territories or jurisdictions, please see Section 15 below.

14.1 Governing Law and Jurisdiction. This Agreement shall be governed by, and construed under, the laws of your country of residence without regard to conflict of laws rules. The exclusive jurisdiction for all disputes will be the competent courts of your country of habitual residence.

14.2 Limitations of Our Liability. IN NO EVENT SHALL TAKE-TWO BE LIABLE TO YOU FOR ANY INDIRECT LOSSES OR DAMAGES OR FOR ANY BREACH OF ITS OBLIGATIONS DUE TO A FORCE MAJEURE EVENT, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR THIS AGREEMENT. NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE ANY NON-EXCLUDABLE RIGHTS OR DAMAGES THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR FRAUD, OR FOR DEATH OR ANY PERSONAL INJURY ARISING AS A RESULT OF OUR NEGLIGENCE.

If any applicable law provides that there is a guarantee in relation to any good or service supplied by us in connection with this Agreement, and our liability for failing to comply with that guarantee cannot be excluded but may be limited, then our liability for such failure is limited to (at our election), in the case of a supply of goods, us replacing the goods or supplying equivalent goods, repairing the goods, or providing you with a full or partial refund, or in the case of a supply of services, us supplying the services again, providing you with a refund for the unused portion or compensation for its reduced value.

15. GOVERNING LAW, DISPUTES, AND LIABILITY: UNITED STATES & REST OF WORLD.

If you are habitually resident in the United States or any territory other than Australia, Switzerland, the United Kingdom, or any territory in the European Economic Area, the terms of this Section 15 apply to your legal contract with Take-Two. If you habitually reside in Australia, Switzerland, the United Kingdom, or any territory in the European Economic Area, please see Section 14 above.

15.1 Governing Law and Jurisdiction. This Agreement is entered into in the State of New York and shall be governed by, and construed under, the laws of the State of New York without regard to conflict of law rules. Except as otherwise expressly set out in Section 15.5, the exclusive jurisdiction for all disputes between you and Take-Two are the state and federal courts located in New York County, New York, and you and Take-Two each accept personal jurisdiction and waive all objections to venue in such courts.

15.2 Warranty Disclaimer. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED TO YOU "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS." NEITHER TAKE-TWO, ANY DIGITAL STOREFRONT, NOR ANY OF OUR OR THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, OR LICENSORS MAKE ANY REPRESENTATIONS, WARRANTIES, PROMISES, OR GUARANTEES OF ANY KIND WHATSOEVER AS TO THE SOFTWARE, CONTENT, THIRD PARTY SERVICES, OR OTHER SERVICES, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, NEITHER TAKE-TWO NOR ANY DIGITAL STOREFRONT WARRANT THAT THE SERVICES OR THIRD PARTY SERVICES WILL BE ACCURATE OR RELIABLE, UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR FREE OF VIRUSES. TO THE FULLEST EXTENT PERMITTED BY YOUR LOCAL LAW, TAKE-TWO AND EACH DIGITAL STOREFRONT DISCLAIM ANY IMPLIED WARRANTIES INCLUDING FOR NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SATISFACTORY QUALITY.

15.3 Limited Hardware Warranty. We warrant to the original consumer purchaser of the Services that the physical storage media containing the Services (the "Goods"), if any, will be free from defects in material and workmanship for 90 days from the date of purchase under normal use. If the Goods are found to be defective within 90 days of the original purchase, we agree to replace, free of charge, the applicable defective Goods within the applicable 90 day period, upon our receipt of the Goods (postage paid, with proof of the date of purchase) so long as the Goods are still being manufactured by us. If the Goods are no longer available, we reserve the right to

substitute similar goods of equal or greater value. This warranty is limited to the Goods, as originally provided by us, and is not applicable to normal wear and tear. This warranty shall not apply if the claimed defect arises through abuse, misuse, mistreatment, or neglect of the applicable Goods. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

Please contact our Customer Support (<http://www.take2games.com/support>) for assistance with the limited warranty above.

15.4 Limitations of Our Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TAKE-TWO OR ANY DIGITAL STOREFRONT BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSSES OR DAMAGES, OR DAMAGES FOR SYSTEM FAILURE OR MALFUNCTION OR LOSS OF PROFITS, DATA, USE, BUSINESS OR GOOD-WILL, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY, STATUTE OR ANY OTHER LEGAL OR EQUITABLE THEORY.

In the event you have any basis for recovering damages arising from the Services or a breach of this Agreement, you agree that your exclusive remedy is limited to recovery of direct damages and the maximum liability is limited to the greater of USD \$500 or the amount you have spent on the Services at issue in your claim in the 24 months preceding the date your claim arose.

The limitations and disclaimers in this Agreement do not purport to limit liability or alter your rights as a user that cannot be excluded or limited under applicable law. With respect to this Agreement, any provisions concerning the exclusion or limitation of certain damages are not applicable in New Jersey with respect to punitive damages, loss of data, and loss of or damage to property.

15.5 Dispute Resolution: Binding Individual Arbitration; Waiver of Class Actions and Jury Trials. If you have an issue with the Services that cannot be resolved by contacting our Customer Support (<http://www.take2games.com/support>), this Section 15.5 (the "Arbitration Agreement") explains how you and Take-Two agree to resolve any Disputes by binding, individual arbitration, subject to limited exceptions described below.

PLEASE READ THIS SECTION CAREFULLY—IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS.

(1) **Binding Individual Arbitration.** You and Take-Two agree that, if not resolved through the informal negotiation process described below, any Disputes between us shall be exclusively resolved by individual, binding arbitration under this Arbitration Agreement. Subject to the exclusions in Section 15.5(10), a "Dispute" means any dispute, claim, or controversy arising from or related to the Services, including those related to the formation, breach, termination, enforcement, scope, validity, or applicability of the Agreement or the Arbitration Agreement, or your rights under those agreements. All Disputes are subject to the Arbitration Agreement regardless of whether they arose before or after you accepted the Agreement.

The arbitrator—not a federal, state, or local court, or government agency—shall have exclusive authority to resolve any Disputes, including those related to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement, and any claim that all or part of the Arbitration Agreement is void or voidable. The arbitrator shall also have authority to determine all threshold arbitrability issues, including related to whether the Agreement or the Arbitration Agreement are unconscionable or illusory; whether the Arbitration Agreement has been disaffirmed under applicable law; and any defense to arbitration including waiver, delay, laches, or estoppel. The arbitrator may award the same remedies as a court could, but only to the extent required to satisfy the individual Dispute at issue.

(2) **Class Action / Jury Trial Waiver.** You and Take-Two each waive all rights to a trial by jury in any action or proceeding involving any Disputes in any forum. You and Take-Two each waive all rights to participate in any purported class, collective, representative, or consolidated action or proceeding. Unless you and Take-Two agree otherwise, 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 consolidated, representative, group, or class proceeding. All Disputes shall be arbitrated on an individual, non-class, and non-representative basis only. This means that the arbitrator will resolve your individual Dispute with Take-Two separate from any other Dispute, and that your Dispute cannot be consolidated or joined with another person's or party's claims. The arbitrator may award relief permitted by applicable law only with respect to the individual party seeking relief, but to the maximum extent permitted by applicable law, may not award relief respecting any person other than that individual party seeking relief. If any court or arbitrator determines that this Class Action/Jury Trial Waiver is void or unenforceable for any reason, or that an arbitration can proceed on a class basis, then this Arbitration Agreement shall be deemed null and void in its entirety, and you and Take-Two shall be deemed to have not agreed to arbitrate Disputes.

(3) **Applicability; Your Right to Opt Out.** This binding individual arbitration requirement will not apply to the extent prohibited by the laws of your country or state of residence. You have the right to opt out of this Arbitration Agreement. You must notify us in writing within 30 days of the date that you first accept this Agreement ("Opt-Out Notice") unless a longer period is required by applicable law.

Your Opt-Out Notice must be sent to:

Take-Two Interactive Software, Inc.
ATTN: LEGAL DEPARTMENT — ARBITRATION OPT-OUT
110 West 44th Street,
New York, New York, 10036

The Opt-Out Notice must include: (1) your full name; (2) your mailing address; (3) your Account name, if you have one; and (4) a clear, signed statement that you do not agree to the Arbitration Agreement. You are responsible for ensuring our receipt of your Opt-Out Notice; you therefore may want to send your notice using a delivery method that provides you with a written receipt of delivery.

(4) **Dispute Resolution Procedures.** Except for claims brought under Section 15.5(10), any Dispute between you and Take-Two must be resolved through the following steps: **Step 1: Notice of Dispute.** If you have a Dispute with us, you must send written notice of the Dispute ("Notice of Dispute") to us at the following address:

Take-Two Interactive Software, Inc.
ATTN: LEGAL DEPARTMENT — NOTICE OF DISPUTE
110 West 44th Street,
New York, New York, 10036

To be considered complete, your Notice of Dispute must include the following information: (1) your name, (2) Account name or registered email address you use to access the Services, (3) your mailing address, (4) how to contact you, (5) what the problem is, and (6) what you want us to do about it.

If Take-Two has a Dispute with you, we will send our Notice of Dispute to your registered email address and any billing address you have provided us or, if these options are not available, to other reasonable contact information you have provided us.

Step 2: Informal Negotiation. To help us get to a resolution faster and reduce the costs for both parties, you and Take-Two agree to first attempt to informally negotiate any Dispute for at least 30 days. Those informal negotiations will start on the day you or Take-Two receive a written Notice of a Dispute.

Step 3: Binding Arbitration. If we cannot resolve the Dispute informally, the Dispute (except as set out in Section 15.5(9) and (10) below) will be resolved exclusively via binding individual arbitration conducted by the Judicial Arbitration Mediation Services, Inc. (<https://www.jamsadr.com/>) ("JAMS") subject to the terms in this Arbitration Agreement, the U.S. Federal Arbitration Act and federal arbitration law.

(5) Demand for Arbitration. The party starting an individual arbitration must send JAMS a "Demand for Arbitration" (using the form available on its website), pay any applicable filing fee, and mail a copy of the Demand for Arbitration to the opposing party. If you have a Dispute with us, you must send a copy of your Demand for Arbitration to:

Take-Two Interactive Software, Inc.

ATTN: LEGAL DEPARTMENT — DEMAND FOR ARBITRATION

110 West 44th Street,

New York, New York, 10036

Take-Two will send our copy of our Demand for Arbitration to your registered email address and any billing address you have provided us or, if these options are not available, to other reasonable contact information you have provided us.

(6) Individual Arbitration Procedure.

Rules. Individual arbitration between you and Take-Two will occur under the Streamlined Arbitration Rules and Procedures issued by JAMS as of the date of the Notice of Dispute (the "JAMS Rules") and as modified by this Arbitration Agreement. Please see www.jamsadr.com (<http://www.jamsadr.com>) for more information about JAMS and the JAMS Rules. You and Take-Two agree that the arbitration will be conducted in English and that the arbitrator will be bound by this Arbitration Agreement.

Discovery and Evidence. Discovery in the arbitration shall be limited to the production of documents that are directly relevant to significant issues in the case or to the case's outcome. The arbitrator shall make all determinations related to the admissibility or relevance of evidence under the Federal Rules of Evidence.

Dispositive Motions & Hearing Location. The arbitrator shall allow for dispositive motions. The location and method of the parties' appearance at the arbitration proceeding, if any, will be determined by the JAMS Rules.

Confidentiality. The arbitrator shall issue an order providing that the arbitration proceedings and all notices, pleadings, motions, discovery responses, testimony, and documents exchanged or filed related to such proceedings be kept strictly confidential.

Fees. The parties will bear any arbitration costs as determined by the JAMS Rules.

Decision & Award. The arbitrator (not a judge or jury) will resolve the Dispute. Unless otherwise agreed, any decision or award shall set forth the factual and legal basis for the award. The arbitrator shall be permitted to award only those remedies permitted by applicable law or in equity which are supported by credible relevant evidence as determined by the Federal Rules of Evidence. Unless Take-Two expressly consents, the arbitrator may not award relief against Take-Two respecting any person other than you. Any decision or award may be enforced as a final judgment by any court of competent jurisdiction or, if applicable, application may be made to such court for judicial acceptance of any award and an order of enforcement. The arbitrator's decision is final and binding on the parties, except for a limited review by courts under the U.S. Federal Arbitration Act and can be enforced like any other court order or judgment.

(7) Time Limit for Claims. To the extent permitted by applicable law, if a Dispute must be arbitrated, you or Take-Two must start arbitration of all Disputes within two (2) years of the events giving rise to the Dispute. If applicable law requires you to bring a claim for a Dispute sooner than two (2) years after the Dispute first arose, you must start arbitration in that earlier time period. Take-Two encourages you to tell us about a Dispute as soon as possible so we can work to resolve it. Failure to timely engage in dispute resolution will permanently bar all claims.

(8) Non-Arbitrable Claims. Notwithstanding anything to the contrary herein, if the arbitrator may not legally adjudicate or award a particular legal or equitable claim or remedy, such claim or remedy shall be stayed until all other claims and remedies are final and the arbitration completed. Thereafter, the remaining claims must be litigated in a federal or state court of competent jurisdiction in New York County, New York and, if meritorious, such court may award the remaining remedy. To the extent any claims are allowed to proceed on a class, collective, consolidated, group, or representative basis, such claims must be litigated in a federal or state court of competent jurisdiction in New York County, New York, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims remaining in arbitration. In all cases described in this Section 15.5(8), the federal or state court shall be bound under the principles of claim or issue preclusion by the decision of the arbitrator. Suits brought in state court may be removed to federal court by either party if permissible under applicable law.

(9) Exception – Mass Arbitration Procedure.

Mass Arbitration. A "Mass Arbitration" means 5 or more Disputes relating to the same or similar subject matter, which share common issues of law or fact, or in which the counsel or other organization representing the parties in such Disputes are the same, cooperating, or working in coordination. A "Mass Arbitration Dispute" means an individual Dispute that forms a part of a Mass Arbitration. Nothing in this Section shall be interpreted as authorizing a consolidated, representative, group, or class proceeding. Take-Two reserves all rights and defenses as to each and any Demand for Arbitration and claimant.

Rules for Mass Arbitration. Notwithstanding the parties' agreement to have all Disputes administered by JAMS on an individual basis, you and Take-Two agree that if your Dispute is (or becomes) a Mass Arbitration Dispute, it shall not be governed by the JAMS Rules or administered by JAMS. Instead, Mass Arbitration Disputes shall be administered by New Era and governed by the New Era Rules in effect when the Mass Arbitration Disputes are filed, including any rules that permit arbitration on a class-wide basis (the "New Era Rules"), and this Arbitration Agreement. The New Era Rules are available at www.neweraadr.com/rules-and-procedures (<https://www.neweraadr.com/rules-and-procedures/>). For clarity, the New Era Rules shall be modified by the terms of this Arbitration Agreement.

Batching of Mass Arbitration Disputes. To facilitate efficient resolution of Mass Arbitrations, after 60 Mass Arbitration Disputes have been accepted related to a single Mass Arbitration, the New Era Rules, New Era Rules in effect when the additional Demands for Arbitration related to such Mass Arbitration until 60 days after the final resolution of all Bellwether Cases from the Initial Batch and the subsequent Settlement Conference provided for under the New Era Rules. Thereafter, any additional Mass Arbitration Disputes related to the ongoing Mass Arbitration may be accepted and resolved under the New Era Rules on the same terms as if such

Mass Arbitration Disputes had been filed and accepted as part of the Initial Batch. The delay in the acceptance of a Mass Arbitration Dispute under this provision shall be excluded when calculating the relevant time limit to bring a Dispute under this Arbitration Agreement. Take-Two and the party to any Mass Arbitration Dispute that would otherwise be delayed under this provision may agree to waive the delay and include such Mass Arbitration Dispute in the Initial Batch. You agree to cooperate in good faith to implement this batch-based process.

Severability for Mass Arbitration. If any court or arbitrator determines that this Section 15.5(9) is void or unenforceable for any reason, or if New Era declines to administer any Mass Arbitration Dispute as a Mass Arbitration, then the Arbitration Agreement shall be deemed null and void in its entirety, and you and Take-Two shall be deemed not to have agreed to arbitrate such Disputes.

(10) **Exclusion from Arbitration.** Notwithstanding the parties' decision to resolve all Disputes through binding individual arbitration, you and Take-Two may bring an action in state or federal court that only asserts any of the following claims: patent infringement or invalidity; copyright infringement (including, without limitation, based on use of the Services following a breach of, or termination of rights under, the Agreement); moral rights violations; trademark infringement; trade secret misappropriation; or computer fraud and abuse. Either party to a Dispute may seek relief in a small claims court for any individual Disputes or claims within the scope of that court's jurisdiction, including by seeking to have an arbitration pending under this Arbitration Agreement moved to such small claims court on this basis.

(11) **Limitation on Changes to Arbitration Provision.** We may update this Agreement, including the Arbitration Agreement, at our discretion in accordance with Section 1.2. Notwithstanding any other provision of this Arbitration Agreement, if Take-Two changes any of the terms of this Arbitration Agreement after the date you first accepted the Arbitration Agreement (or accepted any subsequent changes to the Arbitration Agreement), you may reject the new changes. To reject the new changes to the Arbitration Agreement, you must notify us in writing within 30 days of the effective date of the changes you seek to reject, as indicated by the "Last Updated" date above. Your rejection notice must be sent to:

Take-Two Interactive Software, Inc.
ATTN: LEGAL DEPARTMENT – REJECTION OF CHANGES TO ARBITRATION AGREEMENT
110 West 44th Street,
New York, New York, 10036

The rejection notice must include (1) your full name; (2) your mailing address; (3) your user account name, if you have one; and (4) a clear, signed statement that you reject the changes to this Arbitration Agreement. For clarity, if you previously accepted the Arbitration Agreement, your rejection of changes to the Arbitration Agreement does not mean that you opt out; you and Take-Two will still arbitrate any Dispute between you and Take-Two under the terms of the Arbitration Agreement as of the date you first agreed or the effective date of the last version of the Arbitration Agreement you accepted (as indicated by the "Last Updated" date above), whichever is later.

(12) **Severability.** Except as set forth in Sections 15.5(2) and (9), if any clause within this Arbitration Agreement is found to be invalid, unenforceable, or illegal, that clause or portion will be severed, and the remainder of this Dispute Resolution section will be given full force and effect.

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警告 有些人在觀看電玩遊戲中出現的閃光或圖形時可能會引發癲癇
(xbox.com/healthandsafety)。



產品支援:

<http://support.2k.com>

請注意，「NBA 2K25」的線上功能預計將可持續使用至
2026年12月31日，但我們保留在不另行通知的情況下修改或中斷線上功能的權力。
請前往 www.nba2k.com/status 來取得更多資訊。



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GAME CONTROLS (遊戲控制)

XBOX WIRELESS CONTROLLER (無線控制器)



XBOX WIRELESS CONTROLLER (無線控制器)

Basic Offense (基本進攻)	Control (控制)	Basic Defense (基本防守)
移動球員		移動球員
專家搖桿：運球動作/ 投籃/傳球		高舉雙手
背籃單打/保護/急停		鎖定防守
衝刺		衝刺
呼叫戰術/掩護控制		雙人包夾
圖示傳球		圖示切換
傳球（輕按）/大角傳球（按住）		切換球員（距球最近）
地板傳球（輕按） 花式傳球（按兩下） 取得空檔傳球（按住）		製造撞人犯規（按住） 假摔（按兩下）
投籃（點按） 投籃假動作/跳步（輕按） 轉身收球（按兩下）		抄截（點按） 蓄意犯規（按住）
高拋傳球（輕按） 空中接力（按兩下） 切入直傳（按住）		阻攻/搶籃板
遊戲介面		遊戲介面
比賽進攻計畫		比賽防守計畫
臨場執教進攻策略		臨場執教防守設定
臨場執教換人		臨場執教換人

ADVANCED OFFENSE (進階進攻)

Action (動作)	Input (輸入)
掩護控制	按住 LT 。用 RB 來選擇切入或拉開，點按 L 來選擇方向
普通傳球	輕按 A
地板傳球	輕按 B
高拋傳球	輕按 Y
花式傳球	按兩下 B
空中接力	按兩下 Y
自拋自扣	輕按 A + B ，並朝籃框推 L
取得空檔傳球	按住 B 來讓所選的接球者空手切入並嘗試取得空檔，放開 B 來傳球
傳球假動作	Y + B (站立或切入時)
跳傳	X + A
傳切戰術	按住 A 來保持對傳球者的控制，放開 A 以將球傳回給他
補灌/上籃 完成空中接力 (控制接球者時)	按住 X
專家搖桿傳球	RB + R
呼叫暫停	視圖按鈕

ADVANCED DEFENSE (進階防守)

Action (動作)	Input (輸入)
移動	L
快速移動	LT + RT + L

抄截	輕按 X
阻攻	Y
搶籃板	Y (球在空中時)
製造撞人犯規	按住 B
假摔	按兩下 B
阻絕球	靠近對手時按住 LT
鎖定防守	按住 LT
壓迫持球者	按住 LT 並朝運球者推 L
干擾投籃	快速推動並放開 C
高舉雙手	推住 R
阻擋接球	推住 R (執行無球防守時)
雙人包夾	按住 LT
圖示雙人包夾	輕按 LT ，然後按住想要用於執行雙人包夾之球員的動作鍵

PRO STICK™ (專家搖桿)

專家搖桿能賦予你前所未有的進攻控制方式。

PRO STICK™: SHOOTING (專家搖桿: 投籃)

Action (動作)	Input (輸入)
跳投	筆直朝下推住 R ，然後放開
招牌得分技	朝上推住 R ，球員投出球後放開 C
投籃假動作	開始跳投，然後快速放開 R
跑投/拋投 (切入距離)	朝下推住 R

Action (動作)	Input (輸入)
跳步收球 (切至籃下時)	按住 RT + 朝左下或右下推 R
轉身收球 (切至籃下時)	旋轉 L ，然後推住
普通上籃 (切至籃下時)	切入時朝上推住 R
歐洲步上籃 (切至籃下時)	朝右推住 R ，然後快速朝左推住 R (用右手運球時)
反手上籃 (沿著底線切入時)	朝最靠近底線之手的方向推住 L
快速挑籃	朝籃框切入時朝左或右推住 L
雙手灌籃 (切至籃下時)	RT + 朝上推住 L
慣用手/非慣用手灌籃 (切至籃下時)	RT + 朝左/右推住 R ，以使用此手灌籃
花式灌籃	RT + 朝下推住 R
掛框灌籃	持續推住 RT 來掛在籃框上
技巧灌籃	RT + 朝上推 R ，然後快速朝下推 R 。放開 R 來算準灌籃時機
跨步穿越	假動作投籃，然後在假動作結束前再次推住 R

PRO STICK™: DRIBBLING (專家搖桿: 運球)

Action (動作)	Input (輸入)	Context (情形)
三重威脅刺探步/跨步	朝左/右/上輕推 R	三重威脅
三重威脅假動作	朝下輕推 R	三重威脅
三重威脅進攻遲疑步	RT + 朝左或右輕推 R	三重威脅
三重威脅轉身突破	旋轉 R ，然後快速推回到中央	三重威脅
三重威脅後跨步	RT + 朝下輕推 R	三重威脅
招牌運球	朝多個方向快速推 A 並放開	運球
潰擊運球	朝上輕推 R	運球
遲疑步	朝右輕推 R (用右手運球時)	運球
內切後外帶	朝持球手方向右上/左上推 R ，然後快速放開	運球
交叉運球 (身前)	朝左上輕推 A (用右手運球時)	運球
交叉運球 (胯下)	朝左輕推 R (用右手運球時)	運球
背後交叉運球	朝左下輕推 A (用右手運球時)	運球
後撤花式運球	在開始進行遲疑步、交叉運球或背後交叉運球之前按住 RT ，然後快速放開	運球
轉身	從持球手方向推 R 繞過球員背後，然後快速回到中央	運球

半轉身	從運球手朝籃框方向將 R 轉 1/4 圈，然後快速回到中央	運球
後跨步	切入時朝下輕推 R	運球

POST MOVES (HOLD **LT** TO POST UP) (背籃動作 (按住 **LT** 鍵開始背籃))

Action (動作)	Input (輸入)
快速轉身/勾手進攻	旋轉 R
假動作	朝左/右/下輕推 R
變更朝向	朝上輕推 R
背籃墊步投籃	朝籃框的反向左/右推住 L ，然後輕按 X
背籃後撤步投籃	朝籃框的反向推住 L ，然後輕按 X
沉底步	朝籃框的方向左/右推住 L ，然後輕按 X

POST SHOTS (HOLD **LT** TO POST UP) (背籃投籃 (按住 **LT** 鍵開始背籃))

Action (動作)	Input (輸入)
背籃勾射 (近距離)	朝上推 R (L 保持在中央)
背籃晃肩勾射 (近距離)	朝下推住 R ，然後快速放開，朝左上或右上推住 R
背籃後仰跳投 (超過近距離)	朝下左或右下推 R
背籃上籃	朝上推 R (同時朝籃框推 L)
背籃晃肩後仰 (超過近距離)	朝上推住 R ，然後快速放開，朝左下或右下推住 R
投籃假動作	開始以上列出的一項投籃，然後將 L 推回到中央
上下假動作/跨步穿越	假動作投籃，然後在假動作結束前再次推住 R

TAKE-2U 服務條款

最後更新日期：2024 年 1 月 29 日

Take-2U Interactive Software, Inc. 是一間全球性公司，總部位於 110 W. 44th Street, New York, NY 10036, United States of America；其集團包括所有 Take-2U 實體和品牌 <https://www.take2games.com/labels/> (統稱為「Take-2U」、「我們」和「我方」)。本服務條款 (「協議」) 涵蓋我們為您提供我們遊戲、應用程式、產品、網站和其他服務 (「服務」) 以及虛擬物品 (定義見下文第 3 條) 和您的帳戶 (解釋見下文第 1.3 條) 的條款和細則。本協議是您與 Take-2U 之間的合法合約。存取我們的服務即表示您同意受本協議條款的約束。

本協議中的任何內容均不旨在限制或排除您居住的司法管轄區內任何強制性消費者法律的適用。如果您不同意本協議中的所有條款，則不得使用服務或任何虛擬物品，也不得建立帳戶。

請仔細閱讀本協議，並在查看以下部分時特別注意：

第 6 條 – 用戶規則****

您使用我們的服務包括幫助我們確保我們的社交和網上遊戲體驗對所有用戶、我們的員工和承包商都是包容和尊重的義務和責任。在使用服務、虛擬物品或您的帳戶時，您必須遵守第 6 條中的規則，包括行為準則。

第 15 條 – 強制性仲裁****

本協議包含一項強制性仲裁條款，以及對居住在美國和歐洲澳洲、瑞士、英國或歐洲經濟區以外的任何其他地區的所有用戶放棄集體訴訟和陪審團審判的權利。

對於所涵蓋的用戶，除非您透過第 15.5 (3) 條中的程序選擇退出，否則您將受到仲裁協議的約束。這代表您和 Take-2U 將要求透過最終且具有約束力的個人仲裁解決任何爭議，但有限的例外情況除外。仲裁條款免除您接受陪審團審判的權利，以及參與集體訴訟、團體訴訟和所有其他類型的法庭訴訟的權利。我們確認了解並明確同意強制性仲裁條款和集體訴訟 / 陪審團審判權棄聲明，除非您有效地選擇退出。

請參閱本協議第 15 條，了解有關強制性仲裁、對您的法律權利的影響以及您選擇退出的有限時間表的更多資訊。

1. 您對服務的使用。

1.1 年齡限制和法律責任。在本協議中，「您」是指與我們的服務互動的個人用戶；如果該用戶未滿 18 歲 (或您在國家/地區的最低法定成年年齡)，則「您」是指代表用戶簽署本協議的用戶父母或法定監護人。只有在您或您受監護的人年滿適用服務的最低年齡時，您或任何受您監護的人才可使用服務。未滿 18 歲 (或您在國家/地區法定成年年齡) 的未成年人，必須要求其父母或監護人查看並向他們解釋本協議，並且代表他們同意本協議。如果您代表未成年人接受本協議，您應負自未成年人使用服務，包括該未成年人使用的任何虛擬物品或帳戶。如果您是未成年人的父母或監護人，並且您代表他們同意本協議，則您同意您將對您的孩子對服務的所有使用負責，包括任何虛擬物品或帳戶，無論這些使用是否得到您的明確授權。您在使用或允許服務時的所有行為，包括您允許存取服務或您的帳戶的任何人的行為，均由您承擔法律和財務責任。1.2 對本協議的修改。我們保留隨時修改本協議全部或部分內容的權利。我們將盡力在修改後的協議生效之前通知任何此類修改通知您。如果您不希望同意修改後的協議的條款，則一旦修改後的合約生效，您可能無法再存取服務。在通知您修改後的協議時，我們將盡力告知您這一法律後果。主動接受修改後的協議，或在修改後的協議生效後繼續使用服務，即表示您同意受本協議修改條款的約束。如果您不想同意修改後的協議，您可以終止您對服務的使用，而無需向我們支付任何費用 (但您仍需對下文第 4 條中規定的任何到期應付任何數額的未付款項負責)。

1.3 您的帳戶。服務的某些內容可能需要建立一個帳戶，而對於其他服務，當您首次存取服務時，可能會自動為您建立帳戶 (分別稱為「帳戶」)。要建立帳戶，您可能需要提供您的年齡資訊和國家/地區，然後提供電子郵件地址、用戶名稱、密碼以及我們認為與建立您的帳戶有關的其他必要資訊。所有這些資訊將根據我們的隱私政策 (<http://www.take2games.com/privacy>) 進行處理和儲存。建立帳戶時，您必須提供有關您的準確、當前和完整的資訊。您有責任對您的用戶名稱和密碼保密。您亦不得出售、轉讓或分享您的帳戶或您的用戶名稱或密碼，並且如果您懷疑您的帳戶有任何未經授權的使用，您同意立即通知我們。我們有權以任何合法方式拒絕建立任何帳戶，我們保留根據以下禁止條款終止任何違反本協議的帳戶的權利，並根據我們的隱私政策 (<http://www.take2games.com/privacy>) 刪除任何帳戶資料的權利。

2. 有限許可。

2.1 我們保留如權產權的所有權利。我們和我們的許可方擁有並保留服務、虛擬物品和您的帳戶 (不包括可能提供服務的有任何形體的) 的所有權利、擁有權和權益，包括所有：(1) 資訊、文字、資料、檔案、數據、設計、圖形、藝術品、插圖、圖示、聲音、標題、主題、標題、標題、標題、地點、故事、情節、動畫、概念、遊戲效果、遊戲物品和遊戲內貨幣 (包括虛擬物品)；(2) 互動功能、遊戲玩法、操作方法和內容；(3) 服務、虛擬物品或您的帳戶的資料、組織和安排；以及 (4) 任何其他可受版權保護的材料。(2) 包括我們在內的各方的商標、徽標、商品名稱、商標外觀、服務標語和商標標識；以及 (3) 任何其他形式的知識產權 (上述所有內容稱為「內容」)。

2.2 您的個人非商業用途。根據本協議的條款，我們授予您存取和使用服務 (包括虛擬物品和您的帳戶) 的有限、非排他、不可轉讓的、不可再許可的、可撤銷的許可，以供您個人非商業享受。服務、虛擬物品或您的帳戶，包括內容，但不包括任何有形媒介，均為許可使用，均為許可使用。本許可僅供您個人使用，不授予您對任何服務、虛擬物品或您的帳戶 (或其任何功能或內容) 的任何擁有權。

2.3 限制。本協議中授予的有限許可不賦予您任何權利，您也不得出售、複製 (適用法律的「私人副本」例外情況除外)、出借、租賃、分發、反彙編、反編譯、解密、破解、從中獲取原始代碼、逆向工程 (取第 2009/24 號指令或其他適用法律的適用法律例外情況允許的情況除外)、修改、建立衍生作品、商業化或以其他方式利用服務 (包括內容)、彙編或修改您的帳戶。除非 Take-2U 提供允許此類行為的另行、明確書面條款，否則不得制訂任何服務中的任何內容都不授權以任何方式修改服務 (包括內容)、虛擬物品或您的帳戶來開發、培訓、增強或提供任何任職或人工智能工作的新資料，或據任何書面或人工智能工具，為免歧視而，特此明確禁止任何此類開發。(生成式人工智能工具) 是指使用機器學習、人工智能或機器學習的演算法或技術來建立或生成內容的任何工具或電腦程式，例如但不限於軟件代碼、書面文字、聲音或動態圖像、音樂視頻、音訊材料或其他基於文字、圖像、聲音提示的創造性作品，或其他輸入。如果我們根據以下規定終止您的帳戶或本協議，則我們向您授予的使用服務、虛擬物品、您的帳戶或任何內容的任何許可將立即終止。

2.4 法律效力。本許可可據推定某些合法權利。根據您在州或國家/地區的法律，您可能擁有其他權利。如果您在州或國家/地區的法律不允許，則本許可不會更改您在該州或國家/地區法律下的權利。

3. 虛擬物品。

「虛擬物品」是指任何虛擬貨幣、商品、物品、提升或效果，例如但不限於硬幣、點數、寶石、代幣、武器、車輛、卡片、外觀、威力提升、服裝、設備、獎券、獎牌、徽章或透過服務提供、從數碼商店購買、賺取或以其他方式獲得的任何其他遊戲內虛擬資產。虛擬物品是根據本協議條款而獲得許可。本協議中的任何內容均不得解釋為對上述虛擬物品之任何權限或擁有權益轉讓他人。虛擬物品僅對特定地點的用戶可用，除非您與相關數碼商店的協議中另有規定，否則如果您不在此處的地點，則不得購買或使用虛擬物品。虛擬物品只能兌換透過服務提供的內容，服務通常是特定於遊戲的。虛擬物品沒有貨幣價值，不能在服務之外使用，也不得出售、轉讓或兌換為服務之外的真實貨幣或有價值的物品，除非Take-Two提供例外。確立遊戲的條款允許此類行為。我們有權在通知或通知您的情況下隨時修改、刪除、移動、移除或暫停任何虛擬物品，且不對此承擔任何責任。我們可能會限制任何一款遊戲可能持有的虛擬物品數量，或您的帳戶中可能持有的總虛擬物品數量。我們可能會限制您持有或使用任何特定遊戲或服務其他方面相關的虛擬物品的期限。此外，購買或獲取的虛擬物品的價格和可用性可能會發生變化。您同意您對任何虛擬物品或您的帳戶沒有擁有權或其他權利。

4. 購買、結算和訂閱。

4.1 數碼商店。服務的某些方面和某些虛擬物品可能需要您透過我們或第三方營運的商店（個別稱為「數碼商店」）支付費用。向您提供這些服務的合的合作夥伴將是該數碼商店。您透過該數碼商店進行的購買受數碼商店規定的任何適用條款和細則（「商店條款」）的約束。我們這些條款和細則均透過引用納入本文件。您負責對此類數碼商店購買相關的所存費用，並且必須向數碼商店提供適當有效的付款資訊。如果數碼商店通知我們其在合理的努力通知後沒有收到您的全額付款，或者您違反數碼商店購買政策以及該政策獲得獎賞，我們可能會暫停或限制適用的服務或虛擬物品的供應。因未向數碼商店付款而暫停存取服務或虛擬物品可能會導致您無法存取和使用您的帳戶以及任何可獲獎賞，為免生疑問，如果您與您違反數碼商店條款而終止對任何服務的存取，我們對您並不承擔任何責任。

4.2 訂閱。服務的某些方面可以在訂閱的基礎上提供，在每個訂閱期間開始時自動進行定期付款（「訂閱」）。我們保留在提前三十 (30) 天發出通知後隨時修改此類功能的購買權利的權利。請注意，某些訂閱附加條款和細則的約束，這些條款和細則可能會修改以下條款。

(1) 購買。訂閱可以從數碼商店購買。要使用訂閱，您必須：持有與訂閱相關的產品或服務的有效權利；在數碼商店擁有一個有效的帳戶，包括註冊到該帳戶的當前、有效和可接受的付款方式；並且具有互聯網連接。數碼商店將在每個訂閱日期根據您選擇的付款方式收取適用的訂閱費（以及任何可選的投資）（「費用」）。購買後，您的訂閱將自動啟用。您將獲得註冊時列出的訂閱期間的權益。

(2) 自動續訂和取消。您的訂閱將於每個訂閱期結束時自動續訂，除非您在當前訂閱期結束前透過適用的數碼商店取消您的訂閱，否則數碼商店會根据您的付款方式向您自動續訂費用。您可以隨時取消訂閱，這將終止自動續訂。如果您取消，您將繼續獲得福利，直至訂閱在當前訂閱期結束時終止為止。請參閱商店條款以了解適用的退款政策（如有）。

(3) 訂閱變更。任何訂閱的條款和訂閱中包含的福利可能會隨時變更。福利變更可能包括更改或刪除先前申請的福利。Take-Two 亦可可在不少於三十 (30) 天通知的情況下隨時更改訂閱。任何此類更改都將在數碼商店的訂閱產品頁面上更新。您可能會在任何時候更改發生之前收到Take-Two 和/或數碼商店的電郵通知。請仔細閱讀您訂閱變更通知。如果您在收到訂閱條款（包括費用金額）或訂閱中包含的福利變更通知後沒有取消訂閱，則視為您已接受這些變更。變更將在您的訂閱自動續訂後，或您另行明確接受任何此類變更的日期（如較早發生）生效。

5. 用戶生成和自定義內容。

5.1 用戶生成內容（UGC）包括用戶透過服務建立、上傳或分發的所有數碼內容或通訊，包括但不限於：文字、帖文、音訊或視頻通訊；代碼、腳本、紋理、模型、地圖、檔案或其他資產或文件；照片、圖畫、視頻或其他音訊或視頻作品；以及與服務相關的任何反饋或建議。UGC 特別排除自定義內容（定義如下）。您對透過服務建立、上傳或分發的 UGC（您的 UGC）全權負責。您特此向我們聲明，您的 UGC 不會違反本協議，包括但不限於第 6 條中的條款。

5.2 對 UGC 的權利。您保留在您的 UGC 中根據適用法律可能擁有的任何權利（如有）。如果您確實擁有您的 UGC 的任何此類權利，包括任何版權或其他知識產權權益，則作為本協議中許可您與我們的交換，您特此授予我們不可撤銷的、全球性的、非排他的和可再許可的權利，以使用、複製、編碼、修改、改編、據以創作衍生作品、出版、分發、傳播、公開展示、向公眾傳播、公開表演，以及以其他方式在服務內或透過服務利用您的 UGC，或用於與服務相關的任何其他商業和非商業目的，包括但不限於改善服務、在與您的 UGC 相關的知識產權（包括這些權利的所有恢復、遺失和讓渡）的整個有效期間內，無需補償或通知。在不限制前述內容的情況下，本協議中授權Take-Two 的權利明確包括Take-Two 允許其任何用戶使用您的 UGC 作為我們服務營運的一部分的權利。透過建立、上傳或分發您的 UGC 至服務或透過服務建立、上傳或分發您的 UGC，您向我們聲明您擁有 UGC 的任何權利，並且您在上述中授予我們任何此類權利以及我們對這些權利的利用不會使您或侵犯任何第三方的權利。

5.3 自定義內容。我們的一些服務允許您使用我們的工具、編碼軟件、遊戲內功能或我們提供的其他功能（「我們的工具」）來編輯內容，以（例如）基於內容建立自定義產地、地圖、遊戲內資產、設計、服裝、角色、制服、課程、遊戲或其他內容（「自定義內容」）。自定義內容包括但不限於使用我們的工具建立的所有內容，包括建立自定義產地、地圖、豪華車輛、影片、遊戲內音訊錄製、遊戲剪輯和直播。您只能在服務和/或我們授權的情況下使用自定義內容。您對您建立的自定義內容全權負責，並同意此類自定義內容不會違反本協議，包括但不限於第 6 條中的條款。

5.4 自定義內容的權利。Take-Two 根據適用法律保留所有自定義內容的所有權利和擁有權。如果根據適用法律，您建立的自定義內容導致您持有該自定義內容的任何知識產權，則作為對本協議中授予您權利的交換，您特此在建立自定義內容時自願轉讓您所有自定義內容的所有權利、擁有權和利益，包括但不限於在此類知識產權的整個有效期間內在全世界範圍的所有知識產權（包括這些權利的所有恢復、遺失和讓渡）。如果儘管有上述轉讓，您仍出於任何原因仍保留自定義內容的任何知識產權權益或其他權利，則您特此授予我們不可撤銷的、全球性的、免版稅的、非排他的和可再許可的權利，以使用、複製、編碼、修改、改編、據以創作衍生作品、出版、分發、傳播、公開表演、向公眾傳播、公開表演，以及以其他方式在服務內或透過服務或與服務相關的任何其他商業和非商業目的使用您的自定義內容，包括但不限於改善服務，而無需補償或通知，在與此類自定義內容相關的知識產權的整個有效期間內（包括這些權利的所有恢復、遺失和讓渡）。在不限制前述內容的情況下，您不得根據Take-Two 的權利明確包括Take-Two 允許其任何用戶使用此類自定義內容作為我們服務營運的一部分的權利。

5.5 內容審核、刪除。我們沒有義務支持、維護、支援或作為您的任何UGC或您建立的自定義內容。我們不一定審查也沒有義務主動監控任何透過服務提供的任何UGC或自定義內容。我們不確認任何UGC或自定義內容的安全性、質量或原創性。UGC和自定義內容不代表Take-Two或其管理層、員工或與我們有關的任何其他人的觀點。您了解，我們可能會修改、移除、禁止、封鎖、隱藏、刪除或刪除任何UGC或自定義內容，並向相關當局報告任何UGC或自定義內容以及任何相關用戶資訊。根據我們在適用法律下的義務，如果由於您的UGC或您建立的自訂內容，我們對您的UGC或您從服務中建立的自定義內容採取不利行動，暫停或禁止您的帳戶，或以其他方式限制您存取部分或全部服務、虛擬物品或您的帳戶，我們將盡力通知您。

6. 用戶規則。

就本第 6 條而言，「服務」包括虛擬物品和您的帳戶；「材料」是指您的 UGC 和您建立的任何自定義內容。

6.1 禁止非法行為或未授權的商業利用。您同意：

(1) 您只能將服務用於合法目的，並遵守適用法律。

(2) 除非 **Take-Two** 提供另行、明確的書面條款允許您進行此類行為，否則您不得將服務用於任何金錢或其他有價值物品的投注。

(3) 您將把服務用於自己的個人非商業用途，除非 **Take-Two** 提供另行、明確的書面條款允許此類行為，否則您不得對服務進行商業利用。這包括參與、促成或鼓勵收集、銷售或交換未經 **Take-Two** 明確授權的任何服務 (包括但不限於任何虛假物品或帳戶)；促進、建立或維護任何未經授權的服務連接 (包括任何修改、模仿或以其他方式直接任何服務的未經授權內容)；以及透過任何方式 (例如真實貨品的貨幣價格之間) 建立或參與與服務或其價格差異。

6.2 尊重知識產權。您同意，您不會使用服務建立、上傳或分發任何侵犯任何第三方版權、商標或其他知識產權或以其方式違反第 5 條條款的材料。

6.3 行為準則。您同意：

(1) 您不會使用不正當或未經授權的手段干擾或對任何其他用戶按預期使用服務的能力造成不利影響；以獲得不公平的遊戲優勢；或者存取您沒有有效許可的虛擬物品或其他內容。這包括使用作弊器、未經授權的修改器、黑客攻擊、故障或其他技術漏洞，以及網絡釣魚、詐騙或社交工程。

(2) 您不會使用服務建立、上傳或分發任何違反或侵犯他人私隱的材料。這包括「人肉搜索」，即分享或偽造個人資料以使人人難堪、恐嚇、傷害或騷擾他人。

(3) 您不會使用服務建立、上傳或分發任何故意或蓄意捏造、虛假或欺詐的材料。您不會使用服務進行「垃圾郵件」，即重複或定期通過通訊渠道，破壞或干擾服務的營運。您不得向第三方產品或服務，或對任何其他用戶按預期使用服務的能力產生不利影響。

(4) 您不會使用服務建立、上傳或分發包含血辱、過度暴力、折磨或虐待動物的真實或令人震驚的真實描繪或描述的材料。這包括對此類內容的所有描述，無論材料是真實的還是被操縱的媒體、動畫、電腦生成的影像或其他數碼創作。

(5) 您不會使用服務建立、上傳或分發任何材料，也不會從事騷擾、宣傳或試圖正常化、鼓勵或故意導致他人飲食失調、自殺或其他身體自殘行為的行為。這包括被合理理解為促進或鼓勵他人進行身體傷害或族裔；飲用危險量的酒精、毒品或其他物質；以及從事或威脅進行自殘以恐嚇、操縱或脅迫他人材料或行為。

(6) 您不會使用服務建立、上傳或分發任何材料，也不會從事騷擾、欺騙或被合理理解為對他人的身體或言語具威脅性的行為。這包括諷刺性材料 and 行為，例如惡語、破壞、串流攻擊、假假報警或其他遊戲內的虐待行為。

(7) 您不會使用服務建立、上傳或分發任何材料，也不會從事色情、淫穢或性騷擾行為。這包括分發未經請求的或不受歡迎的性暗示材料；對他人進行未經請求或不受歡迎的性暗示；基於他人的實際、感知或假定性行為或性活動進行威脅或攻擊；或未經他人同意擅自分享他人的性暗示或露骨內容 (即「報復性色情」)。

(8) 您不會使用服務建立、上傳或分發任何描繪、宣傳或試圖正常化、鼓勵或故意導致未成年人性虐待的材料。這包括以任何方式未成年人性感化的材料，包括真實或操縱的媒體、動畫、電腦生成的圖像或其他數碼創作；與未成年人性行為或性活動進行性暗示或露骨內容的交流；以及向未成年人性取向或性取向材料，或與未成年人性取向材料。

(9) 您不會使用服務建立、上傳或分發任何材料，也不會從事騷擾、欺騙或支持暴力極端主義或恐怖主義的行為。這包括被合理理解為認可或支持極端主義暴力或此類行為實施者的任何材料或行為；以及宣傳極端主義意識形態或陰謀論、鼓勵或煽動對他人的暴力。

(10) 您不會使用服務建立、上傳或分發任何材料，也不會從事騷擾、欺騙或支持暴力極端主義或恐怖主義的行為。這包括被合理理解為認可或支持極端主義暴力或此類行為實施者的任何材料或行為；以及宣傳極端主義意識形態或陰謀論、鼓勵或煽動對他人的暴力。

(11) 您將遵守個別社區標準 (<http://www.take2games.com/community-standards>) 中規定的任何其他規則，這些規則可能適用於您在服務中使用特定遊戲、應用程式、產品或網站，所有這些都透過引用納入本文件。

(12) 除上述內容外，您不會使用服務建立、上傳或分發任何其他材料，也不會從事任何其他非法行為，也不會使用服務試圖或合謀實施本行為準則中規定的任何違規行為。

6.4 無技術漏洞。您同意：

(1) 您不會使用 IP 代理或其他方法來偽裝您的地點或居住地，包括但不限於規避對內容存取、存取限制或技術保護措施的地理限制；或從事根據現行的當地法律屬於非法的活動。

(2) 除非另有 **Take-Two** 提供的另行、明確的書面條款的約束，否則您不會透過遠程伺服器、虛擬 PC 或其他系統或網絡使用服務，您也不會將任何內容複製到這些系統或網絡，包括但不限於遊戲 (或聲稱能夠) 將這些服務或內容下載或流到一個或多個獨立的互聯網連接的系統或網絡。

(3) 您不會使用、推廣或提供任何錯誤、漏洞、利用、作弊、黑客攻擊、腳本、機器人程式、未經授權的修改器或其他旨在與服務惡意互動的方法，包括但不限於違反本協議；收集資訊或用戶資料；利用系統漏洞；規避內容審核或過濾系統；或以其他方式攪亂、更改或干擾任何服務的正常運行。

(4) 未經我們明確的事先書面同意，您不得對服務進行任何全部或部分反向工程、反編譯或反彙編 (歐盟 2009/24 號指令或其他適用法律規定的適用法律例外情況除外)、展示、執行、準備基於服務的衍生作品，或以其任何方式修改服務。

(5) 您不會使用服務分發、上傳或傳輸任何軟件、腳本、代碼或其他資訊 (包括但不限於任何病毒、蠕蟲、時間機械人、刪除機械人、特洛伊木馬、黑客攻擊或其他有害代碼)；或任何未經授權的方式修改或更改服務，或傳輸此類資訊。

6.5 支援或鼓勵違規行為。您同意不會對其他用戶上傳或試圖違反本協議的行為提供實質性支援。這包括提供財政支援；技術諮詢、專業知識或其他協助；或一再鼓勵從事違反本協議的行為。

6.6 適用於員工、代理人 and 承包商。為清楚起見，本第 6 條中的行為和禁止規則適用於您與 **Take-Two** 的員工、代理人 and 承包商的溝通和互動，包括但不限於我們的客戶支援、工程、安全或社區團隊中的個人。

6.7 違規行為的後果。如果您違反本協議，包括但不限於本第 6 條中的用戶規則 (不時修訂)，**Take-Two** 保留對您採取不利行動的權利，當中包括但不僅限於：重置與您的帳戶相關的部分或全部遊戲內進度；暫停您對部分或全部服務、虛擬物品或您帳戶的存取，根據以下終止條款將您對部分或全部服務、虛擬物品或您帳戶的存取，或關閉您的帳戶；禁止您再建立帳戶或存取服務；或採取適當的法律行動來執行本協議或您在適用法律下的其他權利。如果違反行為涉及對您自己或他人的生命或安全的威脅，我們認為非法的任何其他活動，我們可以通知執法部門或其他政府機構或監管機構，並提供我們自願採取的行動 (<http://www.take2games.com/privacy>) 中規定的任何相關個人資料。我們保留根據我們可能從第三方 (包括但不限於任何其他用戶、執法部門、政府機構或其他監管機構) 收到的資訊對您採取不利行動的權利。我們對您或任何其他用戶違反本協議的行為不承擔任何責任。

6.8 監控；用戶工具 and 自動化系統。我們可能 (但沒有義務) 用於各種不同目的積極監控服務的使用，包括防止作弊和黑客攻擊；確保您遵守本協議；對行本協議的條款；以及改善服務。

服務可採用審核和過濾系統，例如自動文字過濾器 and 內容或符號識別系統，旨在防止或停止分發違反本協議的材料。服務還可能包括用戶能夠控制與其他用戶互動的工具，例如允許用戶選擇加入遊戲內的文字聊天或語音聊天，或者允許用戶「靜音」或封鎖其他用戶。該服務可能設有舉報工具，無論是在遊戲內還是透過專門的支援網站，用戶都可以透過這些工具舉報違反行為的舉例行為，供我們審查。

上述功能和工具可能包含演算法、人工智能、機器學習或其他自動化系統，以幫助我們在有效維護用戶服務所需的規模和範圍內實現本條所述目的。審核和維護系統可能因服務而異，包括基於特定服務的內容、年齡評級或目標受眾。有關我們如何監控和收集有關服務使用的資料的更多資訊，請參閱我們的隱私政策 (<http://www.take2games.com/privacy>)。有關舉報違反我們政策的更多資訊，請瀏覽我們的客戶支援 (<http://www.take2games.com/support>)。

7. 內容報告：舉報除權：DMCA。

1) 凡有害或非內含內容。如果您知道服務中的任何 UGC 或自定義內容違反了本協議第 6 條中的用戶規則，包括行為準則，您可以使用遊戲內或我們相關客戶支援網站上的舉報工具通知我們。有關如何舉報違反用戶規則的 UGC 或自定義內容的更多資訊，請瀏覽我們的客戶支援 (<http://www.take2games.com/support>)。透過向我們提交任何此類通知，您確認您認真誠信地相信您舉報的 UGC 或自定義內容確實違反了協議，並且您的通知中提供的資訊屬準確和完整。

2) 侵犯版權或商標的通知。我們對符合「數位千年著作權法」17 U.S.C. § 512 (「DMCA」) 要求的版權侵權通知作出回應。如果您認為任何內容、UGC、自定義內容或服務的其他方式構成侵犯版權或盜用您的商標，請向我們的指定代理人提交涉嫌侵權的通知，並附上以下書面資訊：

- (1) 您的姓名、地址、電話號碼和電郵地址；
- (2) 您聲稱受到侵犯的受版權保護作品的詳細描述；
- (3) 您聲稱侵權的材料所在地點的網址或詳細描述；
- (4) 您聲明您有充分理由相信有爭議的使用未經版權擁有者、其代理人或適用法律授權；
- (5) 您聲明您的通知中的資訊是準確的，並且您是版權持有人或被授權代表版權所有人行事，及否則將受到偽造處罰；
- (6) 有爭議的版權持有人或授權代表其行事的人的親筆簽名或電子簽名。

3) 我們的指定代理人聯絡方式為：

服務提供者：Take-Two Interactive Software, Inc.
通訊地址：Take-Two Interactive Software, Inc.
110 W 44th Street New York, New York 10036
United States of America
Attention: DMCA Takedown Notice
電話：+1 (646)-536-2842
電郵：copyright@take2games.com

請注意，根據 DMCA，如果您故意提交材料或活動屬侵權，您可能要承擔損害賠償 (包括費用和律師費)。禮請注意，您的版權侵權通知中提供的資料可能提供給涉嫌侵權材料的負責人。

4) 更改版權政策。如果您多次違反本協議，例如侵犯我們的知識產權、違反行為準則或侵犯第三方的權利，我們保留對您採取不利行動的權利，當中包括但不限於：暫停您存取部分或全部服務、虛擬物品和/或您的帳戶；根據以下條文關閉您的帳戶；禁止您將來建立帳戶或存取服務；或採取適當的法律行動來執行本協議或我們在適用法律下的其他權利。

8. 更新和功能。

8.1 更新和修改。我們可能提供繼續使用服務所需的服務、虛擬物品或您的帳戶的修補程式、更新或升級，包括自動或「後台」更新，而無需通知您。此類更新受本協議約束，除非更新前帶其他條款。在這種情況下，這些其他條款適用。我們沒有義務提供任何更新。我們不保證我們將支持您許可、獲得或購買任何部分服務的系統或設備的版本，除非我們已帶其他資訊提出聲明。您可以出於合理理由隨時修改、更改或暫停我們的任何服務、虛擬物品和/或您的帳戶，而無需您承擔額外費用。合理理由包括但不限於：我們的服務、虛擬物品或您的帳戶 (例如提供新服務、虛擬物品或內容) 的改善；遊戲平衡、漏洞修復或防止或反利用所需之更改；由於新的技術環境或用戶數量的增加或減少而需要的更改；涉嫌或實際侵犯知識產權；我們許可的第三方許可或其他第三方方案要求的變更，因任何原因終止我們與第三方的協議；由於第三方停止提供與我們的服務、虛擬物品或您的帳戶相關的服務或功能；具體和可查獲的公開市場成本的變化；或其他與保障第三方安全的必要提升，或其他重大、法律、監管或安全原因。

8.2 自動生成的玩家。作為服務的一部分，我們可能會為您提供與朋友或其他對手或其權利。為了確保您找到技術水平合適的對手，其中一些匹配的對手可能是自動生成的、由電腦控制的玩家，他們看起來和玩起來都像真人。

8.3 可用性、服務、內容或您的帳戶可能會在有限的时间內提供，也可能因您的地區或裝置而異。如果您更改地區，在不影響我們在適用法律下的可移植性義務的情況下，並根據您與遊戲商店的協議，您可能需要重新獲取您在之前的地區支付或獲得的某些服務、虛擬物品或內容。同樣，如果您更改地區，如果您所在的新地區的法律禁止某些服務、內容或虛擬物品，則您可能無法再存取您在之前的地區可以存取的這些服務、內容和虛擬物品。

8.4 第三方服務。您可以透過服務存取或取用不屬於 Take-Two 或由我們控制的第三方營運的內容、軟件、應用程式、產品、網站、平台、功能和服務 (「第三方服務」)。如果您選擇存取、交易、啟用或以其他方式與此類第三方服務互動，則您應正在指示適用的第三方賣方向您提供此類第三方服務。您應對與第三方的交易負責。當您使用我們的服務存取第三方服務時，與第三方服務相關的任何適用使用條款將約束您對該第三方服務的使用。我們不認可透過服務提供或行銷的任何第三方服務。我們不會將任何知識產權作為任何第三方服務的一部分授權給您，我們也不對您或其他人的任何第三方服務或您在任何這些服務時可能遇到的結果、資訊、內容或互動負責。您對使用此類第三方服務時可能遇到的結果、資訊、內容或互動的任何疑慮都應直接諮詢此類第三方服務的提供者。

8.5 基於互聯網的服務。服務可能需要透過無線或行動網絡連接到互聯網，因此可能會接收到有關您用於連接服務的裝置、系統和軟件的某些精準資訊。此類資訊由我們根據我們的隱私政策 (<http://www.take2games.com/privacy>) 收集和使用。您完全負責您的互聯網連接的維護和可靠性，並承擔您透過任何無線或線路網絡存取服務可能產生的任何使用費用。

8.6 第三方廣告。某些服務可能包括第三方網站、內容、商品、促銷或服務的廣告或連結 (「第三方廣告」)。我們不對任何第三方廣告的內容負責，也不對其進行控制，在服務中包含此類第三方廣告並不代表我們認可或批准此類第三方廣告或此類第三方廣告的第三方提供者的網站、內容、商品、促銷、服務或商業關係。

9. 您對我們的責任。

您同意為 Take-Two 辯護、賠償並使其免受因以下情況引起或與其相關的任何和所有直接責任、損害、損失：(1) 您違反本協議；(2) 您提供的任何資訊或內容在我們根據本協議使用時侵犯了您的權利；以及 (3) 您的違法行為或不作為。我們可以自費協助您對任何需要賠償的事項進行辯護。在這種情況下，您同意與我們合作，我們將

採取合理措施減輕我們的損失。但是，對於因 Take-Two、Take-Two 高級職員的員工、承包商或代理人的疏忽作為或不作為、欺詐或故意不當行為而產生的或與之相關的任何責任、損害或損失，或者在您不對違約行為負責的範圍內，您無須對 Take-Two 進行賠償。

您全權負責使用服務、虛擬物品或您的帳戶所產生的任何第三方費用。

10. 終止。

您可以隨時停止使用服務、虛擬物品或您的帳戶，並透過銷毀或刪除您擁有的任何材料或軟件的所有副本和/或刪除您的帳戶來終止本協議。此外，您可以根據我們的私隱政策 (<http://www.take2games.com/privacy>) 隨時要求我們刪除您的帳戶和您的個人資料。

對於無限期提供您的任何服務、虛擬物品/或帳戶，我們有權隨時以任何方式決定終止本協議以及您對服務、虛擬物品和帳戶的存取，或停止提供此類服務。如果您有合理的方式與我們聯絡，並且在可行的情況下，我們將盡力在任何此類服務終止或停止生效之前合理地通知您。如果事先通知您屬不可行，我們將盡量在之後立即通知您。如果您的慣常居住地在美國，則雙方因正當理由提出特別終止的權利不受影響。如果考慮到個別案件的情況並權衡雙方的利益，不能合理地期望終止方繼續保持合約關係，直到協議終止或通知期到期，則存在正當理由。

如果您出現以下情況，我們可能會立即終止或暫停您存取服務、虛擬物品、內容和/或您的帳戶的任何方面的權利，違反本協議：以欺詐、非法或任何非預期的方式使用服務、虛擬物品或您的帳戶；對我們提出任何不列於此處；或者如果您有法律義務這樣做。如果我們決定終止或暫停您存取全部或全部服務、虛擬物品或您的帳戶的權利，我們將嘗試在此類終止之前通知您，除非該行動是根據本協議中我們通知您的法律義務而採取，或者如果我們這樣做屬不可行。

您確認並同意，如果本協議終止（或我們終止您根據本協議條款存取任何服務、虛擬物品、內容或您的帳戶的權利），則根據本協議授予您的許可（或與此類服務、虛擬物品、內容或帳戶有關的許可）應立即終止。

11. 光敏性癩癩發作警告。

極少數人在暴露於某些光線模式或閃光，包括某些電子遊戲中出現的一些視覺效果時可能會出現癩癩發作。甚至沒有癩癩病史或光敏性病狀的人也可能會出現症狀。如果您或您的人患有癩癩或光敏性疾病，請在玩我們的任何電子遊戲之前諮詢您的醫生。

如果您在玩我們的任何電子遊戲時出現以下任何症狀，請立即停止使用，並在重新玩遊戲之前諮詢您的醫生：頭暈、視力改變、眼瞼或肌肉抽搐、意識喪失、定向障礙、任何不自主運動或抽搐。

12. 其他。

12.1 概述。本協議，以及與之相關的任何文件或政策，是您和我們之間關於您使用服務（包括虛擬物品和您的帳戶）的完整協議。它取代了您和我們之間關於您使用相同內容的任何先前書面協議。您同意我們可以隨時轉讓本協議的全部或部分。如果我們的轉讓導致我們作為締約方發生變化，您有權終止本協議。您不得轉讓您在在本協議項下的權利或義務，也不得轉讓使用服務、虛擬物品或您的帳戶的任何權利。如果您的慣常居所存在德國，則上述句子不適用於您因本協議而對我們提出的任何金錢索賠。如果本協議的任何條款因任何原因被認定為不可執行，則該條款應僅在必要的範圍內進行修改以使其可執行，並從本協議中完全刪除。本協議的其餘條款應保持有效。第 1 條、第 2.1 條、第 2.2 條、第 2.3 條、第 4 條、第 5 條、第 6 條、第 8 至 15 條以及本協議終止後適用的條款將終止或取消後繼續有效。任何一方均可披露與本協議或服務使用相關的資訊，以滿足任何法律、法規、法律程序或政府要求。

12.2 出口法。您必須遵守適用於服務、虛擬物品或您的帳戶的所有適用國內和國際出口法律法規（可能會不時修改），其中包括對目的地、用戶和使用的限制。您同意不使用、出口、再出口/下載或以其他方式將服務、虛擬物品或您的帳戶的任何部分轉移到美國禁運貨物的任何國家/地區（或其國民或居民），或美國財政部特別指定國民和被封鎖人員名單以及外國資產控制辦公室 (OFAC) 管理的其他制裁名單上的任何人。您聲明並保證，您不位於禁運國家/地區，不受禁運國家/地區制裁，也不屬於禁運國家/地區的國民或居民，您也不是特別指定的國民或被封鎖人員。

13. 聯絡我們。

如果您對服務、虛擬物品、您的帳戶或本協議有任何疑問或疑慮，請瀏覽 Take-Two 的客戶支援 (<http://www.take2games.com/support>) 並提交請求單。Take-Two 的客戶支援 (<http://www.take2games.com/support>) 為您提供了一個單一、完整的聯絡點，以便與 Take-Two 進行溝通。

希望聯絡 Take-Two 的執法部門、監管機構、國家當局和可靠的檢舉者必須瀏覽 Take-Two 執法事宜 (<http://www.take2games.com/law-enforcement>) 並遵循其中規定的指示，以便與 Take-Two 通訊並提供有效服務。Take-Two 執法事宜 (<http://www.take2games.com/law-enforcement>) 為執法部門、監管機構、國家當局和可靠的檢舉者提供一個單一、完整的聯絡點，以便與 Take-Two 及其法律代表進行溝通。

14. 管轄法律、爭議和責任：澳洲、瑞士、歐洲經濟區、英國。

如果您慣常居住在澳洲、瑞士、英國或歐洲經濟區的任何地區，本第 14 條的條款適用於您與 Take-Two 簽訂的法律合約。如果您慣常居住在這些地區或司法管轄區之外，請參閱下文第 15 條。

14.1 適用法律和管轄權。本協議應受您居住國法律管轄並根據其進行解釋，不考慮法律衝突規則。所有爭議的專屬管轄權是您的慣常居住地國家/地區的主管法院。

14.2 我方責任限制。在任何情況下，對於因服務或本協議引起或與之相關的任何不可抗力事件造成的任何間接損失或損害，或與不可抗力事件而違反其義務的行為，Take-Two 均不承擔任何責任。本協議中的任何內容均旨在排除適用法律不能排除的任何不可排除權利或損害，包括但不限於因我們的疏忽導致的欺詐、死亡或任何人身傷害的任何責任。

如果您何適用法律規定對我方提供而與本協議有關的任何貨物或服務有擔保，並且不能排除我方未能遵守該擔保的責任（但可能是有限），則我方對該等未能遵守的責任僅限於（原歸我方所有）：在供應貨物的情況下，我方更換貨物或供應同等貨物、修理貨物，或向您提供全部或部分退款；或在提供服務的情況下，我們再次提供服務、為您提供未使用部分的退款或減少價值的補償。

15. 管轄法律、爭議和責任：美國和世界其他地區。

如果您慣常居住在美國或澳洲、瑞士、英國以外的任何地區或歐洲經濟區的任何地區，本第 15 條的條款適用於您與 Take-Two 簽訂的法律合約。如果您慣常居住在澳洲、

瑞士、英國或歐洲經濟區的任何地區，請參閱上文第 14 條。

15.1 爭議法律管和管轄權。本協議在紐約州訂立，受紐約州法律管轄並根據紐約州法律進行解釋，不考慮法律衝突規則。除非第 15.5 條另有明確規定，您和 Take-Two 之間的所有爭議的專屬管轄權均位於紐約州紐約的州法院和聯邦法院，您和 Take-Two 均接受專屬管轄權，並放棄在此類法院對管轄地的所有異議。

15.2 保證免責聲明。在適用法律允許的最大範圍內，服務「按原樣」、「可用」和「包括所有瑕疵」向您提供。Take-Two、任何數碼商店，以及我們或其各自的任何高級職員、董事、經理、員工、代理或許可方，均不對軟件、內容、第三方服務或其他服務做出任何明示或暗示、法定或任何其他形式的隱含、保證、承諾或擔保。Take-Two 和任何數碼商店均不保證服務或第三方服務準確可靠、不間斷、及時、安全、無錯誤或無病毒。在當地法律允許的最大範圍內，Take-Two 和每個數碼商店都不承擔任何隨合同的保證，包括但不限於、適銷性、特定用途的適用性和令人滿意的質量。

15.3 有限硬件保證。我們向服務的原始消費者保證，包含服務的實體儲存媒介（「商品」）（如有，在正常使用下，自購買之日起 90 天內不存在材料和工藝缺陷。如果在原封購買後 90 天內發現商品存在缺陷，只要商品仍由我方生產，我方同意在 90 天內收到商品（即實付貨），並附有購買日期證明）後免費更換相應的缺陷商品。如果商品不再可用，我們將提供換貨同等或更高價值的類似商品的權利。本保證僅適用於我方發售於此項目的商品，不適用於非常應標。如果更換的缺陷是由於濫用、誤用、不當使用或疏忽或商品而產生，則本保證不適用。在適用法律允許的最大範圍內，本保證代替所有其他明示或暗示的保證。

請聯絡我們的客戶支援 (<http://www.take2games.com/support/>) 以獲得上述有限保證的幫助。

15.4 我方責任限制。在適用法律允許的最大範圍內，在任何情況下，Take-Two 或任何數碼商店都不對您承擔因服務或本協議引起或與之相關的任何間接、特殊、附帶、懲戒性或懲罰性或懲罰性損失或損害，或系統故障或故障造成的損害，或利潤、資料、使用、業務或貨物損失，無論是合約的、侵權性的或基於其他法律或衡平法理論中產生。

如果您有任何依據要求賠償因服務或違反本協議而產生的損害，您同意您的專屬補救措施僅限於收回您的損失，且最高責任僅限於 500 美元或等於您的索賠發生之日前 24 個月內在索賠中所受服務上花費的金額，以較高者為準。

本協議中的限制和免責聲明並不旨在限制消費者或改變您作為用戶的權利。根據適用法律，這些權利不能被排除或限制。就本協議而言，任何關於排除或限制某些損害賠償的規定在新澤西州不適用於懲罰性損害賠償、資料損失和財產損失或損害。

15.5 爭議解決。具有約束力的個人仲裁：放棄集體訴訟和陪審團審判。如果您遇到無法透過聯絡我們的客戶支援 (<http://www.take2games.com/support/>) 來解決的服務問題，本第 15.5 條（「仲裁協議」）解釋了您和 Take-Two 如何同意透過具有約束力的個人仲裁解決任何爭議，但有以下有限的例外情況。

請仔細閱讀本條內容——它會影響您的合法權利，包括您在法庭上提出訴訟和讓陪審團審理您的索賠的權利。

(1) 具有約束力的個人仲裁：您和 Take-Two 同意，如果未能透過以下所述的非正式談判程序解決，我們之間的任何爭議都應根據本仲裁協議由具有約束力的個人仲裁獨家解決。根據第 15.10 (10) 條中的除外條款，「爭議」是指由服務引起或與之相關的任何爭議、索賠或爭論，包括與任何協議或仲裁協議的形成、違約、終止、執行、範圍、有效性或適用性相關的爭議、索賠或爭論，或您在這些協議下的權利。所有爭議均受仲裁協議管轄，無論爭議是在您接受本協議之前還是之後產生。

仲裁員（非聯邦、州或地方法院或政府機構）應具有解決任何爭議的專屬權力，包括與本仲裁協議的解釋、適用性、可執行性或形成有關的爭議，以及仲裁協議全部或部分無效的任何爭執。仲裁員還應有權確定所有有關仲裁性問題，包括與本協議或仲裁協議是否不合理或虛幻有關的問題。仲裁協議是否已根據適用法律予以廢除；以及對仲裁的任何抗爭，包括索賠、延期、索賠或禁止反言。仲裁員可以採取與法院相同的補救措施，但僅限於解決爭議所需的範圍。

(2) 集體訴訟/陪審團審判棄權。您和 Take-Two 各自放棄在任何法庭上涉及任何爭議的任何訴訟或程序中由陪審團審判的所有權利。您和 Take-Two 各自放棄參與任何所說的集體、團體、或代表或併訴訟或程序的所有權利。除非您和 Take-Two 另有約定，否則仲裁員不得合併或加入多於一人一方的索賠，也不得主持任何形式的合併、代表、團體或集體訴訟。所有爭議應僅在個人、非集體和非代表性的基礎上進行仲裁。這代表者仲裁員將與任何其他爭議分開。透過 Take-Two 解決您的個人爭議，並自您的爭議不與其他他人或一方的索賠合併或併案處理。仲裁員僅可就對裁判的一方作出適用法律允許的裁判，但在適用法律允許的最大範圍內，不得對尋求救濟的單方當事人以外的任何人判決救濟。如果任何法院或仲裁員確定本集體訴訟/陪審團審判豁免因任何原因失效或不可執行，或者仲裁可以在集體基礎上進行，則本仲裁協議應視為完全無效。您和 Take-Two 應被視為由未同意仲裁爭議。

(3) 適用性：您選擇進出的權利。這一具有約束力的個人仲裁要求不適用於您所在國家、地區或居住地法律禁止的範圍。您有權選擇退出本仲裁協議。您必須在首次接受本協議之日起 30 天內書面通知我們（「退出通知」），除非適用法律要求更長的期限。

您的退出通知必須發送：

Take-Two Interactive Software, Inc.
ATTN: LEGAL DEPARTMENT – ARBITRATION OPT-OUT
110 West 44th Street,
New York, New York, 10036

退出通知必須包括：(1) 您的全名；(2) 您的郵寄地址；(3) 您的帳戶名稱（如有），以及 (4) 一份明確、已簽署的聲明，表明您不同意仲裁協議。您有責任確保我們收到您的退出通知；因此，您可能希望使用提供書面送達收據的送達方式發送通知。

(4) 爭議解決程序。除根據第 15.5 (10) 條提出的索賠外，您和 Take-Two 之間的任何爭議必須透過以下步驟解決：

第一步：爭議通知。如果您與我們有爭議，您必須向我們發送書面爭議通知（「爭議通知」），地址如下：

Take-Two Interactive Software, Inc.
ATTN: LEGAL DEPARTMENT – NOTICE OF DISPUTE
110 West 44th Street,
New York, New York, 10036

為了被視為完整，您的爭議通知必須包括以下資料：(1) 您的姓名、(2) 您用於存取服務的帳戶名或註冊電郵地址、(3) 您的郵寄地址、(4) 如何聯絡您、(5) 問題是甚麼，以及 (6) 您希望我們對此做些甚麼。

如果 Take-Two 與您有爭議，我們將把爭議通知發送到您的註冊電郵地址和您提供給我們的任何帳單地址，或者，如果這些選項不可用，則發送到您提供給我方的其他合理聯絡資料。

第二步：非正式協商。為了幫助我們更快地達成解決方案並降低雙方的成本，您和 Take-Two 同意首先嘗試對任何爭議進行至少 30 天的非正式協商。這些非正式協商將在您或 Take-Two 收到書面爭議通知的當天開始。

第三步：具有約束力的仲裁。如果我們無法非正式解決爭議，則爭議（下文第 15.5 (9) 和 (10) 條規定的除外）將完全透過司法仲裁調解服務公司 (Judicial Arbitration/Mediation Services, Inc.) (<https://www.jamsadr.com/>) [(JAMS)] 根據本仲裁協議、《美國聯邦仲裁法》和聯邦仲裁法的條款進行的具有約束力的個人仲裁來解決。

(5) 仲裁請求。開始個人仲裁的一方必須向 JAMS 發送「仲裁請求」（使用其網站上的表格），支付任何適用的申請費，並將仲裁請求副本郵寄給對方。如果您與我們有爭議，您必須將您的仲裁請求副本發送至此：

Take-Two Interactive Software, Inc.
ATTN: LEGAL DEPARTMENT – DEMAND FOR ARBITRATION
110 West 44th Street,
New York, New York, 10036

Take-Two 將把我們的仲裁請求副本發送到您的註冊郵地址和您提供給我們的任何帳單地址，或者，如果這些選項不可用，則發送到您提供給我們的其他合理聯絡資料 (6) 個人仲裁程序。

規則。您和 Take-Two 之間的個人仲裁將根據 JAMS 自爭議通知之日起發佈的簡化仲裁規則和程序（「JAMS 規則」）進行，並經本仲裁協議修改。請瀏覽 www.jamsadr.com (<http://www.jamsadr.com>) 以解更多關於 JAMS 和 JAMS 規則的資訊。您和 Take-Two 同意，仲裁將以英語進行，仲裁員將受本仲裁協議的約束。

處理和證據。本案件的證應僅限於出示與案件中的最大問題或案件結果直接相關的文件。仲裁員應根據「聯邦證據規則」就證據的可採性或相關性作出所屬裁定。處置證據和聽證地點。仲裁員應允許作出處置性動議，並決定出席仲裁程序的地點和方式 (如有) 符合 JAMS 規則之規定。

保密。仲裁員應發布命令，規定仲裁程序以及與該程序相關的所有通知、訴狀、動議、證據開示回應、證詞和交換或提交的文件均應嚴格保密。費用。雙方將承擔 JAMS 規則確定的任何仲裁費用。

決定與裁決。仲裁員（而非法官或陪審團）將解決爭議。除非另有約定，否則任何決定或裁決均應規定裁決的事實和法律依據。仲裁員只能裁決適用法律或衡平法允許的、由「聯邦證據規則」確定的可信相關證據支持的補救措施。除非 Take-Two 明確同意，否則仲裁員不得就執行以外的任何人對 Take-Two 作出救濟裁決。任何具有裁權的法院將任何決定或裁決作為最終判決強制執行，或者，如適用，向該法院申請司法接受任何裁決和強制執行。仲裁員的裁決是最終的，對雙方都有約束力，但該裁決根據《美國聯邦仲裁法》進行的有限審裁除外，並且可以像任何其他法院命令或判決一樣強制執行。

(7) 索賠時限。在適用法律允許的範圍內，如果必須對爭議進行仲裁，您或 Take-Two 必須在引發爭議的事件發生後兩 (2) 年內開始對所有爭議進行仲裁。如果適用法律要求您在爭議首次出現後兩 (2) 年內就爭議提出索賠，則您必須在較早的時間段內開始仲裁。Take-Two 鼓勵您儘快將爭議告知我們，以便我們能夠努力解決。未能及時參與爭議解決將永久禁止所有索賠。

不可仲裁的索賠。儘管本協議有任何相反規定，如果仲裁員不能合法確定或裁決特定的法律或衡平法問題或救濟，則該索賠或救濟應暫停，直到所有其他索賠和救濟最終確定並完成仲裁。此後，剩餘的索賠必須在紐約州紐約縣具有管轄權的聯邦或州法院提出訴訟。如果有正當理由，則該法院可以裁定剩餘的補救措施。在允許任何索賠以集體、團體、合併、群體或代表的方式進行的情況下，此類索賠必須在紐約州紐約縣具有管轄權的聯邦或州法院提出訴訟，並且雙方同意，在仲裁中的任何個人索賠結束出來之前，這些索賠的訴訟應暫停。在本第 15.5 (8) 條所述的所有情況下，聯邦或州法院應根據仲裁員的裁決，受索賠方同意排除原則的約束。在適用法律允許的情況下，任何一方均可將州法院提出的訴訟移送聯邦法院。

(8) 例外情況——集體仲裁程序。

集體仲裁。「集體仲裁」是指與相同或類似主題有關的 5 個或更多人的爭議，這些爭議具有共同的法律或衡平法問題，或者代表此類爭議各方的律師或其他組織屬相同、合作的或協同工作。「集體仲裁爭議」是指構成集體仲裁一部分的個人爭議。本條中的任何內容均不得解釋為授權進行合併、代表、團體或集體訴訟。Take-Two 保留對任何仲裁請求和索賠人的所有權利和辯護。

集體仲裁規則。儘管雙方同意由 JAMS 管理所有爭議，但您和 Take-Two 同意，如果您的爭議是（或成為）集體仲裁爭議，則不受 JAMS 規則管轄或由 JAMS 管理。相反，集體仲裁爭議應由 New Era 管理，並提交受管轄仲裁程序有效的 New Era 規則管轄，不包括任何允許集體仲裁的規則（「New Era 規則」）和本仲裁協議。New Era 規則可在 www.neweraadr.com/rules-and-procedures (<https://www.neweraadr.com/rules-and-procedures/>) 上查閱。為清楚起見，New Era 規則應根據本仲裁協議的條款進行修改。

批置仲裁開始。為了促進集體仲裁的有效解決，在接受了與單個大規模仲裁有關的 60 個集體仲裁爭議（「初始批次」）後，New Era 不得接受任何與此類集體仲裁相關的額外仲裁要求。直到初始批次中所有領頭羊案件的最終裁決以及 New Era 規則規定的後續和合議裁決部分後 60 天為止。此外，與正在進行的集體仲裁有關的任何其他集體仲裁程序可根據 New Era 規則以相同條款接受和解決。有如此類集體仲裁爭議已作為初始批次的一部分提交和接受後，在計算根據本仲裁協議提出爭議的相關時限時，應扣除根據本規定接受集體仲裁爭議的延遲。Take-Two 和任何根據本條款可能被延遲的集體仲裁爭議的一方可以同意放棄延遲，並將此類集體仲裁爭議納入初始批次。您應認真協商合作，以實施此基於批次的程序。

集體仲裁的可分割性。如果任何法院或仲裁員因任何原因認定本第 15.5 (9) 條有效或不執行，或者如果 New Era 聯邦法院將任何集體仲裁爭議作為集體仲裁進行管理，則本協議應被視為完全無效。您和 Take-Two 應視為由未同意到此類爭議進行仲裁。

(10) 排除在仲裁之外。儘管雙方決定透過具有約束力的個人仲裁解決所有爭議，但您和 Take-Two 可以向州或聯邦法院提出訴訟，僅主張以下任何一項索賠：專利侵權或無效；版權侵權（包括但不限於在違反或逃過此本協議項下的權利保護基於服務的使用）；侵犯精神權利；商標侵權；商業秘密盜用；或電腦欺詐和應用。爭議的任何一方均可就法院管轄範圍內的任何個別爭議或索賠向小縣索賠法院尋求救濟，包括在此基礎上尋求將本仲裁協議項下的未決仲裁轉移到小縣索賠法院。

對仲裁條款變更的限制。我方可根據第 1.2 條自行決定更新本協議，包括仲裁協議。儘管本仲裁協議有任何其他規定，如果 Take-Two 在您首次接受仲裁協議（或接受本協議的任何後續變更）之日後更改了本仲裁協議的條款，您可以拒絕新的變更。若要拒絕仲裁協議的新變更，您必須在您試圖拒絕的變更生效之日起 30 天內以書面形式通知我們，如上述「最後更新」日期所示。您的拒絕通知必須發送至此：

Take-Two Interactive Software, Inc.
ATTN: LEGAL DEPARTMENT — REJECTION OF CHANGES TO ARBITRATION AGREEMENT
110 West 44th Street,
New York, New York, 10036

拒絕通知必須包括 (1) 您的全名；(2) 您的郵寄地址；(3) 您的用戶帳戶名稱（如果有的話）；以及 (4) 一份聲明，已簽署的聲明，表明您拒絕對本仲裁協議進行變更。為清楚起見，如果您通知了拒絕仲裁協議，您拒絕對仲裁協議的更改並不代表您將退出；自您首次同意之日或您接受的仲裁協議的最後版本生效之日（如上文「最後更新」日期所示）起，您和 Take-Two 仍將根據仲裁協議的條款對您和 Take-Two 之間的任何爭議進行仲裁，以除者為準。

(12) 可分割性。除第 15.2 (2) 條和第 9 (9) 條規定外，如果本仲裁協議中的任何條款被認為無效、不可執行或非法，則該條款或部分將被裁掉。本爭議解決部分的剩餘

部分將完全有效。

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