

CYBERPUNK 2077 – END USER LICENCE AGREEMENT

Last updated: December 10, 2020

Hello and thanks for your interest in Cyberpunk 2077! We have created this Agreement to explain what you can (and cannot) do with Cyberpunk 2077. We put it together as simply as we can legally, with some informal short summaries to help you understand what it means. The short summaries on the right have been handled by a Night City native, a real cyberpunk who knows what's what when it comes to translating legal-speak. But, just so you know, it's the full text on the left that's important/legally binding.

SHORT SUMMARY:

1. This is a legal agreement between you, dear gamer, and us, i.e. CD PROJEKT RED, regarding Cyberpunk 2077.
2. We grant you the right to play Cyberpunk 2077 and we sincerely hope you will enjoy it. We spent several years working on it, so let us add that it is our creation and remains our intellectual property. This won't limit you in having fun with it though, will it? ;)
3. In this Agreement you'll find examples of things we ask you not to do with Cyberpunk 2077. There are also necessary legal matters around things like arbitration and liability and whatever else lawyers need (but we try to be as fair as we can).
4. We love what our fans make, so we made some Fan Content Guidelines [<https://cdprojektred.com/fan-content>] to help show what's OK and what isn't. Just to be clear for all of you doing Let's Plays and streams, we're totally fine with these (including you monetizing them) as long as you follow our Fan Content Guidelines [<https://cdprojektred.com/fan-content>] (e.g. please do not put them behind paywalls).
5. We want to be clear with you about what data we do/don't collect and what we use it for, and we take it seriously, so please check out our [Privacy Policy](https://regulations.cdprojektred.com/privacy_policy) [https://regulations.cdprojektred.com/privacy_policy].
6. We may update this Agreement in the future, and when we do we will post an updated version online. We're not huge fans of rules but if you go BIG time against these, you may lose access to the game (temporarily or permanently). We're sure everything will be fine, but the legal folks said the point has to be there.

FULL TEXT	QUICK SUMMARY
1 ABOUT THIS AGREEMENT	

<p>1.1 <u>This Agreement.</u> This End User Licence Agreement (or “Agreement” for short) is a legally binding contract between you and CD PROJEKT S.A., seated at ul. Jagiellońska 74; 03-301, Warsaw, Poland.</p> <p>Just so you know, CD PROJEKT RED is the name of the game development studio within CD PROJEKT S.A., so we will refer to ourselves throughout this Agreement as “CD PROJEKT RED”, “we” or “us”.</p> <p>This Agreement applies to our video game Cyberpunk 2077, including game keys/codes (we will refer to “Cyberpunk 2077” or the “game” to cover all of these things).</p>	<p>Alright, so this load of corpo talk on the left is actually pretty simple. It’s kinda like a safety manual for a new piece of cyberware (like anyone reads those, right?). So I’m here to make it real easy to understand. But ‘member, that long version over on the left, that stuff is legally binding. My version; well, I’m just here to help.</p> <p>The whole Agreement only counts for Cyberpunk 2077. For rules covering other games from the same company, ya gotta check out the specific legal-speak written for them.</p>
<p>1.2 <u>Acceptance.</u> This Agreement will be binding on you and us once you download, install or use Cyberpunk 2077 (whichever is sooner). If you do not agree to it, you are not permitted to download, install or use Cyberpunk 2077.</p> <p>1.3 <u>Other Documents.</u> Please make sure you also read our: (a) Fan Content Guidelines [https://cdprojektred.com/fan-content] - which explain what you can and cannot do with content derived from or based on Cyberpunk 2077; (b) general CD PROJEKT RED User Agreement [https://regulations.cdprojektred.com/user_agreement] - which covers general legal matters relating to things like customer and technical support, official forums, wikis, blogs and social media services; and (c) CD PROJEKT RED Privacy Policy [https://regulations.cdprojektred.com/privacy_policy] – which details CD PROJEKT RED’s collection, usage and protection of your personal information. All of these documents form part of this Agreement and we may update these from time to time. You may also need to agree and follow terms and conditions of any digital distribution platforms which you use to download and</p>	<p>And hey, if ya like reading so much, they’re askin’ ya to check out the Fan Content Guidelines, the CD PROJEKT RED User Agreement, and CD PROJEKT RED Privacy Policy. So go ahead, knock yourself out.</p>

<p>play Cyberpunk 2077, such as our awesome sister company GOG.</p>	
<h2>2 AGE RESTRICTIONS AND CONTENT WARNING</h2>	
<p>2.1 <u>Age Restrictions.</u> Cyberpunk 2077 has minimum age ratings (e.g. PEGI, ESRB) which may differ depending on where you are located and will be displayed when you purchase Cyberpunk 2077. You must only play Cyberpunk 2077 if you are above such minimum age rating. If you are above such minimum age rating and you are: (a) over 18 (or whatever is the age of adulthood in your country) - then welcome to Cyberpunk 2077; or (b) between 17-18 (or whatever is the age of adulthood in your country) - before we extend an equally warm welcome, please ask your parent or guardian to review and approve this Agreement on your behalf (because in some countries people under a certain age cannot legally enter fully into contracts like this Agreement), plus they should supervise your use of Cyberpunk 2077. If you are under 17 or the applicable minimum age rating in your country, you are not allowed to download, play or use Cyberpunk 2077. We look forward to welcoming you to Night City at some point in the future though!</p>	<p>This is cute. So, the game's got this 'minimum age rating' okay? So if ya wanna get into Night City — I'm tryna keep a straight face here — you gotta be above that rating. Usually, it's 18+, but if, say, ya live somewhere that says 17+, and you're only 17, then you gotta ask a parent for supervision. Seriously. Ya can't make this up!</p>
<p>2.2 <u>Content Warning.</u> Cyberpunk 2077 contains scenes and images of violence, sexuality, and drug use that some may find disturbing. If you are sensitive to such content or such content is a trigger for you, please be aware of this before you begin playing the game.</p>	<p>Oh yeah, and there's a warning here that Cyberpunk 2077 has some 'pretty gruesome and disturbing stuff going on'. Now we're talkin.</p>
<h2>3 USING CYBERPUNK 2077</h2>	

<p>3.1 <u>Licence</u>. CD PROJEKT RED gives you a personal, limited, revocable, non-exclusive, non-transferable and non-assignable licence to display, view, download, install, play and use Cyberpunk 2077 on your personal computer, games console and/or other devices/platforms that are explicitly authorised by CD PROJEKT RED (the list of which is available here [https://www.cyberpunk.net/]), depending on the particular device/system/platform you purchased the game for. This licence is for your personal use only (so you cannot give, 'sell', lend, gift, assign, sub-license or otherwise transfer it to someone else) and does not give you any ownership rights in Cyberpunk 2077.</p>	<p>You bought this game so you've got the right to play it on whatever system/device/platform ya bought it for — and only on that system/device/platform._Simple.</p>
<p>3.2 <u>Seizure Warning</u>. Cyberpunk 2077 may contain flashing lights and images, which may induce epileptic seizures. If you or anyone in your household has an epileptic condition, please consult your doctor before playing Cyberpunk 2077. If you experience dizziness, altered vision, eye or muscle twitches, loss of awareness, disorientation, any involuntary movement, or convulsions while playing, immediately discontinue use and consult your doctor.</p>	<p>'Nother warning here, an' it's an important one, too! If you or someone you live with suffers from an epileptic condition, talk to your doctor before jackin' into Cyberpunk 2077.</p>
<h4>4 MINIMUM REQUIREMENTS AND MONITORING</h4>	
<p>4.1 Minimum Requirements. Cyberpunk 2077 has minimum requirements depending on your chosen device/system/platform, which you will be notified of on the applicable Cyberpunk 2077 store page. Please make sure you meet these requirements before purchasing the game! There is no DRM or copy-protection of any kind in Cyberpunk 2077, but some device/system/platform manufacturers use security technology which is outside of our control.</p>	<p>First rule of the streets: walk before you can run. Cyberpunk 2077 has minimum requirements depending on the system/device/platform you're playing it on. So keep that in mind before you put your eddies down, alright?</p>

<p>4.2 Monitoring. In order to improve your in-game experience, prevent things prohibited by section 7 below, protect the integrity of Cyberpunk 2077, and enforce this Agreement, we may deploy software tools that run in the background of your device or related devices/peripherals when you use Cyberpunk 2077. Some of these software tools will be optional and we will only deploy them where you have agreed to it. If we need to introduce any mandatory software tools though then we will tell you about them first (e.g. in-game or via the Cyberpunk 2077 website). You can find more details about this in our Privacy Policy.</p>	<p>Okay, so they're sayin' that they might need to implement some background tools/software to monitor the game and make sure Cyberpunk 2077 is always kept in preem condition. When these are optional, they only run when you agree to it. You give the go ahead. When they're mandatory, well, they'll be upfront about it and let ya know in advance. They ain't gonna just start 'spying' on ya or somethin' like that.</p>
<p>5 PATCHES, UPDATES AND CHANGES</p>	
<p>We may (but are not obliged to) patch, update or change Cyberpunk 2077 over time (for example to add or remove features, to resolve software bugs or to balance the game). This will result in mandatory and/or automatic updates and older, non-updated versions may become unusable over time. We need these rights in order to keep Cyberpunk 2077 running efficiently and we reserve the right to do this without notice or liability to you.</p>	<p>Even the slickest cyberware needs some attention every now and then. There'll be patches and updates for Cyberpunk 2077, and these'll help make it run better. You want that, right?</p>
<p>6 OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS</p>	
<p>6.1 <u>Cyberpunk 2077 Ownership</u>. Cyberpunk 2077, including its visual components, characters, storylines, artwork, animations, designs, items, music and sound effects, dialogue, graphics, computer code, user interface, look and feel, game mechanics, gameplay, audio, video, text, layout, databases, data and all other content and all Intellectual Property Rights (defined below) and other legal and exploitation rights regarding them, are either owned by CD PROJEKT RED or we license them from third parties. All rights in Cyberpunk 2077 are reserved except as we have explained in this Agreement. You may not use or exploit any part of Cyberpunk 2077 except as explained in this Agreement and our Fan Content Guidelines. Cyberpunk 2077 and its Intellectual Property Rights are protected by</p>	<p>Just a reminder that Cyberpunk 2077 is owned/licensed by CD PROJEKT RED. Sure, you get to run wild on the streets of Night City, but if ya wanna start usin' elements from the game outside of that — ya gotta listen to the rules laid out by the corpo in this an' other documents, alright?</p>

copyright, trademark and other intellectual property laws worldwide.

"Intellectual Property Rights" means any and all copyright, trademarks, service marks, trade dress, brand names, logos, goodwill, get up, trade, business or domain names, design rights, rights in characters, rights in get-up, database rights, patents, rights in inventions, know-how, trade secrets and confidential information, rights in computer software (including source code and object code), moral rights, author rights, publicity rights, performance rights, synchronisation rights, mechanical rights, publishing, rental, lending and transmission rights and other intellectual property and exploitation rights of a similar or corresponding character which may now or in the future subsist in any part of the world, in all cases whether or not registered or registrable including all granted applications and all applications for registration, division, continuation, reissuance, renewals, extensions, restorations and reversions regarding any of the same.

6.2 Third Party Property. CD PROJEKT RED respects the intellectual property rights of others. If you believe that your work has been infringed in or via Cyberpunk 2077, please contact us via legal@cdprojektred.com.

7 RULES FOR USING CYBERPUNK 2077

There are some more rules to follow if you want to play Cyberpunk 2077. Please read the rules below and the Fan Content Guidelines

[<https://cdprojektred.com/fan-content>], since failure to follow them will be considered a 'material breach' of this Agreement, which could lead to suspension and/or termination of your access to Cyberpunk 2077. In particularly serious cases we retain the right to prohibit your future access to Cyberpunk 2077 and our other games and services.

Here are the rules:

- a) Personal Enjoyment. Only use Cyberpunk 2077 for your personal enjoyment and not for any commercial purposes, unless explicitly permitted otherwise in our Fan Content Guidelines.
- b) Applicable Law. You must comply with all applicable laws and regulations when using Cyberpunk 2077.
- c) No Transfer. Do not attempt to copy, rent, buy, sell, lend, share, lease, sublicense, transfer, distribute, publish or publicly display Cyberpunk 2077 or any of your rights under this Agreement in any way not expressly authorised under this Agreement. Also do not steal or misappropriate game keys/codes (all of which remain our property). If you are concerned that any of this has happened to you, contact <https://support.cdprojektred.com/en> L.
- d) Technical Misuse. Do not modify, merge, distribute, translate, reverse engineer, or attempt to

Just like jackin' into a preem braindance recording, Cyberpunk 2077 is for your own personal pleasure. Don't be a gonk and ruin the fun by messing up the rules in the corpo text opposite.

obtain or use source code of, decompile or disassemble Cyberpunk 2077 unless you are specifically allowed by applicable law.

- e) Hacking and Cheating. Do not create, use, make available and/or distribute cheats. By cheats we mean things like exploits, automation software, robots, bots, hacks, spiders, spyware, scripts, trainers, extraction tools or other software that interact with or affect Cyberpunk 2077 in any way (including any unauthorised third party programs that collect information about Cyberpunk 2077 by reading areas of memory used by Cyberpunk 2077 to store information).
- f) CD PROJEKT RED Services. Do not deliberately or maliciously interrupt or interfere with CD PROJEKT RED services like customer or technical support or impersonate CD PROJEKT RED staff.
- g) CD PROJEKT RED IT Systems. Do not deliberately or maliciously interfere with, disrupt or access restricted areas of CD PROJEKT RED or third party network software or servers, including via tunnelling, code injection or insertion, denial of service, modifying or changing the software, using any other similar software together with CD PROJEKT RED software, through protocol emulation, or through creation or use of private servers or any analogous services regarding Cyberpunk 2077.
- h) Data Mining. Do not intercept, mine or otherwise collect personal

or confidential data or information from Cyberpunk 2077.

- i) Names. Do not use 'CD PROJEKT RED', 'CYBERPUNK 2077' or other CD PROJEKT RED group names or logos or trademarks for any unauthorised purposes.
- j) Infringing Content. Do not do anything in connection with Cyberpunk 2077 that infringes any copyright, trademark, patent, trade secret, privacy, publicity, or other rights.
- k) Malicious Code. Do not upload any files that contain any malicious code, including viruses, spyware, Trojan horses, worms, time bombs, intentionally corrupted data, any other files that contain malicious code or that may in any way damage or interfere with the operation of Cyberpunk 2077.
- l) Geographic Restrictions. We ask you to follow any applicable geographic or regional, language or location-based restrictions, requirements or rules regarding Cyberpunk 2077.
- m) Be nice! Do not do or say anything or use Cyberpunk 2077 in any way that is or may be considered racist, harassing, xenophobic, sexist, discriminatory, abusive, defamatory or otherwise offensive or illegal.

8 FAN CONTENT

<p>Please refer to our Fan Content Guidelines [https://cdprojektred.com/fan-content] for information on when/how you can make community-generated Cyberpunk 2077 content (e.g. fan art, websites, videos/streams/Let's Plays, mods etc.) and how we treat such content when it comes to ownership and licensing.</p>	<p>Wanna make cool stuff inspired by Cyberpunk 2077? Don't go in blind. Read up on the Fan Content Guidelines so you know the score.</p>
<h2>9 FEEDBACK AND CRASH REPORTS</h2>	
<p>9.1 <u>Feedback</u>. We love community feedback, so if you want to share your experience just contact the support team at https://support.cdprojektred.com/en/. Please remember that we may choose not to use or accept player suggestions, we cannot accept any responsibility or liability for them and, if we do somehow incorporate a suggestion or something similar to it into or around the game, we are not in any way obliged to reimburse or compensate you (financially or otherwise).</p>	<p>Hey, a corp that listens. Ain't that somethin'? They wanna hear your feedback about Cyberpunk 2077, but it ain't a guarantee that what you say will be acted on. Don't feel too bad, though, sometimes it just ain't meant to be.</p>
<p>9.2 <u>Crash Reports</u>. If something goes wrong with Cyberpunk 2077, we may ask you to send a crash log report in order to improve the game code for future use. These reports are optional and may include some personal data (for more information, please see our Privacy Policy).</p>	<p>If anything happens to go south with Cyberpunk 2077 (like a Voodoo Boys netrunner crashing the system, or something crazy like that) feel free to ping an optional crash report over. It'll be put to good use.</p>
<h2>10 THIRD PARTY CONTENT AND EXTERNAL SERVICES</h2>	
<p>You might get links from us to third party websites or content through Cyberpunk 2077. You may also access Cyberpunk 2077 through different devices/systems/platforms. Using them is up to you – we cannot promise they will work, what they will be like or if they are free. Different devices/systems/platforms may also be subject to their own legal</p>	<p>The Net is a pretty massive place. Even master netrunners get caught out by some of the stuff you find out there. So keep this in your head: clicking a link that takes you outside of the world of the dark future — well, even the power of the corpo can't look after you. So stay safe, cyberpunk.</p>

<p>terms which you should make sure you read before using.</p>	
<p>11 WARRANTIES</p>	
<p>11.1 <u>Our Warranties.</u> We warrant that: (a) we have the right to enter into this Agreement and to grant you the licence to use Cyberpunk 2077 in section 3; (b) we will take reasonable care with Cyberpunk 2077 and your use of it; and (c) we will use reasonable endeavors to comply with applicable laws in performing our obligations to you under this Agreement.</p> <p>11.2 <u>Your Representations and Warranties.</u> You represent and warrant that you have the full power and ability to enter into this Agreement and will fully follow its terms.</p>	<p>Second rule of the streets: A deal's a deal.</p> <p>This part says that they make a 'binding agreement' about Cyberpunk 2077 with ya. They won't leave ya hanging, and they'll take 'reasonable care' regarding your use of the game. How sweet — 'scuse me while I dry my eyes over here.</p>
<p>12 LIABILITY</p>	

<p>This section 12 does not apply to you if you are resident in the European Union or countries whose laws specifically prohibit the following liability limitations, but it does apply to you if you are resident elsewhere, including in the United States of America.</p> <p>12.1 <u>Our Disclaimers.</u> Your use of Cyberpunk 2077 is at your own risk. Except as we have set out elsewhere in this Agreement, CD PROJEKT RED and its affiliates, partners and licensors disclaim any implied or express warranties or representations regarding Cyberpunk 2077. Cyberpunk 2077 is provided to you on an "as is", "as available" basis without warranties or representations of any kind, express or implied, and we are not liable for any loss, damage or harm of any kind arising from your use of or inability to use Cyberpunk 2077. To the fullest extent permitted by applicable law, we disclaim all warranties, express or implied, which might apply to Cyberpunk 2077, including: implied warranties of title, non-infringement, merchantability, satisfactory quality, fitness for a particular purpose, any warranties that may arise from course of dealing or course of performance or usage of trade, freedom from viruses or errors or defects, and/or any warranties as to the accuracy, legality, reliability or quality of any content or information contained within Cyberpunk 2077. We do not warrant that Cyberpunk 2077 will be uninterrupted or error-free, that defects will be corrected, or that the game will be free of viruses or other harmful components.</p> <p>12.2 <u>Our Liability Limitation.</u> To the maximum extent permitted by applicable law, CD PROJEKT RED and its affiliates, partners and</p>	<p>This part's all about legal responsibility between you and the corp. Gotta know where ya both stand, right?</p> <p>Despite best efforts, sometimes a piece of preem tech like this doesn't always work like you want it to — even after testing and all that good stuff.</p> <p>The corpo's pretty clear that it ain't responsible to you for how Cyberpunk 2077 works, and it ain't making any legally binding promises to you about this sort of thing in general.</p> <p>But if things get *really* screwed up and you're at fault for a real serious breach in this Agreement, then you'll be asked to "indemnify" them. Fancy corpo word meanin' you'll be asked to compensate them financially in case somethin' big goes down. So try not to breach anything, is my advice.</p> <p>Okay, got some extra info here: these provisions don't apply to people living in the EU or other applicable countries.</p>
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licensors shall not be liable to you for any loss of profits, charges or expenses, loss of data or any corruption or loss of information or any loss of business opportunity or any special, indirect, punitive, exemplary or consequential loss or damage or disruption of any kind, in any case, whether based on breach of contract, tort (including negligence, breach of statutory duty, breach of contract, breach of warranty or strict liability), misrepresentation, restitution or otherwise whether or not the relevant party has been advised of the possibility of such damage.

12.3 OUR LIABILITY CAP. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL CD PROJEKT RED AND ITS AFFILIATES', PARTNERS' AND LICENSORS' TOTAL LIABILITY TO YOU IN CONNECTION WITH CYBERPUNK 2077 OR THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THE AMOUNT YOU HAVE ACTUALLY PAID US (IF ANY) IN CONNECTION WITH THE MATTERS UNDERLYING ANY CLAIM(S). THE FOREGOING IS YOUR SOLE AND EXCLUSIVE REMEDY IN CONNECTION WITH THIS AGREEMENT

12.4 Your Indemnity to Us. You agree to indemnify and hold harmless on demand CD PROJEKT RED, its affiliates, licensors and partners (and keep them indemnified and held harmless) from all damages, liabilities, claims and expenses, including legal fees, in connection with: (a) any alleged or actual breach of this Agreement by you; (b) the use of Cyberpunk 2077 by you or any person on your behalf; and (c) infringement of CD PROJEKT RED's, its affiliates', licensors' and partners' Intellectual

<p>Property Rights. If claims are brought against us, then you will cooperate fully with us and we reserve the right to take over and conduct their defence. You will not settle any such claims in whole or in part without our prior written consent.</p> <p>12.5 <u>Injunctive Relief.</u> You agree that any loss, damage or harm you suffer is not irreparable, and other remedies will be adequate, such that you are not entitled to injunctive or other equitable relief against CD PROJEKT RED, its affiliates, licensors and partners.</p> <p>12.6 <u>Residents of California.</u> If you reside in the state of California you are entitled to the following specific consumer rights information: you may contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs by mail at 400 R St., Suite 1080, Sacramento, California, 95814, or by telephone at 916.445.1254. California residents expressly agree to waive California Civil Code Sec. 1542, which states: "A general release does not extend the claims which the creditor does not know or suspect to exist in his favour at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."</p>	
<p>13 TERMINATION</p>	
<p>13.1 <u>Your Termination Rights.</u> You can terminate this Agreement by permanently stopping use of Cyberpunk 2077 at any time. Termination will not affect already existing rights or obligations of us or you.</p>	<p>Wanna end the Agreement for good? Easy, just stop playing Cyberpunk 2077. From my experience, corpos never usually let ya just walk away clean, so this is a pretty preem deal if you ask me.</p>

<p>13.2 <u>Our Termination Rights.</u> We may suspend or terminate your access to Cyberpunk 2077 and this Agreement if you materially breach this Agreement, which includes a breach which is serious and/or which could cause real harm to Cyberpunk 2077, Cyberpunk 2077 users, CD PROJEKT RED and its affiliates, licensors and partners. In particular, it applies to the Cyberpunk 2077 rules we specify in section 7 above. We will try where reasonably possible to contact you to explain why we have done this and what (if anything) you can do as a result. If we suspend or terminate your access to Cyberpunk 2077 and this Agreement under this section, then we will not have any obligations or liabilities to you at all.</p>	<p>If you go acting like a gonk and seriously breach this Agreement, then you can say goodbye to your access to Cyberpunk 2077 (temporarily or permanently). That'd suck, so just play it smart and keep it clean.</p>
<p>13.3 <u>Stopping Cyberpunk 2077.</u> It seems very unlikely, but if we have to stop providing access to Cyberpunk 2077 (in whole or in part – e.g. on a particular platform) permanently and not because of any breach by you, we will try to give you at least one hundred and twenty (120) days advance notice by posting a note on our website. In this case, we will not have any future obligations or liabilities to you (this does not affect any pre-existing obligations or liabilities).</p>	<p>This probably won't happen, but just in case it does and Cyberpunk 2077 stops working for good, then you'll be told before it happens.</p>
<p>14 FORCE MAJEURE</p>	

<p>Neither of us will be liable to the other regarding any performance, or non-performance, or delay, in whole or in part, due to Force Majeure.</p> <p>“Force Majeure” means any cause preventing a party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented including strikes, lock-outs or other industrial disputes (other than any such dispute involving the workforce of the party so prevented), nuclear accident or acts of God, war or terrorist activity, riot, civil commotion, malicious damage (excluding malicious damage involving the employees of the affected party or its sub-contractors), compliance with any law or governmental order, rule, regulation or direction, industrial action by employees of any providers of electrical power, failure of technical facilities, hacking, denial of service or other IT attack, deployment of IT virus malware or similar technology, pandemics (e.g. COVID-19), fire, flood, or storm or default of suppliers or sub-contractors.</p>	<p>Third rule of the streets: S**t happens.</p> <p>It’s an unpredictable world out there. Anything crazy and unexpected happens, (war, earthquake, flood, rogue Als overthrowing the human race an’ subjugating us all etc. — okay that last one’s a joke... I hope...) then neither you nor the corpo will be held accountable when these obligations can’t be performed. Like I said; s**t happens.</p>
<p>15 GOVERNING LAW</p>	
<p>15.1 <u>If you are resident in the European Union and elsewhere in the world (but not the United States of America):</u></p> <p>You and we agree that your use of Cyberpunk 2077, and this Agreement, and any issues arising out of them, will be governed by and interpreted according to the laws of Poland and any dispute regarding it will be exclusively under the jurisdiction of the courts of Poland. In any legal claim under this Agreement, the side which wins will be entitled to its legal fees and expenses.</p> <p><u>If you are resident in the United States of America:</u></p>	<p>Legally, any questions/complaints or claims you have about this Agreement fall under Polish law. That goes for everyone on the planet — unless you live in the United States of America, that is. If that’s you, then you fall under California law instead. Ain’t you special?</p>

<p>To the extent not covered by the Dispute Resolution and Binding Arbitration language in section 16 below, you and we agree that your use of Cyberpunk 2077, and this Agreement, and any issues arising out of them, will be deemed to be entered into in Los Angeles, California and governed by and interpreted according to the laws of the State of California, United States of America (and, if applicable, US Federal law) without regard to choice of law principles. Any legal claim by you against CD PROJEKT RED, to the extent not covered by the Dispute Resolution and Binding Arbitration language in section 16 below, will be made exclusively in state or federal court located in Los Angeles, California, which will have subject matter jurisdiction regarding the dispute between you and us and therefore we both consent to the exclusive jurisdiction of those courts. Moreover, you waive any rights to argue that the state and federal courts in Los Angeles, California are an improper venue. In any legal claim under this Agreement, the side who wins will be entitled to its legal fees and expenses.</p>	
16 DISPUTE RESOLUTION AND BINDING ARBITRATION	
<p>16.1 <u>Disputes</u>. If you have concerns or issues with us, we hope we can resolve them quickly and amicably through the Cyberpunk 2077 support service accessible at https://support.cdprojektred.com/en/. However, we recognise that occasionally there might be legal disputes which are not so easily resolved. In this section we explain what happens if there is a legal dispute.</p>	<p>Got any concerns or issues? Talk to Cyberpunk 2077 support. They'll talk it out with you and, ideally, resolve the issue without having to resort to a legal pursuit. Y'know, I wish we had this type of option in Night City...</p> <p>Oh, and here's their address: https://support.cdprojektred.com/en/</p>

16.2 Informal Dispute Resolution.

We and you both agree to make reasonable and good faith efforts to resolve any dispute between us informally. Normally we would suggest that this dispute resolution period lasts thirty (30) days unless exceptional circumstances exist. If it is not resolved during this time, the next steps depend on where you live. If you are resident in the European Union, you may be entitled to submit a complaint through the Online Dispute Resolution Platform operated by the European Commission, details of which can be found at ec.europa.eu/consumers/odr/.

16.3 Dispute Resolution Next Steps (if you live in the **European Union** or **elsewhere in the world**, but not the United States of America).

You and we have the legal right to commence legal claims against each other if we consider it necessary. If you bring a claim against CD PROJEKT RED, you should send a physical copy to "Legal Team, CD PROJEKT S.A., ul. Jagiellońska 74, 03-301, Warsaw, Poland" as well as a digital copy to legal@cdprojektred.com.

16.4 Dispute Resolution Next Steps (if you live in the United States of America).

Arbitration:

We and you agree to resolve all disputes and claims between us in individual binding arbitration. This includes without limitation any claims arising from this Agreement, any part of the relationship between you and CD PROJEKT RED. **We and you agree that any claim arising out of or related to Cyberpunk 2077 must be made within one (1) year after the claim arose;** otherwise, such claim is permanently barred. This section applies whether the dispute or claim is based in contract, tort, statute, fraud, unfair competition, misrepresentation or any other legal doctrine.

Some explanatory notes from us: "arbitration" is a consensual dispute resolution process where both sides present their case to a neutral arbitrator (not a judge or jury). Arbitration is less formal than court litigation and it has less formal rules (which we talk about below). Just so we and you are clear: by choosing arbitration you and we are giving up the right to have any dispute between us heard in court (before a judge and/or jury). You agree that the provisions in this paragraph will survive any termination of your access to Cyberpunk 2077 and/or this Agreement.

How to start an arbitration:

If either of us wants to commence arbitration, then the initiating party must send the other side a written notice setting out the basis of the claim and what remedy the initiating party is seeking from the other side. A printed version of this Agreement and of any notice given in electronic form shall be admissible to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. If you send a notice to us, please send by mail (to Legal Team, CD PROJEKT S.A., ul. Jagiellońska 74, 03-301, Warsaw, Poland) and by email (to legal@cdprojektred.com). You or we may bring an arbitration at any reasonable

IMPORTANT: Another country-specific wrinkle. If ya live in the United States of America, this section involves you and the company agreeing to 'mandatory arbitration' — so settling things without involving the courts. If ya live in any other country, then this arbitration process flips from 'mandatory' to 'optional'.

Depending on where you live, you and the corpo agree not to bring class action, or other collective legal action with your choombas, against each other. Legal issues will be handled by following the process written in the corpo text opposite.

AAA location within the United States that is convenient for you.

16.5 The rules for the arbitration:

The US Federal Arbitration Act applies to this section. The arbitration will be governed by the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where applicable, the AAA's Supplementary Procedures for Consumer Related Disputes, as modified by this Agreement (<http://www.adr.org>). The arbitrator will be bound by this Agreement.

The arbitration shall be conducted by a single arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of AAA arbitrators. The determination of whether a dispute is subject to arbitration shall be governed by the Federal Arbitration Act and determined by an arbitrator rather than a court. The AAA will administer the arbitration and it will be conducted in the English language. It may be conducted through the submission of documents, by phone, or in person at a mutually agreed location. The arbitration hearing must commence within thirty (30) days from the appointment of the arbitrator, unless otherwise agreed to by you and us. The AAA will only have power to arbitrate the dispute between you and us and not in relation to other people under this particular arbitration. Judgment upon an award rendered by the arbitrator may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be.

If you seek US \$10,000 or less, CD PROJEKT RED agrees to reimburse your filing fee and your share of the arbitration costs (but not including any attorney's fees or expert witness fees), including your share of arbitrator compensation, at the end of the

arbitration, unless the arbitrator decides your claims are without merit or your costs are unreasonable. We agree not to seek our legal fees or costs in the arbitration unless the arbitrator determines your claims are without merit or your costs are unreasonable. If you seek more than US \$10,000 then the arbitration costs, including arbitrator compensation, will be split between you and us according to the AAA Commercial Arbitration Rules and the AAA's Supplementary Procedures for Consumer Related Disputes, if applicable.

What the dispute resolution and arbitration sections do not apply to:

The dispute resolution and arbitration requirements do not apply to claims or disputes brought by either you or us which relate to claims of intellectual property rights infringement or claims of unauthorised use, piracy, theft or misappropriation.

This section does not prevent you from bringing your dispute to the attention of any federal, state, or local government agencies that can, if the law allows, seek relief from us for you.

16.6 Class Actions Waiver.

To the maximum extent permitted by the national or state law applicable, you and we agree not under any circumstances to bring or participate in a class or representative action, private attorney general action or collective arbitration. That means, to the fullest extent permitted by law: (a) no arbitration shall be joined with any other; (b) there is no right or authority for any dispute to be arbitrated on a class-action basis or to utilise class action procedures; and (c) there is no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

<p>If the agreement in this section not to bring or participate in a class or representative action, private attorney general action or collective arbitration is found illegal or unenforceable, you and we agree that it will not be severable: this entire section will be deemed unenforceable and any claim or dispute will therefore be resolved in court.</p>	
<p>17 OTHER LEGAL STUFF</p>	
<p>Here is some other 'legal stuff' that our lawyers suggested that we include!</p> <p>17.1 <u>Severability</u>. If any part of this Agreement is found not to be legally enforceable, this will not affect any other part of it.</p> <p>17.2 <u>No Third Parties</u>. This Agreement governs our relationship with you (and vice versa). It does not create any rights for anyone else unless explicitly stated otherwise in this Agreement.</p> <p>17.3 <u>Other Laws</u>. Please remember that we are subject to various laws and we may be required to comply with law enforcement or other legal requirements, including import/export controls. You and we agree that the UN Convention on Contracts for the International Sale of Goods does not apply to Cyberpunk 2077 or this Agreement.</p> <p>17.4 <u>Transfer</u>. We can assign, subcontract or transfer this Agreement to a third party or another member of our group if necessary for the support of Cyberpunk 2077, as part of any reorganisation or merger or for other business reasons. We will notify you if this happens.</p> <p>17.5 <u>Delay</u>. No failure or delay by us or you to exercise any right or remedy provided</p>	<p>Okay, pretty simple stuff here.</p> <p>This whole section's talkin' 'bout some more rules for the Agreement. Nothin' to get excited about, just some extra self-explanatory info some suits wanted to put in. They always gotta add somethin', right?</p>

<p>under this Agreement or by law will constitute a waiver of that or any other right or remedy, nor will it preclude or restrict the further exercise of that or any other right or remedy, unless explicitly stated otherwise in this Agreement. No single or partial exercise of such right or remedy by us or you will preclude or restrict the further exercise of that or any other right or remedy.</p> <p>17.6 <u>Entire Agreement.</u> This Agreement, together with the other documents referred to within it, constitutes the entire agreement between you and us regarding this Agreement and supersede any earlier oral or written agreements.</p>	
<p>18 CHANGES TO THIS AGREEMENT</p>	
<p>18.1 <u>Changes.</u> We may change this Agreement if we think it is necessary (e.g. for legal reasons or to reflect changes in Cyberpunk 2077). If so, we will make the changed Agreement available online and make reasonable efforts to tell you about it (e.g. by sending you a notice in the game).</p>	<p>Fourth rule of the streets: everything changes. This Agreement might change somewhere down the line, but if it does, the updated version will be put on the Net for all to see. The changes will come into force not long after they tell you about ‘em. Ya ain’t gonna get taken by surprise, ‘kay?</p>
<p>18.2 <u>Binding Date.</u> Once we change the Agreement, it will become legally binding on you thirty (30) days after we post it online. During that period, you are welcome to contact us at legal@cdprojektred.com if you have specific questions about the changes. If you do not agree to those changes (regardless of whether you email us), then unfortunately we need to ask you to cease using Cyberpunk 2077. We are sorry we have to say that, but we hope you will appreciate that for Cyberpunk 2077 to work properly we need to have everyone using it under the same rules instead of different people having different rules. That is why we encourage you to get in contact if you have queries or concerns.</p>	<p>If ya got somethin’ ya wanna ask about these changes, go ahead and contact legal@cdprojektred.com — they love to hear about that sorta stuff.</p>

Important: please remember that the full text version is what's legally binding – the quick summary on the right is just to help you understand the legally binding version better.

Have a blast in Night City, choomba.