



NINTENDO
SWITCH™

XCOM 2



IMPORTANT HEALTH WARNING: PHOTSENSITIVE SEIZURES

A very small percentage of people may experience a seizure when exposed to certain visual images, including flashing lights or patterns that may appear in video games. Even people with no history of seizures or epilepsy may have an undiagnosed condition that can cause "photosensitive epileptic seizures" while watching video games. Symptoms can include light-headedness, altered vision, eye or face twitching, jerking or shaking of arms or legs, disorientation, confusion, momentary loss of awareness, and loss of consciousness or convulsions that can lead to injury from falling down or striking nearby objects.

Immediately stop playing and consult a doctor if you experience any of these symptoms.

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CONTROLS

TACTICAL



ZOOM.....	ZL
OPEN ACTION MENU.....	Zr
PREVIOUS UNIT/TARGET.....	L Bumper
NEXT UNIT/TARGET.....	R Bumper
END TURN.....	-
PAUSE MENU.....	+
OVERWATCH.....	X
SELECT/ACCEPT.....	A
BACK/CANCEL.....	B
RELOAD.....	Y
MOVE UNIT.....	C
SHOW CHARACTER DETAILS.....	Down on C stick
PAN CAMERA.....	C
CALL SKYRANGER.....	Down on C stick
ADJUST CAMERA HEIGHT.....	▲ and ▼ D pad
ROTATE CAMERA.....	◀ and ▶ on D pad

AVENGER & GEOSCAPE

Previous Unit / Target **L**

Select **○**

Down on **○** Notifications

Select **△ ▽ ▹ ▸**

Next Unit/Target **R**

Pause Menu **+**

Bridge/Geoscape **X**

Accept/Confirm **A**

Back/Cancel **B**

Build Facilities **Y**

Pan Camera **○**

Down on **○** Event Queue

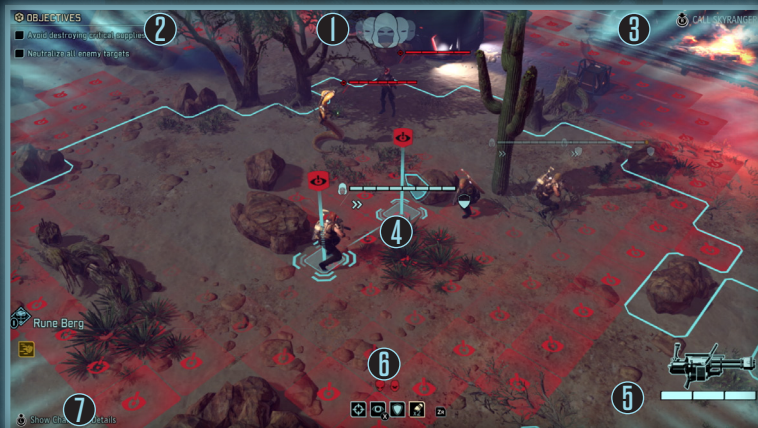
AVENGER

PREVIOUS UNIT/TARGET.....	L Bumper
NEXT UNIT/TARGET.....	R Bumper
PAUSE MENU.....	+
BRIDGE/GEOSCAPE.....	X
SELECT/ACCEPT.....	A
BACK/CANCEL.....	B
BUILD FACILITIES.....	Y
SELECT.....	○
NOTIFICATIONS.....	Down on ○ stick
PAN CAMERA.....	○
EVENT QUEUE.....	Down on ○ stick
SELECT.....	D Pad

GEOSCAPE

PREVIOUS UNIT/TARGET.....	L Bumper
NEXT UNIT/TARGET.....	R Bumper
PAUSE MENU.....	+
ACCEPT/CONFIRM.....	A
BACK/CANCEL.....	B
PAN CAMERA.....	○

GAME SCREEN



1. CONCEALMENT STATUS

The hooded icon and blue overlay indicates the enemy is unaware of your squad's presence. Your squad begins most missions in Concealment; use this advantage to engage the enemy on your terms.

2. OBJECTIVES

Displays and tracks your primary and secondary mission objectives. The primary objective for most missions is to kill all enemies, however there are a variety of secondary objectives to complete on a per-mission basis.

3. CALL SKYRANGER

Call a Skyranger for evac.

4. UNIT FLAG

Shows detailed info for the currently selected soldier, including: Health, Armor, Action Points, Cover Status, Overwatch/Concealment Status, and any Positive or Negative Status effects.

5. WEAPON/AMMO

Displays weapon and ammo information for the currently selected soldier.

6. ACTIONS

Shows all of the actions available for the selected soldier, including relevant contextual abilities such as Hack, Interact, and Open/Close. Actions that cannot be performed are greyed out and may show a number indicating the number of turns required before the action can be used again. Red/Yellow/Grey icons above the action bar indicate the number of enemies within the soldier's line of sight.

7. SOLDIER NAME/SPECIAL ACTIONS

Displays the name, class, and rank of the selected soldier along with any special actions that soldier may be able to perform.

TACTICAL LAYER

The tactical layer of *XCOM 2* consists of gameplay that occurs while on a mission. Most tactical maps in *XCOM 2* are procedurally generated, offering a different experience each time you load into a mission.

HEALTH

The square markers on the Unit Flag represent an individual soldier's health. You can restore a soldier's health or stabilize a critically wounded soldier in the field via Medikits or the Gremlin drone, used by the Specialist class. Medikits must be built via Engineering and equipped on a soldier.

NOTE: Soldiers killed in combat cannot be resurrected and are permanently removed from your squad. Active soldiers can attempt to extract the bodies of dead, unconscious, or critically wounded comrades using the Carry Body action. Successfully extracting a dead soldier allows you to keep any weapons, items, and equipment that they were carrying, while critically wounded soldiers heal over time and can rejoin your squad.

MOVEMENT

Each soldier has 2 Action Points that can be spent on movement, attacks or abilities. These are represented by “pips” on the Unit Flag. When selecting a soldier, a Blue outline displays the movement range for a single Action point, and a Yellow outline displays the “Dashing” movement range for 2 Action Points.

NOTE: Areas marked with a red eye icon break concealment when entered. Additional icons indicate if movement through a tile can break concealment by making too much noise (i.e. breaking glass) or if the unit will pass through an environmental hazard such as fire.

COVER

Cover is essential for troop survival in any encounter and reduces the chances of your units being hit by enemy fire. Most physical objects on the map provide some form of cover, represented by a shield icon. A half-shielded icon represents low cover, and a full shield icon represents high cover. High cover provides the greatest defensive position for your soldiers, but low cover is better than no cover at all.

NOTE: A yellow shield icon indicates an enemy currently flanks the unit in that direction. A red shield icon indicates the unit will be flanked if they move to that location.

CONCEALMENT

Most missions begin with your squad in Concealment, meaning the enemy is totally unaware of your presence. Concealment is represented by a blue overlay in the corners of the screen and a hooded figure icon, located at the top of the screen and on the Unit Flag. Firing a weapon, moving into an enemy's line of sight (represented by a red eye icon), or making too much noise breaks Concealment for your squad. Use Concealment to set up ambushes and engage the enemy on your terms.

ACTIONS

Actions are commands your squad can perform during a mission. All soldier classes share a few basic actions:



FIRE WEAPON: The unit attacks their designated target. Highlight a target to view the unit's odds of landing a successful hit, the projected damage and the chance for a Critical hit.



RELOAD: Causes the soldier to reload their weapon. If a weapon's magazine is empty, the soldier must take a reload action before firing again.



OVERWATCH: The unit remains in position and automatically attacks any enemy that attempts to move within its line of sight with an Aim penalty. When activated in Concealment, Overwatch only triggers when Concealment is lost.



HUNKER DOWN: The unit gains a defensive boost, but their line of sight decreases until the next turn.



HACK: Certain objects and enemies can be hacked, shutting them down or placing them under your team's control. Move a squad member within hacking range and select the Hack action to make an attempt. There are multiple hacking tiers for units, which impact the rewards obtained from a successful attempt. All squad members can hack, but only the Specialist class can hack mechanical/robotic enemies using the Haywire Protocol ability.



INTERACT: Used to open or close doors, plant explosives, or for any action that requires interacting with the environment.



LOOT: Enemies have a chance to drop loot which contains resources and equipment when defeated. When dropped, the loot displays a radius marker and a turn timer. Move a unit within the radius marker before the timer expires to collect the loot. Loot can be destroyed if the enemy is killed using an explosive. Loot on the map that has not expired when the mission is completed will automatically be recovered.



EVACUATION: Evacuation points are used to rescue VIPs and fallen squad members, as well as to end a mission if all soldiers are extracted. Select the Call Skyraanger action in the upper-right corner of the screen to set an extraction point, indicated by a colored grid. Red areas indicate invalid locations; the grid must be entirely blue in order to successfully place the extraction point. Certain mission types have pre-placed extraction zones.



CARRY: Use this action to pick up a fallen or wounded soldier. Successfully deliver a fallen soldier to an extraction point to retain any items/equipment they carry or prevent them from bleeding out.

Each soldier class has several unique abilities, with additional abilities unlocked each time the unit gains a rank. Certain Facilities can also provide additional abilities in the field.

SOLDIER CLASSES

A soldier's class determines their role on the battlefield. Each class has several unique abilities that can be unlocked as they gain ranks, divided into two areas of specialization.



RANGER

Rangers are masters at remaining undetected and highly effective at close range encounters. The Scout specialization focuses on abilities that maintain concealment. The Assault specialization provides abilities that focus on the Ranger's combat and movement options.



SPECIALIST

Specialists use the Gremlin drone to assist their squad in the field. Battle Medic abilities can heal or provide additional bonuses to allies, while Combat Hacker abilities boost the Specialist's aptitude to break into and attack enemy systems.



GRENADIER

Grenadiers like to hit hard with big, heavy weapons and things that go boom. Demolitions Expert specialization provides abilities that improve the effectiveness of explosive weaponry, including the Grenadier's grenade launcher. The Heavy Gunner specialization grants the Grenadier abilities that increase effectiveness of armor and the heavy cannon.



SHARPSHOOTER

The Sharpshooter is an expert with sniper rifles and pistols. Sniper abilities focus on long-range attacks, while Gunslinger abilities improve the Sharpshooter's skill with pistols.



PSI OPERATIVE

Born from advanced research into ADVENT technologies, Psi Operatives are the latest addition to the XCOM squad. Little is known about their abilities, but it's rumored they can boost ally effectiveness or disrupt enemy actions in the field. Psi Operatives rank up through training in the Psi Lab as opposed to their performance in the field.

STRATEGY LAYER

The strategy layer of *XCOM 2* represents all actions taken between missions. These include deciding your next mission and expanding the Avenger—XCOM's mobile headquarters.

THE AVENGER



A massive mobile base liberated from ADVENT, the Avenger is the place XCOM calls home. You begin with only a few basic facilities; the majority of rooms in the Avenger are filled with alien debris. As the need for new facilities arises, you can assign engineers to clear these rooms and gain valuable resources in the process.

STARTING FACILITIES

COMMANDER'S QUARTERS: View the monthly Avenger report, XCOM Archives, and current objectives.

BRIDGE: Access the Geoscape, search for ADVENT activity, and grow the Resistance.

RESEARCH: Research and development happens here. You are prompted to visit when new research projects are available, but note that only one project can be researched at a time. You can also view Research Archives and a list of current scientists.

ARMORY: Come here to view and manage your soldiers: give promotions, customize their names and appearances, recruit new soldiers, change loadouts, and apply weapon upgrades. View the Memorial to witness those who have fallen in battle.

ENGINEERING: Build new items, weapons, armor, and facilities here. You can also view your current inventory and list of engineers.

BAR/MEMORIAL: Current staff can be seen unwinding after battles and work here. A Memorial to fallen soldiers can also be viewed.

LIVING QUARTERS: Soldiers, engineers, and scientists live here. Visit to view a list of current personnel and their current assignment.

STAFFING

You can assign scientists, engineers, and Gremlins to specific rooms to provide bonuses, such as reduced research times or increased healing for wounded soldiers. Note that engineers are required to excavate new rooms in the Avenger before new facilities can be built.



GEOSCAPE



Accessible from the bridge of the Avenger, the Geoscape is where you oversee the operations of XCOM. Here you can scan for hostile alien actions, contact resistance cells, seek out valuable resources, and move the Avenger. Click the scanning icon next to the Avenger's current location to begin monitoring ADVENT activity and advance time.

DARK EVENTS: The ADVENT is hard at work on their own plans to topple the Resistance that, if completed, provide bonuses to the enemy. Dark Events notify you of the ADVENT's progress towards completing their goals. Choosing specific Guerrilla Ops missions allows you to counter their progress.

MISSION TYPES

CRITICAL MISSIONS: Objectives focus on disrupting the ADVENT's mysterious Avatar Project.

GUERRILLA OPS: Completing these missions disrupts the ADVENT's secondary objectives (Dark Events) and helps to supply the resistance.

RESISTANCE COUNCIL MISSIONS: Completion strengthens and spreads the resistance.

RETALIATION MISSIONS: Stop the ADVENT from taking out resistance outposts and save as many people as possible.

RUMORS FROM THE RESISTANCE: Investigate rumors to potentially discover valuable resources and information. These missions do not deploy your squad, but require a set amount of time to complete.

AVENGER DEFENSE MISSIONS: The Avenger has come under attack from ADVENT forces and must land for repairs. Defend the Avenger until repairs are complete.

SUPPLY LINE RAIDS: Attack ADVENT supply lines and claim valuable resources.

ALIEN FACILITY MISSIONS: Bring down critical ADVENT facilities and prevent them from contributing to the Avatar Project.

CHARACTER POOL

The Character Pool allows for units to be customized that will then populate in-game when recruiting new soldiers or as VIP's in missions.



TECHNICAL SUPPORT

You can find the latest technical support information and up-to-date FAQs at the following websites:

GENERAL SUPPORT AND FAQs

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

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The latest EULA for the title can be found at:

<http://www.take2games.com/eula/>

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USING VIRTUAL CURRENCY AND VIRTUAL GOODS: All purchased in-game Virtual Currency and/or Virtual Goods may be consumed or lost by players in the course of gameplay according to the game's rules applicable to currency and goods, which may vary depending on the associated Software. VC and VG may only be used within the Software, and Licensor, in its sole discretion, may limit use of VC and/or VG to a single game. VC and/or VG may never be used in connection with an agreement with other individuals to wager any money or other thing of value. The authorized uses and purposes of VC and VG may change at any time. Your available VC and/or VG as shown in your User Account will be reduced each time you use VC and/or VG within the Software. The use of any VC and/or VG constitutes a demand against and withdrawal from your available VC and/or VG in your User Account. You must have sufficient available VC and/or VG in your User Account in order to complete a transaction within the Software. VC and/or VG in your User Account may be reduced without notice upon the occurrence of certain events related to your use of the Software. For example, you may lose VC or VG upon the loss of a game or the death of your character. You are responsible for all uses of VC and/or VG made through your User Account, regardless of whether or not authorized by you. You must notify Licensor immediately upon discovering the unauthorized use of any VC and/or VG made through your User Account by submitting a support request at www.take2games.com/support.

NON-REDEEMABLE: VC and VG may only be redeemed for in-game goods and services. You may not sell, lease, license, or rent VC or VG, convert them into convertible VC. VC and VG may only be redeemed for in-game goods or services and are not redeemable for any sum of money or monetary value or other goods from Licensor or any other person or entity at any time, except as expressly provided herein or otherwise required by applicable law. VC and VG have no cash value, and neither Licensor nor any other person or entity has any obligation to exchange your VC or VG for anything of value, including, but not limited to, real currency.

NO REFUND: All purchases of VC and VG are final and under no circumstances will such purchases be refundable, transferable, or exchangeable. Except as prohibited by applicable law, Licensor has the absolute right to manage, regulate, control, modify, suspend, and/or eliminate such VC and/or VG as it sees fit in its sole discretion, and Licensor shall have no liability to you or anyone else for the exercise of such rights.

NO TRANSFERS: Any transferring, trading, selling, or exchanging of any VC or VG to anyone, other than in game play using the Software as expressly authorized by Licensor ("Unauthorized Transactions"), including, but not limited to, among other users of the Software, is not sanctioned by Licensor and is strictly forbidden. Licensor reserves the right, in its sole discretion, to terminate, suspend, or modify your User Account and your VC and VG and terminate this Agreement if you engage in, assist in, or request any Unauthorized Transactions. All users who participate in such activities do so at their own risk and hereby agree to be responsible and liable to Licensor, its partners, licensors, affiliates, contractors, officers, directors, employees, and agents for all damages, losses and expenses arising directly or indirectly from such actions. You acknowledge that Licensor may request that the applicable Application Store stop, suspend, terminate, discontinue, or reverse any Unauthorized Transaction, regardless of when such Unauthorized Transaction occurred (or has yet to occur) when it suspects or has evidence of fraud, violations of this Agreement, violations of any applicable law or regulation, or any intentional act designed to interfere or that otherwise has the effect of or may have the effect of intervening in any way with the operation of the Software. If we believe or have any reason to suspect that you have engaged in an Unauthorized Transaction, you further agree that Licensor may, in its sole discretion, restrict your access to your available VC and VG in your User Account or

terminate or suspend your User Account and your rights to any VC, VG, and other items associated with your User Account.

LOCATION: VC is only available to customers in certain locations. You may not purchase or use VC if you are not in an approved location.

SOFTWARE STORE TERMS

This Agreement and the provision of the Software through any Software Store (including the purchase of VC or VG) is subject to the additional terms and conditions set forth on or in or required by the applicable Software Store and all such applicable terms and conditions are incorporated herein by this reference. Licensor is not responsible or liable to you for any credit card or bank-related charges or other charges or fees related to your purchase transactions within the Software or through a Software Store. All such transactions are administered by the Software Store, not Licensor. Licensor expressly disclaims any liability for any such transactions, and you agree that your sole remedy regarding all transactions is from or through such Software Store.

This Agreement is solely between you and Licensor, and not with any Software Store. You acknowledge that the Software Store has no obligation to furnish any maintenance or support services to you in connection with the Software. Except for the foregoing, to the maximum extent permitted by applicable law, the Software Store will have no other warranty obligation whatsoever with respect to the Software. Any claim in connection with the Software related to product liability, a failure to conform to applicable legal or regulatory requirements, claims under consumer protection or similar legislation or intellectual property infringement are governed by this Agreement, and the Software Store is not responsible for such claims. You must comply with the Software Store Terms of Service and any other Software Store applicable rules or policies. The license to the Software is a non-transferable license to use the Software only on an applicable device that you own or control. You represent that you are not located in any U.S.-embargoed countries or other geographical areas or on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's list or Entity List. The Software Store is a third-party beneficiary to this Agreement and may enforce this Agreement against you.

INFORMATION COLLECTION & USAGE

By installing and using the Software, you consent to the information collection and usage terms set forth in this section and Licensor's Privacy Policy, including (where applicable) (i) the transfer of any personal information and other information to Licensor, its affiliates, vendors, and business partners, and to certain other third parties, such as governmental authorities, in the U.S. and other countries located outside Europe or your home country, including countries that may have lower standards of privacy protection; (ii) the public display of your data, such as identification of your user-created content or displaying your scores, ranking, achievements, and other gameplay data on websites and other platforms; (iii) the sharing of your gameplay data with hardware manufacturers, platform hosts, and Licensor's marketing partners; and (iv) other uses and disclosures of your personal information or other information as specified in the above-referenced Privacy Policy, as amended from time to time. If you do not want your information used or shared in this manner, then you should not use the Software.

For the purposes all data privacy issues, including the collection, use, disclosure, and transfer of your personal information and other information, the Privacy Policy located at www.take2games.com/privacy, as amended from time to time, takes precedence over any other statement in this Agreement.

WARRANTY

LIMITED WARRANTY: Licensor warrants to you (if you are the initial and original purchaser of the Software but not if you obtain the pre-recorded Software and accompanying documentation as a transfer from the original purchaser) that the original storage medium holding the Software is free from defects in material and workmanship under normal use and service for 90 days from the date of purchase. Licensor warrants to you that the Software is compatible with a personal computer meeting the minimum system requirements listed in the Software documentation or that it has been certified by the gaming unit producer as compatible with the gaming unit for which it has been published. However, due to variations in hardware, software, internet connections, and individual usage, Licensor does not warrant the performance of the Software on your specific computer or gaming unit. Licensor does not warrant against interference with your enjoyment of the Software; that the Software will meet your requirements; that operation of the Software will be uninterrupted or error-free; or that the Software will be compatible with third-party software or hardware or that any errors in the Software will be corrected. No oral or written statement or advice provided by Licensor or any authorized representative shall create a warranty. Because some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, some or all of the above exclusions and limitations may not apply to you.

If for any reason you find a defect in the storage medium or Software during the warranty period, Licensor agrees to replace, free of charge, any Software discovered to be defective within the warranty period as long as the Software is currently being manufactured by Licensor. If the Software is no longer available, Licensor retains the right to substitute a similar piece of Software of equal or greater value. This warranty is limited to the storage medium and the Software as originally provided by Licensor and is not applicable to normal wear and tear. This warranty shall not be applicable and shall be void if the defect has arisen through abuse, mistreatment, or neglect. Any implied warranties prescribed by statute are expressly limited to the 90-day period described above.

Except as set forth above, and provided that if you are a resident of an EU member state Licensor warrants that the Software will be fit for purpose and of satisfactory quality, this warranty is in lieu of all other warranties, whether oral or written, express or implied, including any other warranty of merchantability, fitness for a particular purpose, or non-infringement, and no other representations or warranties of any kind shall be binding on Licensor.

When returning the Software subject to the limited warranty above, please send the original Software only to Licensor address specified below and include: your name and return address; a photocopy of your dated sales receipt; and a brief note describing the defect and the system on which you are returning the Software.

YOUR RESPONSIBILITY TO LICENSOR

To the fullest extent of applicable law, you agree to be responsible and liable to Licensor, its partners, licensors, affiliates, contractors, officers, directors, employees, and agents in respect of all damages, losses, and expenses arising directly or indirectly from your acts and omissions to act in using the Software pursuant to the terms of the Agreement.

TO THE FULLEST EXTENT OF APPLICABLE LAW, LICENSOR SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM POSSESSION, USE, OR MALFUNCTION OF THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, DAMAGES TO PROPERTY, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION, AND, TO THE EXTENT PERMITTED BY LAW, DAMAGES FOR PERSONAL INJURIES, PROPERTY DAMAGE, OR LOST PROFITS OR PUNITIVE DAMAGES FROM ANY CAUSES OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SOFTWARE, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY, OR OTHERWISE, WHETHER OR NOT LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT OF APPLICABLE LAW, LICENSOR'S LIABILITY FOR ALL DAMAGES SHALL NOT (EXCEPT AS REQUIRED BY APPLICABLE LAW) EXCEED THE ACTUAL PRICE PAID BY YOU FOR USE OF THE SOFTWARE.

IF YOU ARE A RESIDENT OF AN EU MEMBER STATE, NOTWITHSTANDING ANYTHING TO THE CONTRARY SET OUT ABOVE, LICENSOR IS RESPONSIBLE FOR LOSS OR DAMAGE YOU SUFFER THAT IS A REASONABLY FORESEEABLE RESULT OF LICENSOR'S BREACH OF THIS AGREEMENT OR ITS NEGLIGENCE, BUT IT IS NOT RESPONSIBLE FOR LOSS OR DAMAGE THAT IS NOT FORESEEABLE.

WE DO NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM OUR NETWORK AND OTHER PORTIONS OF THE INTERNET, WIRELESS NETWORKS, OR OTHER THIRD-PARTY NETWORKS. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF THE INTERNET AND WIRELESS SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES MAY IMPAIR OR DISRUPT YOUR CONNECTIONS TO THE INTERNET, WIRELESS SERVICES, OR PORTIONS THEREOF. WE CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. TO THE FULLEST EXTENT OF APPLICABLE LAW, WE DISCLAIM ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO THIRD-PARTY ACTIONS OR INACTIONS THAT IMPAIR OR DISRUPT YOUR CONNECTIONS TO THE INTERNET, WIRELESS SERVICES, OR PORTIONS THEREOF OR THE USE OF THE SOFTWARE AND RELATED SERVICES AND PRODUCTS.

TERMINATION

This Agreement is effective until terminated by you or by the Licensor. This Agreement automatically terminates when Licensor ceases to operate the Software servers (or games exclusively operated online), if Licensor determines or believes your use of the Software involves or may involve fraud or money laundering or any other illicit activity, or upon your failure to comply with terms and conditions of this Agreement, including, but not limited to, the License Conditions above. You may terminate this Agreement at any time by (i) requesting Licensor to terminate and delete your User Account that is used to access or use the Software using the method set forth in the Terms of Service or (ii) destroying and/or deleting any and all copies of all Software in your possession, custody, or control. Deleting the Software from your Game Platform will not delete the information associated with your User Account, including any VC and VG associated with your User Account. If you reinstall the Software using the same User Account, then you may still have access to your prior User Account information, including any VC and VG associated with your User Account. However except as otherwise prohibited by applicable law, if your User Account is deleted upon termination of this Agreement for any reason, all VC and/or VG associated with your User Account will also be deleted, and you will no longer be available for use the Software or any VC or VG associated with your User Account. If this Agreement terminates due to your violation of this Agreement, Licensor may prohibit you from re-registering or re-accessing the Software. Upon any termination of this Agreement, you must destroy or return the physical copy of Software to Licensor, as well as permanently destroy all copies of the Software, accompanying documentation, associated materials, and all of its component parts in your possession or control, including from any client server, computer, gaming unit, or mobile device on which it has been installed. Upon termination of this Agreement, your rights to use the Software, including any VC or VG associated with your User Account, will terminate immediately, and you must cease all use of the Software. The termination of this Agreement will not affect our rights or your obligations arising under this Agreement.

U.S. GOVERNMENT RESTRICTED RIGHTS

The Software and documentation have been developed entirely at private expense and are provided as "Commercial Computer Software" or "restricted computer software." Use, duplication, or disclosure by the U.S. Government or a U.S. Government subcontractor is subject to the restrictions set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clauses in DFARS 252.227-7013 or as set forth in subparagraph (c)(1) and (2) of the Commercial Computer Software Restricted Rights clauses at FAR 52.227-19, as applicable. The Contractor/Manufacturer is Licensor at the location listed below.

EQUITABLE REMEDIES

You hereby agree that if the terms of this Agreement are not specifically enforced, Licensor will be irreparably damaged, and therefore you agree that Licensor shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect any of this Agreement, including temporary and permanent injunctive relief, in addition to any other available remedies.

TAXES AND EXPENSES

You shall be responsible and liable to Licensor and any and all of its affiliates, officers, directors, and employees for all taxes, duties, and levies of any kind imposed by any governmental entity with respect to the transactions contemplated under this Agreement, including interest and penalties thereon (exclusive of taxes on Licensor's net income), irrespective of whether included in any invoice sent to you at any time by Licensor. You shall provide copies of any and all exemption certificates to Licensor if you are entitled to any exemption. All expenses and costs incurred by you in connection with your activities hereunder, if any, are your sole responsibility. You are not entitled to reimbursement from Licensor for any expenses, and will hold Licensor harmless therefrom.

TERMS OF SERVICE

All access to and use of the Software is subject to this Agreement, the applicable Software documentation, Licensor's Terms of Service, and Licensor's Privacy Policy, and all terms and conditions of the Terms of Service are hereby incorporated into this Agreement by this reference. These agreements represent the complete agreement between you and Licensor relating to use of the Software and related services and products and supersede and replace any prior agreements between you and Licensor, whether written or oral. To the extent there is a conflict between this Agreement and the Terms of Service, this Agreement shall control.

MISCELLANEOUS

If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the remaining provisions of this Agreement shall not be affected.

BINDING INDIVIDUAL ARBITRATION - PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY ALTER YOUR RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

1. This binding individual arbitration section will not apply to the extent prohibited by the laws of your country of residence.
2. You and the Company agree that should any dispute, claim, or controversy arise between us regarding any Company products or services (hereafter a "Dispute"), whether based in contract, statute, regulation, ordinance, tort (including fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory, except for those matters listed in the Exclusions From Arbitration paragraph below, and expressly including the validity, enforceability, or scope of this 'BINDING INDIVIDUAL ARBITRATION' section (with the exception of the enforceability of the Class Action Waiver clause below), shall be submitted to binding arbitration, as described below, rather than being resolved in court. The term "Dispute" is to be given the broadest possible meaning that will be enforced and includes, for example, all matters arising under this Agreement, the Privacy Policy, the Terms of Service, or any other agreement with the Company. You understand that there is no judge or jury in arbitration and that court review of an arbitration award is limited.
3. **Exclusions From Arbitration.** You and the Company agree that any claim filed by You or the Company in small claims court on an individual basis are not subject to the arbitration terms contained in this Section. In addition, the Company or You shall have the right to seek an injunction against you in court in order to preserve the status quo while an arbitration proceeds.
4. **Class Action Waiver.** THE ARBITRATION PROCEEDINGS DESCRIBED HEREIN WILL BE CONDUCTED ON AN INDIVIDUAL BASIS ONLY. Neither You nor the Company shall be entitled to join or consolidate disputes by or against other individuals or entities, or to arbitrate any dispute in a representative capacity, including, without limitation, as a representative member of a class or in a private attorney general capacity, in connection with any Dispute. Further, unless both You and the Company agree, the arbitrator may not consolidate more than one person's claim. The arbitrator may award any individual relief or individual remedies that are permitted by applicable law, but to the maximum extent permitted by applicable law, may not award relief against the Company respecting any person other than You.
5. **Right to Opt Out of Binding Arbitration.** IF YOU WISH TO OPT OUT OF THIS BINDING INDIVIDUAL ARBITRATION REQUIREMENT, YOU MUST NOTIFY US IN WRITING WITHIN 30 DAYS OF THE DATE THAT YOU ACCEPT THIS AGREEMENT BUT ARE OPTING OUT OF BINDING INDIVIDUAL ARBITRATION, UNLESS A LONGER PERIOD IS REQUIRED BY APPLICABLE LAW. Your written notification must be mailed to TAKE TWO INTERACTIVE SOFTWARE, LEGAL DEPARTMENT, ATTN: ARBITRATION OPT OUT, 110 West 44th Street, New York, New York, 10036. Your notice must include (1) your full name; (2) your mailing address; (3) your Social Club online ID, if you have one; and (4) a clear statement that you do not wish to resolve disputes with the Company through arbitration. You are responsible for ensuring the Company's receipt of your opt-out notice, and you therefore may wish to send a notice by means that provide a written receipt.
6. **Notice of Dispute.** If you have a Dispute with the Company, you must send written notice to TAKE TWO INTERACTIVE SOFTWARE, LEGAL DEPARTMENT, ATTN: ARBITRATION OF DISPUTE, 110 West 44th Street, New York, New York, 10036, in order to give the Company the opportunity to resolve the dispute informally through negotiation. Notice must be provided within two (2) years of the Dispute having arisen, but in no event after the date on which the initiation of legal proceedings would have been barred under the applicable statute of limitations. The failure to provide timely notice shall bar all claims. If the Company has a dispute with You, the Company will provide notice to the address it has on file for you, if possible. You and the Company agree to negotiate the Dispute in good faith for no less than 30 days after notice of the Dispute is provided. If the Dispute is not resolved within 30 days after receipt of notice of the Dispute, the Company or You may pursue the claim in arbitration as provided in this section.
7. **Arbitration Rules and Procedures.** Arbitration shall be subject to the U.S. Federal Arbitration Act and federal arbitration law, and shall be conducted by Judicial Arbitration Mediation Services, Inc. ("JAMS") pursuant to the JAMS Streamlined Arbitration Rules and Procedures effective July 1, 2014 (the "JAMS Rules"), as modified by this agreement to arbitrate. The JAMS Rules, including instructions for initiating an arbitration, are available on its website at <http://www.jamsadr.com/rules-streamlined-arbitration>. The Company will pay its arbitration costs as required by the JAMS Rules and, in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, the Company will pay as much of your arbitration filing and hearing fees as the arbitrator deems it necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation. Each side shall pay his, her, or its own attorneys' fees and costs unless the claim(s) at issue permit the prevailing party to be paid its fees and/or litigation costs, in which case the arbitrator shall award fees or costs as required by the applicable law.
8. **Location of Arbitration.** At Your option, if an in-person hearing is required under the JAMS Rules, the hearing will occur either in New York County, New York, or in the United States county in which You reside.
9. **Decision of the Arbitrator.** Any decision or award by the arbitrator shall be final and binding on the parties. 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 in law or equity which are requested by the parties and which the arbitrator determines are supported by credible relevant evidence. Any decision or award may be enforced as a final judgment by any court of competent jurisdiction. If either party unsuccessfully challenges the validity of an award, the unsuccessful party shall pay the opposing party's costs and attorneys' fees associated with the challenge.

10. Continuation in Effect. This Binding Individual Arbitration section survives any termination of this Agreement or the provision of services to You by the Company.
11. Ability to Change Terms and Conditions Inapplicable. Although the Company may revise its End User License Agreement, Privacy Policy, Terms and Conditions, or other agreements at its discretion, the Company does not have the right to alter this agreement to arbitrate or the rules specified herein with respect to any Dispute once that Dispute has accrued.
12. Severability. If any part of this arbitration provision is deemed invalid, unenforceable, or illegal, then the balance of this arbitration provision shall remain in effect and be construed in accordance with its terms as if the invalid, unenforceable, or illegal provision had not been included. The sole exception to this is the class action waiver provision. If the prohibition on the arbitration proceeding on a class basis is found to be invalid, unenforceable, or illegal, then the entirety of this arbitration agreement shall be null and void and the Dispute shall proceed in court under applicable class action rules and procedures. If, for any reason, a claim proceeds in court rather than in arbitration, the dispute shall be exclusively brought in state or federal court in New York County, New York. Suits brought in state court may be removed to federal court by either party if permissible by law.

GOVERNING LAW

This Agreement is entered into in the State of New York and shall be governed by, and construed in accordance with, the laws of the State of New York, exclusive of its choice of law rules. For any disputes not subject to binding individual arbitration, you and the Company agree to submit to the exclusive jurisdiction of the state and federal courts in New York County, New York, and to waive any jurisdictional, venue, or inconvenient forum objections to such courts (but without affecting either party's rights to remove a case to federal court if permissible). This paragraph will be interpreted as broadly as applicable law permits. For example, if you are a resident of a European Union member state, you will benefit from any mandatory provisions of consumer protection law in the member state in which you are resident, and you can bring legal proceedings in relation to this Agreement in the courts of the member state in which you are resident. You agree that any violation by You of this Agreement, the Privacy Policy, the Terms of Service, or any other agreement with the Company, shall constitute an affirmative defense (whether characterized as arising at law or equity) against any claim you might assert against the Company relating to its software or services. You and Licensor agree that the UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) shall not apply to this Agreement or to any dispute or transaction arising out of this Agreement. The Company has the right to prosecute civil claims against you for any violation of its End User License Agreement, the Terms of Service, the Privacy Policy, or any other governing terms and conditions related to its software and services, whether for breach of contract, violation of common law rights, or violation of any applicable state or federal statute.

IF YOU HAVE ANY QUESTIONS CONCERNING THIS AGREEMENT, YOU MAY CONTACT US IN WRITING AT: TAKE-TWO INTERACTIVE SOFTWARE, INC., 110 W 44th Street, New York, NY 10036 UNITED STATES OF AMERICA.

All other terms and conditions of the EULA apply to your use of the Software.

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