CHMERA SQUAD













IMPORTANT HEALTH WARNING: PHOTOSENSITIVE 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. Parents, watch for or ask children about these symptoms—children and teenagers are more likely to experience these seizures. The risk may be reduced by being farther from the screen; using a smaller screen; playing in a well-lit room, and not playing when drowsy or fatigued. If you or any relatives have a history of seizures or epilepsy, consult a doctor before playing.





DIVERSIS VIRIBUS.

CITY 31. 2040.

XCOM won the war. But humanity is no longer the only sentient species on Earth. Former invaders now live side-by-side a native population with a notoriously long memory. Humans, aliens, and hybrids; civilians, soldiers, and rebels...that they've forged any peace, however tenuous, is a miracle. Welcome to City 31, a city that aspires to set the worldwide example for stability, coexistence, and the future of civilization itself...That is, if Chimera Squad succeeds in preventing external threats from annihilating it along the way.

GAME OVERVIEW

XCOM: Chimera Squad delivers an all-new story and turn-based tactical combat experience in the XCOM universe, featuring unique Agents equipped with special tactical abilities and driven by different motivations.

Deploy targeted team members to investigate and combat the dangers that pervade City 31. Lead Chimera Squad through a new experience that innovates on XCOM's turn-based legacy, utilizing strategy, teamwork, and new breach-and-clear gameplay to complete your mission objectives.

FEATURES:

- Unique Alien and Human Agents: Each of the 11 agents have their own distinct personality and tactical abilities, including species-specific attacks like the Viper's tongue pull.
- Specialized and Complementary Classes: Execute devastating combos by teaming the right agents and utilizing cooperative actions. The difference between mission success and failure can depend wholly on team composition.
- Re-Envisioned Tactical Combat: Missions are structured as a series of discrete, explosive encounters, keeping the action intense and unpredictable.
- Breach Mode: Shape the battlefield to your advantage with a new combat phase that injects your squad right into action. Strategically assign your agents to different entry points and coordinate their assault with a range of Breach-specific skills.
- Interleaved Turns: An automatic initiative system slots individual agents and enemies into an alternating turn order, creating new strategic possibilities based on what unit is queued to act next—and what unit is at the greatest risk when they do.
- Suspenseful Strategy Layer: Outside of combat, manage the operations of a hightech HQ, where you must prioritize competing tasks, investigations, and agent assignments in the face of a ticking clock: the constantly rising unrest in the city's various districts driving City 31 closer and closer to total anarchy.

NARRATIVE BRIEFING

After years of alien rule, humanity won the war for Earth. But when the Overlords fled the planet, they left their former soldiers behind. Now, five years after the events of XCOM 2, humans and aliens are working together to forge a civilization of cooperation and coexistence.

XCOM has turned its focus to guarding the skies, and Reclamation Agency has been formed to keep the peace on the ground. Specifically, the Agency is tasked with reclaiming the dangerous off-world weapons and technology that remain scattered across the planet, wartime artifacts that could be devastating in the wrong hands.

City 31, a bustling metropolis where humans, aliens, and hybrids intermingle, has emerged as a model of peace in the post-invasion world. Vipers work as bank tellers, Sectoids hawk ramen, and Androids babysit children, all integrating into the remnants of human society. However, not all of Earth's inhabitants support interspecies alliance, and certain factions have begun hoarding potentially lethal alien tech. Chimera Squad, an elite force of human and alien agents, must destroy the underground threats driving the city toward chaos and safeguard the city's fractious peace.

PC SYSTEM REQUIREMENTS



OS: Windows® 7, 64-bit Processor: 2.4 GHz Quad Core Memory: 4GB RAM DirectX: Version 11 Storage: 18GB available space Sound Card: DirectX compatible sound card Graphics: 1GB AMD Radeon HD 7770, 1GB NVIDIA GeForce 650 or better *RECOMMENDED:* OS: Windows® 7, 64-bit Processor: 3 GHz Quad Core Memory: 8GB RAM Storage: 18GB available space Sound Card: DirectX compatible sound card Graphics: 2GB AMD Radeon R9 290, 2GB NVIDIA GeForce GTX 980 or better

GAME CONTROLS: MOUSE & KEYBOARD

MENU

	PRIMARY KEY	SECONDARY KEY
CONFIRM	Enter	Spacebar
CANCEL	Escape	Right Mouse Button
NAVIGATE UP	Up	W
NAVIGATE DOWN	Down	S
NAVIGATE LEFT	Left	A
NAVIGATE RIGHT	Right	D

TACTICAL

	PRIMARY KEY	SECONDARY KEY
SHOT HUD/CONFIRM ACTION	Enter	Spacebar
CANCEL/PAUSE	Escape	
MOVE UNIT TO CURSOR	Right Mouse Button	
INTERACT WITH OBJECTS	V	
END TURN	End	
CENTER CAMERA ON ACTIVE UNIT	Home	
CAMERA MOVE UP	W	
CAMERA MOVE DOWN	S	
CAMERA MOVE LEFT	А	
CAMERA MOVE RIGHT	D	
CAMERA ROTATE LEFT	Q	And the second se
CAMERA ROTATE RIGHT	E	
CAMERA ZOOM IN	Т	Mouse Scroll Up
CAMERA ZOOM OUT	G	Mouse Scroll Down
CAMERA FREE ZOOM	Middle Mouse Button	
TOGGLE ZOOM LEVEL	Z	
NEXT UNIT/TARGET	ТАВ	

	PRIMARY KEY	SECONDARY KEY
PREVIOUS UNIT/ TARGET	Left Shift	
RELOAD	Right Mouse Button	
ABILITY 1	1	
ABILITY 2	2	
ABILITY 3	3	
ABILITY 4	4	
ABILITY 5	5	
ABILITY 6	6	
ABILITY 7	7	
ABILITY 8	8	
ABILITY 9	9	
ABILITY 10	0	
VIEW ENEMY PREVIEW	Left Alt	

GAME CONTROLS: GAMEPAD



CONTROL	TACTICAL	STRATEGY
	Move Cursor	Menu
8	Move Camera	N/A
0	Rotate Camera	Change Agent
0	Elevate Camera	Menu
۸	Move Unit/Take Action	Select
0	Back	Back
×	Overwatch	Hire Field Teams
\odot	Subdue	Open Agent Menu
LB RB	Timeline Unit Selection	Toggle Agents (Armory/Supply)
LTRT	Zoom Out/Agent Abilities	Field Team Abilities
0	Screenshot/Video Clip	Screenshot/Video Clip
	Pause Menu	Pause Menu

STRATEGY OVERVIEW

Tactics win battles, but Strategy wins wars. The Strategy layer of *XCOM*: *Chimera Squad* represents everything that takes place in between Tactical (combat) Missions. While Tactical activities focus on combat and moment-to-moment survival, Strategy activities generally relate to the city's development and squad progression, such as choosing your next Mission, training agents, and purchasing gear.

The Strategy layer takes place entirely at Chimera Squad HQ and involves investigating each of the three enemy Factions currently threatening City 31. Your ultimate goal is to complete all three Investigations and neutralize each Faction. One of the earliest decisions you'll need to make is which Investigation to pursue first.

PRO TIP

Whatever Investigations you don't choose now will provide the corresponding Factions time to increase their strength and resources, becoming more challenging enemies later.

STRATEGY STRUCTURE

Investigations each focus on a separate enemy Faction. They can be undertaken in any order, one at a time. The Faction at the center of each Investigation determines what types of enemies you'll face. Investigations contain three types of activities: Groundwork, Operations, and Takedowns.

INVESTIGATION

 Groundwork is a special type of Tactical Mission that introduces an Investigation's major conflict. Each Investigation starts with one Groundwork Mission that must be resolved before the Investigation can progress.

 A series of Operations forms the bulk of an Investigation. Each Operation has a Hidden Target, an end goal that must be unlocked by completing different actions. These actions, called Missions and Situations, are what progress the game.

- Missions involve leaving HQ and taking four agents into Tactical combat.
- Lead Missions unlock the Hidden Target sooner and provide rewards.
- Side Missions don't advance the Operation but provide important resources and equipment to keep the squad prepared for danger.

Takedown

- Situations can be completed from within HQ. They don't require combat and cost nothing but time.
- Hidden Target Missions are operational end goals only available after a certain number of Lead Missions and Situations have been resolved. Completing a Hidden Target Mission marks the end of an Operation.
- A Takedown marks the end of each Investigation. These dangerous and challenging combat Missions neutralize the corresponding enemy Faction by confronting its powerful leader. Like Groundwork Missions, there is only one Takedown per Investigation.



Time is a critical consideration in XCOM: Chimera Squad.

- In-game time typically advances by completing Missions or Situations.
- Many Strategy tasks take a certain number of in-game days to complete.
- Missions and Situations are only available for a limited time.

PRO TIP

An agent assigned to a Strategy task that takes two in-game days to complete will not be available to deploy on Tactical Missions until those two days have passed. Agent can be removed from Facility slots, but at the cost of progress.

WARNING

You can sometimes manually advance the in-game day without completing a Mission or Situation. However, this can trigger Unrest to rise in some parts of the city (see the Unrest and Anarchy section).

UNREST & ANARCHY



City 31 is divided into nine distinct neighborhoods, or Districts. Each District has an individual Unrest meter that measures the District's atmosphere. When citizens feel unsafe or crime is on the rise, Unrest increases. Completing Missions and Situations in a District or deploying a Field Team to that District decrease Unrest (see Field Teams). If a District's Unrest maxes out, conflict erupts, and Chimera Squad may need to take emergency action.

WARNING

Unrest rises faster when the game is set to higher difficulties.

The city has an overall measure of agitation called the Anarchy meter. If Unrest in any District reaches a critical level, it will raise City Anarchy.

WARNING

If the Anarchy meter maxes out, Chimera Squad will fail, and your game will end.

PRO TIP

Remember that Field Teams and Spec Ops can help manage City Anarchy when it starts to rise.

FIELD TEAMS

Field Teams are the unseen agents that work behind-the-scenes under your direction to manage Unrest or collect resources and intelligence for Chimera Squad (see the Resources section).

One team can operate in each District. It costs Intel to initially deploy a Field Team, then additional Intel each time the team is upgraded. However, Field Teams are always assigned a specialty upon deployment. These specialties grant various benefits and weekly bonus Resources, making every Intel investment worth your while.

Team Type	Starting Benefits
1111	Provides bonus Credits every Friday
9	Provides bonus Credits when a Mission is completed in that District
FINANCE	Lowers Unrest whenever a Situation is completed in that District
	Provides bonus Intel every Friday
L ²	Provides bonus Intel when a Mission is completed in that District
SECURITY	Automatically reduces Unrest every Friday in that District
1	Provides bonus Elerium every Friday
\bigotimes	Provides bonus Elerium when a Mission is completed in that District
TECHNOLOGY	Missions completed in that District help reveal the next Hidden Target sooner

Field Teams are managed entirely from HQ with the click of a button. These invisible operatives can't engage in Tactical combat, but also never suffer injuries. As you deploy and upgrade multiple Field Teams, you'll unlock access to four critical abilities to help you manage City 31.

Each citywide ability has different requirements to unlock, such as deploying a certain number of Field Teams, assigning a certain number of Field Teams to a certain specialty, or upgrading a certain number of Field Teams to a certain level.

PRO TIP

Field Team abilities are different than the bonuses provided by different Field Team specialties. Specialty bonuses are passive effects that occur automatically; Field Team abilities are manually triggered by you to serve a specific and immediate purpose, like lowering Unrest in a District of your choosing.

Field Team Abilities		
VIGILANCE	Lowers Unrest in a single District.	
QUARANTINE	Freezes Unrest in a single District, preventing Unrest from continuing to rise.	
DRAGNET	Provides additional Situation rewards. Instead of having to choose which single Situation to complete, this ability lets you complete two Situations: the first grants a partial reward and the second grants a full reward.	
MAJOR CRIMES TASK FORCE	Lowers City Anarchy.	

WARNING

Once a Field Team ability has been unlocked, you can use it any time. However, once a Field Team ability has been activated, it goes on cooldown for a certain number of in-game days. You won't have to unlock the ability in order to use it again, but you will have to wait for its cooldown to end.

RESOURCES



Chimera Squad utilizes three key resources: Elerium, Credits, and Intel. These resources are earned as rewards for completing Missions, Situations, and other tasks. Additional resources are funneled to Chimera Squad on a weekly basis from Field Teams. You can spend these resources to craft new gear designs (Elerium), purchase new gear (Credits), and deploy Field Teams (Intel).

PRO TIP

Subduing and capturing enemies on Missions rather than killing them can provide handy resource bonuses in addition to standard Mission rewards.

HQ FACILITIES

CITY MAP >> 3D Strategizing Display



Displays City 31's Districts, each District's current Unrest, and all available Missions and Situations.

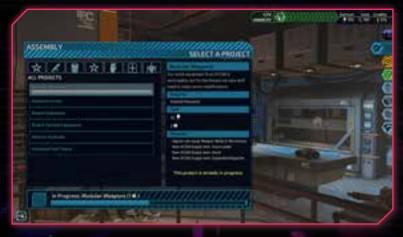
Activities:

- Choose your next task
- Deploy your squad
- Manage your Field Teams

PRO TIP

The four buttons at the bottom of the Map represent the four special abilities unlocked by your Field Teams.

ASSEMBLY >> Squad Workshop



Displays available manufacturing and upgrade projects. Beginning a project costs Elerium.

Activities:

- Upgrade standard equipment
- Unlock new items for purchase in Supply
- Upgrade HQ facilities
- Unlock modifications

PRO TIP

Assembly projects do NOT require an agent be assigned to Assembly, although assigning an agent helps complete tasks faster.

SPEC OPS >> Non-Combat Operations Center



Displays available non-combat tasks that can be undertaken to gain useful benefits. Different tasks require a different number of in-game days to complete.

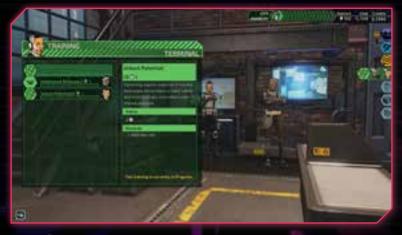
Activities:

- Reduce the time needed to unlock a Hidden Target
- Generate a certain amount of Elerium, Credits, or Intel
- Reduce Unrest
- Recruit Field Teams

PROTIP

Spec Ops tasks REQUIRE an agent be assigned to Spec Ops. Tasks can be abandoned while underway, but all progress will be lost and no rewards will be gained.

TRAINING >> Conditioning Center



Allows agents to improve their skills or rehabilitate from injuries. Training sessions require a certain number of in-game days to complete.

Activities:

- Class Training: Provides a stat buff or unique passive ability to complement an agent's individual skillset.
- Scar Training: Removes a Scar an agent has received, even if that Scar has been deepened (see Scars in the Tactical Concepts section).

ARMORY >> Squad Locker Room



Displays all agents currently in your squad, as well as their detailed information and current equipment.

Activities:

- View agents' stats
- Choose new skills for agents who have ranked up
- Distribute weapons, armor, and consumables
- Tint agents' armor
- Read agents' bios

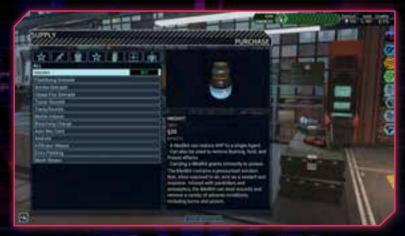
PRO TIP

All agents can be managed in the Armory, even if they are assigned to another duty elsewhere.

AGENT STATS	DEFINITION	
HEALTH	Determines how much damage a unit can receive during combat and remain active in a fight.	
MOBILITY	Determines how far a unit can move using an action.	
WILL	Determines a unit's resistance to ordinary mental effects like Panic or Disorient (see Status Effect table).	

AIM	Determines the likelihood of a unit successfully landing a hit on a target, combined with factors such as distance, cover, special abilities, and equipment.	
DODGE	Determines a unit's ability to mitigate some amount of physical damage after an enemy successfully lands a hit.	
CRIT	Determines the likelihood that a successful hit will become a Critical Hit and deal bonus damage to the target.	
PSI	Determines a unit's resistance to alien mental attacks like Mind Control (see Status Effect table).	
OTHER STATS*	*granted by abilities, gear, etc.	
ARMOR	Reduces the amount of damage a unit receives on a point- for-point basis after being hit by an enemy.	
DEFENSE	Makes a unit more difficult for enemies to successfully hit.	

SUPPLY >> Procurement Center



Displays items and equipment currently available for purchase with Credits.

Activities:

Purchase new loadout equipment

PRO TIP

Supply expands its list of available offerings as you complete Assembly projects.

INVESTIGATION >> Information Archive

Displays your overall progress through the campaign, including your current status and completed, pending, and upcoming Operations.

PRO TIP

Investigation displays any Dark Events currently underway that may make your Missions more difficult. Dark Events can make enemies more powerful, more numerous, or worse.

SCAVENGER >> Gray Market



Displays rare items and equipment currently available for purchase with Intel. The further you progress through the campaign, the better the available gear will become.

Activities:

- Purchase rare loot
- Exchange resources at a reduced rate
- Access Epic Weapons that:
 - Provide new tactical options to agents
 - Have unique visual designs
 - Can only be obtained from the Scavenger's Market or as special Mission rewards
 - Benefit from standard weapon upgrades

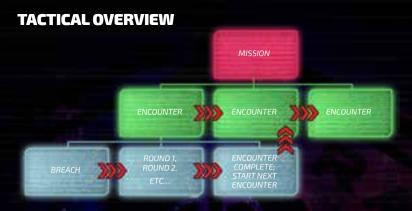
XCOM: Chimera Squad

WARNING The Scavenger's Market is only intermittently available for business.

STRATEGY GAME SCREEN



- 1. CURRENT OBJECTIVE: Displays the overarching goal for your current investigation.
- ANARCHY TRACKER: Displays the current Anarchy level of City 31. If Anarchy reaches its max, your current playthrough ends in failure.
- RESOURCES: Displays your current amounts of the key resources Chimera Squad uses to keep operations running.
- 4. FACILITY MENU: Displays different locations at the squad's HQ. Each corresponds to a different activity that can only be performed in the Strategy layer. Click a facility to visit and interact with that location.
- 5. NOTIFICATIONS: Messages regarding important tasks or information appear here, including "Critical Mission" alerts, which announce when there's a Mission on the City Map that must be completed on that in-game day.
- DATE: Displays the current in-game date, which advances as you go on Missions. Many Strategy activities require a certain number of days to complete.
- 7. DUTY ASSIGNMENTS: Displays which agents are currently assigned to which tasks. For example, the Duty Assignments on the City Map show which agents are currently slated to deploy on your next combat Mission. An empty square indicates a location/task with no unit currently assigned to it. Duty Assignments are exclusive, and agents can only be assigned to one duty at a time.



Combat takes place in the Tactical layer of *XCOM: Chimera Squad*, when four agents deploy on a Mission. Missions always involve combat, but may have additional goals, such as rescuing a VIP.

A Mission is comprised of one to three discrete mini-battles called Encounters. An Encounter is made up of one Breach (see the Breach section), followed by multiple Rounds of combat (see the Rounds & Turns section).

Agents must complete each Encounter successfully before moving on to the next one and cannot return to HQ to resupply until the entire Mission is over.

PRO TIP

Between each consecutive Encounter in a Mission, all agents automatically reload, and seriously wounded agents who have not fallen Unconscious (see the Status Effects table) heal to half HP.

BREACH



Breach mode is a new type of turn in the XCOM franchise that takes advantage of the game's contained and focused combat zones.

All agents have unique abilities and access to special items that can only be used during a Breach. While multiple agents can use items and abilities during a single Breach, some abilities can only be used once per Mission.

A Breach offers you one or more ways to enter a combat zone; each point of entry is a Breach Point. Each Breach Point can provide buffs or debuffs to agents, and some can only be used by agents with certain abilities or gear. Each Breach Point might offer slots for one, two, three, or four agents.

PRO TIP

Split your squad between multiple Breach Points to try to gain control of more of the battlefield, or send all four squad members through a single Breach Point to more effectively focus fire.

The Breach Timeline displays the order in which your agents will Breach into the Encounter and take their initial actions. This order can be rearranged for maximum effect.

Once agents burst into the combat zone, they can be given specific targeting instructions. Entering through different Breach Points may position agents in different parts of the battlefield.

Enemies can be Surprised, Alert, or Aggressive and will act accordingly during Breach (see the Awareness Level table). As you progress through the game, Encounters will involve more Alert and Aggressive enemies.

PRO TIP

Even enemies able to take an action during Breach can only do so after all Chimera agents have acted first, giving the squad a chance to run for cover if needed.

AWARENESS LEVEL	EFFECT
SURPRISED	Surprised enemies can't take any actions during Breach.
ALERT	Alert enemies can move or use an ability during Breach but can't attack.
AGGRESSIVE	Aggressive enemies can attack during Breach.

ROUNDS & TURNS

When the Breach Round ends, standard Rounds begin. While the Objectives for some Encounters need to be completed within a certain number of Rounds, most Encounters do not impose a Round limit.

Each unit involved in a fight gets one turn each Round. Turns are interleaved, meaning individual allies and enemies alternate taking actions. Turn order can be viewed on the Timeline at the right side of the screen. Once every unit has taken a turn, the next Round begins.

During their turn, units can move, perform an action, or both. A standard move allows a unit to perform an action in addition to moving but prevents agents from moving beyond the blue boundary on the map. Units may alternately elect to Dash, which allows them to move up to the map's yellow boundary but prevents them from taking an action.

Some actions, like shooting, automatically end a unit's turn. Other actions may be used prior to a move. Free Actions can be used any time during an agent's turn and can be used in addition to movement and another ability.

During an agent's turn, their available actions are shown in the Action Bar at the bottom of the screen. If you select an action or ability that requires a target, Targeting Icons will appear above the Action Bar to display all possible targets. Abilities that can't currently be used will have grayed-out icons.

GENERAL ABILITIES

During their turn, an agent can use one of their unique skills or activate a General Ability, which is an action all agents have access to.

General Abilities	
FIRE WEAPON	All agents can use their action to fire their default weapon.
USE ITEM	Agents can be equipped with a variety of utility items to use during combat. These items grant effects like healing, shielding, teleportation, and even Timeline shifts. Some cost an action to use, while others can be used for free.
OVERWATCH	Directs an agent to monitor a cone-shaped field and shoot the first enemy to enter. Activating Overwatch ends an agent's turn.
STABILIZE	Prevents an ally who is Bleeding Out from dying. Can only be used in melee range or via a robotic drone called a GREMLIN.
TEAM UP	Spends one of an agent's actions to shift another agent up the Timeline. The shifted teammate will act as soon as the current agent's turn resolves. This ability can only be used once per Mission.
PREPARATION	Increases an agent's Defense and Dodge and moves their next turn earlier in the Timeline. Activating Preparation ends an agent's current turn.
SUBDUE	Deals a small amount of nonlethal damage. If it reduces an enemy to 0 HP, they are rendered Unconscious rather than being killed. Always has a 100% chance to hit, but requires agents be adjacent to the target. Activating Subdue ends an agent's current turn.
INTERACT	Allows agents to interact with an object, such as opening a door or using a computer terminal.

EVAC	Appears only when an agent is in a marked Evac Zone; evacuates the agent to safety.
RELOAD	Allows an agent to replenish their weapon if they run out of bullets during an Encounter.

PRO TIP

Unconscious enemies are captured at the end of a Mission and provide additional Intel beyond the Mission's base rewards. Capturing more enemies increases chance of reward.

STATUS EFFECTS

Some abilities or environmental hazards can inflict status effects. Both Chimera Squad agents and their enemies have access to such abilities.

Status Effect	Category	Description
MIND CONTROLLED/ HAYWIRE	Mental	Grants the opposing team control of the unit.
STUNNED/SHUTDOWN	Mental	Prevents a unit from acting while in effect.
1?2 DISORIENTED	Mental	Prevents a unit from using most abilities other than their primary attack and inflicts a small penalty to Aim.
N PANICKED	Mental	Causes a unit to take an immediate Panic turn, which can include movement, an attack on an enemy, or an attack on ally.

STASIS	Incapacitating	but also renders them immune to damage and being targeted by abilities.
MARKED/ HOLO-TARGETED	Physical	Grants enemies a bonus to Aim against this unit. Prevents a unit from acting,
RUPTURED	Physical	Causes a unit to suffer additional damage from attacks.
WEAPON DISABLED	Physical	Prevents a weapon from being used until it has been reloaded.
ROOTED	Physical	Prevents standard move actions; does not affect special movement abilities.
LEVITATED	Physical	Subtracts all a unit's cover bonuses and prevents them from taking any reactions. Ends at the start of that unit's turn.
SHROUDED	Physical	Grants 100% Dodge and a small bonus to Defense.
BERSERK	Mental	Causes a unit to immediately attack the nearest other unit, regardless of whether it is an enemy or ally.

BLEEDING OUT	Incapacitating	Prevents a unit from acting and being targeted but does not grant immunity to untargeted or AoE damage. This effect has a timer, and when the timer runs out, the unit dies. While the timer is running, other units can use the Stabilize action to save the unit's life and remove the timer, upgrading the unit to Unconscious.
ZZZ UNCONSCIOUS	Incapacitating	Prevents a unit from acting and being targeted. When an Encounter ends, Unconscious enemy and ally units are removed from the combat zone and returned to HQ. Once a unit has been rendered Unconscious, there is no way for it to reenter combat on that Mission.
BURNING	Environmental	Inflicts damage on the unit at the start of each turn and prevents the unit from using most abilities other than their primary attack.
ACID BURN	Environmental	Shreds a unit's armor at the start of each turn and applies the Rupture effect for the Acid Burn's duration.
POISONED	Environmental	Inflicts damage on the unit at the start of each turn and reduces the unit's movement.
SMOKE	Tile Effect	Grants the Shrouded effect until the unit leaves the Smoke area.
FIRE	Tile Effect	Inflicts the Burning effect on all units that move through or stop in the Fire area; effect continues after leaving the Fire area.

نې ACID	Tile Effect	Inflicts the Acid Burn effect on all units that move through or stop in Acid areas; effect continues after leaving the Acid area.
POISON	Tile Effect	Inflicts the Poisoned effect on all units that move through or stop in Poison areas; effect continues after leaving the Poison area.

ENCOUNTER OBJECTIVES



Each Encounter in a Mission has its own discrete Objectives. These tasks are listed in the upper left-hand corner of the screen and are checked-off as they are completed. Objectives listed as "optional" aren't required for Mission Success but offer bonus rewards if completed.

WARNING

Some Encounters may require complex Objectives, such as preventing a certain number of enemies from escaping or civilians from being killed.

REINFORCEMENTS



Androids are robotic soldiers that can serve in Tactical Missions in place of agents. Androids are generally weaker than an agent but are expendable and can be lost without triggering Mission failure.

If an agent falls Unconscious during a Mission, you can assign an Android to fill in for them during the next Breach. Androids give you a better chance of completing Missions despite agent losses. They can be upgraded to improve base stats and equipped with weapons, armor, and standard utility items.

Enemies can also call in reinforcements. A reinforcement alert will appear on the Timeline several turns before new enemies appear on the battlefield. Enemy reinforcements can only enter combat from certain points on the map; these points are marked by a triangular icon with a skull. As enemy reinforcements arrive, each reinforcement unit is given its own slot on the Timeline.

CIVILIANS

If a Chimera Squad agent moves adjacent to a civilian, the bystander is rescued and will run to safety. If an enemy approaches a civilian, the bystander will flee to a different location within the Encounter. Completing an Encounter means any remaining civilians are automatically rescued.

PRO TIP

Most of the time, you won't be penalized for accidental civilian deaths. However, if enemies are actively attempting to harm civilians, failing to protect enough of them will cause you to fail the Mission.

BLEEDING OUT

Agents who suffer lethal damage collapse and start Bleeding Out. Their allies then have a certain number of turns to Stabilize them, upgrading them to Unconscious. If an agent isn't Stabilized, you will fail the Encounter and need to try again.

Agents who are Bleeding Out can't be directly targeted by enemies, but are still vulnerable to nontargeted and AoE attacks, which kill them instantly and cause you to fail the Encounter.

Agents can never become Unconscious without first Bleeding Out. Enemies do not have a Bleeding Out state and are either Killed or Unconscious when they reach 0 HP. Enemies can be rendered Unconscious with the Subdue ability; special equipment, such as tranquilizing bullets; or unique agent-specific skills.

PRO TIP

No unit, enemy or ally, can be healed from an Unconscious state and returned to battle in the current Mission.

SCARS

Scars are markers of the battle trauma suffered by units after particularly tough combat. Agents receive Scars any time they are reduced to the Bleeding Out state during a Mission. Scars weaken one of a unit's stats and can seriously impact their effectiveness in battle.

Scars can be mended by sending the agent to Training. Otherwise, Scars will linger from Mission to Mission, for long periods of the campaign, before mending on their own. Scarred agents who are reduced to Bleeding Out again either suffer a new Scar or a deepening of their existing Scar. A deepened Scar inflicts a greater stat debuff.

PRO TIP

Scars never count as damage. If a Scar lowers an agent's HP, their maximum HP is affected. Receiving healing during combat will not raise their Health to its non-Scarred state. Their Health will only be fully restored when the Scar is mended.

TACTICAL GAME SCREEN



- 1. OBJECTIVES: Displays the specific Objectives for the current Encounter.
- MOVE BOUNDARY: The blue boundary shown on an agent's turn marks how far they can move and still be able to take an action. The yellow boundary marks how far an agent can move if they Dash.
- 3. UNIT OVERVIEW: Above every unit's head, both ally and enemy, you'll find the unit's name, health bar, and a number. The number indicates that unit's position on the Timeline. Enemy Overviews appear in red, while allies appear in blue.
- 4. TIMELINE: Displays the turn order of all enemy and ally units. Once a unit takes its turn, it shifts to the bottom of the Timeline, and the unit that was below it moves up to the top.
- 5. SHIELD ICON: Yellow shields indicate how many points of Armor a unit has.
- 6. END ROUND MARKER: Shows when the current Round of turns is going to end. Some abilities and effects last only a certain number of Rounds or take a certain number of Rounds to activate.
- TARGETING ICONS: Targeting icons represent the possible targets for an action. Selecting an enemy's icon displays the percentage chance of scoring a hit on that enemy.
- 8. ACTION BAR: Each icon in the action bar represents an ability or action that can be undertaken by your agent on the current turn.
- CHARACTER PORTRAIT: Displays the agent currently taking their turn, how much ammunition they have left, and their current buffs and debuffs.

CHARACTERS & ABILITIES

Each agent possesses a unique set of skills and expertise that makes them especially suited for a given role in combat. This role is called their class. You begin the game with four agents representing the Envoy, Medic, Ranger, and Warden classes and unlock agents with other distinct classes as you progress.

While you can't change an agent's class, you can customize it by choosing some of their abilities as they level up. Characters can be further customized with the addition of new or upgraded armor, weapons, and items.

STARTING SQUAD



GODMOTHER

Class: Ranger (Human)

Equipment: Shotgun (mid-range)

Specialties: Offense, stealth, ambush

Godmother is the consummate professional, a seasoned veteran who both delivers perfection and demands it from others. She could not be less interested in your nonsense.

UNLOCKS AT:			
AGENT CADET	SCATTERSHOT Godmother fires her shotgun in a short- range cone, damaging multiple targets.		
DEPUTY AGENT	ALPHA STRIKE (Breach Ability) Godmother fires her shotgun during Breach and takes her turn earlier on the Timeline.		
FIELD AGENT	LAST STAND (Passive Ability) If Godmother is unimpaired and takes enough damage to begin Bleeding Out, she is instead reduced to 1 HP and given a turn immediately after the current turn.	OR	FLUSH Godmother takes a shot at an enemy, forcing them to reposition. The shot does not damage.
SPECIAL AGENT	VENTILATE Godmother fires a shotgun blast that is guaranteed to hit and destroy the target's cover.		
SENIOR AGENT	UNTOUCHABLE (Passive Ability) If Godmother downs an enemy during her turn, the next attack against her will miss.	OR	CLOSE COMBAT SPECIALIST (Passive Ability) Godmother takes a reaction shot at enemies that get too close. Requires ammo.
PRINCIPAL AGENT	OVERTIME Godmother immediately gains bonus Crit and Dodge and gets an additional turn on the Timeline.		



TERMINAL

Class: Medic (Human)

Equipment: Submachine gun (short-mid range), GREMLIN

Specialties: Healing, support

Terminal is a highly-skilled combat medic who likes her humor like she likes her coffee: black. Once she's saved your life, she'll never let you forget it.

UNLOCKS AT:		
AGENT CADET	SAFEGUARD Terminal uses her GREMLIN on an ally or herself to restore HP, cleanse Burning, Acid, and Poison effects; and boost Defense.	
	HACK DOOR	
AGENT CADET	(Breach Ability) Hack open a door at the start of a Breach.	
DEPUTY AGENT	REFRESH (Breach Ability) The GREMLIN heals all allies at Terminal's Breach point.	

UNLOCKS AT:			
FIELD AGENT	SUSTAIN (Passive Ability) If Terminal takes enough damage to begin Bleeding Out, she is instead reduced to 1 HP and enters temporary Stasis.	OR	<i>Pin Down</i> Terminal shoots non-damaging suppressive fire at a target to push their turn down the Timeline.
SPECIAL AGENT	COOPERATION Terminal coordinates with a nearby unimpaired ally to grant them an immediate bonus action.		
SENIOR AGENT	ARMOR SYSTEM (Passive Ability) Upgrades Safeguard to provide bonus Armor to the protected unit.	OR	RESILIENCE (Passive Ability) Terminal heals to full at the end of every Encounter, as long as she is not Bleeding Out or Unconscious.
PRINCIPAL AGENT	SECOND WIND Terminal uses her GREMLIN on herself and all allies, restoring HP, cleansing Burning, Acid, and Poison effects, and stabilizing allies who are Bleeding Out.		



CHERUB

Class: Warden (Hybrid)

Equipment: Pistol (mid-long range), ballistic shield

Specialties: Shields, ally protection, tank

A hybrid with a heart of gold. He just wants everyone to be safe and happy.

UNLOCKS AT:

	KINETIC SHIELD Cherub places an energy shield on himself or an ally to prevent all damage	
AGENT CADET	from the next attack and gains a Shield Charge. Having Charges grants bonuses to several abilities.	

UNLOCKS AT:			
AGENT CADET	CHARGED BASH Cherub bashes an enemy with his energy shield. If Charges are consumed, damage is dealt in a cone behind the enemy.		
AGENT CADET	KINETIC SHIELD CHARGE Agent can gain Charges by protecting allies with		
DEPUTY AGENT	Kinetic Shield. PHALANX (Breach Ability) Enemies focus their fire on Cherub, ignoring other XCOM units at his Breach point. Blocks all damage and grants Charges if attacked.	N	
FIELD AGENT	GENERATOR (Passive Ability) Cherub gains Charges at the end of Encounters.	OR	GUARD (Passive Ability) At the end of his turn, Cherub gains Armor, a half cover bonus even if flanked, and becomes half-cover for allies. Guard breaks after being attacked.
SPECIAL AGENT	OVERLOAD (Passive Ability) Cherub can store additional Charges and gains bonus Mobility when fully charged.		
SENIOR AGENT	RESONANCE FIELD (Passive Ability) Allies with a Kinetic Shield gain an Aim bonus.	OR	RECHARGE (Passive Ability) Using Charged Bash to render an enemy Unconscious refills a Charge.

PRINCIPAL AGENT

SUPERCHARGE Cherub spends all stored Charges and increases the primary weapon damage of allies, while placing a Holo-target effect on all enemies.



VERGE

Class: Envoy (Sectoid)

Equipment: Assault rifle (mid-long range)

Specialties: Psionics, enemy manipulation

Verge is polite and well-mannered, speaking in carefully measured tones intended to put humans at ease. He can tell if it's working even without mind-reading psionics; a skill developed over many years of working both for and against humanity.

AGENT CADE	
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AGENT CADET

AGENT CADET

DEPUTY AGENT

FIELD AGENT

STUPOR

Verge psionically Stuns a target and adds them to his Neural Network. Enemies in Verge's Neural Network are psionically linked to him, giving him a direct gateway into their minds. This can provide Verge with stat bonuses, allow him to deal mental damage to them, or even allow him to Mind Control them.

BATTLE MADNESS Verge psionically attacks an enemy's mind, making them go Berserk and attack a nearby target. Adds them to the Neural Network.

NEURAL NETWORK Verge gains bonus Aim for each enemy in the Neural Network.

LEVITATION (Breach Ability) Verge lifts an enemy into the air, removing their cover bonuses during the Breach and canceling their Breach actions.

COLLAR (Passive Ability) Enemies in the Neural Network that would be killed are rendered Unconscious instead. CROWDSOURCE (Passive Ability) Verge gains bonus Aim and Crit for each enemy in the Neural Network.

OR

MINDFLAY

SPECIAL AGENT

SENIOR AGENT

Verge lashes out with his mind, dealing mental damage to all enemies in the Neural Network. Enemies reduced to 0 HP will be rendered Unconscious.

SLAM

Levitation slams the targeted enemy into the ground, dealing mental damage and adding the unit to the Neural Network. Enemies reduced to 0 HP will be rendered Unconscious.

 PUPPETEER

 Verge mind controls all

 T

 enemies in the Neural

 Network for the rest of

 his turn.

NETWORK HEALING (Passive Ability) Verge heals for each enemy in the Neural Network at the end of his turn.

OR

PRINCIPAL AGENT

XCOM: Chimera Squad

ADDITIONAL PERSONNEL



AXIOM

Class: Breaker (Muton)

Equipment: Fists (melee range), shotgun

Specialties: High damage

While Axiom sometimes permits himself to give in to his rage, he is never truly out-of-control. In fact, he is erudite and well-read and could likely be a professor of human law or history given a more peaceful era.

UNLOCKS AT:			
AGENT CADET	SMASH Axiom charges to a target and smashes down with both fists. Chance to apply a status effect like Disorient, Stun, or render Unconscious.		

AGENT CADET

RAGE

Having higher Rage raises the chance of applying a status effect with melee attacks, but also increases the risk of going Berserk. Rage can be increased manually or by taking damage.

> PSYCH UP Adds a Rage point to

Axiom's current Rage

Breach point with a chance to Panic nearby

(Passive Ability)

AGENT CADET

BATTERING RAM (Breach Ability) Burst through a Door

total.

enemies. AFTERSHOCK (Passive Ability)

DEPUTY AGENT

FIELD AGENT

SPECIAL AGENT

Upgrades Smash to apply a small amount of damage to nearby enemies. The extra targets also have a chance to become Disoriented, Stunned, or rendered Unconscious.

ADRENAL SURGE (Passive Ability) Smash and Psych Up do not end the turn or have cooldowns. SHRUG IT OFF (Passive Ability) Axiom has a chance to reduce the damage from an incoming attack.

OR

UNLOCKS AT:			
SENIOR AGENT	FEAR FACTOR (Passive Ability) Upgrades Smash to give it a chance to Panic nearby enemies.	OR	REGENERATION (Passive Ability) Axiom regenerates a small amount of HP at the start of their turn.
PRINCIPAL AGENT	QUAKE Axiom leaps up and slams the ground, destroying nearby cover and damaging nearby units.		

XCOM: CHIMERA SQUAD



BLUEBLOOD

Class: Gunslinger (Human)

Equipment: Lancer pistol (mid-long range)

Specialties: Precision shooting, multiple shots

Blueblood's friendly nature and easygoing attitude belie his ability to calculate masterful strategies and impossibly precise shots.

UNLOCKS AT:		
AGENT CADET	DEADEYE Blueblood takes a shot with an Aim penalty and a damage boost. Does not end the turn if used as first action.	
AGENT CADET	DESPERADO (Passive Ability) Standard pistol fire and Deadeye cost an action and do not automatically end the turn if Blueblood has actions remaining.	

UNLOCKS AT:			
DEPUTY AGENT	LANCER SHOT (Breach Ability) Blueblood fires his Lancer Pistol at a target, ignoring all cover bonuses.		
FIELD AGENT	WARM WELCOME (Passive Ability) The first shot in each clip Disorients the target.	OR	EVER VIGILANT (Passive Ability) Blueblood automatically activates Overwatch if his last action is spent moving.
SPECIAL AGENT	PHASE LANCE Blueblood fires the Lancer Pistol in a straight line blast that ignores line of sight and cover.		
SENIOR AGENT	FOND FAREWELL (Passive Ability) The last shot in each clip deals double damage.	OR	CASCADE LANCE (Passive Ability) Phase Lance upgrades to ramp up its damage for each subsequent enemy hit by a single blast.
PRINCIPAL AGENT	FACEOFF Blueblood fires his pistol at every enemy in line of sight, limited only by ammo.	1	



CLAYMORE

Class: Demo Expert (Human)

Equipment: Shotgun (short-mid range)

Specialties: Explosives, AOE, breaching

Claymore can open any door. Or wall. Or object. Explosives aren't usually celebrated for their precision, but Claymore places and directs the blasts with unrivaled accuracy. He also makes a mean fish curry. Seriously. It's been described as cataclysmic by the uninitiated.

UNLOCKS AT			
AGENT CADET	SHRAPNEL BOMB Claymore throws an explosive that detonates after several turns.	je star	24
DEPUTY AGENT	CONCUSSIVE CHARGE (Breach Ability) Claymore detonates a powerful charge, Rupturing all enemies near the Breach point.		

		_	
UNLOCKS AT			
FIELD AGENT	FORTITUDE (Passive Ability) Claymore is immune to the effects of all grenades and environmental hazards.	OR	IMPROVISED EXPLOSIVES (Passive Ability) Claymore regenerates a charge for carried grenades at the end of each Encounter.
SPECIAL AGENT	STICKY GRENADE Claymore throws a grenade that adheres to an enemy, causing them to immediately Panic. When the Panicked unit stops running, the grenade explodes.		
SENIOR AGENT	HEAVY SHRAPNEL (Passive Ability) Upgrades Shrapnel Bomb to deal damage through cover.	OR	IMPENDING DOOM (Passive Ability) Upgrades Shrapnel Bomb to immediately Rupture targets within its blast radius upon landing.
PRINCIPAL AGENT	BARRAGE Shrapnel Bomb and Sticky Grenade do additional Damage and do not automatically end the turn.		



PATCHWORK

Class: Operator (Human)

Equipment: Assault rifle (mid-range), GREMLIN

Specialties: Utility, electronic disruption

It's been said her bytes really bite. Her natural aptitude with technology is unmatched in XCOM, save for the abilities of her best friend, Lily Shen.

UNLOCKS AT:		
AGENT CADET	CHAINING JOLT Patchwork sends her GREMLIN to jolt an enemy. Attack chains to nearby enemies. Damage is increased against robotic enemies.	
AGENT CADET	HACK DOOR (Breach Ability) Hack open a door at the start of a Breach.	

UNLOCKS AT:			
DEPUTY AGENT	COMBAT SCANNERS (Breach Ability) The GREMLIN scans the room, applying Holo Targeting to all enemies and increasing the squad's Aim.		
FIELD AGENT	VOLTAIC ARC (Passive Ability) The GREMLIN shocks enemies if they move too close to Patchwork or if Patchwork moves close to them. This attack chains to nearby enemies.	OR	THREAT RECOGNITION (Passive Ability) Upgrades Combat Scanners to provide additional uses and grant bonus Crit to all allies at Patchwork's Breach point.
SPECIAL AGENT	STASIS FIELD Patchwork sends the GREMLIN to temporarily place an enemy into Stasis. The enemy cannot attack but is immune to all damage.		
SENIOR AGENT	SHOCK THERAPY (Passive Ability) Upgrades Chaining Jolt to Disorient and potentially Stun targets.	OR	HIGH VOLTAGE (Passive Ability) Chained attacks from Chaining Jolt or Voltaic Arc deal extra damage.
PRINCIPAL AGENT	CAPACITOR DISCHARGE Patchwork sends the GREMLIN to fire a substantial electric discharge, damaging and potentially Stunning all nearby units. Robotic units take more damage.		



SHELTER

Class: Psion (Human)

Equipment: Submachine gun (short-mid range)

Specialties: Psionics, ally buffs, mental attacks

Shelter's psionic abilities are more destructive and powerful than those of many Sectoids. However, he prefers to channel them into being a better guardian than killer.

UNLOCKS AT:		
AGENT CADET	RELOCATE Shelter psionically swaps positions with the targeted enemy or ally.	
DEPUTY AGENT	DAZZLE (Breach Ability) Shelter launches a Psionic blast that Disorients all enemies near the Breach point.	

UNLOCKS AT:			
FIELD AGENT	TEMPORAL SHIFT (Passive Ability) Upgrades Relocate so that it delays the next turn of relocated enemies.	OR	DISTORTION FIELD Upgrades Relocate so that relocated XCOM units, including Shelter, gain +50 Defense until their next turn.
SPECIAL AGENT	SOULFIRE Shelter launches a Psionic blast at an organic enemy, delaying their next turn. Does guaranteed damage and ignores cover and Armor.		
SENIOR AGENT	SOLACE (Passive Ability) Shelter is surrounded by an aura that immediately extinguishes or blocks any mental impairments for himself and nearby allies.	OR	SOUL STORM (Passive Ability) Upgrades Soulfire to heal Shelter for half of the damage dealt.
PRINCIPAL AGENT	FRACTURE Shelter creates a Psionic clone that can use the Psionic abilities Relocate and Soulfire.		



TORQUE

Class: Inquisitor (Viper)

Equipment: Submachine gun (short-mid range)

Specialties: Moving enemies against their will, repositioning allies, poison

Torque is the only squad member with a tongue as sharp as Terminal's, though she deploys it even more skillfully.

UNLOCKS AT:		
AGENT CADET	TONGUE PULL Torque shoots out her tongue to grab a unit and pull them into melee range. Can be used on enemies and allies, but not oversized targets.	
AGENT CADET	BIND Torque wraps up an enemy, dealing damage and preventing them from acting on their turn. Bound enemies cannot be targeted.	

UNLOCKS AT:			
AGENT CADET	ADAPTABLE (Breach Ability) Torque can naturally enter through Vent Breach points.		
DEPUTY AGENT	TOXIC GREETING (Breach Ability) Torque spits a blast of Poison at a target.		
FIELD AGENT	TIGHT SQUEEZE (Passive Ability) Upgrades Bind to deal more damage.	OR	Hard Target (Passive Ability) Torque gains extra Mobility on the first turn of every Encounter and a permanent bonus to Dodge.
SPECIAL AGENT	POISON SPIT Torque spits a blast of poison that explodes into a deadly pool. Poisons all units in the area and does a small amount of damage on impact.		
SENIOR AGENT	REINFORCED SCALES (Passive Ability) Torque gains Armor when binding an enemy and will not release the Bind upon taking damage.	OR	SYNTHETIC VENOM (Passive Ability) Torque gains a bonus to Crit against Poisoned enemies. Torque will heal if ending a turn while standing in Poison.
PRINCIPAL AGENT	VICIOUS BITE Torque rears up and swiftly strikes an adjacent target with a devastating bite, dealing major damage and applying Poison.		



ZEPHYR

Class: Hellion (Hybrid)

Equipment: Gauntlets (melee range)

Specialties: Melee-only, close quarters, high mobility

Somehow, this hard-hitting hybrid is even worse at giving compliments than she is at receiving them. Luckily, the fury she imbues into her fists more than makes up for her blunt, prideful attitude.

UNLOCKS AT:		
AGENT CADET	CRIPPLING BLOW Zephyr punches an enemy and inflicts one of several status effects. This attack cannot miss and grants Zephyr a move action called Momentum.	

AGENT CADET

DEPUTY AGENT

FIELD AGENT

SPECIAL AGENT

SENIOR AGENT

FEARLESS ADVANCE (Breach Ability) Zephyr blitzes toward an enemy and melee attacks them after the Breach. This positions Zephyr near the enemy when normal combat begins. If the enemy was Alert, their Alert Breach action is canceled.

PARRY

Momentum can be spent to prevent damage from the next attack instead of moving.

LOCKDOWN (Passive Ability) Zephyr attacks any enemy that enters or attacks from melee range.

CROWD CONTROL Zephyr darts around and attacks every nearby enemy before returning to her original position.

MOVING TARGET (Passive Ability) Momentum is also triggered by Subdue and Crowd Control, and Zephyr does not trigger Overwatch or reaction fire. PRESSURE POINT (Passive Ability) Melee attacks do extra damage and render enemies Unconscious instead of killing them.

OR

OR

VITAL STRIKE (Passive Ability) Melee attacks will ignore armor.

PRINCIPAL AGENT

REAPER Zephyr enters Reaper Mode. With Reaper active, downing enemies with melee attacks grants an extra action. Each subsequent melee attack has reduced damage.

ENEMY FACTION



THE PROGENY

Progeny fighters include Psionic Sorcerers, Resonant Sectoids, and Muton Brutes. Some rumors even indicate they've welcomed Archons and Codexes into their ranks. However, their most unnerving foot soldiers are the Thralls—mindless Hybrids who live and die to serve their masters, forced to allow their own slaughter to ensure the survival of stronger allies



GRAY PHOENIX

The members of Gray Phoenix have named themselves after fearsome warriors of old: Paladin, Legionnaire, Dominator, Praetorian, Beserker. Heavily armored, they include Mutons, Vipers, Sectoids, and Faceless. Intel indicates many members possess advanced scientific or engineering knowledge. Given the amount of alien technology they've collected, they represent a significant threat to peace.



SACRED COIL

The followers of the Sacred Coil are true believers who see themselves as part of a mysterious, holy crusade. Some call themselves "Purifiers;" while our sources have yet to uncover who or what they intend to "purify," the implications are alarming. The cult is widely believed to be entirely made up of Hybrids, but recent reports have indicated the presence of Chryssalids in their ranks—and possibly worse.

MERCENARIES

Some combatants aren't aligned with any of the separatist Factions, yet are equally intent on interfering with City 31 and Chimera Squad. Because their motives and resources are even more mysterious than those of the Factions, they should be regarded as potentially even more dangerous.

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USERCREATEDCONTENT: The Software may allow you to create content, including, but not limited to, agame play map, scenario, screenshot, car design, character, item, or video of your game play. In exchange for use of the Software, and to the extent that your contributions through use of the Software giver is to any copyright interest, you hereby grant Liensor an exclusive, per petual, irrevocable, fully transfer able, and sub-licensable worldwide right and ticense to use your contributions in any way and for any purpose in connection with the Software and related goods and services, including, but not tilmited to, the rights for certoduce, copy adapt, modily, perform, display, publish, prodacast, transmit, or other wise communicate to the public by any means whether now known or unknown and distribute your contributions without any further notice or compensation to you of any kind for the whole duration of protection granted intellectual property rights by applicable Liensors's and other players' use and enjoyment of such assets in nonnection with the Software and related goods and services, under and services under applicable law. This license grant to Licensor's and other players' use and engolucible most rights, will survive and after vices under applicable law. This license grant to Licensor's and other players' use and engolucible most rights, will survive and after vices under applicable law. This license grant to Licensor's and other player's use and engolucible most rights, will survive and related goods and services under applicable law. This license grant to Licensor's intervice and prove environse.

 $\label{eq:intermet} \textbf{INTERNETCONNECTION:} The Software may require an intermet connection to access intermet-based features, authenticate the Software, or perform other functions.$

USER ACCOUNTS: In order to use the Software or a software feature, or for certain features of the Software to operate property, you may be required to have and maintain availd and active user account with an online service, such as a third-party gaming balform or social network account ("Third-Party Account"), or an account with Licensor or all cleons or affliate, a set of thin the Software documentation. If you donot maintain as count or third-Party Account ("Third-Party Account"), or an account operate or may cease to function properly, either in whole or in part. The Software may also require you to create a Software-specific user account with Licensor or a licensor affliate ("User Account") in order to access the Software and its functionality and features. Your ber Account to join may be associated with a Third-Party Account. You are responsible for all use and the security of your User Account to and Third-Party Accounts that you use to access and use the Software.

VIRTUAL CURRENCY AND VIRTUAL GOODS

If the Software allows you to purchase and/or earn through play a license to use Virtual Currency and Virtual Goods, the following additional terms and conditions apply.

VIRTUAL CURRENCY & VIRTUAL 60008: The Software may enable users to (i) use fictional virtual currency as a medium of exchange exclusively within the Software ("Virtual Currency" or "VC") and (ii) gain access to fand certain limited rights to use) virtual goods within the Software ("Virtual Goods" or "VC"). Regardless of the terminology used, VC and V6 represent a limited license right governed by this Agreement. Subject to the terms of and compliance with this Agreement. Licensor hereby grants you the nonexclusive, non-transferable, non-sublicensable, limited right and license to use VC and VG obtained by you for your personal, non-commercial gameplay exclusively within the Software. Except as otherwise prohibited by applicable law. VC and VG obtained by you are licensed to you, and you hereby acknowledge that no title or ownership inor to VC and VG is being transferred or assigned hereunder. This Agreement should not be constructed as alsed only rights in VC and VG.

VC and VG do not have an equivalent value in real currency and do not act as a substitute for real currency. You acknowledge and agree that Licensor may revise or take action that impacts the perceived value of or purchase price for any VC and/or VG at any time except as prohibited by applicable law. VC and VG do not incur fees for non-use, provided, however, that the license granted hereunder to VC and/or VG at any time except as prohibited by applicable law. VC and VG do not incur fees for non-use, provided, however, that the license granted hereunder to VC and VG will terminate in accordance with the terms and conditions of this Agreement and the Software documentation, when Licensor ceases providing the Software, or this Agreement is otherwise terminated. Licensor, in its sole discretion, reserves the right to charge fees for the right to access or use VC or VG and for VG vVG with or without charge.

EARINGS & PURCHASING VIRTUAL CURRENCY & VIRTUAL GODDS: You may have the ability to purchase VC or to earn VC from Licensor for the completion of an in-gene activity, such as a tatalning a new level, completing a task, or creating user content. Once obtained, VC and/or VG will be credited to your User Account. You may purchase VC and VC and within the Software, or through a platform, participating third-party polinie store, application store, or other store authorized by Licensor (all telerred to here in section) and the same store authorized by Licensor (all telerred to here in section) and the same store is a start or the same store is a start or a store authorized by Licensor (all telerred to here in section) and the same store is a store in the same store is a store authorized by Licensor (all telerred to indication store, or other as store) authorized by Licensor (all telerred to indication store, or othere is Software Store's portential documents), including but not limited store. Jointware Store's portendes CVC and a store does not be store authorized by Licensor (all telerred to document) and you by the Software Store's portendes CVC and Jointware Store's portendes CVC and a store document and you be notified to view of the software Store's coreas and you be notified to the Software Store's account. The Licensor shall establish a maximum amount your chase VC form an Application Store, the amount of purchased VC will be credited to your User Account. The Licensor shall establish a maximum amount your are sold to the software. Licensor, in its sole discretion, may impose additional limits on the amount of VC you may purchase or use, how you may use VC and the maximum balance of VC that may be credited to your user Account regardless of whether or not anthorized by Jucense and the rough your user Account regardless of whether or not application Store.

BALANCE CALCULATION: You can access and view your available VC and VG in your User Account, heno logged into your User Account. Licensor reserves the right, in It so de discretion, to make all calculations regarding the available VC and VG in your User Account. Licensor further reserves the right, in its ode discretion, to determine the amount of and manner in which VG is credited and debled for myour User Account. Licensor in your class of VG or for other purposes. While Licensor stresses to make all such calculations on a consistent and reasonable basis, you hereby acknowledge and agree that Licensor's determination of the available VC and VG in your User Account is final, unless you can provide documentation to Licensor that such calculations was or is intertionable incorrect.

USING VINITUAL CURRENCY AND VINITUAL GOODS: All purchased in-game Virtual Coursency and/ar Virtual Coold may be consumed and lost by players in the course of gamepiay according to the game's rules applicable courrency and goods, which may vary depending on the associated Software. Year and VG may only be used within the Software, and Lionsor, in it's sole discretion, may limit use of YC and/or VB to a single game. YC and/or VG may never be used in connection with an agreement with tother individuals to wager any mongory or ther thing of value. The subtractic duess and purposes of YC and YG may hence that purpose YC and/or YG as shown in your User Account will be reduced each time you use YC and/or YG within the Software. The association will be against and within the Software vertices and purposes of YC and YG may and complete at masaction within the Software. YC and/or YG in your User Account that wus thave sufficient available YC and/or YG in your User Account in orgen to complete at masaction within the Software. YC and/or YG in your User Account thang the reduced without notice upon the occurrence of certain events related to your use of the Software. For example you any User VC and YG with the loss of a game or the dash of your character. You are repossible for all uses of VC and/or YG made through your User Account, regardless of whether or not authorized by you. You must not the Software. For example your good by Court Hysign Mining a support request at www takefygames.com/support.

NON-REDEEMABLE: VC and VC may only be redeemed for in-game goods and services. You may not sell, lease, license, or rent VC or VC, convert the VC. VC and VC may only be redeemed for in-game goods or services and ren to redeemable for any sum of maney or monetary value or other goods from Licensor or any other person or ently at any time, except as expressly privided herein or other wolds or golds and value, and may applicable law. VC and VC may only applicable law. VC and VC and VC may only applicable law. VC and VC and VC applicable law. VC and VC and VC and VC applica

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 ease for the exercise of such rights.

NO TRANSFERS: Any transferring, trading, selling, or exchanging of any Cor VG to anyone, other than in game play using the Software as expressly authorized by Lensor ("Intu authorized Transactions", including, but not limited to annog other users of the Software is innt sonatonead by Lensor and is strictly forbidden Licensor reserves the right, init sole disorction, to terminate, suspend or modify your User Account and your VC and VC and terminate this Agreement if yourengage 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 liabet to Licensor, its part hers, 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 application Store stor, suspend, terminate, discontinue, or reverse any Unauthorized Transaction, regardless of whom such Unauch Unauch Transaction courcil of chasystor ecour when it suspects or has evidence of that visual visitations of in any may with the operation of the Software. If we believe or have any reason to suspect that you have engaged in an Unauthorized Transaction, you for ther 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 urishts to any VC & and other time 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 on tresponsible or liable to you for any credit card or bank-related charges or there 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 sofe 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 rought services to youln connection with the Software. Except of the foregoing, to the maximum extent permitted yapplicable tau, the Software Store will have no other warranty obligation whatseever with respect to the Software. Any claim in connection with the Software steaded 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 referso is Software Store applicable regulatory requirements is a non-transferable license to use the Software store any applicable clave to the you own or control. You represent that you are not located in any US. - embarged countries or other geographical areas or an the US. The same you of specificable legal are the US. Department 5 domine consist on sits or Entry cographical areas or an the US. The same you appresent any approxed to the store applicable to 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.

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By installing and using the Software, you consent to the information collection and usage terms set forth in this estication and lucensor's Privacy Policy, including (where applicable) (i) the transfer of any personal information and other information to Licensor, its affiliates, wendors, 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 dataon websites and other platforms; (iii) the sharing of your gamegivata 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 youd on evant 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.

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LIMITED WARRANTY: Licensor warrants to you (ii) you are the initial and original purchaser of the Software but not i) you obtain the pre-recorded Software and accompanying documentationa as a transfer from the original purchases () 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 for which it has been published. However, due to variations in hardware, software is to extend the Software is used to a service for 80 days for the software observed to variations in hardware, software is the meeting and individual usage. Licensor does not warrant the performance of the Software on your specific computer original purchase. Ultensor does not warrant against linterference with your specific computer original purchase. Ultensor does not warrant to you the Software will be compatible with third parts yothware or that any enrors in the Software will be corrected. No raid or written statement or davice provided by Licensor or any authorized representative shall create a warranty. Because some jurisdictions do natilow the exclusion of miniations on implied warranties or the limitations on the applicable statutory rights of a consumer, some or all of the above exclusions any nation proves to the software any not apply to you.

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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 running 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 LABLE FOR SPECIAL INCIDENTAL, DO RONSEQUENTIAL DAMAGES RESULTING FROMPOSSESSION, USE, ORMALFUNCTION OF THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, DAMAGES TO PROPERTY, LOSSOF GODWILL, COMPUTER FAILURE OF MALFUNCTION, AND, TO THE EXTENT PERMITTED BY LAW, DAMAGES FOR PERSONAL INJURIES, PROPERTY LOSSOF GODWILL, COMPUTER FOUNTIVE DAMAGES ROM ANY CAUSES OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SOFTWARE, WHETHER ARISING IN TORT INCLUDING MEDIGENCE), CONTRACT, STIRCT LIADITY, NO THERWISE, WHETHER ROR NOT LIGENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, TO THE FULLEST EXTENT OF APPLICABLE LAW, LICENSOR'S LIABILITY FOR ALL DAMAGES SMALL NOT (EXCEPT AS REQUIRED BY APPLICABLE LAWI EXCEED THE ACTUAL PRICE PAID BY YOUR POLY OF OR YEAR WHETHER ARISING INT OFT INCLUDING MEDIGENCE), CONTRACT, STIRCT LIADITITY, OR THERWISE, WHETHER ROR NOT LICENSOR HAS BEEN ADVISED OF THE POSSIBILTY OF SUCH DAMAGES, TO THE FULLEST EXTENT OF APPLICABLE LAW, LICENSOR'S LIABILITY FOR ALL DAMAGES SMALL NOT (EXCEPT AS REQUIRED BY APPLICABLE LAWI EXCEED THE FACTUAL PRICE PAID BY YOUR POLY ED OF THAP EOS OF TWAPES.

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WE DO NOT AND CANNOT CONTROL. THE FLOW OF DATA TO OR FROM OUR NET WORK AND DTHEP PORTIONS OF THEINTERNET, WIRELESS SET WORKS, OR OTHER THIRD-PARTY NETWORKS, SUCH FLOW DEPENDSINLARGE 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 MAYIMPARIORDIS NUPT 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 ON RELATED TO THIRD-PARTY ACTIONS OR INACTIONS THAT IMPAR OR DISRUPT YOUR CONNECTIONS TO THE INTERNET, WIRELESS SERVICES, OR PORTIONS THEREOF OR THE USE OF THE SOFT WARE AND RELATED TO THE

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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 hijnortive 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 kindimposed by any governmental entity with respect to the transactions contemplated under this Agreement, including interest and penalties thereon (exclusive of taxes on Licensor's relicensor, irrespective of whether included in any invoice sent to you at any time by Licensor. You shall provide copies of any and all exemption or Licensor's relicensor. Irroyour entitled to any wemption. All expenses and doors in neurored by you inconnection with your activities hereunder, if any, are your sole responsibility. You are not entitled to reinbursement 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 super sedend related 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. Yound the Company agree that should any dispute claim, ar controversy arise between us regarding any Company products or services (hereafter a "Dispute"), whether based in contract, statute, regulation, ordinance, tot (including fraud, misrepresentation, fraudulentinducement, or negligence), or any other legal or equilable theory, except for those matters listed in the Exclusions from Abitration paragraph betw, and expressly including the validity, enforceability, or scope of this "BINDIG INDVIDUAL 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 our. The term" Dispute" is to be given the broadest possible meaning that will be enforceability of 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. Younderstand that there is no judger jury in arbitration and that court review of an arbitration as described policy.
- 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 HERDI WILL BE CONDUCTED ON AN INVIDUAL BASIS ONLY. Nother You nor the Company shall be entited to juin or consolidated disputes by or against other individuals or entities, or to arbitrate any dispute in a representative expansity, including, without limitation, as a representative member of a class or in a private attorney general capacity, including, and the Company specific and the Company specific and any dispute in a representative expansity, including, without limitation, as a representative member of a class or in a private attorney general capacity, including and the Company specific and 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 BINDINDINDIVIDUAL ARBITRATION, UNLESS A LONGER PERFORDISFEQUIREDBY APPLICABLE LAW. YOU writhten undification must be mailed to TAKET WOINTERACTIVES OF TWARE. 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 Herefore may wish to send anotice 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 INTERATIVE 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 negatiation. 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 be all claims. If the Company has a dispute in this over the drives that all claims. If the Company and provide dispute is provided. If the Dispute is not resolved within 30 days after receipt of notice of the Dispute is not resolved within 30 days after receipt of notice of the Dispute, the Company or una 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 and shall be conducted by Judicial Arbitration Mediation Services, Inc. (JUANS) provides the JUS Streamlined Arbitration Nules and Procedures effective July, 1201 (LHE-JUANS Rules), as modified by this agreement to arbitrate. The JUANS Rules, including instructions for initiating an arbitration, are available on its website at http://www.jamsadt.com/fules.streamlined.arbitration. The Company will Lay its arbitration costs as required by the JUANS Rules, and, in the event that your eable to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of filingation, the Company will lay as arbitration to being cost-prohibitive as compared to the cost of filingation. Each side shall ap withs, here or its own attorneys' fees and costs unless the calimical be and. Each side shall ap withs, here or its own attorneys' fees and costs unless the calimical be and.
- 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. Uncels so ther wise 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 by be herforced 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 EndUser License Agreement, Privacy Policy, Terms and Conditions, or other agreements all to 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, than the balance of this arbitration provision shalt remain in effect and be construed in accordance with its terms as if the invalid, unenforceable, or illegal envision had not been included. The sele exception to this is the class action waver 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 shalt be null and void and the Oispute shalt proceed in court under applicable class action rules and procedures. If for any reason, a claim proceedis in court rather than in arbitration, the dispute shalt be exclusively brought in state orter deral court in New York County, New York. Suits brought in state court may be removed to federal court by either part yf permissible by Jaw.

GOVERNINGLAW

This Agreement is enterediation 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 hion member state, you will benefit from any mandatory provisions of consumer protection law in the member state in which

XCOM: CHIMERA SQUAD

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 offware 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 awrights, or vidiation of any applicable state or federal statute.

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