



Konami Digital Entertainment, Inc. Website Terms of Use

Last Updated and Effective: June 1, 2024

Acceptance of the Terms of Use

These following terms of use (“**Terms of Use**”) constitute a binding contract entered into by and between you (“**You**”) and Konami Digital Entertainment, Inc. (“**Konami**”, “**we**”, or “**our**”). These Terms of Use govern your access to, and use of all websites operated by Konami, including any content, functionality and services offered on or through such websites (the “**Websites**”).

Please read the Terms of Use carefully before you start to use the Websites. **By using the Websites, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at <https://legal.konami.com/kdeus/privacy/en-us/>, incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Websites.

This Websites are offered and available to users who are 18 years of age or older or to users who have obtained parental or guardian consent to access and use the Websites. By accessing or using the Websites, you represent and warrant that you are of legal age to form a binding contract with Konami, or, if you are not of legal age, that you have obtained parental or guardian consent to access and use the Websites. If you do not meet all of these requirements, you must not access or use the Websites.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Websites thereafter.

Your continued use of the Websites following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so that you are aware of any changes.

Information About You and Your Visits to the Websites

All information we collect on the Websites is subject to our Privacy Policy at

<https://legal.konami.com/kdeus/privacy/en-us/>. By using the Websites, you consent to all

actions taken by us with respect to your information in compliance with the Privacy Policy.

Account Security

We reserve the right to withdraw or amend the Websites, and any service or material we provide on the Websites, in our sole discretion without notice. We will not be liable if for any reason the Websites (or any part thereof) are unavailable at any time or for any period.

From time to time, we may restrict access to the Websites (or any part thereof) to users, including registered users.

To access the Websites or some of the resources they offer, you may be asked to provide certain registration details or other information. It is a condition of your use of the Websites that all the information you provide on the Websites is correct, current and complete.

We may reject, or require that you change, any user name, password or other information that you provide to us in registering. Your user name and password are for your personal use only and should be kept confidential; you, and not Konami, are responsible for any use or misuse of your user name or password, and you must promptly notify us of any confidentiality breach or unauthorized use of your user name or password, or your account(s) for the Websites.

Intellectual Property

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Prohibited Uses

You may use the Websites only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Websites:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the U.S. or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate Konami, a Konami employee, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Websites, or which, as determined by us, may harm Konami or users of the Websites, or expose them to liability.

Additionally, you agree not to:

- Use the Websites in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Websites, including their ability to engage in real time activities through the Websites.
- Use any robot, spider or other automatic device, process or means to access the Websites for any purpose, including monitoring or copying any of the material on the Websites.
- Use any manual process to monitor or copy any of the material on the Websites, or for any other purpose not expressly authorized in these Terms of Use, without our prior

written consent.

- Use any device, software or routine that interferes with the proper working of the Websites.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Websites, the server(s) on which the Websites are stored, or any server, computer or database connected to the Websites.
- Attack the Websites via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Websites.

Monitoring and Enforcement; Termination

We have the right to:

- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Websites.
- Terminate or suspend your access to the Websites (or any part thereof) for any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Websites. **YOU WAIVE AND HOLD HARMLESS KONAMI FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY KONAMI DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER KONAMI OR LAW ENFORCEMENT AUTHORITIES.**

We assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Links to the Websites

The content of third-party websites (including services provided on such third-party websites) linked to the Websites is managed under each third-party's responsibility, and we are not liable for the content of such third-party websites or any damage arising from the

use of such third-party websites. If you decide to access any of the third-party websites linked to the Websites, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

It is prohibited to link to the Websites from any websites for which the following is applicable:

1. websites that include content which defames us, interferes with our business activities or damages our reputation;
2. websites that indicate an association, relationship, or business alliance with us without our permission;
3. websites that appear as if any of the Websites is a part of the website through use of frames, etc.; or
4. websites that include content which violates applicable law or is infringing, including, but not limited to, content infringing any third party's intellectual property rights, or any other content which we deem inappropriate in our sole discretion.

Disclaimers

We make every effort to ensure that the content included on the Websites is appropriate and accurate. However, we do not guarantee that the content included on the Websites is appropriate and accurate.

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THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify and hold harmless Konami, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Websites, including, but not limited to, any use of the Websites' content, services and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Websites.

Changes to or Suspension of the Websites

We reserve the right to withdraw or amend the Websites, and any services or materials we provide on the Websites, in our sole discretion without notice. We will not be liable if for any reason the Websites (or any part thereof) are unavailable at any time or for any period. From time to time, we may restrict access the Websites (or any part thereof) to users, including registered users.

Applicable Laws and Jurisdiction

Use of the Websites and the Terms of Use shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any conflict of law principles thereof. Any legal suits, actions, proceedings or disputes arising out of or relating to these Terms and Use shall be instituted exclusively in the federal courts of the United States or the courts of the State of California, in each case located in the County of Los Angeles, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in any court of competent jurisdiction. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Website Technical Details

Recommended Browsers

We recommend using the latest versions of the following browsers to ensure safe and user- friendly access to the Websites:

- Google Chrome

- Microsoft Edge
- Firefox
- Safari

If you use other browsers, some functions of the Websites may not work properly, or the Websites may not be displayed or loaded correctly.

Depending on your PC environment, however, some functions of the Websites may not work properly, or the Websites may not be displayed or loaded correctly, even if you use the recommended browsers.

Smartphones, Tablets, Media Players, Electronic Book Readers, or Video Game Consoles

Some functions of the Websites may not work properly, or the Websites may not be displayed or loaded correctly. In such cases, a simple HTML webpage may be displayed.

Browser Settings

To use the Websites, you need to enable Cookie and JavaScript, regardless of which browser you use.

About Screen Resolution

The Websites are optimized for a screen resolution width of 980 pixel as a standard. Some pages on the Websites are designed with Variable Grid Layout or Parallax Effect. The screen resolution in this case may be set at lower or higher than 980 pixel width.

Some pages on the Websites are optimized for screen resolutions of smartphones. In such cases, the Websites may display a simple HTML webpage. For comfortable browse, please use a screen resolution width lower than 980 pixel.

TLS Encryption

The Websites use TLS (Transport Layer Security) encryption to protect the security of your personal information.

The TLS technology is a transmission protocol for sending and receiving encrypted data over the Internet. On a TLS page, personal information (including name and email address) entered by you is encrypted and safely sent to us.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver of by Konami of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Konami to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

These Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Konami Digital Entertainment, Inc. with respect to the Websites and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Websites.

Your Comments and Concerns

The Websites are operated by Konami Digital Entertainment, Inc., 1 Konami Way, Hawthorne, CA 90250- 1144, U.S.A. If you have any questions or concerns regarding the Websites, please contact us at: <https://us-support.konami.com/hc/en-us/requests/new>.

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