

S.T.A.L.K.E.R.: Shadow of Chernobyl, S.T.A.L.K.E.R.: Call of Prypiat, S.T.A.L.K.E.R.: Clear Sky – END USER LICENSE AGREEMENT

LAST UPDATED: March 07th, 2024

You may print a copy of this END USER LICENSE AGREEMENT any part of it for your records and for future reference.

1. ABOUT THIS AGREEMENT

In case you strictly follow these guidelines, you may create almost anything of your imagination. Some of the examples:

1.1. This End User License Agreement (hereinafter - "Agreement") is a legally binding contract regulating relationship between GSC Game World Global Ltd, registered address 59 Kolokotroni, 3032, Limassol, Cyprus (hereinafter "GSC", "we" or "us") and you.

This Agreement covers our games S.T.A.L.K.E.R.: Shadow of Chernobyl, S.T.A.L.K.E.R.: Call of Prypiat, S.T.A.L.K.E.R.: Clear Sky notwithstanding the form in which it was bought/acquired, including but not limited to game keys/codes (hereinafter S.T.A.L.K.E.R. **or the "game"**).

1.2. This Agreement becomes binding on you and us upon download, installation or actual use of the S.T.A.L.K.E.R. (whichever occurs sooner). If you do not agree to it, do not download, install or use the game.

1.3. The following documents are the integral part of this Agreement and are mandatory in order to accept, download, install or use the game: (a) [Fan Content Creation Guidelines](#) – GSC always enjoyed fan content created based on our universe, this document explains the boundaries for you to create it; and (b) [GSC Privacy Policy](#) – which details GSC's collection, usage and protection of your personal data. These documents are part of this Agreement and they may be updated from time to time. Additionally depending on the platform through which the game was distributed, you may also need to accept and follow terms and conditions of such platforms.

2. HEALTH, AGE, CONTENT WARNING AND RESTRICTIONS

2.1. **Photo Sensitivity/Seizure Warning.** A very small percentage of people may experience epileptic seizures or blackouts when being exposed to certain visuals, including without limitation light patterns or rapidly flashing lights. If you start to experience any of the following symptoms while playing the game, immediately stop and seek consultation from your physician/doctor before resuming the play: blackouts, seizures, dizziness, altered vision, eye or muscle twitches, jerking or shaking of arms or legs, loss of awareness, disorientation, confusion, any involuntary movement, or convulsions.

2.2. S.T.A.L.K.E.R. received minimum age ratings (e.g., PEGI, ESRB) which may be different depending on where you are located and shall be displayed when you purchase S.T.A.L.K.E.R.. You are only allowed to play S.T.A.L.K.E.R. if you are above such specified minimum age.

If you meet or exceed the minimum age requirement and fall into one of the following categories:

- i. 18 years or older (or the legal age of majority in your jurisdiction), you are free to use the game subject to accepting this Agreement;
- ii. if your age falls between 17 and 18 (or the legal age of majority in your jurisdiction), your parent or guardian must consent to review and endorse this Agreement on your behalf (as some jurisdictions restrict individuals under a certain age from entering into binding contracts like this Agreement). Additionally, they should supervise your engagement with S.T.A.L.K.E.R.;
- iii. if you are under 17 or below the specified minimum age in your jurisdiction, you are prohibited from downloading, playing, or otherwise utilizing S.T.A.L.K.E.R..

2.3. S.T.A.L.K.E.R. features depictions of violence, verbal abuse, sexual content, drug use, which may be unsettling for certain individuals. If you have sensitivities to such materials or if it could act as a trigger for you, please take into consideration these factors before you commence playing the game.

3. USING S.T.A.L.K.E.R.

3.1. GSC grants you a personal, limited, revocable, non-exclusive, non-transferable and non-assignable license to display, view, download, install, play and use S.T.A.L.K.E.R. on your personal computer, games console and/or other devices/platforms that are explicitly authorized by GSC and which the game was purchased for. This license is only for your personal use and does not provide you any kind ownership rights to S.T.A.L.K.E.R.. You are not authorized to sub-license, sell, assign, gift or otherwise transfer S.T.A.L.K.E.R. to any third person, or otherwise commercially utilize S.T.A.L.K.E.R..

4. MINIMUM SYSTEM REQUIREMENTS AND CONTINUOUS MONITORING

4.1. S.T.A.L.K.E.R. has minimum system requirements depending on your device/system/platform, which are available for familiarization on S.T.A.L.K.E.R. store page before your purchase. It is crucial that you meet these system requirements before you purchase the game.

4.2. For the purpose of improving your in-game experience, preventing things prohibited by this Agreement, protecting the integrity of S.T.A.L.K.E.R., and if needed enforcing this Agreement, we may deploy specific software that will run in the background of your system or related devices/peripherals during your use of S.T.A.L.K.E.R.. Most of such software is optional and you will have the ability to allow or prohibit us to deploy them. In case we are required to use any mandatory software tools, we will inform you about them first (by in-game means or via the other resources connected to S.T.A.L.K.E.R.. Additional information regarding such software tools is available in our Privacy Policy.

5. PATCHES, UPDATES AND CHANGES

5.1. S.T.A.L.K.E.R. is provided on “as is” and “as available” basis, meaning it may contain bugs, error codes that may result in game crashing from time to time. GSC has performed reasonable efforts to avoid that, but no piece of software is ideal. The game support may not always be available and may be discontinued at some point of time.

5.2. GSC reserves the right (however, has no obligation) to patch, update or make any changes to S.T.A.L.K.E.R. over time (add or remove features, to debug software bugs or to fine-tune balance within the game). Such patches or changes will be deployed by mandatory and/or automatic updates. In case you fail to install such updates based on accepting of this Agreement, unupdated versions may become unusable in the future.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. S.T.A.L.K.E.R., which encompasses all of its structural element, including but not limited to its visual elements, characters, plotlines, artwork, animations, designs, assets, music, sound effects, dialogues, graphics, computer code, user interface, visual and operational style, game mechanisms, gameplay, audiovisual elements, textual content, layout, databases, data, and all other materials, along with any associated Intellectual Property Rights (as defined below) and all other legal rights and exploitation rights related to them, are either owned by GSC or duly licensed by us from third parties. All rights concerning S.T.A.L.K.E.R. are retained except as explicitly elucidated in this Agreement. You are not authorized to employ or capitalize on any aspect of S.T.A.L.K.E.R. except as stipulated in this Agreement and in accordance with our [Fan Content Creation Guidelines](#). S.T.A.L.K.E.R. and its Intellectual Property Rights are protected under copyright, trademark, and other intellectual property statutes worldwide.

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

This section will survive the termination of this Agreement.

7. TERMS OF USE

7.1. You are not granted a commercial use license for S.T.A.L.K.E.R., only a personal use license, unless stated otherwise in any part of the Agreement, for particular cause.

7.2. You are explicitly prohibited to copy, rent, buy, sell, lend, share, give, lease, sublicense, transfer, distribute, publish or publicly display S.T.A.L.K.E.R. or any of your rights under this Agreement except as expressly authorised under this Agreement.

7.3. You are explicitly prohibited to create, use, license, sub-license, make available and/or distribute cheats that may be applied to S.T.A.L.K.E.R.. Cheats are exploits, automation software, robots, bots, hacks, spiders, spyware, scripts, trainers, extraction tools or other software that may interact with or affect S.T.A.L.K.E.R. in any way not intended by GSC, including any unauthorised third party programs that collect information by reading areas of memory used by S.T.A.L.K.E.R. to store information.

7.4. You are prohibited to modify, merge, distribute, translate, reverse engineer, or attempt to obtain or use source code of, decompile or disassemble S.T.A.L.K.E.R. unless you are specifically allowed by applicable law.

7.5. You are prohibited to interrupt or interfere with GSC customer or technical support or impersonate its staff.

7.6. You are prohibited to intercept, mine or otherwise collect personal or any confidential data or information from S.T.A.L.K.E.R..

7.7. You are prohibited to maliciously interfere with, disrupt or access restricted areas of our or third party network software or servers, including by means of tunneling, code injection or insertion, denial of service, modifying or changing the software, using any other similar software together with our software, through protocol emulation, or by creation or use of private servers or any analogous services regarding GSC or the game.

7.8. You are prohibited to perform any actions that may infringe any copyright, trademark, patent, trade secret, privacy, publicity, or other rights of GSC.

7.9. You are prohibited to upload any files that contain any malicious code, including viruses, spyware, Trojan horses, worms, time bombs, intentionally corrupted data, any other files that contain malicious code or that may in any way damage or interfere with S.T.A.L.K.E.R..

7.10. You are prohibited to create any content or use S.T.A.L.K.E.R. in a way that is or may be considered racist, harassing, xenophobic, sexist, discriminatory, abusive, defamatory or otherwise offensive or illegal.

7.11. You are prohibited to remove any proprietary notices or labels on the game.

7.12. You must comply with all applicable laws and regulations when using S.T.A.L.K.E.R..

This section will survive the termination of this Agreement.

8. FAN CONTENT

Please refer to our [Fan Content Creation Guidelines](#) to understand what and to which extent you are allowed to create as a content based on S.T.A.L.K.E.R..

9. FEEDBACK AND CRASH REPORTS

9.1. GSC values community feedback, so in case you got something useful to say, feel free to message us via - [support@gsc-game.com/](mailto:support@gsc-game.com). In case your suggestions are incorporated into the game in any way, we are not obliged to provide you with any compensation (material or otherwise).

9.2. If your game session crashes for any reason, GSC may ask you to provide us with a crash log for the purpose of improvement the source code and making your experience more enjoyable and with less crashes. Crash reports are not mandatory, and on some occasions may contain some personal information (you can consult our Privacy Policy to familiarize yourself with types of data that may be transferred with such crash report).

10. THIRD PARTY CONTENT

10.1. We may provide you with hyperlinks to external websites or content from third-party sources within S.T.A.L.K.E.R.. Moreover, you have the option to access S.T.A.L.K.E.R. through various devices, systems, or platforms. The decision to utilize them is entirely at your discretion, and we cannot guarantee their functionality, quality, or whether they are available at no cost. Additionally, different devices, systems, or platforms may have their own distinct legal terms and conditions, which we strongly advise you to review before engaging with them.

11. WARRANTIES AND REPRESENTATIONS

11.1. GSC Warranties. GSC warrants that we have the right to enter into this Agreement and to grant you the license to use S.T.A.L.K.E.R. for personal entertainment purposes.

11.2. Your Representations and Warranties. You represent and warrant that you have the full power and ability to enter into this Agreement and will follow its terms in all aspects.

12. LIABILITY

12.1. Unless explicitly provided elsewhere in the Agreement, GSC and its affiliates, partners and licensors disclaim any implied or express warranties or representations regarding S.T.A.L.K.E.R.. S.T.A.L.K.E.R. is provided to you on an “as is” and “as available” basis without warranties or representations of any kind, express or implied, and we are not liable for any loss, damage or harm of any kind arising from your use of or inability to use it. Your use of S.T.A.L.K.E.R. is at your own risk.

To the fullest extent permitted by applicable law, we disclaim all warranties, express or implied, which might apply to S.T.A.L.K.E.R., including: implied warranties of title, non-infringement, merchantability, satisfactory quality, fitness for a particular purpose, any warranties that may arise from course of dealing or course of performance or usage of trade, freedom from viruses or errors or defects, and/or any warranties as to the accuracy, legality, reliability or quality of any content or information contained in S.T.A.L.K.E.R..

GSC expressly does not warrant that S.T.A.L.K.E.R. will be uninterrupted or error-free, that defects will be corrected, or that the game will be free of viruses or other harmful components.

12.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW GSC AND ITS AFFILIATES, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY LOSS OF PROFITS, CHARGES OR EXPENSES, LOSS OF DATA OR ANY CORRUPTION OR LOSS OF INFORMATION OR ANY LOSS OF BUSINESS OPPORTUNITY OR ANY SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL LOSS OR DAMAGE OR DISRUPTION OF ANY KIND, IN ANY CASE, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE, BREACH OF STATUTORY DUTY, BREACH OF CONTRACT, BREACH OF WARRANTY OR STRICT LIABILITY), MISREPRESENTATION, RESTITUTION OR OTHERWISE WHETHER OR NOT THE RELEVANT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL GSC AND ITS AFFILIATES', PARTNERS' AND LICENSORS' TOTAL LIABILITY TO YOU IN CONNECTION WITH S.T.A.L.K.E.R. OR THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THE AMOUNT YOU HAVE ACTUALLY PAID US (IF ANY) IN CONNECTION WITH THE MATTERS UNDERLYING ANY CLAIM(S). THE FOREGOING IS YOUR SOLE AND EXCLUSIVE REMEDY IN CONNECTION WITH THIS AGREEMENT.

12.3. You agree to indemnify and hold harmless on demand GSC, its affiliates, licensors and partners (and keep them indemnified and held harmless) from all damages, liabilities, claims and expenses, including legal fees, in connection with:

1. any alleged or actual breach of this Agreement by you;
2. the use of S.T.A.L.K.E.R. by you or any person on your behalf or instead of you (intentionally or unintentionally); and
3. infringement of GSC, its affiliates', licensors' and partners' Intellectual Property Rights.

If any claims are brought against us, you shall cooperate fully with GSC and we reserve the right to take over and conduct defense. You shall not settle any such claims in whole or in part without our prior written consent.

12.4. By accepting the Agreement you confirm that any loss, damage or harm you may suffer is not irreparable, and remedies other than injunctive or other equitable relief will be adequate and sufficient. You hereby explicitly agree that you are not entitled to injunctive or other equitable relief against GSC, its affiliates, licensors and partners.

This section will survive the termination of this Agreement.

13. TERMINATION

13.1. You have the right to terminate at any time, by stopping the usage of S.T.A.L.K.E.R.. Such termination will not affect already existing rights or obligations of us or you.

13.2. GSC may suspend or terminate your access to S.T.A.L.K.E.R. and this Agreement if you materially breach any condition of this Agreement. In case we decide to suspend or terminate your access to S.T.A.L.K.E.R. and this Agreement under this section, we will not have any obligations or liabilities to you at all.

13.3. In case GSC decides to stop access to S.T.A.L.K.E.R. as a whole or on specific platform for any reason permanently, GSC may provide you at least ninety (90) days prior notice by means that will be reasonably available. Such cease of services shall not result in any obligations and liabilities towards you.

14. FORCE MAJEURE

Neither of us will be liable to the other regarding any performance, or non-performance, or delay, in whole or in part, due to Force Majeure.

“**Force Majeure**” means any cause preventing a party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented, including, but not limited to strikes, lock-outs or other industrial disputes, nuclear accident or acts of God, war or terrorist activity, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, industrial action by employees of any providers of electrical power or Internet connectivity, failure of technical facilities, hacking, denial of service or other IT attack, deployment of IT virus malware or similar technology, pandemics (e.g., COVID-19), fire, flood, or storm or default of suppliers or sub-contractors.

15. GOVERNING LAW AND DISPUTE RESOLUTION

15.1. This Agreement, and any issues arising out of them, will be governed and interpreted according to the laws of Cyprus, excluding of its choice of law and/or conflicts of law regulations. The exclusive venue for all litigation regarding or arising out of this Agreement and/or the game shall be in Cyprus and you agree to submit to the jurisdiction of the courts of Cyprus for any such claim or litigation. Party that wins the dispute under this Agreement, shall be entitled to recover its legal fees and expenses.

15.2. If you have an issues with us, we believe it is possible to resolve those quickly. Please contact us at support@gsc-game.com

15.3. GSC and you both agree to make reasonable and good faith efforts to resolve any dispute between us without any third parties. The initial dispute resolution term is thirty (30) days unless there are unpredictable circumstances that may prolong the term up to sixty (60) days.

If you bring a claim against GSC, you must send a physical copy to “Legal Team, GSC Game World Global Ltd, 59 Kolokotroni, 3032, Limassol, Cyprus” as well as a digital copy to legal@gsc-game.com

15.4. Class Actions Waiver. To the maximum extent permitted by the national or state law applicable, you agree not under any circumstances to bring or participate in a class or representative action, private attorney general action or collective arbitration. That means, to the fullest extent permitted by law:

- i. no arbitration shall be joined with any other;
- ii. there is no right or authority for any dispute to be arbitrated on a class-action basis or to utilize class action procedures; and
- iii. there is no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

If the agreement in this section not to bring or participate in a class or representative action, private attorney general action or collective arbitration is found illegal or unenforceable, you and we agree that it will not be severable: this entire section will be deemed unenforceable and any claim or dispute will therefore be resolved in court.

This section will survive the termination of this Agreement.

15.5. For European Union states you may be entitled to submit a complaint through the Online Dispute Resolution Platform operated by the European Commission, details of which can be found at <https://ec.europa.eu/consumers/odr/>.

16. GENERAL CLAUSES

16.1. If any provision of this Agreement is or becomes to be legally unenforceable, the remainder of provisions of this Agreement shall remain in full force. GSC at its sole discretion may replace such unenforceable provision with the one that will be the closest in the meaning of the original provision.

16.2. This Agreement only governs our relationship with you (and vice versa) and does not create any third party rights for anyone, unless explicitly stated otherwise.

16.3. UN Convention on Contracts for the International Sale of Goods does not apply to S.T.A.L.K.E.R. or this Agreement.

16.4. GSC has the right to assign, subcontract or transfer this Agreement to a third party or another member of our group at its sole discretion and at any time.

16.5. No failure or delay by GSC to exercise any right or remedy provided under this Agreement or by law will constitute a waiver of that or any other right or remedy, nor will it preclude or restrict the further exercise of that or any other right or remedy, unless explicitly stated otherwise in this Agreement. No single or partial exercise of such right or remedy by GSC will preclude or restrict the further exercise of that or any other right or remedy.

16.6. This Agreement, together with the other documents referred to within it, constitutes the entire agreement between you and us regarding S.T.A.L.K.E.R. and this Agreement and supersede any earlier oral or written agreements.

17. AMENDMENTS TO THIS AGREEMENT

17.1. GSC reserves the right to change this Agreement at its sole discretion. You will receive a notification in the game or by other available means of communication.

17.2. This Agreement will terminate immediately upon the introduction of an updated Agreement, and you will be given an opportunity to review it. Updated Agreements will not be applied retroactively. Your continued use of the game and play of the game after a modification of the Agreement will be deemed as your acceptance of any modified terms.

In case you do not agree to the changes, you will not be able to use S.T.A.L.K.E.R..

I hereby acknowledge that I have read and understand all the terms and conditions in this Agreement. BY CLICKING "AGREE", I acknowledge and agree to be bound by all the terms and conditions of this Agreement, which includes my express consent to the Privacy Policy and other integral parts of this Agreement.