



WARNING Some people may experience a seizure when exposed to flashing lights or patterns in video games (xbox.com/healthandsafety).



Product Support: http://support.2k.com

Please note that NBA 2K21 online features are scheduled to be available until December 31, 2022 though we reserve the right to modify or discontinue online features without notice. Visit **www.nba2k.com/status** for more information.

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GAME CONTROLS XBOX WIRELESS CONTROLLER



| XBOX WIRELESS CONTROLLER | | |
|--|----------|--|
| Basic Offense | Control | Basic Defense |
| Move Player | Ū | Move Player |
| PRO STICK™: Dribble Moves / Shooting / Passing | ® | Hands Up |
| Post-Up / Protect / Hard Stop | J | Intense-D |
| Sprint | RT | Sprint |
| Call Play / Pick Controls | ß | Double Team |
| Icon Pass | RB | Icon Swap |
| Pass (tap) / Skip Pass (press and hold) | A | Player Swap (closest to ball) |
| Bounce Pass (tap), Flashy Pass (double tap) , Handoff/Pitch Pass(press and hold) | в | Take Charge (hold) Flop (double tap) |
| Shoot (press) Pump Fake / Hop (tap) Spin Gather (double tap) | 8 | Steal (press) Intentional Foul (hold) |
| Lob Pass (tap), Alley-Oop (double tap), Lead to Basket (press and hold) | <u> </u> | Block / Rebound |
| Gameplay HUD | ô | Gameplay HUD |
| Offensive Game Plan | ⇒ | Defensive Game Plan |
| OTFC Offense Strategy | ø | OTFC Defensive Sets |
| OTFC Substitutions | Ş | OTFC Substitutions |

ADVANCED OFFENSE

| Action | Input |
|---|--|
| Pick Control | Press and hold 📭. Use 🗈 to choose Roll vs. Fade and press 🖲 to choose pick side |
| Bounce Pass | Tap 8 |
| Lead to Basket Pass | Тар 😳 |
| Flashy Pass | Double-tap 🛽 |
| Alley-Oop | Double-tap 🔮 |
| Handoff / Pitch Pass | Press and hold $\textcircled{0}$, to make the selected receiver cut to the ball handler, release $\textcircled{0}$ to pass the ball |
| Fake Pass | 😢 + 🖲 (while standing or driving) |
| Jump Pass | ⊗ + ∧ |
| Give & Go | Press and hold ${}^{m O}$ to retain control of passer, release ${}^{m O}$ to pass the ball back to him |
| Putback Dunk/Layup Finish Alley-Oop (when controlling receiver) | Hold 📀 |
| PRO STICK™ Pass | RB + (R |
| Call Timeout | View button |

| ADVANCED DEFENSE |
|------------------|
|------------------|

| Action | Input |
|------------------|--|
| Move | 0 |
| Fast Shuffle | |
| Steal | Тар 🕄 |
| Block | ● |
| Rebound | 𝔮 (ball in air) |
| Take Charge | Hold [®] |
| Flop | Double-tap 🛛 |
| Ball Denial | Hold 🕑 when near opponent |
| Intense Defense | Hold 🗳 |
| Crowd Dribbler | Hold 🗳 and move 🛈 towards the dribbler |
| Contest | Quickly move and release ® |
| Hands Up | Hold ® |
| Deny Hands Out | Hold 🕲 (while playing offball defense) |
| Double Team | Hold 💷 |
| Icon Double Team | Tap 💷, then press and hold desired double teamer's action button |

PRO STICK[™]

The PRO STICK[™] gives you more control over your offensive arsenal than ever before.

PRO STICK™: SHOOTING

| Action | Input |
|--|---|
| Jump Shot | Move + Hold I straight down, then nudge left or right to adjust aim |
| Pump Fake | Start a jump shot, then quickly release $oldsymbol{\mathbb{G}}$ |
| Runner / Floater (driving range) | Hold ® down |
| Hop Gather (driving to hoop) | Hold 🕲 down left or right |
| Spin Gather (driving to hoop) | Rotate ®, then hold |
| Normal Layup (driving to hoop) | Hold ® left, right, or up while driving (® direction determines finish hand) |
| Euro Step Layup (driving to hoop) | Hold 🕲 left (with ball in right hand) |
| Cradle Layup (driving to hoop) | Hold 🕲 right (with ball in right hand) |
| Reverse Layup (driving along baseline) | Hold $\ensuremath{\mathfrak{O}}$ in the direction of the hand closest to the baseline |
| 2-Hand Dunks (driving to hoop) | 🖫 + Hold ® up |
| Dominant/Off-Hand Dunk (driving to hoop) | ${rak with a {f u}}$ + Hold ${f O}$ left or right to dunk with that hand |
| Flashy Dunks (driving to hoop) | 🖫 + Hold 🕲 down |
| Step Through | Pump fake, then hold $old O$ again before pump fake ends |

PRO STICK™: DRIBBLING

| Action | Input | Context |
|---------------------------------|--|---------------|
| Triple Threat Jab/Stepover | Tap 🕲 Left/Right/Up | Triple Threat |
| Triple Threat Pump Fake | Tap 🕲 down | Triple Threat |
| Triple Threat Attack Hesitation | Move + Hold 🕲 up left or up right | Triple Threat |
| Triple Threat Spinout | Rotate ® then quickly return to neutral | Triple Threat |
| Triple Threat Stepback | 🖭 + Tap 🕲 down | Triple Threat |
| Signature/Rhythm Size-up | Move + Hold ® up | Dribbling |
| Hesitation | Tap ® right (when dribbling with right hand) | Dribbling |
| In and Out | Move () up right or up left toward the ball hand, then quickly release | Dribbling |
| Crossover (front) | Tap [®] up (when dribbling with right hand) | Dribbling |
| Crossover (between legs) | Tap $oldsymbol{\mathbb{O}}$ left (when dribbling with right hand) | Dribbling |
| Behind Back | Tap [®] down left (when dribbling with right hand) | Dribbling |
| Momentum Size-Ups | Hold 🖫 and perform a Hesitation, Crossover or Behind Back | Dribbling |
| Escape Size-Ups | Perform a Hesitation, Crossover or Behind Back but keep @ held instead of releasing. | Dribbling |
| Spin | Rotate ® from ball hand around player's back, then quickly return to neutral | Dribbling |

| Half-Spin | Rotate () in a quarter-circle from ball hand to hoop, then quickly return to neutral | Dribbling |
|-----------|--|-----------|
| Stepback | Tap $oldsymbol{\mathbb{O}}$ down while driving | Dribbling |

POST MOVES (PRESS D TO POST UP)

| Action | Input |
|-----------------------|--|
| Quick Spin/Hook Drive | Rotate 🕲 |
| Fakes | Tap 🕲 left/right/down |
| Change Facing | Тар 🕲 ир |
| Post Hop | Hold $old {f 0}$ to the left or right away from hoop, then tap $old {f 8}$ |
| Post Stepback | Hold 🕲 away from hoop, then tap 🕸 |
| Dropstep | Hold $old {f 0}$ to the left or right toward hoop, then tap ${f 3}$ |

POST SHOTS (PRESS D TO POST UP)

| Action | Input |
|-----------------------------------|--|
| Post Hook (close range) | ® up (with ® neutral) |
| Shimmy Hook (close range) | ल्प + 🕲 up (with 🕲 neutral) |
| Post Fade (beyond close range) | I down left or right |
| Post Layup | log up (while log is toward the hoop) |
| Shimmy Fade (beyond close range) | Hold 🗳 then move 🕲 down left or right (with 🛈 neutral) |
| Pump Fake | Start a shot listed above then move ® to neutral |
| Up & Under / Step Through | Pump fake, then move and hold @ again before pump fake ends |

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

INFORMATION COLLECTION & USAGE

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

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

WARRANTY

LIMITED WARRANTY: Licensor warrants to you (if you are the initial and original purchaser of the Software but not if you obtain the pre-recorded Software and accompanying documentation as a transfer from the original purchaser in that the original storage medium holding the Software is free from defects in material and workmanshipunder 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 are nortflied by the gaming unit producers as compatible with the gaming unit for which thas been published. However, due to variations in hardware, software, internet connections, and individual usage, Licensor does not warrant the performance of the Software on your specific computer or gaming unit. Licensor does not warrant against interference with your enginements listed are will be uninterrupted or error-free, or that the Software will be compatible with third-party software will meet your requirements, that operation to the Software will be uninterrupted or error-free, or that both software will be compatible with third-party software will meet your requirements, that operation to the software wills on or internations on implied warranties or the interaction and the software will be compatible with third-party software will meet your requirements, that operation and low the exclusion of or limitations on implied warranties or the implicable statutory rights of a company grower game to the above exclusions and limitations may not apply to you.

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

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

When returning the Software subject to the limited warranty above, please send the original Software only to Licensor address specified below and include: your name and return address; a photocopy of your dated sales receipt; and a brief note describing the defect and the system on which you are 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, amployees, and agents in respect of all damages, losses, and expenses arising directly or indirectly from your acts and omissions to act in using the Software pursuant to the terms of the Agreement.

TO THE FULLEST EXTENT OF APPLICABLE LAW, LICENSOR SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROMPOSSESSION, USE, OR MALFUNCTINON THE SOFTWARE, INCLUDING, BUTNOTLIMITED TO, DAMAGESTO PROPERTY LOSSOF GODOWILL, COMPUTER FAILURE OR MALFUNCTION, AND, TO THE EXTENT PERMITTED BY LAW, DAMAGESFORPERSONAL INJURIES, PROPERTY DAMAGE, OR LOST PROFITS OR PUNITIVE DAMAGES FROM ANY CAUSES OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SOFTWARE, WHE THER ARISING IN TORT (INCLUDING REGLIGENCE), CANY CAUSES OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SOFTWARE. WHE THER ARISING IN TORT (INCLUDING DEGLIGENCE), CANY CAUSES OF ACTION OF OTHERWISE, WHETHER OR NOT LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY DO SUCH DAMAGES TO THE FULLEST EXTENT OF APPLICABLE LAW, LICENSOR SI LABILITY FOR ALL DAMAGES SHALL NOT (EXCEPT AS REQUIRED BY APPLICABLE LAW) EXCEED THE ACTUALER TO FOR SOFT AND FOR USE OF THE SOFTWARE.

IF YOU ARE A RESIDENT OF AN EUMEMBER STATE, NOT WITH STANDING ANYTHING TO THE CONTRARY SET OUT ABOVE, LICENSOR IS RESPONSIBLE FOR LOSS OR DAMAGE YOU SUFFER THAT IS A REASIONABLY FORESEE ABLE RESULT OF LICENSOR'S BREACH OF THIS AGREEMENT OR ITS NEGLIGENCE, BUT IT IS NOT RESPONSIBLE FOR LOSS OR DAMAGE THAT IS NOT FORESEE ABLE.

WE DO NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM OUR NETWORK AND OTHER PORTIONS OF THE INTERNET, WIRELESS NETWORKS, OR OTHER THIRD-PARTY NETWORKS SUCH FLOW ODERDOSIN LARGE PART ON THE PERFORMANCE OF THE INTERNET, MURILESS SEVICES PROVIDED OR CONTROLLED BYTHIRD PARTIES. ATTIMES, ACTIONS ORINACTIONS OF SUCH THIRD PARTIES MAYIMPAIR OR DISRUPT YOUR CONNECTIONS TO THE INTERNET, WIRELESS SERVICES, OR PORTIONS THEREOF. WE CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. TO THE FULLEST EXTEN TO F APPLICABLE LAW, WE DISCLAIM ANY AND ALL LIABILITY RESULTING FROM OR RELATED THIRD-PARTY ACTIONS OR INACTIONS THAT IMPAIR OR DISRUPT YOUR CONNECTIONS TO THE INTERNET, WIRELESS SERVICES, OR PORTIONS THEREOF OR THE USE OF THE SOFT WARE AND RELATED SERVICES AND PRODUCTS. TERMINATION

TERMINATION

This Agreement is effective until terminated by you or by the Licensor. This Agreement automatically terminates when Licensor cases to operate the Software servers (or games exclusively operated online). If Licensor determines or believes your use of the Software involves ar any involve fraud or money laundering or any other Illicit activity, or upon your failure to comply with terms and conditions of this Agreement, including, but not limited to, the Licensor Conditions above. You may terminate this Agreement at any time by (i) requesting Licensor to terminate and delet your User Account that is used to access or use the Software using the method set forth in the Terms of Service or (ii) destroying and/or deleting any and all copies of all Software in your possession custody, or control. Deleting the Software from your Game Platform will not delete the information associated with your User Account. Including any VC and VG associated with your User Account information, including any VC and YG associated distributed with your Liser Account. Hen your may still have access to your prior User Account information, including any VC and YG associated with your User Account. Hen Software using down and the Software is the Software or any VC and YG associated with your User Account. It has be deleted, and you will no longer be available for uset the Software or any reason, all VC and (VC associated with your User Account information, including any VC and YG associated with your User Account. It has Agreement for any Software. Licensor may prohibity our form terminates due to your violation of this Agreement, Licensor may prohibity our form tergistering or re-accessing the Software, accompanying documentation, associated materials, and all of its component parts in your possision or control, including from any Cleint server, accompanying documentation, associated materials, and all of its component parts in your possision or control, including from any Cleint server, accompanying documentation, associated u associated with your User Account, will terminate immediately, and you must cease all use of the Software. The termination of this Agreement will not affect our rights or your obligations arising under this Agreement.

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The Software and documentation have been developed entirely at private expense and are provided as "Commercial Computer Software" or "restricted computer software". Use duplication, or disclosure by the U.S. Government at u.S. Government subcontractor is subject to the restrictions set forth in subparagraph (c)[1] (ii) of the Rights in Technical Data and Computer Software clauses in DFARS 252, 227-703 are set for this subparagraph (c)[2] and (2) of the Commercial Computer Software Restricted Rights clauses at FARS 227-19, as applicable. The Contractor/Munifacturer is Licensor at the location listed below.

EQUITABLE REMEDIES

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

TAXES AND EXPENSES

You shall be responsible and lable to Licensor and any and all of its affiliates, officers, directors, and employees for all taxes, duites, and lewies of any kind imposed by any governmental entity with respect to the transactions contemplated under this Agreement, including interest and penalties thereon (exclusive of taxes on Licensor's net income), irrespective of whether included in any involves entity ou a tany time by Licensor. You shall provide copies of any and all exemption erificates to Licensor's net income), irrespective of whether included in any involves entity ou any time by Licensor. You shall provide copies of any and all exemption erificates to Licensor's net income), irrespective of whether included in any involves entity on any time by the sherunder, if any, are your sole responsibility. You are not entitled to reimbursement from Licensor for any expenses, and will hold Licensor tharmless therefrom.

TERMS OF SERVICE

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

MISCELLANEOUS

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

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

1. This binding individual arbitration section will not apply to the extent prohibited by the laws of your country of residence.

- 2. You and the Company agree that should any dispute, claim, or controversy arise between us regarding any Company products or services (hereafter a "Dispute"), whether bases in contract, statule, regulation, or contance, tork (including fraud miserpresentiation, fraudulent inducement, or engigence), or any other legal or equitable theory, except for those matters listed in the Exclusions From Arbitration paragraph below, and expressly including the validity, enforceability, or scope of this BNDING(ND)/DUAL ABBITRATION' section (with the exception of the enforceability of the Class. Action Maver clause below), shall be submitted to binding arbitration, as described below, and escribed below, and expressly including the validity, enforceability, or scope of this BNDING(ND)/DUAL ABBITRATION' section (with the exception of the enforceability of the Class. Action Maver clause below), shall be submitted to binding arbitration, as described below, rather than being resolved in ocut. The term "Dispute" is to be given the broadest possible maning that will be enforced and includes, for example, all matters arising under this Agreement, the Privacy Policy, the Terms of Service, or any other agreement with the Company. You understand that there is no indige or jury in arbitration and anarditration award is limited.
- 3. Exclusions From Arbitration. You and the Company agree that any claim filed by You or the Company in small claims court on an individual basis are not subject to the arbitration terms contained in this Section. In addition, the Company or You shall have the right to seek an injunction against you in court in order to preserve the status quowhile an arbitration proceeds.
- 4. Class Action Waiver. THE ARBITRATIONPROCEEDINGSDESCRIBEDHEREIN WILL BE CONDUCTED ON ANIND/IDUAL BASISONLY. Meither You nor the Company shall be entitled to join or consolidate disputes by or against other individuals or entities, or to arbitrate any dispute in a representative enabler of a class or in a private attorney general capacity, in councilon with any Dispute. Further, unless both You and the Company agree, the arbitrator may not consolidate more than one person's claim. The arbitrator may award any individual relief or individual remedes that are permitted by applicable way, but to the maximum extent permitted by applicable law, may not award relief agains the Company respecting any person other than You.
- 6. Notice of Dispute. If you have a Dispute with the Company, you must send written notice to TAKE TWOINTERATIVE SOFTWARE, LEGAL DEPARTMENT, ATTNX ARBITRATION OF DISPUTE, 110 West 44th Street, New York, New York, 10036, inorder to give the Company the opport unity to resolve the dispute informally through negotiation. Notice must be provided within two (2) years of the Dispute having arisen, but in no event after the date on which the initiation of legal proceedings would have been barred under the applicable statute of limitations. The failure to provide timely notice shall bar all claims. If the Company has a dispute with You, the Company will provide notice to the address it has on file for you; if possible. You and the Company argue to negotiate the Dispute in good faith for no less than 30 days after notice of the Dispute is porvided. If the Dispute is positive time.
- 7. Arbitration Rules and Procedures. Arbitration shall be subject to the U.S. Federal Arbitration Act and federal arbitration law, and shall be conducted by Judicial Arbitration Mediation Services, Inc. ("JAMS") pursuant to the JAMS Streamlined Arbitration Rules and Procedures effective July 1, 2014 (the "JAMS Rules"), as

modified by this agreement to arbitrate. The JAMS Rules, including instructions for initiating an arbitration, are available on its website at http://www.jams.dr. com/rules streamined - arbitration. The Company will pay its arbitration costs as required by the JAMS Rules and, in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of Itigation, table Nules and, in the event that you are able to demonstrate arbitrator demonstration will be prohibitive as compared to the costs of Itigation, the Company will pay as much of your arbitration film gand hearing fees as the arbitrator demonstration for being ossis-prohibitive as compared to the cost of Itigation. Each side shall pay his, her, or its sown attorneys' fees and costs unless the clam(s) at issue permit the prevailing party to be paid its fees and/or itigation costs, in which case the arbitrator shall award fees or costs as required by the applicable law.

- 8. Location of Arbitration. At Your option, if an in-person hearing is required under the JAMS Rules, the hearing will occur either in New York County, New York, or in the United States county in which You reside.
- 9. Decision of the Arbitrator. Any decision or award by the arbitrator shall be final and binding on the parties. Unless otherwise agreed, any decision or award shall set forth the factual and legal basis for the award. The arbitrator shall be permitted to award only those remedies in law or equity which are requested by the parties and which the arbitrator determines are supported by credible relevant evidence. Any decision or award may be enforced as a final judgment by any court of competent jurisdiction. If either party unsuccessfully challenges the validity of an award, the unsuccessful party shall pay the opposing party's costs and attorneys' fees associated with the challenge.
- 10. Continuation in Effect. This Binding Individual Arbitration section survives any termination of this Agreement or the provision of services to You by the Company.
- 11. Ability to Change Terms and Conditions Inapplicable. Although the Company may revise its End User License Agreement, Privacy Policy, Terms and Conditions, or other agreements at its discretion, the Company does not have the right to alter this agreement to arbitrate or the rules specified herein with respect to any Dispute once accrued.
- 12. Severability, fanypart of this arbitration provision is deemed invalid, unenforceable, or Illegal, than the balance of this arbitration provision shall remain ineffect and be construind in accordance with its terms as if the invalid, unenforceable, or Illegal provision had not been included. The sole exception to this is the class action waiver provision. If the prohibition on the arbitration proceeding on a class basis is found to be invalid, unenforceable, or Illegal, arbitration agreement shall be until and viol and the Dispute shall proceed in court under applicable class action rules and proceeding. If for any reason, a claim proceeds in our trather than in arbitration, the dispute shall be exclusively brought in state or federal court in New York County, New York. Suits brought in state our tray be removed to federal courty by ether part if permissible by law.

GOVERNING LAW

This Agreement is entered into in the State of New York and shall be governed by, and construed in accordance with, the leave of the State of New York, exclusive of its choice of larv rules. For any disputes on studject to hioling individual arbitration, you and the Company agree to submit to the exclusive jurisdiction of the state and arbitration. You are not submit to the exclusive jurisdiction of the state and the formany agree to submit to the exclusive jurisdiction of the state and arbitration. You are called a strong the state in which you are resident and to a strong any advecting either party's inghts to remove acces to federal court if per missible). This paragraph will be interpreted as broadly as applicable law permits. For example, if you are a resident of a European Uhion member state, you will benefit from any mandatory provisions of consumer protection law in the member state in which you are resident. And you can bring legal proceedings in relationt this Agreement, the Company shall be Company shall be Company shall be constitute and ifficantiate defense (whether characterized as arising at two in the Hermiter State in which you are resident. You agree that any violation by You of this Agreement, the Privacy Policy, the Terms of Service, any other agreement with the Company shall be constitute and ifficantiate defense (whether characterized as arising at two requirt) against any claim you might assert against the Company relating to its software or services. You and Licensor agree that the UN Company has the right to proceedings in the state of to software and exervices, whether for breach of contract, violation of contract, violation of any applicable state or local strong and the romany shall be governing terms and contract, violation of and services, whether for breach of contract, violation of contract, violation of any applicable state or defense to the software or contract and services, whether for breach of contract, violation of any is no applicable state or local strong and the software

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

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

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