

HoYoPlay Terms of Service

This Terms of Service ("Agreement") is a legally binding agreement between COGNOSPHERE PTE. LTD. ("COGNOSPHERE," "we," "our," or "us") and you ("you" or "User"). This Agreement governs your use of, access to and/or download of COGNOSPHERE Game(s), our online website, any game-specific site, software systems, customer support, social media, community channels and/or any other online services, including but not limited to the game launcher product known as "HoYoPlay", provided by COGNOSPHERE and by any of our authorized third party (collectively the "COGNOSPHERE Services"), whether as a guest or a Registered User (as defined below).

In particular, we draw your attention to some important terms in this Agreement. By accepting this Agreement:

- You agree to COGNOSPHERE rules and policies that are expressly incorporated into this Agreement, including our Privacy Policy, which explains what Information we collect from you and how we protect it.
- You agree that you use the COGNOSPHERE Services at your own risk, and that COGNOSPHERE's liability to you is limited as set forth in Section 12 below.
- You agree to resolve disputes between you and COGNOSPHERE in individual arbitration, and not in court, as set forth in Sections 16 and 16A below. We have put this up front, bold, and in all caps due to its importance:

THIS AGREEMENT CONTAINS A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER IN SECTIONS 16 AND 16A BELOW. EXCEPT FOR CERTAIN TYPES OF DISPUTES SPECIFICALLY DESCRIBED IN THOSE SECTIONS, YOU AND COGNOSPHERE AGREE TO RESOLVE DISPUTES BY BINDING, INDIVIDUAL ARBITRATION, AND GIVE UP THE RIGHT TO GO TO COURT INDIVIDUALLY OR AS PART OF A CLASS ACTION. YOU AND COGNOSPHERE FURTHER WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. YOU HAVE A TIME-LIMITED RIGHT TO OPT OUT OF THIS WAIVER, AS EXPLAINED IN SECTIONS 16 AND 16A BELOW.

- You agree that to enter into this Agreement, you are an adult of legal age of majority in your country of residence, and you are legally and financially responsible for all actions using or accessing the COGNOSPHERE Services. **BY ACCEPTING THIS AGREEMENT, YOU AFFIRM THAT YOU HAVE REACHED THE LEGAL AGE OF MAJORITY AND UNDERSTAND THIS AGREEMENT, INCLUDING THE TERMS GOVERNING DISPUTE RESOLUTION CONTAINED IN SECTIONS 16 AND 16A.**

NOTE FOR PARENTS AND GUARDIANS: YOU SHOULD NEVER ALLOW CHILDREN IN YOUR CARE TO USE ANY OF THE SERVICES WHILE UNSUPERVISED. PLEASE ENSURE THAT YOUR CHILDREN DO NOT GIVE OUT TOO MUCH PERSONAL INFORMATION, AND THAT THEY UNDERSTAND HOW TO USE THE SERVICES SAFELY.

"COGNOSPHERE Game(s)" refer to any game(s) that COGNOSPHERE has launched or in the future will launch, or any of its game(s) during the test process.

COGNOSPHERE Game(s) include but are not limited to the software of COGNOSPHERE Game(s) (including but not limited to the whole game software and any content, component, element or feature involved therein), any patches, updates, and upgrades to the application, any related content, documentation, add-ons, supplements, any game-related services made available to you by COGNOSPHERE under this Agreement, and/or any copy of the foregoing.

"HoYoPlay" refers to the software system developed and made available for download and use for the purposes of using, accessing, downloading of and/or other forms of access to COGNOSPHERE Game(s) and COGNOSPHERE Services by us.

By making a registration or application for a HoYoverse Account, downloading the software of COGNOSPHERE Game(s) and/or COGNOSPHERE Services via HoYoPlay or other download channels, playing the COGNOSPHERE Game(s) (including but not limited to updates, upgrades, patches), browsing our websites, accessing various online operation or maintenance services, or otherwise accessing any services provided by COGNOSPHERE, you are deemed to have read, understood, and accepted all the terms of this Agreement and the relevant Terms of Service(s) and Privacy Policy(s) of the corresponding COGNOSPHERE Game(s) and/or COGNOSPHERE Services, which are accessible via the links below:

Honkai Impact 3rd

<https://honkaiimpact3.hoyoverse.com/global/en-us/terms>

Genshin Impact:

<https://genshin.hoyoverse.com/en/company/terms>

Honkai Star Rail:

<https://hsr.hoyoverse.com/en-us/company/terms>

Zenless Zone Zero:

<https://zenless.hoyoverse.com/en-us/company/terms>

Please note the software of COGNOSPHERE Game(s) and/or COGNOSPHERE Services may contain Cheat Detection software or features. "Cheat Detection" means functionality intended to identify Cheats. "Cheats" means programs, methods, processes or other programs with software or hardware on any formats that may give Users an unfair competitive advantage within COGNOSPHERE Game(s) and/or COGNOSPHERE Services.

If you do not agree to install the Cheat Detection software or at any time remove or disable the Cheat Detection features, alone or make combination with COGNOSPHERE Game(s) and/or COGNOSPHERE Services, the license granted to you under this Agreement automatically terminates and you should immediately stop accessing any of the COGNOSPHERE Services.

Please note that the COGNOSPHERE Game(s) and/or COGNOSPHERE Services with the Cheat Detection software therein may collect and transmit details about your account, gameplay, and any potentially unauthorized programs and processes, subject to our Privacy Policy. In the event that Cheats are identified, you agree that COGNOSPHERE may exercise part or all of its rights hereunder. You confirm that, by installing, copying, running or otherwise using the COGNOSPHERE Game(s) and/or COGNOSPHERE Services, you agree to be bound by this Agreement.

COGNOSPHERE reserves the right to amend, modify or revise this Agreement at any time and you agree to check periodically for new terms. Please note that your continued use of the COGNOSPHERE Services shall constitute your acceptance to be bound by the newly updated Agreement.

IF YOU DO NOT AGREE TO ANY TERM OF THIS AGREEMENT, PLEASE DO NOT, EITHER DIRECTLY OR INDIRECTLY, USE OR ACCESS HOYoplay AND/OR COGNOSPHERE SERVICES IN ANY WAY.

1. HoYoverse Account

a. You may be required to register or have a HoYoverse Account ("Account") in order to use the COGNOSPHERE Services and HoYoPlay.

To create an Account, you will be required to register as a User and accept the HoYoverse Account Terms of Service. If you do not accept those terms, you will not be able to create an Account.

b. You may establish an Account only if you are a natural person and an adult in your country of residence, and you are not an individual specifically prohibited by us from using the COGNOSPHERE Services.

When you have successfully created an Account, as a registered user ("User" or "Registered User"), you need to create a username ("Nickname") to be used during your game play. You acknowledge and agree not to use a Nickname which is obscene or otherwise offensive. We are entitled (but not obliged) to filter out certain words and phrases that we consider unacceptable. Besides, while any registration process that we adopt may filter out certain unacceptable words and phrases, it can never be a comprehensive filter. Also, we reserve the right to terminate your usership or Account and have the right to require your re-registration with a new acceptable Nickname if, in our discretion, we consider that your Nickname (or its use) is offensive or otherwise breaches the agreement terms in any way.

c. By creating a HoYoverse Account, you agree that you will:

(i) provide accurate, up-to-date and complete information about you whenever prompted or permitted by any site registration process ("Personal Data"); and

(ii) maintain and promptly update your Personal Data and keep your Personal Data accurate, up to date, and complete.

d. You acknowledge that to create an Account, you must be at least of the minimum age for consenting to Personal Data collection under the law in your jurisdiction and that you are an adult in your country of residence (or at other age in your jurisdiction where you are classified as above the legal age of majority) when using the COGNOSPHERE Services.

e. You agree to provide accurate and complete registration information, and you are not suggested to create a Nickname that reflects your real name or other Personal Data.

f. You shall be responsible for keeping your Account secure and confidential (including but not limited to email address, passwords or other related account information). Also, you acknowledge that you shall be responsible for any and all actions performed, using, or accessing the COGNOSPHERE Services through your Account, whether or not authorized by you.

g. Each Account is unique and important to each User. You shall neither transfer or otherwise make your Account information available to third

parties, nor use other User(s)' Account(s) at any time. If you sell your Account or other related information, COGNOSPHERE reserves the right to take action, including but not limited to the right to terminate your Account immediately without any refund.

h. We may terminate your usership or Account at any time for any reason without any further formality if we have reason to believe that you have failed to comply with this Agreement. If your Account is so terminated, you will not be permitted to re-register as a User without our express permission. If you decide to terminate your usership or Account, please contact our support service, and we may terminate it as soon as reasonably practical after receiving your termination request.

i. You are responsible for maintaining the confidentiality of your Account information and if any third parties use your Account or otherwise access your Account, you may not claim compensation from COGNOSPHERE. In the event of theft, unauthorized use or any other security breach pertaining to your Account, it is your responsibility to notify COGNOSPHERE immediately.

2. License Grant & License Conditions

License Grant

COGNOSPHERE grants you a personal, limited, revocable, non-exclusive, non-transferable and non-sublicensable right to install and use the HoYoPlay and COGNOSPHERE Game(s) software on devices you legally own or control, solely for your personal entertainment and non-commercial purpose (the "License"). The rights granted to you by COGNOSPHERE under this License are subject to the terms of this Agreement and you may make use of the License only if you comply with all applicable terms. The License becomes effective on the date that you accept this Agreement.

By accepting this Agreement, you understand and acknowledge that the HoYoPlay and COGNOSPHERE Game(s) software is licensed, not sold to you, under the License, and furthermore that the License does not grant you any title or ownership in the HoYoPlay and COGNOSPHERE Game(s) software.

License Conditions

a. You acknowledge and agree that your use of HoYoPlay and COGNOSPHERE Services is also governed by the Privacy Policy which may be amended from time to time by COGNOSPHERE in its sole discretion. You acknowledge and agree that the Privacy Policy is at all times incorporated and forms a part of this Agreement.

b. You acknowledge and agree that you may not, either directly or indirectly, do or attempt to do any of the following actions with respect to any or all of the COGNOSPHERE Services:

- i. Publish, upload, transmit, or otherwise disseminate information that is obscene, indecent, vulgar, pornographic, sexual or otherwise offensive or objectionable;
- ii. Defame, libel, ridicule, mock, stalk, threaten, harass, intimidate, abuse anyone hatefully, racially, ethnically or otherwise offensive or objectionable to a portion of the public;
- iii. Infringe contractual rights, personal and property rights, intellectual property rights and other rights and interests (including the rights of privacy, publicity or trade secret) of COGNOSPHERE or third parties;
- iv. Develop, use or distribute any software, script code, plug-in unit, programs or applications that may cause an unfair competitive advantage;
- v. Exploit, distribute or publicly inform third parties of any game error, miscue or bug, regardless of an intended advantage or not;
- vi. Sell, lease, rent, license, sublicense or otherwise use whole or part of COGNOSPHERE Services and related contents, information, element for a commercial purpose;
- vii. Copy, reproduce, adapt, reverse engineer, decompile, disassemble or otherwise create derivative works based on any of the COGNOSPHERE Services;
- viii. Use illegal or inappropriate methods that may interrupt the operation of or otherwise exploit any of the COGNOSPHERE Services without authorization, including but not limited to extracting source code, hacking, cracking, distributing counterfeit software, complaining of false information, uploading or transmitting files (or attempting to do so) that contain viruses, Trojan horses, worms, time bombs, corrupted files or other unauthorized programs;
- ix. Use, export, re-export or otherwise act or omit in violation of any applicable laws or local regulations; and/or
- x. Allow or assist any third parties to do any of the above.

c. You further acknowledge and agree that your use of the COGNOSPHERE Services shall comply with any applicable laws or local regulations, and

that you will immediately stop using or accessing the COGNOSPHERE Services when local laws or local regulations so require.

d. Except as expressly authorized under this Agreement, you may not copy the COGNOSPHERE Services in whole or part or any accompanying materials therein. Because the COGNOSPHERE Services contain our proprietary information, you agree: (i) to hold in the strictest confidence all code and any technical elements of the COGNOSPHERE Services, ii) not to copy, reproduce, distribute, manufacture, reveal, report, publish, disclose or otherwise transfer any of our un-public information, and/or (iii) subject to all applicable law (including US Copyright law and DMCA), not to make use of the COGNOSPHERE Services except for your individual enjoyment and non-commercial purpose.

e. Except expressly authorized herein, any use of the COGNOSPHERE Services in whole or part, without our prior written consent, is strictly prohibited and the License granted herein will be terminated. COGNOSPHERE expressly reserves the right to deny anyone access to the COGNOSPHERE Services at any time for any reason without prior notice. You further agree that COGNOSPHERE, without any liability, shall be entitled to suspend or terminate providing any of the COGNOSPHERE Services or change the provided content at any time for any reason without prior notice.

f. COGNOSPHERE reserves the right, but is not obligated, to mediate, resolve, or otherwise get involved in disputes between Users. While COGNOSPHERE reserves the right to take action upon being alerted or informed of inappropriate game play or communications between Users made in connection with their access or use of the COGNOSPHERE Services, you are solely responsible for any interactions with other Users. By using the COGNOSPHERE Services, you acknowledge and accept that at any time there may be language or material accessible on or through the COGNOSPHERE Services that may be inappropriate for children and/or offensive to Users of any age, race, religion, gender. You agree that under no circumstances shall COGNOSPHERE be liable for any inappropriate User behavior or language. If COGNOSPHERE determines in its sole discretion that any inappropriate User behavior or language was made or communicated from your Account, COGNOSPHERE reserves the right to suspend or terminate your access to the COGNOSPHERE Services and/or to take other enforcement actions as COGNOSPHERE deems necessary to safeguard its rights.

g. You further agree that COGNOSPHERE is not liable for the behavior of any other Users or third parties, including but not limited to any third-parties' websites or services linked on or through the COGNOSPHERE Services.

3. Use of Account by Minors

- a. The application of this section is subject to the prevailing laws, regulations and all other policy(s) relating to the protection of minors in your country(s)/region(s) of residency, where applicable.
- b. You acknowledge that to create an Account, you must be at least of the minimum age for consenting to Personal Data collection under the law in your jurisdiction and that you are an adult in your country of residence (or at other age in your jurisdiction where you are classified as above the legal age of majority) when using the COGNOSPHERE Services.
- c. To enter into this Agreement, you must be an adult of the legal age of majority in your country of residence. By accepting this Agreement, you acknowledge and affirm that you are of the legal age of majority in your country of residence and that you are legally and financially responsible for all actions using or accessing the COGNOSPHERE Services, whether or not authorized by you.
- d. If you are under the legal age of majority in your country of residence ("minor" or "child"), you may not enter into this Agreement. Your parent or legal guardian must review this Agreement and accept it on their own behalf. Subject to any applicable laws, regulations or rules regarding minors, a parent or legal guardian who has accepted this Agreement on their own behalf may permit a minor to use their Account, provided that the parent or legal guardian acknowledges and agrees that they are legally and financially responsible for all actions using or accessing the COGNOSPHERE Services, including the actions of any minor or child they allow to access their Account, whether or not authorized by the parent or legal guardian.

4. Ownership/Intellectual Property

- a. COGNOSPHERE shall own all rights, titles, and interests (including but not limited to the ownership, intellectual property rights, neighboring rights and other rights and interests) in and to the COGNOSPHERE Services under this Agreement. You acknowledge that your use of the COGNOSPHERE Services does not confer you any right or interest or otherwise, in any aspect or feature of it, including but not limited to (if any) any in-game rewards, achievements, characters, Virtual Currency, levels and other content. You further acknowledge that any character data, game progress,

game customization and/or other data pertaining to your use of the COGNOSPHERE Services may cease to be available to you at any time without prior notice in the sole discretion of COGNOSPHERE.

- b. Any or all of the COGNOSPHERE Services (including trade secrets, database rights, copyright, patent, trademark and other intellectual property rights and interests thereof) are copyrighted and protected by any applicable laws (including but not limited to any applicable copyright laws and international treaties). To be specific, any materials that are part of the COGNOSPHERE Services (including but not limited to any content, websites, games, programs, tools, source codes, object codes, HTML, content, files, patches, updates, modifications, derivative works, printed or electronic documentation, instructions, design, Accounts, passwords, themes, concepts, stories, storylines, technology, architecture, logic, structure, sequence, organization, themes, symbols, instructions, design, text, data, sounds, photographs, audio clips, audiovisual, video, artwork, graphics, logos, names, button icons, images of vehicles, accessories, Virtual components, equipment, materials, selection and arrangement, titles, methods of operation, software, related documentation, and all other features contained in the COGNOSPHERE Services) are protected by applicable laws from unauthorized use.
- c. You agree that any or all of the COGNOSPHERE Services may not be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, or otherwise exploited without COGNOSPHERE express prior written permission. Any use of our copyrighted materials, including but not limited to derivative works, requires the express prior written consent of COGNOSPHERE. Please note any unauthorized reproduction or redistribution of the COGNOSPHERE Services shall be prohibited and may result in severe legal penalties.
- d. COGNOSPHERE remains the sole owner of rights, titles, and interests (including intellectual property rights, neighboring rights and other rights and interests) in and to the COGNOSPHERE Services. You acknowledge and agree that you do not have any right or interest as a result of using the COGNOSPHERE Services, except those explicitly granted to you under this Agreement.

5. In-Game Currency and Goods

- a. HoYoPlay and the COGNOSPHERE Services may include an opportunity for you to acquire virtual, in-game currency ("Virtual Currency"), including by purchasing a limited license to Virtual Currency for a fee. HoYoPlay and the COGNOSPHERE Services may also include the opportunity to acquire

virtual, in-game digital items ("Virtual Goods"), including by purchasing a limited license to the Virtual Goods that may be paid for with real money or Virtual Currency.

When you pay to obtain such Virtual Currency or Virtual Goods, you acknowledge and agree that you are obtaining or purchasing the right to have your License (as defined in Section 2 above) include such Virtual Currency and Virtual Goods. You further acknowledge and agree that neither Virtual Currency nor Virtual Goods have any monetary value whatsoever and shall not be redeemed for real money (fiat or otherwise) or any item with monetary value, and Virtual Currency and Virtual Goods are not provided for investment purposes.

b. Regardless of any reference COGNOSPHERE might make outside this Agreement to purchasing or selling Virtual Currency or Virtual Goods, you acknowledge and agree that both Virtual Currency and Virtual Good(s) are licensed, not sold, to you under this Agreement. Provided that you comply with this Agreement, COGNOSPHERE grants you a personal, non-exclusive, non-transferable, non-sublicensable limited right and license to access and use the Virtual Currency and Virtual Good(s), whether paid for or otherwise obtained, solely in connection with your use of the COGNOSPHERE Services. Except as permitted under this Agreement, you may not transfer, sell, gift, exchange, trade, lease, sublicense, rent or otherwise use Virtual Currency or Virtual Goods. Any access or use of Virtual Currency or Virtual Goods not specifically permitted by this Agreement is a violation of this Agreement and may result in a termination of your Account. Except for the limited license granted described above, COGNOSPHERE reserves and retains all other right, title, interest or otherwise, in and to the Virtual Goods and Virtual Currency.

c. COGNOSPHERE reserves the right to modify, manage, control or eliminate Virtual Currency and/or Virtual Goods in its sole discretion. You acknowledge and agree that COGNOSPHERE may engage in actions that may impact the perceived value or purchase price, if applicable, of Virtual Currency or Virtual Goods at any time, except as otherwise required by applicable laws.

d. When you provide payment information to COGNOSPHERE or its authorized processor, you represent that you are an authorized User of any payment method specified by you, and you authorize COGNOSPHERE to charge such payment method(s) for the full amount of the transaction. You acknowledge and agree that any payment for the right to have your License include Virtual Currency and/or Virtual Good(s) is non-refundable and non-transferable, except as otherwise required by applicable law or when our policy would otherwise permit. You further acknowledge and agree that you

are not entitled to a refund for any Virtual Currency, except as otherwise required by applicable law. Should you have any question regarding the refund policy, please contact our customer service.

e. You agree and acknowledge that due to the special nature of online game services, there are no transactions involving physical goods and the purchasing experience comes from the provision of a license to digital features within the online game services provided by the game manufacturer.

6. Protection of Personal Information

All the information collected from you is subject to local laws and COGNOSPHERE shall try its best efforts to protect your provided information. Please pay attention that this Agreement may be updated by us from time to time and your continued use of the COGNOSPHERE Services shall constitute your acceptance to the newly updated Agreement. Subject to any applicable laws and regulations, Users have the right to request modification or deletion of your personal information after passing our review process in a required proper manner. Please see COGNOSPHERE's Privacy Policy for more information regarding the collection and use of your information.

7. Indemnification

a. You agree to defend, indemnify, and hold COGNOSPHERE and/or its affiliates, employees, officers, managers, directors, agents, harmless from and against any claims, liabilities, losses, injuries, damages, costs, or expenses (including but not limited to attorney fees and other expenses) arising from or in connection with:

- i. your access or use of the COGNOSPHERE Services;
- ii. your breach or alleged breach of any terms, conditions, obligations, representations or warranties contained under this Agreement;
- iii. any materials, User Contributions, User Content or other information provided by you or on your behalf;
- iv. your violation of any applicable laws or third-parties' rights and interests; and/or

- v. your other illegal or inappropriate behavior.

8. Injunctive Relief

Without prejudice to any other rights or remedies that COGNOSPHERE may have, you acknowledge and agree that in the event of any threatened or actual breach of this Agreement, COGNOSPHERE shall, without proof of special damages, be entitled to an injunction or other equitable remedy in addition to any damages or remedies to which COGNOSPHERE may be entitled.

Insofar as permitted by applicable laws, you irrevocably waive all rights to injunctive or other equitable relief and further agree to claim only monetary damages from COGNOSPHERE.

9. Limitation of Liability

a. You agree that your use of the COGNOSPHERE Services shall be at your own risk. COGNOSPHERE provides HoYoPlay and COGNOSPHERE Game(s) and/or the COGNOSPHERE Services on an "as is" and "as available" basis. To the fullest extent permitted by applicable laws, COGNOSPHERE and/or its affiliates, employees, officers, managers, directors, agents, disclaim all warranties of any kind, including but not limited to any warranties of merchantability, error-free, non-infringement, or for a particular purpose, regardless of express or implied, regardless of in the aspect of tort, contract or otherwise, and regardless of whether COGNOSPHERE has been advised of the possibility of such liabilities.

b. COGNOSPHERE hereby disclaims all warranties, conditions, common law duties and representations, either express, implied, oral or written. COGNOSPHERE makes no warranties about the accuracy or completeness of the COGNOSPHERE Services. Also, COGNOSPHERE assumes no liability or responsibility for:

- i. any errors, mistakes, or inaccuracies of the COGNOSPHERE Services;
- ii. personal injury, property damage, lost profits, loss of data or any indirect, special, incidental, exemplary, consequential or punitive damages arising from your use of the COGNOSPHERE Services;
- iii. any interruption, suspension or termination of the COGNOSPHERE Services;

- iv. any bugs, viruses or similar links transmitted by third parties on or through the COGNOSPHERE Services;
- v. any programs intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any personal information of you; and/or
- vi. any damages arising from or in connection with unexpected circumstances or otherwise beyond our reasonable control.

c. In no event shall COGNOSPHERE be liable to you or third parties for any indirect, incidental, punitive, special, exemplary or consequential damages (including, without limitation, loss of business, revenue, profits, use, data, or other economic advantage), however it arises, whether for breach of contract or in tort, even if COGNOSPHERE has been advised of the likelihood of such damages occurring.

d. COGNOSPHERE has no control over third-party sites which you may have access, including those sites which are linked to our websites. Therefore, COGNOSPHERE is not responsible for the content or function of any other websites and disclaims any liability for any aspects of such third-party websites via your direct access or through our websites or software functionality. The applicable service terms and privacy policies of those third-party websites shall govern your use of such websites.

e. The maximum aggregate, cumulative liability of COGNOSPHERE and our members, officers, employees, directors, consultants, affiliates, will not exceed your direct damages, if any, up to the total amount paid by you to us during the three (3) months prior to your making a claim against COGNOSPHERE. These limitations and exclusions regarding damages apply even if any remedy provided by us fails to provide adequate compensation.

10. Limitation on Claims

To the maximum extent permitted by applicable laws, and any applicable statute of limitations, any claim arising from or in connection with this Agreement and/or the COGNOSPHERE Services, must commence within one year after you shall first become aware of or within one year after the claim or cause of action accrues (whichever is earlier). If it is not filed within that time, then the claim is permanently barred.

11. Modification

COGNOSPHERE reserves the right to amend, modify or revise this Agreement at any time in any way without prior notice and you agree to check periodically for new information and terms that govern your use of the COGNOSPHERE Services and you agree to be bound by all amendments, modifications and revisions. Your continued access to COGNOSPHERE Services will constitute your acceptance to the newly updated Agreement and any agreements or policies therein.

If at any point you do not agree to any portion of the current version of agreements or policies pertaining to your use of the COGNOSPHERE Services, your license under this Agreement shall immediately terminate and you may immediately stop accessing to the COGNOSPHERE Services.

12. Non-waiver

No failure or delay on the part of COGNOSPHERE in exercising any right, power or privilege hereunder shall operate as a waiver of it, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise of it or the exercise of any other right, power or privilege.

13. Notice

To the maximum extent permitted by applicable laws, COGNOSPHERE may send notices (including but not limited to various rules, notifications, prompts, or other information pertaining to the use of the COGNOSPHERE Services) to the Users through one or more of the following, including but not limited to notice or announcement within the COGNOSPHERE Game(s), page announcement on the COGNOSPHERE's websites, games, official channels, website tips, mobile phone messages, email, or other contact information you provided to COGNOSPHERE.

Once any notice is dispatched or sent in any way listed above by COGNOSPHERE, it shall be deemed to have been served to you and have a binding effect on you. If you do not agree to, please inform COGNOSPHERE in writing within 15 days as of the receipt of such notice. Otherwise, it shall be deemed that you have accepted and agreed to such notice.

14. Termination

Without limiting any other rights of COGNOSPHERE, this Agreement will terminate automatically without prior notice if you fail to comply with any term or condition of this Agreement or any agreements or policies referred herein. You may also terminate this Agreement by deleting the COGNOSPHERE Game(s) from all devices on which you've installed and immediately stop your use of the COGNOSPHERE Services. Upon any termination, you shall no longer exercise any of the rights granted to you and you must destroy all copies of the COGNOSPHERE Game(s) in your possession.

Despite the termination/expiration of this Agreement, your obligations accumulated prior to the termination/expiration shall still be fulfilled by you. Also, all the rights and interests of COGNOSPHERE and the authorization (if any) granted to COGNOSPHERE shall still remain in effect and survive the termination of this Agreement.

15. Severability

- a. If any provision of this Agreement is held to be void or declared illegal, invalid or unenforceable for any reason whatsoever, then you and COGNOSPHERE agree that such provision will be severed and the rest of the Agreement shall remain in effect and be construed as if any severed provision had not been included. Notwithstanding the foregoing, if the Class Action Waiver set forth in Section 16(d) and Section 16A(c) is found invalid, unenforceable, or illegal, you and COGNOSPHERE agree that it will not be severable; the entire Dispute Resolution provisions set forth in Sections 16 and 16A will be void and unenforceable and any dispute will be resolved in choice subject to the venue and choice of law clauses specified in this Agreement. In other words, under no circumstances shall arbitration be conducted on a class basis without the express prior written consent of COGNOSPHERE.
- b. You and COGNOSPHERE agree that except as provided above, if an arbitrator or court of competent jurisdiction decides that any part of this Agreement is invalid or unenforceable, the remaining terms of this Agreement will remain in full force and effect.

16. Governing Law & Dispute Resolution (Rest of World)

THIS SECTION APPLIES TO ALL CONSUMERS AND PERSONS WHO ACCEPTED THE TERMS OF THIS AGREEMENT, EXCLUDING CONSUMERS AND PERSONS WHO ARE RESIDENTS OF THE UNITED STATES OF AMERICA.

Please read this section carefully. It affects your rights, including your right to file a lawsuit in court.

- a. Governing Law. This Agreement shall be governed by and construed under the laws of Singapore excluding its conflict of law principles.
- b. Binding Individual Arbitration. You agree and acknowledge that any claims or legal actions between you and COGNOSPHERE shall be referred to Singapore International Arbitration Centre ("SIAC") for arbitration which shall be conducted in accordance with SIAC's arbitration rules. The arbitral award is final and binding upon both parties. If the above arbitration terms are not enforceable on any dispute, both parties agree that such dispute shall be brought in a court in Singapore. You hereby consent to and waive all defenses of lack of personal jurisdiction and/or forum non conveniens with respect to venue and jurisdiction, whether by arbitration or judicial judgment.

Notwithstanding the foregoing, each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights (an "Intellectual Property Action"), and each party reserves the right to bring an action in any court of competent jurisdiction to stop and/or seek compensation for the intentional or willful misuse or abuse (e.g. hacking or falsifying location) of their intellectual property.

- c. Informal Resolution. You agree that in the event of any dispute, COGNOSPHERE and you shall first attempt to resolve any such dispute informally for a period no less than thirty (30) calendar days before initiating arbitration proceedings. The informal dispute resolution process shall be deemed to have begun upon the receipt of written notice from one party to the other ("Written Notice of Dispute"). The Written Notice of Dispute must include the full name and contact information of the complainant, describe the nature and basis of the dispute, and set for the relief sought. The Written Notice of Dispute shall be sent to genshin_notice@hoyoverse.com.

In the event that any such dispute cannot be resolved informally, you agree that the dispute, including any question regarding the arbitrability

of the dispute, shall be finally and exclusively resolved by binding arbitration in accordance with subsection (b) of this Section 16 above.

d. Class Action Waiver. You agree that each party may only bring claims against the other solely in their individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding in any jurisdiction. Furthermore, if the parties' dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then this clause 16(d) shall be null and void.

16A. Dispute Resolution (United States of America)

THIS SECTION APPLIES TO ALL CONSUMERS AND PERSONS WHO ARE RESIDENTS OF THE UNITED STATES OF AMERICA.

Please read this section carefully. It affects your rights, including your right to file a lawsuit in court.

Arbitration is an alternative dispute-resolution procedure that allows us to resolve issues without the formality of going to court. By accepting this Agreement, including the Binding Individual Arbitration and Class Action Waiver provisions below, you agree that any dispute between you and COGNOSPHERE will be submitted to a neutral arbitrator for a binding decision, and you waive your right or opportunity to bring claims in court before a judge or jury, and/or to participate in or be represented in a case filed in court by others (including class actions or representative actions).

You have the right to opt-out of this Dispute Resolution provision, as explained below, which means you would retain your right to litigate your disputes in a court, either before a judge or a jury.

For the purposes of this Agreement, including this Dispute Resolution provision specifically, "Dispute" means any dispute, claim or controversy between you and COGNOSPHERE regarding any aspect of your relationship with COGNOSPHERE, including those arising out of this Agreement or otherwise based in contract, statute, regulation, ordinance, tort (including but not limited to fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory, and includes the validity, enforceability, and/or scope of this Disputes Resolution provision, except as it applies to the enforceability of the Class Action

Waiver set forth below. "Dispute" is to be given the broadest possible meaning that will be enforced.

a. Binding Individual Arbitration. If you live in the United States of America, you and COGNOSPHERE agree that, except as provided in subsection (e) below ("Opt-Out"), any and all Disputes, including their arbitrability, will be resolved exclusively and finally by binding arbitration rather than in a court, in accordance with this provision. You and COGNOSPHERE further agree that you are waiving your right to a trial by jury or to a trial before a judge in a public court. By accepting this Agreement, you acknowledge and agree that other rights you may have if you went to court, such as the right to appeal and the right to obtain certain types of discovery, may be more limited or may also be waived.

The arbitration shall be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules ("AAA Rules") and the governing law of the arbitration shall be governed by the laws of the State of your residence. Unless otherwise agreed, the arbitration shall be conducted in a confidential manner.

You or COGNOSPHERE may initiate arbitration in the federal judicial district that includes the address you provide in your Written Notice of Dispute (defined below).

Notwithstanding the foregoing, each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights (an "Intellectual Property Action"), and each party reserves the right to bring an action in any court of competent jurisdiction to stop and/or seek compensation for the intentional or willful misuse or abuse (e.g. hacking or falsifying location) of their intellectual property.

b. Informal Resolution. You agree that in the event of any Dispute, COGNOSPHERE and you shall first attempt to resolve any such Dispute informally for a period no less than thirty (30) calendar days before initiating arbitration proceedings. The informal Dispute resolution process shall be deemed to have begun upon the receipt of written notice from one party to the other ("Written Notice of Dispute"). The Written Notice of Dispute must include the full name and contact information of the complainant, describe the nature and basis of the Dispute, and set for the relief sought. The Written Notice of Dispute shall be sent to COGNOSPHERE PTE. LTD. 405 E Laburnum Ave, Ste 3 PMB 109, Richmond, VA 23222.

In the event that any such Dispute cannot be resolved informally, you agree that the Dispute, including any question regarding the arbitrability of the Dispute, shall be finally and exclusively resolved by binding arbitration in accordance with subsection (a) of Section 16A above.

c. Class Action Waiver. You agree that each party may only bring claims against the other solely in their individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding in any jurisdiction. Further, if the parties' Dispute is resolved through arbitration, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, including but not limited to a class action, consolidated action, or private attorney general action, unless both COGNOSPHERE and you specifically agree in writing to do so following initiation of the arbitration. All claims and Disputes within the scope of this individual arbitration agreement must be arbitrated or litigated on an individual class basis. Claims of more than one customer or User cannot be arbitrated or litigated jointly or consolidated with those of any other customer or User. Notwithstanding any other provision of this Agreement, this Dispute Resolution provision, or the AAA Rules, Disputes regarding the interpretation, applicability, or enforceability of this waiver may be resolved only by a court and not by an arbitrator. This specific provision is found to be unenforceable, then the entirety of this Dispute Resolution Provision contained in Section 16A shall be null and void.

d. Right to Waive. Any rights and limitations set forth in this Dispute Resolution provision may be waived by the party against whom the claim is asserted. Such waiver will not waive or affect any other portion of this Agreement.

e. Exclusions from Arbitration/Right to Opt-out. Notwithstanding the above, you and COGNOSPHERE may opt out of the arbitration procedures described above. If you do so, neither you nor COGNOSPHERE can force the other to arbitrate.

You or COGNOSPHERE may opt out of these arbitration procedures and pursue a Dispute in court and not by arbitration if (i) the Dispute qualifies, it may be initiated in small claims court; or (ii) YOU PROVIDE COGNOSPHERE WRITTEN NOTICE OF YOUR DESIRE TO OPT OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST CONSENT TO THIS AGREEMENT (the "Arbitration Opt-Out Notice"). The Arbitration Opt-Out Notice must include your name and address, your in-game username and the email address you used to set up your in-game account (if you have one), and an unequivocal statement that you wish not to resolve Disputes with

COGNOSPHERE through arbitration. You must mail your opt-out notice to COGNOSPHERE PTE. LTD. 405 E Laburnum Ave, Ste 3 PMB 109, Richmond, VA 23222. If you do not provide COGNOSPHERE with an Arbitration Opt-Out Notice within 30 days from the date that you first consent to this Agreement, you will be deemed to have knowingly and intentionally waived your right to litigate any Dispute except as expressly set forth in clauses (i) and (ii) above.

f. Continuation. This Dispute Resolution provision shall survive the termination of your Account (if applicable), and/or your access to or use of the COGNOSPHERE Services, and/or your relationship with COGNOSPHERE.

16B. Governing Law (United States of America)

THIS SECTION APPLIES TO ALL CONSUMERS AND PERSONS WHO ARE RESIDENTS OF THE UNITED STATES OF AMERICA. Please read this section carefully.

If you live in the United States of America, you and COGNOSPHERE each agree that this Agreement including but not limited to any Dispute, controversy, difference, or claim arising out of or relating to this Agreement or COGNOSPHERE Services, including the existence, validity, interpretation, performance, breach or termination thereof or any Dispute regarding non-contractual obligations arising out of or relating to this Agreement or COGNOSPHERE Services shall be governed by and construed under the laws of the United States of America, excluding its conflict of law principles.

17. No Assignment

You may not assign, transfer, charge, or sub-contract all or any of your rights or obligations under this Agreement, whether by operation of law or otherwise, without the express prior written consent of COGNOSPHERE. Otherwise, COGNOSPHERE may, in its sole discretion, terminate providing any services to you without prior notice. If the restrictions on transfer are not enforceable under the law of your country or residence, then this Agreement will be binding on you and any of your recipient. Notwithstanding the foregoing, COGNOSPHERE shall be entitled to at any time assign, transfer, charge, or sub-contract all or any of its rights or obligations under this Agreement.

18. General

- a. This Agreement contains the entire contract of the parties regarding the subject matter of this Agreement and supersedes any prior written or oral agreements (if any) between you and COGNOSPHERE.
- b. References to "include," "includes," and "including" shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively.
- c. Affiliate in this Agreement shall mean an entity that directly or indirectly controls, or is controlled by or is under common control with COGNOSPHERE PTE. LTD. hereto.
- d. COGNOSPHERE **may** translate this Agreement into other languages. If there is any difference between the English version and other language versions, then the English version, subject to applicable laws and regulations, shall prevail.
- e. In addition to any other limitations which may be set forth herein, COGNOSPHERE may not be responsible for any delay or failure to perform resulting from causes outside the reasonable control of COGNOSPHERE, such as acts by governmental authorities, force majeure, or other events outside of the reasonable control of COGNOSPHERE.
- f. You agree that COGNOSPHERE expressly reserves the right, at any time for any reason without prior notice and without any form of compensation, to suspend or deny anyone using or accessing the COGNOSPHERE Game(s) and/or the COGNOSPHERE Services; to cease providing any services; and/or to change, add any portion of the COGNOSPHERE Services.
- g. You represent that you are entering into this Agreement on a completely voluntary basis and you expect no compensation other than what is expressly granted under this Agreement.
- h. All attachments attached hereto to this Agreement shall be incorporated into and forms part of this Agreement and correctly states the rights and obligations of each party as of the Effective Date.
- i. In case of any inconsistency between this Agreement and local laws of your country or residence, local laws shall prevail and govern.