

Last Updated: September 12, 2023

## **Creator Platform License Agreement**

In addition to Rockstar's [Terms of Service](#) (the "**Rockstar TOS**") and [End User License Agreement](#) (the "**Rockstar EULA**"), the following additional terms of this Creator Platform License Agreement (the "**Creator PLA**") apply to your use of the Creator Services (defined below).

Together, the Rockstar TOS, the Rockstar EULA, and the Creator PLA form a legally binding agreement ("**Agreement**") between you and Rockstar Games, Inc.; its parent Take-Two Interactive Software, Inc.; subsidiaries; and affiliates (the "**Company**," "**we**," "**us**," and "**our**"). It is important you carefully read and understand each of these documents before using the Creator Services. If you don't agree with the Rockstar TOS, the Rockstar EULA, and the Creator PLA, you may not access or use any of the Creator Services described below.

In addition to the Agreement, we also publish a [Privacy Policy](#). We recommend you read it to better understand how we collect and use any personal information.

Capitalized terms not defined in the Creator PLA have the same definition as in the Rockstar TOS and/or Rockstar EULA. In the event of an actual conflict between the Creator PLA and the Rockstar TOS or Rockstar EULA related to the Creator Services, the Creator PLA will govern.

### **1. Our Services.**

1.1. **Creator Services.** Subject to your full compliance with the Agreement, the Company may offer to provide certain software, products, services, and/or websites that enable access to, and the creation, distribution, and operation of, customized or modified versions of certain of our games and game assets, including the software platforms commonly known as "FiveM" and "RedM" (collectively, the "**Creator Services**"). The Creator Services include Operator Services and Player Services, defined below. For more information about the Creator Services, please visit Rockstar's websites including [www.fivem.net](http://www.fivem.net) and [www.redm.net](http://www.redm.net) (the "**Website**").

1.2. "**Operator Services**" include software, products, services, and/or websites that the Company may offer that enable the creation and operation of an online server that operates a customized or modified version of one of the Company's multiplayer game modes, including any Server Content (defined below) ("**Custom Server**"). A user who operates, or assists in the operation or administration of a Custom Server is a "**Server Admin**."

1.3. "**Player Services**" include software, products, services, and/or websites that the Company may offer that enable users to search for, access, communicate through, interact with, or share Player Content (defined below) via, a Custom Server.

### **2. Availability & Eligibility.**

2.1. **Covered Games.** To use the Creator Services, you must hold valid entitlement to, or purchase a valid retail copy of, one of the Company's games that are authorized for use with the Creator Services (a "**Covered Game**"). You may be required to create a User Account and to update the Covered Games to access the Creator Services, which may automatically be downloaded onto your device ("**Update**"). The

Company is not required to provide you with a copy of a Covered Game or to document changes in any Update.

2.2. **Creator Policy.** In addition to agreeing to comply with this Creator PLA and all other terms of the Agreement, your right to access and use the Creator Services is conditioned on compliance with relevant policies that we may provide to you from time to time, including our [Code of Conduct](#), the [Rockstar PC Single-Player Mods Policy](#), and the [Rockstar Roleplay Server Policy](#) (together the “**Creator Policy**”).

2.3. **Termination.** The Company expressly reserves the right to terminate your access to the Creator Services, including your Custom Server, and all rights granted under this Creator PLA on thirty (30) days’ notice for any reason in our sole discretion. We reserve the right to immediately terminate such access without notice if you breach the terms of the Agreement, including (without limitation) by engaging in fraud, illegal acts, violating our Creator Policy or Code of Conduct, or engaging in intellectual property infringement. No warranty or guarantee is provided with regard to the availability, access to, and/or use of the Creator Services. The Creator Services may be terminated, altered, made unfit for your purpose or otherwise modified without prior notice by the Company.

3. **Subscription.** Beyond the initial purchase cost of a Covered Game, certain features, benefits, or access to Player Content of the Creator Services may be offered on a subscription basis with automatic, recurring payments at the start of each billing period (“**Subscription**”). We reserve the right to modify the terms on which such features are offered for purchase at any time on thirty (30) days’ notice.

3.1. **Purchase & Benefits.** Subscriptions can be purchased from the service providers (each, a “**Store**”) described on our Website. To use a Subscription, you must have (1) a valid copy of a Covered Game; (2) a valid Store account with a current, valid, and accepted method of payment registered to that Store account; and (3) an internet connection. The Store will bill the applicable Subscription fee (and any applicable taxes) (“**Fee**”) to your chosen method of payment on each Subscription renewal date. Your purchase of a Subscription is subject to any applicable terms or conditions imposed by the Store (“**Store Terms**”), all of which are incorporated here by reference. After purchase, your Subscription(s) will activate, and you will receive access to the benefits associated with the Subscription listed at the time of your enrollment. For information on pricing and benefits, see our Website.

3.2. **Automatic Renewal & Cancellation.** Your Subscription will automatically renew at the end of each billing period. The Store will charge your payment method for the then-current Fee unless you cancel your Subscription through the applicable Store before your current billing period ends. You may cancel a Subscription at any time, which will prevent auto-renewal and terminate the Subscription at the end of your current billing period. If you cancel, you will continue to receive benefits until the Subscription terminates at the end of your then-current billing period. Please see the Store Terms for applicable refund policies, if any. Information about canceling a Subscription can be found on our Website.

3.3. **Changes to Subscriptions.** The terms of any Subscription and the benefits included in such Subscription may change from time to time. Benefits changes may include altering or removing previously claimed benefits. The Company may also retire a Subscription at any time on no less than thirty (30) days’ notice. Any such changes will be updated on the Store’s Subscription product page, and you may receive email notice from the Company and/or the Store about any such changes before they occur. **Please read any notification of changes carefully. If you do not cancel your Subscription after**

receiving notice of a change to the terms of the Subscription – including the amount of the Fee—or the benefits included in the Subscription, then you will be deemed to have accepted those changes. Changes will go into effect upon auto-renewal of your Subscription or the date on which you otherwise explicitly accept any such changes, if earlier.

#### 4. Limited License to Creator Services.

4.1. **Grant.** The rights granted in this Section are conditioned on your acceptance of, and compliance with, this Creator PLA and all other terms of the Agreement, including the Creator Policy and the restrictions and reservations in this Section 4. Subject to the foregoing, the Company grants you a limited, personal, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Creator Services on compatible devices that you own or control.

4.2. **Restrictions.** Nothing in this Section 4 permits the use of the Creator Services, Covered Games or the elements thereof in any manner that: (1) violates the rights of any third party, any applicable law, rule, regulation, or the Agreement; (2) constitutes use as a brand, logo, or source identifier for goods or services in commerce; (3) violates the terms of Section 5 of this Creator PLA; or (4) relates to the development, training, enhancement, or provision of source material for any tool or computer program that uses algorithms or technology commonly known as artificial intelligence or machine learning to create or generate content including, without limitation, software code, written text, still or moving images, musical works, human voice emulation, audio material, or other audiovisual creative works based on text, image, sound prompts, or other inputs. Nothing in this Creator PLA grants you any right to use, reproduce, copy, adapt, edit, modify, distribute, perform, display, publish, broadcast, transmit, translate, create derivative works based on, or otherwise exploit the Covered Games other than as we expressly permit via the Creator Services. Nothing in this Section 4 permits you to reverse engineer, decompile, derive source code from, modify, adapt, translate, disassemble, or make derivative works based on the Creator Services.

4.3. **No Sponsorship or Endorsement.** The Company operates the only “official” versions of the Covered Games’ multiplayer modes; while the creation and operation of Custom Servers is authorized subject to the terms of this Creator PLA, the Company does not approve, sponsor, or endorse any individual Custom Server. If you use the Operator Services, including to act as Server Admin for any Custom Server, you agree you will not use any elements of the Covered Games or the Company’s logos, trademarks, or other intellectual property in any manner that suggests that a Custom Server is approved, sponsored, or endorsed by the Company. Without limiting the foregoing, you may not use such elements or intellectual property as part of the name or branding associated with a Custom Server. All websites, product listings, storefronts, or other user-facing information related to a Custom Server must (1) clearly and conspicuously identify and provide a valid email contact for the individual(s) or entity that operates such Custom Server; and (2) include a clear and conspicuous disclaimer substantially similar to: “[CUSTOM SERVER NAME] IS NOT APPROVED, SPONSORED, OR ENDORSED BY ROCKSTAR GAMES.”

4.4. **Commercial Exploitation.** You may not commercially exploit your use of the rights granted under the license, UGC, or any Custom Server through any of the following methods: (1) the sale of “loot boxes” or similar mechanics for real-world currency, cryptocurrency, or in-game currency; (2) the sale of in-game virtual currencies for real-world currency or cryptocurrency; (3) the operation of a Custom Server by, on behalf of, or in commercial association with, a third-party brand; (4) generating revenue through third-party endorsements, sponsorships, or the integration of third-party promotions or

advertisements within a Custom Server; (5) facilitating the use, sale, or promotion of cryptocurrencies or crypto assets (e.g. “NFTs”). The foregoing list is not exhaustive ; we reserve the right to modify or amend this list at any time, and to suspend or prohibit any commercial exploitation of the Creator Services, UGC, or any Custom Server for any reason in our sole discretion. Nothing in this Creator PLA grants you the right to promote or imply that Your UGC (defined below) or Custom Server is “official,” or in any way sponsored or endorsed by the Company.

4.5. **Reservation of Rights.** All rights not expressly granted in this Section 4 are reserved to the Company. Nothing in this Creator PLA grants you any rights in or to our (or any other) trademarks, trade names, or trade dress, all of which are expressly reserved to the Company. Any trademark rights in any elements created under this license that you purport to acquire, together with associated goodwill, shall automatically, immediately, and at your expense be assigned to us. You acknowledge and agree that, as between you and the Company, we own all copyrights, interest, and title to the Covered Games, the elements thereof, and any derivative works based thereon including, without limitation, Server Content and Player Content (each defined below) except to the extent you hold any separate intellectual property rights under applicable law in Server Content or Player Content that you create.

5. **User Generated Content.** “UGC” includes Server Content and Player Content, defined below.

5.1. **“Server Content”** includes all materials, including without limitation new or modified assets, scripts, or other elements of the Covered Games, that the Company may enable you to create, upload, or distribute via the Operator Services, including but not limited to: text; files, animations, photos, or documents, software, code, or scripts, images, video, audio, audio-visual, or any other digital works; screenshots, audio-visual recording of, or livestream, broadcast or other public display or distribution of audio-visual content from, your Custom Server; and any feedback or suggestions regarding the Operator Service.

5.2. **“Player Content”** includes all materials or communications that the Company may enable you to create, upload, or distribute via the Player Services including, but not limited to your text, audio, or audio-visual communications via the Creator Services; any image, screenshot, or audio-visual recording of, or livestream, broadcast, or other public display or distribution of audio-visual content from, your use of the Player Services; and any feedback or suggestions regarding the Player Service.

5.3. **Rights to UGC.** You retain whatever rights, if any, you may have under applicable law in the Server Content or Player Content that you create, upload, or distribute via the Creator Services (“**Your UGC**”). If you do hold any such rights to Your UGC, including any copyright or other intellectual property interest, then, in exchange for the rights licensed to you in this Creator PLA, you hereby grant us an irrevocable, worldwide, royalty-free, non-exclusive and sublicensable right to use, reproduce, copy, adapt, edit, modify, distribute, perform, display, publish, broadcast, transmit, translate, create derivative works based on, or otherwise exploit such content within or via the Creator Services or Online Services for any purposes related to the Creator Services or Online Services for the full duration of the intellectual property rights pertaining to Your UGC (including all revivals, reversions, and extensions of those rights). Without limiting the foregoing, the rights licensed to Company explicitly include the right to allow other users to use Your UGC as part of our operation of the Creator Service or the Online Services. By creating, uploading, or distributing UGC via the Creator Services, you are hereby confirming to us that you own the sole unencumbered right in and to such UGC and that the rights granted to us in this Section 5, and our exploitation of those rights, will not violate or infringe the rights of any third parties.

5.4. **Responsibility for Your UGC.** You remain solely responsible for Your UGC. You agree that Your UGC will comply with the terms of this Creator PLA and the Creator Policy. You agree that Your UGC will not: (1) violate the rights of any third party, any applicable law, rule, regulation, or the Agreement; (2) violate the Company's or any third-party's intellectual property rights, including copyrights or trademarks, or otherwise commercially exploit such rights without authorization; (3) restrict or inhibit any other user from using or enjoying the Creator Services or Online Services as intended including, without limitation, by containing a virus, worm, timebomb, trojan horse, or other harmful, disruptive, or deleterious component. You are responsible and liable to the Company with respect to any claim based on your use of the Creator Services or Your UGC. If Your UGC or use of the Creator Services breaches any of the terms of this Creator PLA or the Agreement, or violates the Creator Policy, we reserve the right to take adverse action against you including, without limitation: suspending your access to some or all of the Creator Services, Online Services, or your User Account; terminating your access to the Creator Services, Online Services, or closing your User Account in accordance with the termination provisions of the Agreement; barring you from creating a User Account or accessing the Creator Services or Online Services in the future; or taking appropriate legal action to enforce the Agreement or our other rights under applicable law.

5.5. **Responsibility for Server Content.** If you use the Operator Services, including to act as Server Admin for any Custom Server, you are responsible for: (1) any Server Content that you or others create, upload, or distribute through such Custom Server; and (2) ensuring such Custom Server complies with the Creator PLA and the Agreement. If your use of the Operator Services or action as a Server Admin result in the breach of any of the terms of this Creator PLA or the Agreement, we reserve the right to take adverse action against you including, without limitation: suspending or terminating access to the Creator Services for any Custom Server related to your breach; suspending your access to some or all of the Creator Services, Online Services, or your User Account; terminating your access to the Creator Services, Online Services, or closing your User Account in accordance with the termination provisions of the Agreement; barring you from creating a User Account or accessing the Creator Services or Online Services in the future; or taking appropriate legal action to enforce the Agreement or our other rights under applicable law. We reserve the right to access, and to require access to, any Custom Server for the purpose of ensuring the operation, integrity, and security of the Creator Service, including without limitation compliance with the terms of the Creator PLA, the Agreement, and the Creator Policy.

5.6. **Limitation on Musical Works and Modification of Voiceover Performances.** You agree that you will not use the Creator Services to create, upload, or distribute any musical work or sample thereof that is subject to license by a third party including, without limitation, any performing rights organization such as the American Society of Composers, Authors and Publishers (ASCAP), Broadcast Music, Inc. (BMI), SESAC or any similar international organization responsible for the licensing of public performance of musical sound recordings and/or compositions. For clarity, from time to time the Company may incorporate third-party musical works into a Covered Game, but nothing in this Creator PLA gives you the right to publicly perform, copy, distribute, sample, remix, or otherwise modify or exploit such musical works as part of your use of the Creator Services. You agree that you will not use the Creator Services to create, upload, or distribute any Server Content or Player Content that includes modifications or alterations to any voice recording, voiceover performance, or element thereof contained in a Covered Game.

5.7. **Content Moderation.** The Company has no obligation to host, maintain, or support any of Your UGC. You acknowledge and agree that the Company has not reviewed UGC that may be available on any Custom Server or via the Creator Services, nor does it confirm the accuracy, validity, or originality of

the UGC created, uploaded, or distributed via the Creator Services. The Company is not obligated to actively monitor UGC, nor is the Company responsible for such content. The Company does not vouch for or warrant the validity, accuracy, completeness, security, quality, or compatibility of any UGC. UGC does not represent the views of the Company, its officers, directors, employees, agents, contractors, or any other person or property associated with the Company. The Company is not responsible for actions taken by any user of the Creator Services that impacts you or your use of the Creator Services. We reserve the right, but we are not obligated, to modify, take-down, suppress, block, hide, remove, or delete any or all UGC at our discretion, and to report any illegal UGC and related user information to the appropriate authorities.

5.8. **Authorized & Unauthorized Services.** The Company may identify certain third-party service providers (including without limitation e-commerce, payment processor, server hosting, mod or asset marketplace, or gameplay video distribution platforms) as being either authorized or exclusive service providers for the Creator Service (“**Authorized Service Provider**”), or unauthorized service providers (“**Unauthorized Service Provider**”). The Company reserves the right to require you to use an Authorized Service Provider in connection with specific aspects of the Creator Service, and to prohibit your use of any Unauthorized Service Provider. The list of Authorized and Unauthorized Service Providers is subject to change at any time, for any reason, in our sole discretion. Unless otherwise specified, any such changes to the list of Authorized and Unauthorized Service Providers will become effective thirty (30) days after being posted. For more information about Authorized and Unauthorized Services Providers, please see our [Website](#).

## 6. **Content Reporting; DMCA.**

6.1. **Content Reporting.** Please see the [Rockstar TOS](#) or visit our Website for more information about how to report UGC that violates our Code of Conduct or this Creator PLA. By submitting any such report, you are confirming to us that you have a good faith belief that your allegations and the information you provide regarding such UGC are accurate and complete.

6.2. **DMCA — Notice of Copyright Infringement.** We respond to notices of copyright infringement submitted under the Digital Millennium Copyright Act, 17 U.S.C. § 512 (“**DMCA**”). Please see the [Rockstar TOS](#) for details on how to report a notice of alleged infringement to our designated agent.

6.3. **Repeat Infringer Policy.** Repeated violation of the Creator PLA by infringing our intellectual property rights or the rights of third-parties is subject to the repeat infringer policy set out in the Rockstar TOS.

## 7. **Third-Party Interactions.**

7.1. **Additional Terms.** If you use the Player Services, your use of UGC or a Custom Server may be conditioned on your acceptance of additional terms offered by the creator of such UGC or Server Admin of such Custom Server, but any such terms do not override or modify your obligation to comply with this Creator PLA or the Agreement as a whole. The Company is not responsible for, nor a party to, any agreements or interactions between you and any third party. The Company has no responsibility or liability arising out of or relating to any such third-party terms or for any damages you may suffer as a result of your interactions with such third parties or their UGC or Custom Server.

7.2. **Services.** From time to time, the Company may feature or promote a third-party service through the Creator Services (“**Promoted Service**”). The Company is not responsible for, nor a party to,

any agreement or interaction between you and any Authorized Service Provider or Promoted Service provider. This means that: (1) if an Authorized Service Provider or Promoted Service provider offers you goods or services, or conditions your access to such goods or services on additional terms and conditions, you understand and agree that the Company has no responsibility or liability arising out of or relating to any such offer or terms; and (2) if you decide to purchase from or engage in a transaction with the Authorized Service Provider or Promoted Service provider, the Company is not a party to such purchase or transaction, nor will we be liable for any damages you may suffer as a result of your purchase, transaction, or any other interaction with such Authorized Service Provider or Promoted Service provider.

## 8. **Assumption of Risk; Warranty Disclaimer and Limitation of Liability.**

8.1. **Access at Your Own Risk.** You understand that by using the Creator Services, you may access or interact with software, products, services, websites, and other content created by third parties (“**Third-Party Content**”). To the fullest extent allowed by applicable law, your use of the Creator Services, including UGC or Custom Servers, or any Third-Party Content is at your own risk and the Company is not responsible for any loss, damage, or unsatisfactory performance related to such use. You acknowledge that the Company has no responsibility to monitor or review Third-Party Content, and that we are not required to and do not exercise control or judgment over such content.

8.2. **Maintenance and Availability.** The availability or operation of any UGC, Custom Server, or Third-Party Content may rely on software, programs, networks, updates, systems, APIs, protocols, code dependencies, services, or other elements created and operated by third parties. The Company does not maintain, control, or assume any obligation with respect to the maintenance or availability of any UGC, Custom Server, or Third-Party Content. To the extent that we provide links or access to Third-Party Content, sites, Custom Servers, UGC, or other resources, we do so only as a convenience.

8.3. **Service Updates; Enforcement.** You acknowledge that UGC, Custom Servers, and Third-Party Content may cease functioning at any time for any reason, including without limitation, due to Updates, changes to the Covered Games, changes to the Creator Services, and/or unforeseen changes by the creators of such UGC, Server Admins of such Custom Servers, or the developers or publishers of Third-Party Content. The Company reserves the right to take adverse action including deletion or termination of UGC or Custom Servers in our sole discretion under the termination provision of this Creator PLA or related to a breach of the Agreement, in which case you acknowledge that such UGC or Custom Server will cease functioning temporarily or permanently. You acknowledge that the Company is not liable or responsible to you for any perceived loss or damages that arise from the actions described in this Section including, without limitation, any obligation to refund money you may have spent related to such UGC, Custom Server, or Third-Party Content.

8.4. **Warranty Disclaimers; Limitation of Liability.** Your use of the Creator Services is subject to the warranty disclaimers and limitation of liability in the [Rockstar EULA](#).

WITHOUT LIMITING THE FOREGOING, YOU ACKNOWLEDGE AND AGREE THAT THIS CREATOR PLA DOES NOT REPRESENT A COMPLETE STATEMENT OF ALL RISK FACTORS ASSOCIATED WITH YOUR USE OF THE CREATOR SERVICES. YOU UNDERSTAND AND ACCEPT THESE AND ALL ASSOCIATED RISKS AND RESPONSIBILITIES AND AGREE THAT, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, YOUR USE OF THE CREATOR SERVICES, INCLUDING CREATION, UPLOADING, OR DISTRIBUTION OF UGC AND ACCESS TO OR OPERATION OF A CUSTOM SERVER AND/OR PARTICIPATION IN ANY OF THE FOREGOING IS AT

YOUR OWN RISK. YOU AGREE THAT THE COMPANY SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH ANY OF THESE RISKS.

**9. Miscellaneous.** The Company may modify the terms of this Creator PLA, including the rights granted hereunder, at any time. By continuing to use the Creator Services or by actively accepting the modifications, you agree to accept the changes. If you do not agree to such modifications, you must cease access to and use of the Services immediately. The Company has no obligation to resolve, or support the resolution of, any dispute that may arise among individual users of the Creator Services, including without limitation between any user of a Custom Server and the relevant Server Admins thereof.