

Terms of use for Enshrouded

Status: 29.06.2026

1 Scope of Application and Subject Matter of the Agreement

- 1.1 Keen Games GmbH, Dreieichstr. 59, 60594 Frankfurt am Main ("**Keen**") operates the game Enshrouded ("Enshrouded"), which it offers to you for use subject to these Terms of Use for Enshrouded, including the accompanying appendices ("Terms of Use"). Within Enshrouded, you are free to move around an open world, explore it, build on it, engage in combat and much more.
- 1.2 The subject of this contract is the use of Enshrouded by you. You may purchase Enshrouded via various platforms (collectively referred to as the 'Platform'). With respect to the purchase of Enshrouded, the respective Platform shall be the sole contractual partner. With respect to the use of Enshrouded, the respective terms and conditions of the Platform shall take precedence. This applies in particular in the event of any conflict between the respective terms and conditions of the platform and these Terms of Use. These Terms of Use apply in addition. Depending on the platform through which you purchase Enshrouded, Appendix 1 (Platform-Specific Terms) to these Terms of Use may set out additional platform-specific terms for the use of Enshrouded. In the event of any conflict between these Terms of Use and the platform-specific terms in Appendix 1, the relevant platform-specific terms in Appendix 1 shall take precedence over these Terms of Use. Additional terms of use may also apply to freely available game features of Enshrouded.
- 1.3 If you voluntarily decide to purchase certain features, virtual items or rights ("**In-game Items**") as part of Enshrouded, you will incur costs beyond the purchase price of Enshrouded. In-game items can only be used for Enshrouded and only for the user account through which the respective payment transaction was made.
- 1.4 In order to use Enshrouded, you may have to give your consent to the processing of your personal data. Keen will separately request you to provide these consent declarations, insofar as they are legally required, and will inform you about the scope of these declarations.
- 1.5 The connection to the Internet, the maintenance of the network connection as well as the procurement and provision of the hardware and software required for the purchase and use of Enshrouded is not subject to these Terms of Use. In order to be able to use Enshrouded, you must therefore be responsible for providing Internet access and all technical equipment required for this purpose, and you must pay any fees incurred in this connection yourself.
- 1.6 Source codes, development materials and open-source software used for Enshrouded are not subject to this contract.
- 1.7 Keen does not store this contract text after the conclusion of the contract. You can access the Terms of Use at any time at enshrouded.com/eula.

2 Conclusion of contract

You can only acquire the rights to use Enshrouded necessary for purchase and play via a platform. For this purpose, you must register on the respective platform. The respective platform will be your contractual partner for the registration, the acquisition of the rights of use of Enshrouded and of in-game items for Enshrouded. The conclusion of the contract for the registration, the purchase of Enshrouded and of in-game items therefore takes place according to the contract conditions of the respective platform.

This contract for the use of Enshrouded is concluded when you actively agree to these Terms of Use via the designated consent mechanism, for example, by clicking the relevant button, and Keen subsequently grants you access to Enshrouded. The granting of this access also confirms the conclusion of the contract. You may cancel the process at any time before giving your consent. The

specific details of the consent process depend on the platform via which you acquire and use Enshrouded.

3 Your obligations

- 3.1 The use of Enshrouded is subject to the terms and conditions of the Platform through which you acquired Enshrouded. In addition, the provisions of this clause 3 shall apply to the extent that they do not conflict with the terms and conditions of the Platform. In the event of such a conflict, the terms and conditions of the Platform shall prevail.
- 3.2 You are obliged to use Enshrouded in accordance with these Terms of Use and in accordance with the respective purpose. You are obligated not to hinder or harass other users of Enshrouded, not to use Enshrouded for purposes other than those for which it is intended, and not to use Enshrouded in a way that disrupts or overloads the technical process.
- 3.3 In particular, the following is prohibited:
 - a) Use of measures, mechanisms or software that may disrupt the functioning and gameplay of Enshrouded;
 - b) Actions that could cause an unreasonable or excessive load on the technical capacities;
 - c) Blocking, overwriting or modifying the content generated by Keen or otherwise interfering with the gameplay in a disruptive manner;
 - d) Use of bots or other tools;
 - e) Use of scripts and programs that give you an advantage over other players;
 - f) Creating or using cheats, mods, hacks and/or software that alters the game experience;
 - g) Buying, selling or exchanging virtual goods and in-game items for real means of payment from third parties or attempting these actions, unless this is permitted in individual cases.
- 3.4 This also includes all actions that are equivalent in their effect to the aforementioned prohibitions.
- 3.5 If you discover a programming error that could potentially be exploited to the detriment of other users or Keen, please report it to Keen immediately.

4 Granting of rights

- 4.1 For the granting of rights to Enshrouded, the terms and conditions of the platform through which you acquired Enshrouded apply. In addition, the provisions of this clause 4 shall apply to the extent that they do not conflict with the terms and conditions of the Platform. In the event of such a conflict, the terms and conditions of the Platform shall prevail.
- 4.2 Keen grants you a non-exclusive (**non-exclusive**), non-transferable, non-sublicensable, geographically unrestricted right, limited to the term of this Agreement, to use Enshrouded for private purposes in accordance with these Terms of Use and to store and display Enshrouded to the extent necessary for the intended and contractual use. All rights not expressly granted, in particular the rights to edit, distribute, make publicly available and/or otherwise exploit Enshrouded, are reserved. To the extent that Keen provides new releases, patches, upgrades, updates and corrections of Enshrouded during the term of this Agreement, the foregoing right of use shall apply to them in the same manner.
- 4.3 Components of Enshrouded that are recognizably subject to the rights of third parties and in particular open-source licenses are excluded from the granting of rights. In particular, components that are disclosed by Keen within Enshrouded as third-party content are considered to be recognizable.

- 4.4 You may not decompile or otherwise reverse engineer Enshrouded or attempt to discover its source code. The only exceptions to this are actions necessary to obtain interface information required to establish interoperability with third party software. The prerequisite for this is that you have previously unsuccessfully attempted to obtain such information from Keen for a reasonable fee. Interface information obtained in this way may only be used for the purpose of establishing interoperability, may not be published, and may only be made available to third parties to the extent necessary to establish interoperability.

5 Liability

Primarily the respective platform is liable. Insofar as a direct liability of Keen exists, Keen shall be conclusively liable within the scope of these Terms of Use in accordance with the following provisions.

- 5.1 Keen shall be liable without limitation for intent and gross negligence as well as for damages resulting from injury to life, body or health.
- 5.2 In cases of slight negligence, Keen shall be liable in case of breach of a material contractual obligation. An essential contractual obligation in the sense of this clause is an obligation the fulfillment of which makes the execution of the contract possible in the first place and on the fulfillment of which the contractual partner may therefore regularly rely.
- 5.3 The liability according to clause 5.2 is limited to the damage foreseeable at the time of the conclusion of the contract, the occurrence of which must typically be expected.
- 5.4 The liability for damages due to loss of data are limited in the case of clause 5.2 to the amount of the recovery of the data, which would have been incurred even if you had backed up the data regularly and in accordance with the risk.
- 5.5 The limitations of liability shall apply accordingly in favor of Keen's employees, agents and vicarious agents.
- 5.6 Any liability of Keen for guarantees given (which must be expressly designated as such) and for claims based on the Product Liability Act shall remain unaffected.
- 5.7 Any further liability of Keen is excluded.

6 Term; Termination

- 6.1 The use of Enshrouded is governed by the terms and conditions of the Platform through which you acquired Enshrouded. In addition, the provisions of this clause 6 shall apply to the extent that they do not conflict with the terms and conditions of the Platform. In the event of such a conflict, the terms and conditions of the Platform shall prevail.
- 6.2 Keen may terminate the contract with two weeks' notice.
- 6.3 If the contract between You and the Platform for the provision of Enshrouded ends for any reason whatsoever, this contract between You and Keen shall also end.
- 6.4 The statutory right to extraordinary termination without notices for cause remains unaffected.

7 Changes to Enshrouded

- 7.1 The use of Enshrouded is governed by the terms and conditions of the Platform through which you acquired Enshrouded. In addition, the provisions of this clause 7 shall apply to the extent that they do not conflict with the terms of the Platform. In the event of such a conflict, the terms and conditions of the Platform shall prevail.
- 7.2 Beyond what is necessary to maintain the contractual compliance of Enshrouded, Keen may modify and adapt Enshrouded and its functional scope if a valid reason requires such modification. Such a reason exists in particular in the case of changes (i) to implement changed

legal requirements or jurisdiction, (ii) to implement judicial or official orders, (iii) to implement changed technical requirements such as a new technical environment or other operational reasons, (iv) to adapt to changed market conditions such as, for example, an increased number of users, (v) due to infringement of third party rights, (vi) due to loss of or changes to third party license terms whose licenses are required for the operation of Enshrouded, (vii) due to delivery or provisioning restrictions of Keen's service providers, or (viii) for your benefit.

- 7.3 You will not incur any additional charges for any changes to Enshrouded and its functionality pursuant to this Section 7. Keen will provide You with clear and understandable notice of the change.
- 7.4 If such a change affects your ability to access or use Enshrouded more than insignificantly ("**negative change**"), Keen will inform you at least six weeks in advance by means of a text message ("**change notice**"). The Change Notice will include the characteristics and timing of the Negative Change and information about your rights described below.
- 7.5 In the event of negative changes, you have the right to terminate the contract free of charge with a notice period of 30 days. The period begins with the receipt of the change notification by you. If the change is made after you have received the change notification, the period shall only start to run from the time of the change. The termination of the contract is excluded if the accessibility or usability of the unchanged Enshrouded is maintained without additional costs.
- 7.6 These Terms of Use apply mutatis mutandis to all modifications and to Enshrouded as modified by such modifications.
- 7.7 For the avoidance of doubt, the addition, removal and customization of freely available Game Content or Game Features within Enshrouded does not constitute a modification of Enshrouded or its functionality and may be made by Keen at any time without regard to the provisions of this Section 7. However, this does not include the removal or customization of previously purchased in-game items.

8 Changes to the Terms of Use

- 8.1 Keen may amend and adjust these Terms of Use with effect for the future if there is a valid reason for the amendment and insofar as the amendments are reasonable taking into account the interests of both contracting parties.
- 8.2 A valid reason exists in particular if the changes are necessary to a not insignificant extent due to a disturbance of the equivalence relationship of the contract which was unforeseeable for Keen at the time of the conclusion of the contract or if they are necessary for the further performance of the contract due to changes in case law or legislation.
- 8.3 The change of a main service obligation - with the exception of the changes of the functional scope described in clause 7 - is excluded.
- 8.4 Keen shall notify you of the amended terms and conditions in text form at least six weeks before the planned entry into force and shall separately refer to the new provisions and the date of entry into force. At the same time, Keen will grant you a reasonable period of at least six weeks to declare whether you accept the amended Terms of Use for the further use of Enshrouded and its functions.
- 8.5 If you do not make a declaration within this period, which shall commence upon receipt of the notice in text form, the amended Terms of Use shall be deemed to have been agreed.
- 8.6 Keen will separately inform you of this legal consequence, i.e. the right to object, the objection period and the significance of silence, at the beginning of the period.

9 Final Provisions

- 9.1 **Choice of Law.** These Terms of Use shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods. If you are a consumer and do not have a permanent residence in Germany, this shall apply with the proviso that mandatory provisions of the law of the state in which you have your habitual residence shall continue to apply insofar as they provide otherwise.
- 9.2 **Language.** This Agreement may be concluded in German and in English. In case of contradictions in the language versions, the German language version shall prevail.
- 9.3 **Jurisdiction.** With respect to (i) users who are not consumers, (ii) consumers who are not domiciled in Germany at the time the contract is concluded or who move their domicile abroad after the contract is concluded, and (iii) consumers whose habitual residence is unknown at the time the action is filed, the place of jurisdiction and performance shall be Frankfurt am Main. Otherwise, the place of jurisdiction shall be determined in accordance with the general rules.
- 9.4 **Transferability.** Keen has the right to transfer the rights and obligations resulting from this contract to a third party. In such a case, you have the right to withdraw from the contract.
- 9.5 **Mandatory information on consumer dispute resolution.** Keen is neither willing nor obliged to participate in a dispute resolution procedure before a consumer arbitration board.

Appendix 1 – Platform-specific terms and conditions

The following additional terms and conditions apply to purchases made via the PlayStation™Store, depending on which PlayStation™Store you purchase Enshrouded from:

For users purchasing via the PlayStation™Store from Sony Interactive Entertainment America:

- **English:** Purchase and use of items are subject to the Network Terms of Service and User Agreement. This online service has been sublicensed to you by Sony Interactive Entertainment America.
- **French:** L'achat et l'utilisation des articles sont soumis aux Conditions d'utilisation et à l'Accord utilisateur de Network. Une sous-licence d'utilisation de ce service en ligne vous a été concédée par Sony Interactive Entertainment America.
- **Spanish:** La compra y uso de artículos están sujetos a los Términos de Servicio y Acuerdo de Usuario de la Network. Una sublicencia de este servicio online le ha sido otorgada por Sony Interactive Entertainment America.
- **Brazilian Portuguese:** A compra e o uso de itens estão sujeitos aos Termos de serviço e Contrato do usuário da Network. Este serviço online foi sublicenciado a você pela Sony Interactive Entertainment America.

For users purchasing via the PlayStation™Store operated by Sony Interactive Entertainment Network Europe Limited:

- **English:** Any content purchased in an in-game store will be purchased from Sony Interactive Entertainment Network Europe Limited ("SIENE") and be subject to PlayStation™Network Terms of Service and User Agreement which is available on the PlayStation™Store. Please check usage rights for each purchase as these may differ from item to item. Unless otherwise shown, content available in any in-game store has the same age rating as the game.
- **French:** Tout contenu acheté dans la boutique d'un jeu est acheté à Sony Interactive Entertainment Network Europe Limited ("SIENE") et est soumis aux Conditions d'utilisation et Accord utilisateur de PlayStation™Network disponibles sur PlayStation™Store. Vérifiez les droits d'utilisation lors de chaque achat car ceux-ci peuvent varier d'un article à l'autre. Sauf indication contraire, la classification du contenu disponible dans la boutique d'un jeu est identique à celle du jeu lui-même.

- **Italian:** Tutti i contenuti acquistati in un negozio in-game saranno acquistati da Sony Interactive Entertainment Network Europe Limited ("SIENE") e saranno soggetti ai Termini di servizio e alle Condizioni d'uso di PlayStation™Network disponibili su PlayStation™Store. Consulta i diritti d'uso per ogni acquisto effettuato, poiché possono differire in base al contenuto. Se non diversamente specificato, i contenuti disponibili nei negozi in-game sono rivolti ad utenti con la stessa età consigliata per il gioco.
- **German:** Alle Inhalte, die in In-Game-Shops käuflich erworben werden, werden von Sony Interactive Entertainment Network Europe Limited („SIENE“) erworben und unterliegen den Nutzungsbedingungen und der Endbenutzervereinbarung von PlayStation™Network, die über PlayStation™Store eingesehen werden können. Wir empfehlen, die Nutzungsrechte für jedes erworbene Produkt zu überprüfen, da sie sich von Fall zu Fall unterscheiden können. Sofern nicht anders angegeben, gilt für sämtliche Inhalte, die in In-Game-Shops erhältlich sind, dieselbe Altersfreigabe wie für das entsprechende Spiel.
- **Spanish:** Cualquier contenido adquirido en una tienda del juego se le comprará a Sony Interactive Entertainment Network Europe Limited (“SIENE”) y estará sujeto a los Términos de servicio / Acuerdo de usuario de PlayStation™Network que está disponible en PlayStation™Store. Le rogamos que compruebe los derechos de uso en cada compra, ya que pueden variar según el producto. A menos que se indique lo contrario, el contenido disponible en una tienda del juego tiene la misma clasificación por edades que el juego.
- **Russian:** Любой товар, приобретенный во внутриигровом магазине, будет являться покупкой у компании Sony Interactive Entertainment Network Europe Limited (“SIENE”) и подчиняться Условиям предоставления услуг PlayStation™Network, с которыми можно ознакомиться в PlayStation™Store. Пожалуйста, ознакомьтесь с правами использования - они могут быть различными для разных продуктов. Если не указано иное, товар в любом внутриигровом магазине имеет ту же возрастную категорию, что и игра.
- **Dutch:** Elke content die in een winkel in het spel is gekocht, wordt gekocht van Sony Interactive Entertainment Network Europe Limited (“SIENE”) en is onderworpen aan de servicevoorwaarden van PlayStation™Network die bij PlayStation™Store verkrijgbaar zijn. U dient de gebruiksrechten te controleren omdat deze per item kunnen verschillen. Tenzij anderszins vermeld, gelden dezelfde leeftijdsbeperkingen voor content die in een winkel in het spel beschikbaar is als voor het spel zelf.
- **Portuguese:** Qualquer conteúdo comprado numa loja de jogo é comprado à Sony Interactive Entertainment Network Europe Limited (“SIENE”) e está sujeito aos Termos de Serviço e Acordo de Utilizador da PlayStation™Network, disponíveis na PlayStation™Store. Verifique os direitos de utilização relativos a cada compra, uma vez que estes podem diferir de um artigo para outro. Salvo indicação em contrário, o conteúdo disponível em qualquer loja de jogo possui a mesma classificação etária que o próprio jogo.
- **Turkish:** Oyun içi mağaza içinden satın alınan tüm içerik Sony Interactive Entertainment Network Europe Limited ("SIENE") şirketinden satın alınacak olup, PlayStation™Store'da bulunan PlayStation™Network Hizmet Şartları'na tabidir. Ögeden öğeye farklılık gösterebileceği için lütfen her satın almaya ilişkin kullanım haklarını kontrol edin. Aksi belirtilmediği müddetçe, oyun içi mağazadan satın alınan içerik, oyunla aynı yaş sınıflandırmasına sahiptir.
- **Polish:** Zawartość zakupiona za pośrednictwem sklepu udostępnionego w grze oznacza, że została ona zakupiona od firmy Sony Interactive Entertainment Network Europe Limited („SIENE”) i podlega Warunkom świadczenia usług obowiązującym w sieci PlayStation™Network, z którymi można zapoznać się w sklepie PlayStation™Store. Prawa użytkownika należy sprawdzać przy każdym zakupie, ponieważ mogą one być różne w zależności od pozycji. Jeśli nie zaznaczono inaczej, zawartość dostępna w dowolnym sklepie udostępnionym w grze jest objęta tą samą klasyfikacją co gra.

- **Finnish:** Kaikki pelin sisäisestä kaupasta ostettu sisältö ostetaan Sony Interactive Entertainment Network Europe Limited ("SIENE"), ja se on PlayStation™Network –palvelun käyttöehtojen alasta. Nämä käyttöehdot saa PlayStation™Store-kaupasta. Tarkista kunkin ostoksen käyttöoikeudet, sillä ne voivat vaihdella kohteesta toiseen. Ellei toisin ilmoiteta, pelin sisäisessä kaupassa myytävien sisältöjen ikäluokitus on sama kuin pelin.
- **Danish:** Alt indhold, der købes fra en butik i et spil, købes gennem Sony Interactive Entertainment Network Europe Limited ("SIENE") og er underlagt PlayStation™Network Betingelser for tjenesteydelse, som findes på PlayStation™Store. Kontroller rettighederne til brug for hvert enkelt køb, da de kan være forskellige fra vare til vare. Medmindre andet er vist, har indhold, som er tilgængeligt i en butik i et spil, den samme aldersklassifikation som spillet.
- **Norwegian:** Alt innhold som blir kjøpt i en butikk i spillet, kjøpes fra Sony Interactive Entertainment Network Europe Limited ("SIENE") og er underlagt tjenestevilkårene til PlayStation™Network som kan leses på PlayStation™Store. Kontroller bruksrettighetene for hvert kjøp, da de kan variere for ulike gjenstander. Innholdet som er tilgjengelig i butikken har samme aldersgrense som spillet, med mindre noe annet er angitt.
- **Swedish:** Innehåll som köps inuti spel köps från Sony Interactive Entertainment Network Europe Limited ("SIENE") och är föremål för tjänstevillkoren och användaravtalet för PlayStation™Network som finns tillgängligt i PlayStation™Store. Var vänlig kontrollera användningsrättigheter för varje köp, eftersom dessa kan variera från föremål till föremål. Innehåll som tillhandahålls inuti spel har samma åldersgräns som spelet, om inte annat anges.
- **Ukrainian:** Будь-які матеріали, придбані у внутрішньоігровому магазині, купуються у Sony Interactive Entertainment Network Europe Limited (SIENE) і є предметом Умов обслуговування та Правил користування PlayStation™Network, доступних тільки в PlayStation™Store. Перевіряйте права на використання при кожній покупці, так як для різних цифрових товарів вони можуть відрізнятися. Віковий рейтинг матеріалів, доступних для покупки у внутрішньоігровому магазині, відповідає віковому рейтингу самої гри, якщо не вказано інше.