

Creator Platform License Agreement

In addition to Rockstar's [Terms of Service](#) ("Rockstar TOS") and [Community Guidelines](#), both of which are incorporated herein by reference, the following additional terms of this Creator Platform License Agreement ("Creator PLA") apply to your use of the Creator Services (defined below).

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

In addition to the Agreement, we also publish a [Privacy Policy](#), which explains how we collect and use your personal information.

THE CREATOR SERVICES ARE PART OF OUR SERVICES (AS DEFINED IN THE [ROCKSTAR TOS](#)) AND ARE SUBJECT TO LIABILITY LIMITATIONS, WARRANTY DISCLAIMERS, AND THE GOVERNING LAW AND JURISDICTION PROVISIONS CONTAINED IN THE [ROCKSTAR TOS](#), INCLUDING THE MANDATORY ARBITRATION CLAUSE AND WAIVER OF CLASS ACTION AND JURY TRIAL RIGHTS FOR ALL USERS RESIDING IN THE UNITED STATES AND ANY TERRITORY OTHER THAN AUSTRALIA, SWITZERLAND, THE UNITED KINGDOM, OR THE TERRITORIES OF THE EUROPEAN ECONOMIC AREA. PLEASE SEE SECTION 17 OF THE [ROCKSTAR TOS](#) FOR MORE INFORMATION.

Capitalized terms not defined in this Creator PLA have the same definition as in the [Rockstar TOS](#). Any matters not expressly dealt with in this Creator PLA shall be subject to the [Rockstar TOS](#). In the event of an actual conflict between this Creator PLA and the [Rockstar TOS](#) related to the Creator Services, this Creator PLA will govern.

1. Scope of Services; Definitions.

1.1. **Creator Services.** Subject to and conditioned on your full compliance with the Agreement, Rockstar may offer to provide certain software, products, services, and 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 the Operator Services and Player Services defined below. For more information about the Creator Services, please visit Rockstar's websites including [www.fivem.net](#) and [www.redm.net](#) (the "Websites"). Rockstar may use one or more designated ecommerce platform providers, payment processors and other applicable third-party service providers (together, the "Operator") to facilitate the operation of the Creator Services and distribution of related content and payments.

1.2. **Covered Games.** To use the Creator Services, you must hold a valid entitlement to, or purchase a valid retail copy of, one of Rockstar's games that is authorized for use with the Creator Services (a "Covered Game"). You may be required to create an Account and to update the Covered Games to access the Creator Services ("Update"). Updates may be automatically downloaded onto the device you use to access the Creator Services. Rockstar is not required to provide you with a copy of a Covered Game or to document changes in any Update.

1.3. **Creator Policies.** In addition to complying with the terms of the Agreement, including the [Rockstar TOS](#) and the [Community Guidelines](#), your right to access and use the Creator Services is conditioned on compliance with such relevant policies as Rockstar may provide to you from time to time, including the [Rockstar PC Single-Player Mods Policy](#), and the [Rockstar Roleplay Server Policy](#) (together the "Creator Policies").

1.4. **"Operator Services"** include software, products, services, and websites that Rockstar and Operator may offer that enable the creation and operation of an online server that operates a customized or modified version of one of Rockstar's games or game modes, including any Server Content (defined below) ("Custom Server"). A "Server Admin" is a user who operates or assists in the operation or administration of a Custom Server. "Server Content" includes all UGC and Custom Content that Rockstar may enable users to create, upload, or distribute via the Operator Services.

1.5. “**Player Services**” include software, products, services, and websites that Rockstar may offer that enable users to search for, access, communicate through, interact with, or share Player Content (defined below) via, a Custom Server. “**Player Content**” includes all UGC and Custom Content that Rockstar may enable users to create, upload, or distribute via the Player Services.

1.6. **Creator Content.** Server Content and Player Content are each examples of UGC or Custom Content described in the [Rockstar TOS](#). For the purposes of this Creator PLA, Server Content and Player Content are individually and collectively referred to as “**Creator Content**.” For clarity, all Creator Content is subject to the terms of the Agreement including, without limitation, provisions in the [Rockstar TOS](#) regarding User Generated and Custom Content, and User Rules.

2. Limited License to Use Creator Services.

2.1. **Grant.** Subject to your compliance with the terms of the Agreement and Creator Policies, Rockstar grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Creator Services on compatible devices that you own or control.

2.2. **Restrictions.** In addition to applicable restrictions in the [Rockstar TOS](#), nothing in this Creator PLA permits the use of, and you are hereby prohibited from using, the Creator Services, Covered Games or any of the elements thereof in any manner that: (1) violates the rights of any third party, any applicable law, rule, regulation, or the Agreement; or (2) constitutes use as a brand, logo, or source identifier for goods or services in commerce. 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 via the Creator Services other than as expressly permitted by Rockstar.

2.3. **No Sponsorship or Endorsement.** Rockstar operates the only “official” versions of the Covered Games. While the creation and operation of Custom Servers is authorized subject to the terms of the Agreement, nothing in the Agreement means that Rockstar approves, sponsors, or endorses any individual Custom Server. Nothing herein grants you the right to implicitly or explicitly promote that any aspect of your use of the Creator Services, including your Creator Content or Custom Server, is “official” or in any way sponsored or endorsed by Rockstar. You must not use any elements of the Covered Games or Rockstar’s logos, trademarks, or other intellectual property in any manner that suggests that a Custom Server is approved, sponsored, or endorsed by Rockstar. 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.”

2.4. **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 musical sound recordings or compositions. For clarity, from time-to-time Rockstar may incorporate third party musical works into a Covered Game, but nothing in the Agreement gives you the right to publicly perform, communicate to the public, 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 Creator Content that includes modifications or alterations to any voice recording, voiceover performance, or element thereof contained in a Covered Game.

2.5. **Reservation of Rights.** All rights not expressly granted in this Creator PLA are reserved to Rockstar. Nothing in this Creator PLA grants you any rights in or to Rockstar’s trademarks, trade names, or trade dress, all of which are expressly reserved to Rockstar. Any trademark rights in any elements created in breach of this Creator PLA 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 Rockstar, we own all copyrights, interest, and title to the Covered Games, the elements thereof, and any derivative works based thereon including, without limitation, Creator Content except to the extent you hold any separate intellectual property rights under applicable law in any Creator Content that you create.

3. **Commercial Exploitation.**

3.1. **Prohibited Methods.** The license granted to you under this Creator PLA is limited and its scope excludes the right to engage in certain types of commercial exploitation, including those listed below. You may not commercially exploit the rights granted under this Creator PLA, your Creator Content, or Custom Server through any of the following methods:

- (1) any mechanic that allows a user to pay or transfer real-world monetary value including fiat currency, assets, crypto currency, or crypto assets (collectively “**Real Money**”) to the Custom Server and subsequently receive, exchange, or transfer Real Money or its equivalent value to other users (“**Cash Out**”), including Real Money gambling of any kind (slot machines, blackjack, poker, or similar casino games);
- (2) offering or selling for Real Money or in-game virtual currency any “loot boxes,” “gacha” elements, random drawings, or sweepstakes, or functionally similar chance-based features or mechanics;
- (3) offering or selling in-game virtual currency for Real Money;
- (4) offering, selling, or facilitating access to Virtual Items (as defined in Section 4 of the [Rockstar TOS](#)) created by Rockstar;
- (5) operating a Custom Server by, on behalf of, or in an ongoing commercial association with, a third-party brand (e.g. the “official” server of a brand or other sponsor);
- (6) operating a website, digital storefront, marketplace, or other means through which Server Content created by a third party (*i.e.* someone other than you) is aggregated and sold or licensed to Server Admins for Real Money;
- (7) creating, uploading, or distributing Creator Content that incorporates third-party promotions, advertisements, endorsements, or sponsorships, either in-game within a Custom Server or as Marketplace Content (defined below); and
- (8) facilitating the use, sale, or promotion of cryptocurrencies or crypto assets (e.g. “NFTs,” “tokens” or “meme coins”).

This list is not exhaustive; we reserve the right to modify or amend the list at any time and to suspend or prohibit commercial exploitation of the Creator Services or any Custom Server for any reason in our sole discretion. You may not engage in any prohibited commercial exploitation of the Creator Services unless subject to separate, express written terms agreed upon by Rockstar permitting such conduct.

3.2. **Policy and Legal Compliance.** You expressly acknowledge and agree that if you engage in commercial exploitation of the Creator Service, you are solely responsible for complying with all Rockstar policies as well as all laws, rules, and regulations applicable to in such commercial exploitation including, without limitation, those related to consumer protection, advertising and promotion, digital sales and e-commerce, collection of taxes, the offering of subscription services (if any), and the processing, protection, and privacy of customer personal data.

4. **Responsibility for Server Content.** If you use the Operator Services, including to act as a 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; (2) ensuring such Custom Server complies with the Agreement and the Creator Policies; and (3) ensuring that the Custom Server complies with all applicable laws, rules, and regulations, including without limitation, those related to the processing, protection, and privacy of personal data. We reserve the right to take Adverse Action against any Server Admin or Custom Server for failure to comply with the terms of the Agreement and the Creator Policies.

5. Third Party Interactions

5.1. **No Responsibility for Third Party Content.** You understand that by using the Creator Services, you may access or interact with Third Party Services, Creator Content, Custom Servers, 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 Creator Content, Custom Servers, or any Third Party Content is at your own risk; Rockstar is not responsible for actively monitoring Third Party Content, nor for any loss, damage, or unsatisfactory performance related to your interactions with such Third Party Content.

5.2. **Authorized & Promoted Services; Unauthorized Service Providers.** Rockstar 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**”). Rockstar reserves the right to require you to use an Authorized Service in connection with specific aspects of the Creator Service. From time to time, Rockstar may feature or promote a Third Party Service through the Creator Services (a “**Promoted Service**”). If you decide to engage in a transaction with an Authorized Service or Promoted Service, Rockstar is not a party to your transaction, nor will we be liable for any damages you may suffer as a result of your interaction with such Authorized Service or Promoted Service. Rockstar may identify certain third-party service providers as being unauthorized service providers (“**Unauthorized Service Provider**”). Rockstar reserves the right to prohibit your use of any Unauthorized Service Provider in connection with the Creator Service. The designation of Authorized Services 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 Services and Unauthorized Service Providers will become effective thirty (30) days after being posted. For more information about Authorized Services and Unauthorized Service Providers, please see our Websites.

5.3. **Additional Terms.** Your use of any Third Party Content (including any products or services provided by Authorized Services or Promoted Services) may be conditioned on your acceptance of additional terms and conditions offered by such third parties. However, any such third-party terms or conditions do not override or modify your obligation to comply with this Creator PLA or the Agreement as a whole. You understand and agree that Rockstar is not responsible for your interactions with such third parties or the content of any such third-party terms, including without limitation the enforcement of such terms or notifying you regarding updates to such terms.

6. Marketplace

6.1. **Definitions.** As part of the Creator Services, Rockstar may provide one or more marketplaces (each a “**Marketplace**”) through which Rockstar and Operator enables Server Admins to purchase or acquire for incorporation in their respective Custom Servers certain Server Content (“**Marketplace Content**”) that has been made available in the marketplace by “**Marketplace Creators**,” subject to the license terms herein, which license includes any rights that Marketplace Creator may hold in such Marketplace Content (“**Creator Rights**”).

6.2. **Marketplace Transactions.** By using the Marketplace as a Server Admin, you acknowledge and agree that: (1) Rockstar and Operator together act as agent for Marketplace Creators for the purposes of marketing, distributing and concluding licensing transactions related to Marketplace Content; (2) as between you on one hand and Rockstar and Operator on the other, Rockstar’s and Operator’s roles are limited to operation of the Marketplace, collection of payment, concluding licensing transactions related to Marketplace Content and delivery of Marketplace Content via the Creator Service; (3) if you enter a transaction via the Marketplace with respect to any Marketplace Content you agree to be bound by the terms of this Section 6, including with respect to any Creator Rights of each item of Marketplace Content; and (4) the relevant Marketplace Creator is responsible for providing reasonable and customary technical support for Marketplace Content, and Rockstar and Operator are responsible for providing customer support related to issues arising from the operation of the Website or Marketplace, and issues related to transaction or payment processing.

6.3. Marketplace Content License Grant. You acknowledge that any Rockstar-owned elements of Marketplace Content constitute Creator Services and thus are licensed to you by Rockstar including, without limitation, under Section 2 of this Creator PLA. Without limiting the foregoing, subject to and conditioned on your compliance with the terms of this Agreement, when you enter a transaction via the Marketplace to license Marketplace Content, the relevant Marketplace Creator grants you a limited, non-exclusive, non-transferable, royalty-free, worldwide, perpetual license to Creator Rights in the Marketplace Content, if any, solely to:

- (1) incorporate the Marketplace Content into one or more Custom Servers for which you act as Server Admin and hold a corresponding server key;
- (2) reproduce, publicly perform, display, transmit, and distribute the Marketplace Content only as incorporated into your Custom Server and in connection with your use of the Creator Services and your players' use of the Player Services on such Custom Server;
- (3) commercially exploit the Marketplace Content as part of your Custom Server as permitted under this Creator PLA; and
- (4) modify the Marketplace Content solely to the extent required to exercise the rights granted in this Section 6.3.

If you enter a transaction for Marketplace Content that is (i) licensed on a one-time fee basis, then any license granted to you under this Section is irrevocable; (ii) licensed on a subscription basis, then any license granted under this Section shall automatically terminate when you terminate your applicable subscription or when the Marketplace Creator ceases offering the applicable subscription, whichever happens first. For clarity, nothing in this Section shall limit or modify Rockstar's rights, including, without limitation, to terminate our license to you related to such Marketplace Content, which remains subject to the Availability and Termination provisions of the Rockstar TOS and as otherwise provided under this Creator PLA.

6.4. Restrictions. In addition to other relevant limitations under the Creator PLA and the [Rockstar TOS](#), the limited licenses granted hereunder do not permit and Server Admins shall not: (1) resell, transfer, share, loan, or redistribute the Marketplace Content on a standalone basis outside of a Custom Server, or allow others to do the same; (2) disassemble, decompile, reverse-engineer, or create derivative works based on the whole or any copyrightable element of the Marketplace Content; (3) modify the Marketplace Content except as permitted under Section 6.3; or (4) use Marketplace Content in any manner to develop train, enhance, tune, provide source material for, or promote Generative AI tools (as defined in the [Rockstar TOS](#)).

7. Creator Service Availability.

7.1. Service Updates. You acknowledge that Creator Content, Marketplace Content, 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, or changes to any of the Creator Services, Marketplace, Authorized Services, or Third Party Content. In addition all other limitations on liability provided under the [Rockstar TOS](#) Rockstar is not liable or responsible to you for any perceived loss or damages that may result from such changes or Updates including, without limitation, the loss of or failure to receive a refund of any money you may have spent related to any Creator Content, Marketplace Content, Custom Server, or Third Party Content.

7.2. Consequences for Violations. Rockstar reserves the right to take Adverse Action in accordance with the [Rockstar TOS](#) against any user, Account, Creator Content, Marketplace Content, or Custom Server in the event of a breach of this Creator PLA, the Creator Policies, or the [Rockstar TOS](#). Rockstar is not liable or responsible to you for any perceived loss or damages that may result from such Adverse Actions including without limitation, the loss or failure to receive a refund of any money related to any Creator Content, Marketplace Content, Custom Server, or Third Party Content.

7.3. Dependence on Third Party Systems. The availability or operation of any Creator Content, Marketplace Content, Custom Server, or Third Party Content on the Creator Services may rely on software, programs, networks, updates, systems, APIs, protocols, code dependencies, services, or other elements created and operated by third

parties. Rockstar does not maintain, control, or assume any obligation with respect to the maintenance or availability of any Creator Content, Marketplace Content, Custom Server, or Third Party Content on the Creator Services. To the extent that we provide links or access to Third Party Content, Custom Servers, Creator Content, Marketplace Content, or other resources, we do so only as a convenience.

7.4. **Availability.** Without limiting any other provision in this Section, you understand and agree that the Creator Services are Services subject to the [Rockstar TOS](#) Sections related to Availability, Updates, and Features. Further, nothing in this PLA requires Rockstar to operate Marketplaces. Rockstar may temporarily or permanently cease providing Marketplaces (or any features thereof) to users generally at its sole discretion, without prior notice.

8. **Community Disputes.** Rockstar 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 (1) any user of a Custom Server and the relevant Server Admins thereof; or (2) any Marketplace Creator and any third party related to any transaction that occurs through a Marketplace.