

XEAM - End user licence agreement

Please read this EULA carefully, as it sets out the basis upon which we license the Game for use.

Before you download the Game from our website, the platform of one of our appointed distribution partners or from any other source, you will be asked to give your express agreement to the provisions of this EULA.

This EULA should be read in conjunction with our privacy policy, which is available at <https://www.xeam.games/privacypolicy.html>.

WARNING: The light patterns in some video games may trigger epileptic seizures or blackouts in a very small number of individuals. If you have an epileptic condition, you should consult a medical professional before playing the Game. If you experience dizziness, muscle twitching, changes to vision, disorientation, seizures, convulsions and/or any involuntary movements while playing the Game, you should immediately stop playing and consult a medical professional.

1. Definitions

1.1 In this EULA, except to the extent expressly provided otherwise:

"**Distribution Platform**" means any digital distribution platform operated by a third party by means of which the User lawfully acquired the Game;

"**Distribution Platform Terms and Conditions**" means the terms and conditions of the Distribution Platform that set out any rights and/or obligations of the User in relation to the Game;

"**DLC**" means any downloadable or other supplemental content for the Game made available by the Licensor and purchased or otherwise lawfully acquired by the User;

"**Effective Date**" means the date upon which the User accepts the terms of this EULA in accordance with the preamble to this EULA;

"**EULA**" means this end user licence agreement, including any amendments to this end user licence agreement from time to time;

"**Game**" means game developed and/or published by xeam UG (haftungsbeschränkt) , as modified, patched, updated and upgraded from time to time by or with the authorisation of the Licensor, including any DLC;

"**Intellectual Property Rights**" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"Licensor" means xeam UG (haftungsbeschränkt), a company incorporated in Germany (registration number HRB 708026Freiburg i.Br.) having its registered office at Vogtsstrasse 12, 79183 Waldkirch;

"Online Services" means the software-based services provided by the Licensor via the internet and designed for use in conjunction with the Game;

"Permitted Hardware" means a single desktop, laptop or tablet computer that is owned by and in the physical control of the User and meets the minimum hardware requirements for the Game published by the Licensor from time to time;

"Support Services" means support in relation to the use of the Game and the identification and resolution of bugs and other errors in the Game;

"Term" means the term of this EULA, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2;

"Update" means a hotfix, patch or version update (minor or major) to the Game; and

"User" means the person to whom the Licensor grants a right to use the Game under this EULA in accordance with the preamble to this EULA.

2. Term

2.1 This EULA shall come into force upon the Effective Date.

2.2 This EULA shall continue in force indefinitely, subject to termination in accordance with Clause 14 or any other provision of this EULA.

3. Licence

3.1 The Licensor hereby grants to the User from the date of supply of the Game to the User until the end of the Term a worldwide, non-exclusive, non-transferable licence to:

(a) install a copy of the Game on the Permitted Hardware; and

(b) use a single instance of the Game on the Permitted Hardware,

for the private and domestic purposes of the User and subject to the limitations and exclusions set out and referred to in this Clause 3. This licence is granted subject to the payment of any applicable Licensor, Distribution Platform and supplier charges.

3.2 The User may permit the family members and friends of the User to use the User's installation of the Game on the Permitted Hardware; providing that the User must not allow any other person or persons to use the Game.

3.3 Any licence granted to the User under this Clause 3 shall be subject to the following prohibitions:

(a) the User must not sell, resell, rent, lease, loan, license, sub-license, gift, supply, transfer, publish, distribute or redistribute the Game;

- (b) the User must not make the Game available for download or access by others;
- (c) the User must not commercially exploit the Game or use the Game to provide any service (including using the Game at an internet cafe or computer gaming centre);
- (d) the User must not use the Game in connection with any marketing, advertising or promotional activity;
- (e) the User must not modify, alter, edit, adapt or create derivative works of the Game;
- (f) the User must not decompile, de-obfuscate or reverse engineer, or attempt to decompile, de-obfuscate or reverse engineer, the Game;
- (g) the User must not delete, remove, disable or circumvent any security protection measures or proprietary notices in or associated with the Game; and
- (h) the User must not import or export the Game, or otherwise use the Game, in contravention of any applicable laws,

save to the extent expressly permitted by this EULA or permitted by applicable law on a non-excludable basis.

3.4 The User acknowledges that the use of the Game and the exercise of the rights of the User under this EULA may require the use of an activation code or key, and further that:

- (a) the User shall be responsible for securely storing the activation code or key; and
- (b) the Licensor shall have no obligation to replace a lost, stolen or corrupted activation code or key.

3.5 The User acknowledges that the use of the Game is subject to the agreement of the User to the commercial and open source licences set out or referred to in REFERENCE TARGET REMOVED; and by agreeing to this EULA, the User agrees to those documents.

4. Online Services

4.1 The Game is designed to be used in conjunction with the Online Services; and the User acknowledges that the Game will not function properly in the absence of access to the Online Services.

4.2 The User is responsible for arranging and maintaining an internet connection sufficient for access to the Online Services, and for paying all associated fees.

4.3 The Licensor shall use reasonable endeavours to maintain the availability of the Online Services during the relevant period, but does not guarantee 100% availability. In particular, the Online Services may be unavailable as a result of updates, scheduled maintenance, emergency maintenance, unanticipated

resource requirements, hardware failures, software failures, service provider failures or Force Majeure Events.

- 4.4 The User must ensure that its use of the Online Services is not excessive (including with respect to bandwidth, processor utilisation and storage) and does not have a material negative effect upon the use of the Online Services by others.
- 4.5 The provisions of Clause 5 relating to the Game shall apply equally to the Online Services; and, accordingly, references in those provisions to the Game shall be interpreted to include a reference to the Online Services.

5. Acceptable use

- 5.1 The User must not use the Game in any of the following ways:
- (a) in any way that causes or may cause damage to the Game or to any other game, products or services of the Licensor;
 - (b) in any way that causes or may cause impairment of the performance, availability or accessibility of the Game or any other game, products or services of the Licensor;
 - (c) in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
 - (d) to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
 - (e) to conduct any systematic or automated data collection activities (including scraping, data mining, data extraction and data harvesting);
 - (f) by means of any software not authorised by the Licensor; or
 - (g) by any automated means.
- 5.2 The User must not, when using the Game:
- (a) harass, antagonise, insult or ridicule any player or group of players;
 - (b) discriminate against any player on the basis of race, ethnicity, nationality, sex, gender, sexual orientation, religion, age, disability or any legally-protected criteria;
 - (c) engage in social engineering, including manipulating any player to disclose confidential or personal information;
 - (d) spam or flood any Game communications channels with any irrelevant, duplicate or low-quality content or messages;
 - (e) publicly name or otherwise reveal the identity of any other player;

- (f) engage in any scamming, fraudulent conduct or deceptive conduct;
 - (g) abandon or exit the Game by any means other than the Game functionality where such abandonment or exit is liable to negatively affect another player's enjoyment of the Game; or
 - (h) otherwise take any action that is liable to negatively affect other players' enjoyment of the Game.
- 5.3 The User must not cheat when playing the Game or otherwise in relation to the Game.
- 5.4 Without prejudice to Clause 5.3, the User must not:
- (a) edit Game software code or Game data held in memory;
 - (b) buy, sell or transfer any Game account;
 - (c) take unfair advantage of errors in the Game design or bugs in the Game software code to the detriment of any other player of the Game;
 - (d) access the Game using any other person's account or allow any other person to access the Game using the account of the User (except to the extent expressly permitted in this EULA); or
 - (e) use any software or software-based services to give any player an unfair advantage in the Game.
- 5.5 Cheat detection software may be included with or as part of the Game, and the User must not remove, disable or otherwise tamper with that cheat detection software.
- 5.6 If the User breaches this Clause 5, the Game's cheat-detection software determines that this Clause 5 has been breached by the User or the Licensor reasonably believes that the User has breached this Clause 5, the Licensor may:
- (a) ban or block the User or suspend the User's access to the Game;
 - (b) edit, alter or amend the in-Game assets of the User; and/or
 - (c) terminate this EULA.
- 5.7 The User must not evade or circumvent, or attempt to evade or circumvent, any ban, block or suspension instituted by the Licensor in relation to the Game.

6. Updates

- 6.1 The Licensor may during the Term make available Updates to the User, but shall have no obligation to do so.
- 6.2 The User must, if prompted to do so by the Game or by the Licensor, apply an Update or Updates before using the Game.

- 6.3 If the User does not apply any Update to the Game, then the User shall cease to have any right to use the Game until such time as it does so. The User acknowledges that the Licensor may use technical measures to enforce this Clause 6.3.
- 6.4 The User agrees that the Licensor may automatically apply Updates to the Game.

7. Support Services

- 7.1 The Licensor may provide Support Services to the User, but shall have no obligation to do so.
- 7.2 Any Support Services shall be provided remotely and by such means as the Licensor may designate.
- 7.3 The User acknowledges and agrees that the Licensor gives no warranties or guarantees in relation to the outcome of the Support Services and, in particular, issues identified through the Support Services may only be resolved through the application of a future Update or, at the discretion of the Licensor, not at all.

8. Distribution Platforms

- 8.1 In addition to this EULA, the Distribution Platform Terms and Conditions may affect the rights, obligations and liabilities of the User in relation to the Game.
- 8.2 Those provisions of the Distribution Platform Terms and Conditions that impose obligations and/or liabilities on the User in relation to the Game excluding those relating to payments are hereby incorporated into this EULA for the benefit of the Licensor, and as such shall be enforceable by the Licensor against the User.
- 8.3 For the avoidance of doubt, the following matters shall be governed by the provisions of the Distribution Platform Terms and Conditions: the amounts payable by the User in respect of this EULA; the methods of payment to be used by the User; and any rights of the User to cancel this EULA and receive any refunds of amounts paid in respect of this EULA.
- 8.4 The User acknowledges that the operator of the Distribution Platform has rights under the Distribution Platform Terms and Conditions which may affect the exercise of the User's rights under this EULA. Subject to Clause 13.1, the Licensor will not be in breach of this EULA as a result of, and will not be liable to the User in respect of:
- (a) any act or omission of the operator; or
 - (b) any loss or damage arising out of the operator's exercise of its rights under the Distribution Platform Terms and Conditions.

9. Intellectual Property Rights

- 9.1 Nothing in this EULA shall constitute an assignment or transfer of any Intellectual Property Rights of the Licensor.

9.2 Save to the extent expressly provided otherwise in this EULA, all the Intellectual Property Rights and other rights in:

- (a) the Game;
- (b) the works and materials comprised in the Game; and
- (c) any other software or services of the Licensor,

are hereby reserved to the Licensor and its licensors.

10. Warranties

10.1 If the Licensor reasonably determines, or any third party alleges, that the use of the Game by the User in accordance with this EULA infringes any person's Intellectual Property Rights, the Licensor may acting reasonably at its own cost and expense:

- (a) modify the Game in such a way that it no longer infringes the relevant Intellectual Property Rights; or
- (b) procure for the User the right to use the Game in accordance with this EULA.

10.2 The User warrants to the Licensor that it has the legal right and authority to enter into this EULA and to perform its obligations under this EULA.

10.3 All of the parties' warranties and representations in respect of the subject matter of this EULA are expressly set out in this EULA. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this EULA will be implied into this EULA or any related contract.

11. Acknowledgements and warranty limitations

11.1 The User acknowledges that the use of the Game will require computer hardware and software meeting the minimum requirements specified by the Licensor. The User further acknowledges that, as the Game is updated, those requirements may change and, accordingly, the Game may cease to function on the hardware of the User.

11.2 The User acknowledges that complex software is never wholly free from defects, errors and bugs; and the Licensor gives no warranty or representation that the Game will be wholly free from defects, errors and bugs.

11.3 The User acknowledges that complex software is never entirely free from security vulnerabilities; and the Licensor gives no warranty or representation that the Game will be entirely secure.

12. User indemnity

12.1 The User shall indemnify and shall keep indemnified the Licensor against any and all liabilities, damages, losses, costs and expenses (including legal

expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the Licensor and arising directly or indirectly as a result of:

- (a) the use of the Game by the User; and/or
- (b) any breach by the User of this EULA.

13. Limitations and exclusions of liability

13.1 Nothing in this EULA will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law, and any statutory rights you may have as a consumer will not be excluded or limited by this EULA, except to the extent permitted by law.

13.2 The limitations and exclusions of liability set out in this Clause 13 and elsewhere in this EULA:

- (a) are subject to Clause 13.1; and
- (b) govern all liabilities arising under this EULA or relating to the subject matter of this EULA, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this EULA.

13.3 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

14. Termination

14.1 This EULA shall immediately and automatically terminate if the User commits any breach of this EULA.

14.2 If all orders made under this EULA are cancelled in accordance with REFERENCE TARGET REMOVED, then this EULA shall automatically and immediately terminate.

15. Effects of termination

15.1 Upon the termination of this EULA, all of the provisions of this EULA shall cease to have effect, save that the following provisions of this EULA shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 8, 12, 13, 15, 16, 17 and 18.

15.2 Except to the extent that this EULA expressly provides otherwise, the termination of this EULA shall not affect the accrued rights of either party.

- 15.3 For the avoidance of doubt, all licences granted to the User under this EULA shall terminate upon the termination of this EULA. Accordingly, the User must immediately cease to use the Game and all other works and materials licensed to the User under this EULA upon the termination of this EULA.
- 15.4 Within 2 days following the date of effective termination of this EULA, the User must irreversibly delete or destroy all copies of the Game and all copies of all other works and materials licensed to the User under this EULA in the possession or control of the User.

16. Equitable relief

- 16.1 The User acknowledges that:
- (a) damages or other compensatory payments may not be an adequate remedy for a breach of this EULA by the User; and
 - (b) the Licensor shall be entitled to seek injunctive or other equitable relief in relation to any such breach, whether the breach is actual or threatened,
- without prejudice to the other rights and remedies of the Licensor.

17. General

- 17.1 No breach of any provision of this EULA shall be waived except with the express written consent of the party not in breach.
- 17.2 If any provision of this EULA is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this EULA will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).
- 17.3 The Licensor may vary this EULA by giving to the User written notice of the variation or by updating the version of this EULA published on its website. The continued use of the Game by the User following any such variation constitutes the acceptance by the User of that variation. Subject to this, this EULA may only be varied by a written document signed by or on behalf of each of the parties.
- 17.4 The User hereby agrees that the Licensor may assign the Licensor's contractual rights and obligations under this EULA to any third party - providing that such action does not serve to reduce the guarantees benefiting the User under this EULA. Save to the extent expressly permitted by applicable law, the User must not without the prior written consent of the Licensor assign, transfer or otherwise deal with any of the User's contractual rights or obligations under this EULA.
- 17.5 This EULA is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties

to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this EULA are not subject to the consent of any third party.

17.6 Subject to Clause 13.1, this EULA shall constitute the entire agreement between the parties in relation to the subject matter of this EULA, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

17.7 This EULA shall be governed by and construed in accordance with German law.

17.8 Subject to any mandatory requirements of applicable law, the courts of Germany shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this EULA.

18. Interpretation

18.1 In this EULA, a reference to a statute or statutory provision includes a reference to:

- (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
- (b) any subordinate legislation made under that statute or statutory provision.

18.2 The Clause headings do not affect the interpretation of this EULA.

18.3 In this EULA, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

