

DARWINIA END USER LICENCE AGREEMENT

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IMPORTANT NOTICE:

The following end user licence terms and conditions ("EULA") apply to all use, download, and installation of each version and iteration of our game, *Darwinia*, as made available by us, Introversion Software Limited.

THE PURCHASE, DOWNLOAD, INSTALLATION, AND USE OF THE GAME, AND THE USE OF OUR WEBSITE ARE ALSO SUBJECT TO OUR PRIVACY POLICY ("**Privacy Policy**") which you can find here: <http://www.introversion.co.uk/introversion/legal/PrivacyPolicy.html>.

YOU SHOULD READ THE FOLLOWING EULA CAREFULLY, BEFORE USING, DOWNLOADING OR INSTALLING THE GAME. ALL USE OF THE GAME IS GOVERNED BY AND CONDITIONAL ON YOUR ACCEPTANCE OF, AND COMPLIANCE WITH, THIS EULA. ANY USE, REPRODUCTION, OR REDISTRIBUTION OF THE GAME THAT IS NOT IN ACCORDANCE WITH THE TERMS OF THIS EULA IS EXPRESSLY PROHIBITED.

IF YOU DO NOT ACCEPT THE TERMS OF THE GAME EULA, YOU MAY NOT USE, DOWNLOAD OR INSTALL THE GAME.

1. INTRODUCTION

- 1.1. This game and any accompanying online or electronic documentation (together, the "**Game**") has been produced by and is the property of Introversion Software Limited ("**Introversion**"). Introversion is referred to as "**us**", "**we**", and "**our**" in this EULA. Our office is at Winchester House, 3 Winchester Road, Walton-on-Thames, Surrey KT12 2RH. We are a company registered in England, with company number 04354601.
- 1.2. THE TERMS AND CONDITIONS BELOW SET OUT THE AGREEMENT BETWEEN YOU ("**you**") AND US FOR THE PURCHASE, DOWNLOAD, INSTALLATION AND USE OF THE GAME SO PLEASE READ THIS CAREFULLY.
- 1.3. BY DOWNLOADING AND USING THE GAME YOU ARE AGREEING TO BE BOUND BY AND BECOME A PARTY TO THIS EULA. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS EULA YOU SHOULD NOT PURCHASE, DOWNLOAD OR USE THE GAME.

2. OWNERSHIP OF THE GAME AND CONTENT

- 2.1. All right, title, interest and ownership rights and any copyright, design right, database right, patents and any rights to inventions, know-how, trade and business names, trade secrets and trade marks (whether registered or unregistered) and any applications therefor and other intellectual property rights (together

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- 2.2. The Game and Content are protected by copyright law, international copyright treaties and conventions and other laws. All rights are asserted and reserved. The Game may contain certain licensed materials and our licensors may act to protect their rights in the event of any breach of this EULA. All trade marks are the property of their respective owners.

3. LIMITED USE LICENCE

- 3.1. You are not sold the Game or any Content but, subject to your compliance with all conditions of this EULA, we grant you a non-exclusive, personal, revocable, non-transferable licence to download, install, and use the Game and Content for your personal, non-commercial use on devices or consoles which you own or control and which have the necessary specifications to run and operate the Game.
- 3.2. The Game and Content are licensed to you in accordance with paragraph 3.1 above. It is not sold to you, and your licence confers no title or ownership in the Game.

4. YOUR USE OF THE GAME

By downloading and installing the Game, you confirm that you are either over 18 years of age or, if you are under 18 years old, that you are 13 years of age or older and you have obtained your parent or guardian's consent to download, install and use the Game subject to this EULA which they have read and explained to you.

5. SYSTEM REQUIREMENTS

- 5.1. This Game has been developed to work on the latest version of the PC, Mac OS X, Linux, and Xbox platforms at the time of its release ("**Platforms**").
- 5.2. Platform vendors may from time to time update their software, and we will endeavour, but not be obligated, to update the Game if necessary to ensure that its functionality and performance continue with any updated release.
- 5.3. It is your obligation to ensure that you are using the latest compatible public release of any platform operating system.

6. RESTRICTIONS

- 6.1. You may only use the Game for your personal, private, and non-commercial use.
- 6.2. You are not entitled to and must not:

- 6.2.1. sell, distribute, reproduce, transfer, publically display, translate, modify (except for Permitted Modding – defined below), adapt, create derivative works from, deconstruct, reverse engineer, decompile or disassemble, rent, lease, loan, sub-license or otherwise deal in copies or reproductions of the Game to other parties in any way except as permitted by this EULA;
 - 6.2.2. remove, delete, obscure, disable, modify, add to, tamper with, or circumvent any program code or data, copyright, trade mark, or other proprietary notices, labels or copy protection software contained on or within the Game or Content;
 - 6.2.3. exploit the Game, Content, or any of its parts thereof for any commercial purpose including, but not limited to, using the Game for any illegal or immoral purposes;
 - 6.2.4. export or re-export the Game or any copy or adaptation in violation of any applicable laws or regulations;
 - 6.2.5. create data or executable programs which mimic data or functionality in the Game except in the case of Permitted Modding;
 - 6.2.6. remove, disable or circumvent any copy protection software contained on or within the Game or Content; and
 - 6.2.7. use the Game or Content for any illegal or immoral purposes.
- 6.3. Notwithstanding paragraph 6.2 above you may reverse engineer, decompile or disassemble the Game only insofar as you are entitled to do so by the Copyright, Designs and Patents Act 1988 or other applicable law.
 - 6.4. All works or copies of works arising from activities permitted by paragraph 6.3 shall belong to, vest in and be the exclusive property of us upon creation, and you shall permanently delete all such works in your possession or control immediately once you have concluded those activities.
 - 6.5. We allow you to make modifications to the Game software for the purpose of making mods and tools for the Game ("**Mods**") provided you don't sell them for money or try to make money from them ("**Permitted Modding**"). If you want to make your Mods available to the Game community please let us know. Any Mods you create from scratch belong to you, but any Mods that use our code or assets will belong to, vest in, and are the exclusive property of us upon creation. If you share any Mods for people to use with their own copy of the Game, make sure you created them yourself and that it's clear they are not official.

7. LIMITED WARRANTY AND LIABILITY

- 7.1. THE GAME IS PROVIDED 'AS IS' AND ON AN 'AS AVAILABLE' BASIS WITHOUT ANY REPRESENTATION, ENDORSEMENT OR WARRANTY OF ANY KIND OTHER THAN THAT IT WILL BE OF SATISFACTORY QUALITY, AS DESCRIBED, AND FIT FOR PURPOSE.

7.2. WE DO NOT GUARANTEE THAT THE GAME WILL BE:

7.2.1. FREE OF ERRORS, VIRUSES OR BUGS OR OTHER DEFECTS;

7.2.2. THAT THE GAME OR ANY INFORMATION DISPLAYED OR DISTRIBUTED THROUGH THE GAME OR IN THE ACCOMPANYING DOCUMENTATION WILL BE ACCURATE OR COMPLETE;

7.2.3. THAT ANY DEFECTS IN THE GAME WILL BE CORRECTED; OR

7.2.4. THAT OPERATION OF THE GAME WILL BE UNINTERRUPTED.

7.3. YOU ACKNOWLEDGE THAT USE OF THE GAME OR RELIANCE ON ANY SUCH INFORMATION SHALL BE AT YOUR SOLE RISK.

7.4. NOTHING IN THIS EULA SHALL EXCLUDE OR LIMIT OUR LIABILITY FOR FRAUDULENT MISREPRESENTATIONS OR FOR DEATH OR PERSONAL INJURY RESULTING FROM OUR NEGLIGENCE OR THAT OF OUR EMPLOYEES OR AGENTS.

7.5. TO THE FULLEST EXTENT PERMISSABLE BY LAW, INCLUDING IN YOUR LOCAL JURISDICTION, WE EXCLUDE ALL OTHER LIABILITY FOR ANY LOSS OR DAMAGE, INCLUDING ANY LIABILITY OR DAMAGE TO ANY DEVICE OR COMPUTER SYSTEM (SAVE TO THE EXTENT THAT DAMAGE TO YOUR DEVICE OR OTHER DIGITAL CONTENT WHICH YOU OWN IS CAUSED BY THE APP AS A RESULT OF OUR FAILURE TO USE REASONABLE CARE AND SKILL IN WHICH CASE YOU MAY BE ENTITLED TO COMPENSATION OR WE MAY BE OBLIGED TO REPAIR YOUR DEVICE).

7.6. NOTHING IN THIS EULA SHALL LIMIT YOUR STATUTORY CONSUMER RIGHTS.

7.7. You should back-up to another secure location, on a regular basis, any data files concerning your use of the Game as we accept no liability for lost or corrupted data.

8. INDEMNITY

8.1. You must adhere to the terms of this EULA and not do anything that infringes the rights of anyone else or do anything in breach of this EULA which may give a person a claim against us.

8.2. If you breach the EULA, and we get challenged, threatened or sued by someone because of it, we may hold you responsible and that means you may have to pay us back for any damage we suffer as a result. Therefore it's important that you comply with this EULA.

8.3. You further agree that we would be irreparably damaged if the terms of the EULA were not specifically enforced, and therefore you agree that we shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of the EULA, in addition to such other remedies as we may otherwise have available to it under applicable laws.

8.4. Our licensors shall be third-party beneficiaries under this EULA and shall have the express right to enforce its provisions and to enjoy the benefits of its protections.

9. TERM AND TERMINATION

9.1. This EULA, and any licence granted by it, is effective upon your download, installation, and/or use of the Game and remains effective until terminated by either of us.

9.2. You may terminate the EULA at any time by deleting and removing all copies of the Game from your devices on which you have installed it, and destroying your copy of the Game in your possession.

9.3. The EULA and any licence granted by it will terminate automatically if you fail to abide by any term or condition of this EULA. In that event we may, at our discretion, give you notice of termination of this EULA and any licence granted by it. Upon such notice you must cease all use of the Game and immediately delete and erase all copies of the Game and all and any copies in your possession or control and stored on any media whatsoever, and on our request certify that you have done so.

9.4. The following clauses of this EULA shall survive termination: Clause 2 (Ownership of the Game and Content); Clause 7 (Limited Warranty and Liability); Clause 8 (Indemnity); Clause 9 (Term and Termination); and Clause 12 (General).

10. DATA COLLECTION AND FEEDBACK

10.1. THE PURCHASE, DOWNLOAD, INSTALLATION, AND USE OF THE GAME, AND THE USE OF OUR WEBSITE ARE ALSO SUBJECT TO OUR PRIVACY POLICY: <http://www.introversion.co.uk/introversion/legal/PrivacyPolicy.html> ("**Privacy Policy**").

10.2. The Game includes automatic feedback software which, when installed on your computer, may collect and send data to and from us concerning your use of the Game including, without limitation:

10.2.1. your computer's specification and IP address;

10.2.2. any bugs, errors or defects in the operation of the game which are detected;

10.2.3. feedback on your use of the game; and

10.2.4. the performance of the game on your computer.

10.3. If you do not want your computer to send this data to us please do not use the Game whilst connected to the Internet.

11. ONLINE SERVICE

Use of any applicable online service which may be accessed using the Game shall be subject to the terms and conditions applicable to such online service.

12. GENERAL

- 12.1. In the event that any provision of the EULA shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this EULA shall remain in full force and effect.
- 12.2. Subject to your local consumer laws: (i) in the event of any dispute between you and us regarding this EULA and/or your use of the Game, the laws of England and Wales will apply; and (ii) you agree that in the event that we are unable to settle any dispute with you informally, then any court or arbitration proceedings shall be held in England only.
- 12.3. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to consider an alternative dispute resolution provider. In addition, please note that disputes may be submitted for online resolution to the [European Commission Online Dispute Resolution](#) platform.
- 12.4. The terms of the EULA are personal to you and you are not permitted to assign, sub-license, transfer, or dispose of your rights or obligations under the EULA.
- 12.5. The Game may not be re-exported, downloaded or otherwise exported into (or to a national or resident of) any country to which this country has an embargo in force.

INTROVERSION SOFTWARE LIMITED

Winchester House,
3 Winchester Road,
Walton-on-Thames,
Surrey KT12 2RH
support@introversion.co.uk