

# End User License and Warranty Agreement

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## § 1 Limited Use License

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## § 2 Ownership

All right, title, interest and ownership rights in the Game and any copyright, design right, database right, title right, patents and any rights to inventions, know-how, trade and business names, trade secrets and trade marks (whether registered or unregistered), other intellectual property rights (together "Intellectual Property Rights"), and all copies thereof (including but not limited to any titles, computer code, themes, objects, characters, character names, stories, text, dialog, catch phrases, locations, concepts, artwork, animations, sounds, musical compositions, audio-visual effects, moral rights and any related documentation) are owned by, belong to and vest in BeamNG or its licensors. The Game is protected by the copyright laws of all countries on the Earth, international copyright treaties and conventions and other laws. All rights are asserted and reserved. The Game may contain certain licensed materials and BeamNG's licensors may act to protect their rights in the event of any violation of this Agreement. All trademarks are the property of their respective owners.

## § 3 Limitations of License

- 3.1 You are entitled to use the Game as described in § 1, but you are not entitled to:
- sell, distribute or otherwise transfer copies or reproductions of the Game to other parties in any way, nor to rent, lease or license the Game to others without the prior written consent of BeamNG; or
  - use, copy, transfer or distribute the Game or part of it other than as permitted by this Agreement;

- use, assign, rent, loan, charge or otherwise deal in the Game or any part or interest therein or under this Agreement except as expressly provided herein;
- use the Game for any illegal purposes;
- remove, disable or circumvent any proprietary notices, labels or copy protection software contained on or within the Game;
- export or re-export the Game or any copy or adaptation in violation of any applicable laws or regulations;
- in whole or in part, reverse engineer, merge, translate, disassemble or decompile the Game (Modding of the game's content files is not reverse engineering),
- otherwise use, copy, transfer or distribute the Game or part of it except as expressly permitted by this Agreement or in any manner which is inconsistent with this Agreement,
- exploit the Game or any of its parts for any commercial purpose including, but not limited to, use at a cyber or internet cafe or any other location-based site,
- without further license, use the Game, or permit the use of the Game, on more than one device at the same time (however, the Game may be installed on several devices);
- separate component parts for use. The Game is licensed to you as a single product. Some source files might be licensed differently.

A breach of the preceding obligations entails BeamNG's right to terminate this Agreement for any cause.

3.2 All rights not expressly granted herein are reserved by BeamNG.

3.3 You must back-up to another secure location, on a regular basis, any data files concerning your use of the Game as BeamNG has no liability for lost or corrupted data.

3.4 You agree to indemnify, defend and hold BeamNG and its licensors, partners, affiliates, contractors, officers, directors, employees and agents harmless from any claims, costs and expenses (including legal expenses) arising directly or indirectly from your acts and omissions to act in using the Game otherwise than in accordance with the terms of this Agreement.

## **§ 4 Transfer of License**

You may permanently transfer all of your rights under this Agreement, provided the recipient agrees to the terms of this Agreement. In case of transferral of License you agree to remove the Game from your computer.

## **§ 5 Termination**

This Agreement is effective until terminated. You may terminate the Agreement at any time by deleting and removing the Game from all your computer systems. This License will terminate automatically if you fail to abide by any of the terms and conditions. BeamNG may additionally, at its discretion, give notice to terminate this Agreement in the event that it becomes aware that you are failing to comply with the terms and conditions contained herein. In the event of termination, you must immediately destroy and erase the Game and all copies in your control and stored on any media whatsoever and on BeamNG's request certify that you have done so.

## **§ 6 Export Controls**

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 Germany or the US have an embargo in force.

## **§ 7 Indemnification**

By accepting the Agreement, you agree to indemnify and otherwise hold harmless BeamNG from any direct, indirect, incidental, special, consequential or exemplary damages arising out of, relating to, or resulting from your use of the Game or any other matter relating to the Game.

## **§ 8 Limited Warranty**

BeamNG does not warrant that the operation of the Game will be uninterrupted or error free or that errors can be corrected. The Game is provided without any warranties or guarantees save as specifically provided in these conditions and to the extent permitted by the applicable law. These warranties set out above define in full the extent of BeamNG's liability, warranties and your remedies. To the maximum extent permitted by law, BeamNG excludes liability for all representations (except those made fraudulently), warranties, conditions and other terms which but for this notice would have effect. To the maximum extent permitted by applicable law BeamNG expressly disclaims any warranty for the Game and manual(s). The game and manual(s) are provided "as is" without warranty of any kind, either express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, satisfactory quality or noninfringement.

## **§ 9 Limitation of Liability**

9.1 BeamNG and its licensors shall in any case be fully liable for intent and gross negligence as well as for damages resulting from injury to life, body or health.

9.2 In case of ordinary or slight negligence, BeamNG and its licensors shall be liable only for breaches of a material contractual obligation, i. e. of an obligation which is indispensable for the attainment of the contract purpose and which you must therefore be able to rely upon.

9.3 In case of ordinary or slight negligence, BeamNG and its licensors, to the maximum extent permitted by law:

- shall not be liable for any lack of commercial success, lost profits and indirect damages and for the risks connected with damage to property, lost data, loss of goodwill, computer, failure, errors or loss of business or other information as a result of possession, use or malfunction of the Game, even if it has been advised of the possibility of such loss
- shall not be held liable for any damage, injury or loss if caused as a result of your negligence, accident or misuse, or if the Game has been modified in any manner (not by BeamNG or its licensors) after it has been bought

9.4 Liability in accordance with § 9. 2 and § 9. 3 shall be limited to the typical, foreseeable damages.

## **§ 10 License to BeamNG and other users for User Generated Content**

10.0 User Generated content shall be defined as any kind of content that is generated by the user within or for the Game including, but not limited to replays, skins, textures, mods, lap times, leaderboard entries, etc.

10.1 If you create, transfer, share, send, submit, post or upload any User Generated Content you will still own the User Generated Content (assuming you have rights to own it) but you grant BeamNG the right to use your User Generated Content to the extent outlined below without the need of further permission or without any form of compensation. By transferring, sharing, sending, submitting, posting, uploading or making available User Generated Content on beamng.com or any of BeamNG's services, you grant BeamNG a worldwide, royalty-free, perpetual, irrevocable, non-exclusive right and fully sub-licensable license to use, copy, reproduce, distribute, publish, publicly perform, publicly display, modify, adapt, translate, archive, store the User Generated Content, and create derivative works from your User Generated Content, in any form, format or medium of any kind now known or later developed and for the entire duration of the intellectual property rights. If BeamNG sells the User Generated Content or integrates it into its software, BeamNG will compensate the creators and will conclude a separate license agreement with them. BeamNG is not obliged to use or distribute your User Generated Content.

10.2 With respect to BeamNG you waive any moral rights you might have with respect to any User Generated Content you provide to BeamNG.

10.3 The user should not setup special usage terms or license fees if the User Generated Content is distributed or advertised within the beamng.com website and services of BeamNG.

10.4 In addition, by transferring, sharing, sending, submitting, posting, uploading or making available User Generated Content on the internet, you acknowledge that other users may use, copy and archive your User Generated Content and create derivate works.

10.5 BeamNG is not responsible for enforcing any rights you may have with respect to your User Generated Content against other users. If you have a dispute with another user, you are responsible for contacting other users directly, do not contact BeamNG.

10.6 As creator of User Generated Content you are obliged to follow BeamNG's instructions to fix bugs in the User Generated Content if you want your User Generated Content to be released to the public on BeamNG's website. You may however choose at any point to remove User Generated Content from the beamng.com website. Your removal will not affect any rights of any user who has already obtained access to a copy of your User Generated Content.

10.7 The creator of User Generated Content is responsible to keep the User Generated Content up-to-date with any features of the Game. BeamNG reserves the right to modify the Game, which may result in User Generated Content not working anymore. It is not in BeamNG's responsibility to fix User Generated Content.

10.8 BeamNG reserves the right to modify, reupload, change or take down the User Generated Content without further notice and without reason.

10.9 You are responsible for the User Generated Content that you uploaded and warrant that the same does not infringe third parties' intellectual property or other rights and that the User Generated Content does not violate any laws in any country. You agree to indemnify defend and hold BeamNG harmless from any claims, costs or expenses (including legal expenses) arising from a violation of this clause.

## **§ 11 Equitable Remedies**

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

## **§ 12 Chat System**

The Game's chat system is not monitored or moderated. BeamNG is not responsible for any text/content distributed within.

## **§ 13 Miscellaneous**

The Agreement constitutes the entire agreement between you and BeamNG regarding the Game. BeamNG is entitled to change the Agreement with effect for a future date. BeamNG will only carry out these changes for an important reason; in particular based on new technical developments, expanding our services, changes in legislation or jurisprudence or other equivalent reasons. Should the change significantly distort the contractual balance between the parties, the change will not take place. In all other cases, changes require your approval. You agree to be informed about changes to the Agreement when you log in to the relevant games platform or via ingame messages or by e-mail to your most recently notified e-mail address. The Agreement is considered accepted if you do not object to them in writing or in text form (e. g. by e-mail or fax) within eight weeks after receipt. ("Objection Deadline"). When notifying any changes, we will draw specific attention to this option. We advise you to direct any objection to us in writing or by e-mail for the preservation of evidence. In the latter instance, it is recommended to provide the name of both the Game and your own name in the subject line. If you do not object to the changed Agreement towards us within the Objection Deadline or you continue to use the Game despite access to the notification concerning changes, the changed or supplementary Agreement becomes effective. If you object within the deadline, both you and BeamNG are entitled to duly terminate the Agreement and after the expiry of a possible notice period, to delete the account. Any fees paid in advance shall not be refunded. When notifying changes, we will always explicitly point out the possibility of objection and termination as well as the period of notice and the legal consequences in particular where an objection does not take place.

## **§ 14 Applicable Law**

To the maximum extent permitted by the local law applicable in the country in which you obtain or use them, this Agreement is subject to German Law. The courts of Hamburg, Germany have exclusive jurisdiction over disputes arising from this Agreement.

## **Contact**

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