

## **LICENCE TO USE THE MULTIMEDIA PRODUCT**

PLEASE CAREFULLY READ THIS LICENCE (THE "**LICENCE**") BETWEEN YOU (THE "**USER**") AND THE COMPANY BIGBEN INTERACTIVE SA ("**BIGBEN INTERACTIVE**") BEFORE DOWNLOADING OR USING THE GAME IN ANY MANNER WHATSOEVER, INCLUDING THE SOFTWARE, ITS DOCUMENTATION, OR ANY OTHER DIGITAL MEDIA, AND ANY OTHER RELEVANT ELEMENTS RELATING TO THE GAME (TOGETHER CALLED THE "**MULTIMEDIA PRODUCT**").

**BY CHECKING THE BOX "I ACCEPT" (CLICKWRAP), AS WELL AS THE DOWNLOADING AND/OR USE IN ANY MANNER OF THE MULTIMEDIA PRODUCT, SHALL BE DEEMED TO CONSTITUTE ACCEPTANCE BY THE USER OF THE LICENCE.** IF THE USER SHOULD REFUSE THE TERMS OF THE LICENCE, HE IS EXPRESSLY FORBIDDEN FROM DOWNLOADING AND/OR USING THE MULTIMEDIA PRODUCT IN ANY MANNER WHATSOEVER.

THE PROVISIONS AND TERMS OF THE PRESENT LICENCE ARE WITHOUT PREJUDICE TO ANY APPLICABLE LEGISLATION GOVERNING USE WHICH CONFERS SPECIFIC RIGHTS ON THE USER.

### **1. The Licence**

Bigben Interactive grants the User a non-exclusive and non-transferable Licence to use the Multimedia Product, to download and use the Multimedia Product for an unlimited time frame, for strictly private use and in compliance with the terms herein. In no case shall the Multimedia Product be deemed to have been sold to the User.

### **2. Ownership of the Multimedia Product**

The Multimedia Product is licensed and not sold to the User, and said Product remains the sole property of Bigben Interactive. In no way shall it be deemed to constitute transfer to the User of intellectual property rights relating to the Multimedia Product.

The User acknowledges that all rights relating to the Multimedia Product and its constituent parts (including title, programming code, themes, characters, character names, storylines, stories, dialogue, locations, concepts, images, photographs, animation, videos, music and text incorporated in the Multimedia Product), including any rights relating to brands, patents, images, models, *sui generis* right to the databases, copyright, know-how, commercial secret and all related claims are the exclusive property of Bigben Interactive (and/or its licensors) and are protected by French legislation or other international laws, treaties and international agreements relating to intellectual property.

### **3. Use of the Multimedia Product**

The User is authorised to use the Multimedia Product in accordance with the instructions provided therein. The Licence is granted solely for private use, and not for commercial use.

In particular it is not permitted, subject to any mandatory provisions of applicable law (and in particular article L.122-6-1 of the French Intellectual Property Code):

- 1 To make copies of the Multimedia Product and in particular the software included with it (with the exception of a backup copy when this should be required to preserve use of the software);
- 2 To operate the Multimedia Product or any of its constituent parts commercially, in any form whatsoever (sale, cession, rental, licence, lease, etc.);
- 3 To make any use of the Multimedia Product contrary to morality or the laws in force;
- 4 To modify the Multimedia Product or any of its constituent parts or create any derivative work;
- 5 To modify, render ineffective or remove the copy protection of the Multimedia Product and its constituent parts and of any related digital rights management systems;
- 6 To have any errors, faults and bugs of the software of the Multimedia Product corrected, either by the User or by a third-party chosen by the User;
- 7 To make available or transmit the Multimedia Product or any of its constituent parts, by any means and in particular through an electronic communication network (such as but not limited to telephone, Internet, set top box, connected television);
- 8 To decompile, reverse-engineer or disassemble the Multimedia Product, even for the purpose of rendering it interoperable.

The User may not transfer, sell, resell, sub-licence, rent or make available in any way whatsoever the Multimedia Product that he has acquired by download from an electronic communication network, nor any of its constituent parts (including, if applicable, the activation code associated with the Multimedia Product).

#### **4. Updates**

Bigben Interactive has no obligation to provide the User with updates, upgrades or new versions (hereafter, the "**Updates**") of the Multimedia Product software. Nonetheless, in the event that Bigben Interactive should make an Update available to the User, the latter must be in possession of a valid licence for the previous version in order to enjoy use of the Update, which shall be provided under the conditions of the present Licence.

#### **5. Effective date - Termination of the Licence**

The Licence shall enter into force as from the first use of the Multimedia Product.

It shall be automatically terminated ipso jure by Bigben Interactive without prior notice in the event of a serious breach of any of the obligations or a breach of any of the essential obligations of the terms and conditions of the Licence by the User. It shall be automatically terminated ipso jure by the User, in the event of the destruction and/or uninstallation by the User of the Multimedia Product and all of its constituent parts.

#### **6. Warranty**

**6.1 Commercial warranty.** Bigben Interactive has used all of its expertise in interactive leisure software in producing this Multimedia Product to guarantee the User entire satisfaction and numerous hours of entertainment.

If nonetheless, within ninety (90) days of the date of purchase of the Multimedia Product, this should prove to be, under normal conditions of use, defective or non-compliant with the functional and technical characteristics described in the instructions provided, Bigben Interactive agrees to replace the Multimedia Product free of charge if it is available (or, if not, to reimburse the full cost of purchase), under the conditions defined hereafter.

So that the copy of the defective Multimedia Product may be replaced (or, if applicable, reimbursed), the User must:

- 1) Contact the technical support staff of Bigben Interactive. After briefly describing the fault in the Multimedia Product, Bigben Interactive shall confirm if it may indeed indicate a fault.
- 2) If Bigben Interactive should make such confirmation, Bigben Interactive shall authorise the User to download, at no additional cost, a new copy of the Multimedia Product (or, if necessary, shall send the User a new physical copy of the Multimedia Product, or shall reimburse the cost of purchase as quickly as possible).

Bigben Interactive reserves the right to terminate the activation code associated with the Multimedia Product in the event that the latter should be returned by the User under the above conditions.

**6.2 Legal guarantees.** Independently of the commercial warranty granted above, the User is reminded that the seller of the Multimedia Product remains liable for the applicable legal guarantees, and in particular, for Users residing in France and its dominions, for lack of conformity of the item that is the subject of the contract and for any latent or hidden defects under the terms of articles 1641 to 1649 of the French Civil Code. The details of these guarantees are provided in [Annex 1](#).

#### **7. Warranty Limitation**

**THE MULTIMEDIA PRODUCT IS PROVIDED "AS IS" AND WITHOUT ANY GUARANTEE OTHER THAN THAT STATED IN ARTICLE 6 OF THE LICENCE.** In particular, Bigben Interactive does not guarantee the continuous operation or the flawless operation of the Multimedia Product or the correction of errors.

The User expressly acknowledges that he shall be fully liable for any Use of the Multimedia Product that does not conform to the usage instructions. Henceforth, if the fault or non-conformity observed by the User should result from improper use, or in the case of force majeure, Bigben Interactive shall not be bound by any of the guaranties stated in Article 6.

As a result, and within the limits of applicable law, Bigben Interactive expressly excludes any and all guarantees relating to the market value of the Multimedia Product, to User satisfaction, to its adaptation for a particular use or to the absence of infringement.

Some legislation does not permit limitation of the above-mentioned warranty. In this case, said limitation may not apply to the User.

## **8. Liability**

In no event shall Bigben Interactive be held liable for any direct, indirect, accidental, special, incidental or other damages resulting from (1) the use or impossibility of use of the Multimedia Product, (2) the inadequate use or malfunction of the Multimedia Product, (3) the loss or alteration of any data or information, and/or (4) the loss of any revenue or business resulting from the possession or use of the Multimedia Product, and this even if Bigben Interactive has been informed of the possibility of such prejudice.

Bigben Interactive in particular is not liable for any use of the Multimedia Product that does not conform to the precautions stated in the usage instructions.

The User is responsible for all costs associated with the repair and/or correction of the Multimedia Product, as well as all risks connected to loss of profits, loss or alteration of data, errors, loss of commercial information or other resulting from possession of the Multimedia Product or its use.

In all circumstances, Bigben Interactive's liability cannot exceed the purchase price of the Multimedia Product.

Some legislation does not permit the waiving of liability in the event of direct or incidental damages. In this case, said waiver may not apply to the User.

## **9. Jurisdiction and Applicable Law**

The Licence is governed by French law. In the event of dispute linked to the constitution, interpretation, execution or termination of the Licence, the French courts deemed appropriate in accordance with French law shall have jurisdiction, even in the case of urgency or multiple defenders.

### **Annex 1: Legal Guarantees**

Article L.211-4 of the Consumer Code: "The seller is required to deliver a product which conforms to the contract and is held liable for any lack of conformity. He is also held liable for any lack of conformity caused by the packaging or the assembly instructions, or the installation if he assumed responsibility therefor or had it carried out under his responsibility."

Article L.211-5 of the Consumer Code: "To conform to the contract, the product must: 1° Be suitable for the purpose usually associated with such a product and, if applicable: - correspond to the description given by the seller and have the features that the seller presented to the buyer in the form of a sample or model; - have the features that a buyer might reasonably expect it to have considering the public statements made by the seller, the producer or his representative, including advertising and labelling; 2° Or have the features defined by mutual agreement between the parties or be suitable for any special requirement of the buyer which was made known to the seller and to which the latter agreed."

Article L.211-12 of the Consumer Code: "Proceedings resulting from lack of conformity lapse two years after delivery of the product."

Article 1641 of the Civil Code: "The seller is bound to a warranty in the event of latent defects in the item sold which render it unfit for the use for which it was intended, or which so impair that use that the buyer would not have acquired it, or would only have given a lesser price for it, had he known of them."

Article 1648 Paragraph 1: "Any proceedings resulting from latent or hidden defects must be brought by the buyer within a period of two years following the discovery of the defect."