

## **MULTIMEDIA PRODUCT USER LICENCE**

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**TICKING THE BOX "I ACCEPT" (CLICK-WRAP) AND STARTING TO DOWNLOAD AND/OR USE THE MULTIMEDIA PRODUCT IN ANY WAY CONSTITUTES ACCEPTANCE OF THE LICENCE BY THE USER.** If the USER REFUSES THE TERMS OF THE LICENCE, THEY CANNOT DOWNLOAD AND/OR USE THE MULTIMEDIA PRODUCT IN ANY WAY.

THE PROVISIONS OF THIS LICENCE ARE STIPULATED SUBJECT TO THE MANDATORY PROVISIONS OF APPLICABLE LAW, WHICH MAY GIVE THE USER SPECIFIC RIGHTS.

### **1. The Licence**

Bigben Interactive grants the User a non-exclusive and non-transferable Licence to use the Multimedia Product, allowing them to download and use the Multimedia Product for the duration of legal copyright protection, worldwide, for strictly private use and in accordance with the terms in this document. The Multimedia Product is in no way sold to the User.

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

The Licence does not grant any right or ownership over the Multimedia Product, which remains the sole property of Bigben Interactive. There is therefore no transfer of the Multimedia Product's intellectual property rights to the User in any way whatsoever.

The User recognises that all rights relating to the Multimedia Product and its elements (including titles, computer codes, themes, characters, character names, plots, stories, dialogues, places, concepts, images, photographs, animations, videos, music and text included in the Multimedia Product), including possible trademark rights, patents, designs, models, *sui generis* rights on databases, copyrights, expertise, trade secrets and all related requests, are the exclusive property of Bigben Interactive (or its licensees) and are protected by French regulations and other international laws, treaties and agreements relating to intellectual and industrial property.

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

The User is authorised to use the Multimedia Product in accordance with the instructions provided with the product. The Licence is granted for strictly personal and non-commercial use only.

The following is expressly prohibited, subject to the mandatory provisions of applicable law (and especially article L.122-6-1 of the French Intellectual Property Code) and/or subject to authorisation from Bigben Interactive (or its licensees):

- 1 Making copies of the Multimedia Product, especially the software it contains (except for making a save copy when it is required for maintaining use of the software);
- 2 Commercially exploiting the Multimedia Product or of any of its constituent elements, in any form whatsoever (sale, transfer, rental, licensing, lease, etc.);
- 3 Using the Multimedia Product in a way that is contrary to public decency or the laws in force;
- 4 Modifying the Multimedia Product or any of its constituent elements, or creating any other derived work;
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- 6 Correcting potential errors, anomalies and bugs of the Multimedia Product's software by the User or by a third party chosen by the User;
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The User cannot transfer, sell, resell, sub-license, rent or make available in any way the Multimedia Product they have acquired, by any means whatsoever (including via download on an electronic communications network), or any of its constituent elements (including the activation code for the Multimedia Product if applicable).

#### **4. Updates**

Bigben Interactive is not required to provide the User with updates, upgrades or new versions (hereinafter "**Updates**") of the Multimedia Product software. However, in circumstances where Bigben Interactive does provide an Update to the User, the User must be in possession of a valid licence for the previous version to be able to use the Update, which will be provided according to the terms of this Licence. The User also acknowledges that Bigben Interactive reserves the right to stop or reduce support for old versions, gradually or otherwise. The User therefore agrees to download and use any Update provided to fully benefit from the warranties made by Bigben Interactive.

#### **5. Entry into force - Termination of the Licence**

The Licence enters into force as soon as the Multimedia Product is first used.

It is automatically and rightfully terminated by Bigben Interactive without notification if the User commits a serious breach of any of the Licence's obligations or a breach of any obligations essential to the terms and conditions of the Licence. It is automatically and rightfully terminated by the User if the User destroys and/or uninstalls the Multimedia Product and all its constituent elements.

#### **6. Warranties**

**6.1 Commercial warranty.** Bigben Interactive has used all its expertise in interactive entertainment to guarantee that this Multimedia Product will provide the user with complete satisfaction and many hours of entertainment.

However, if the Multimedia Product, under normal usage conditions, is found to be defective or non-compliant with the functional and technical characteristics described in the instructions within ninety (90) days of the date of purchase, Bigben Interactive agrees to replace the Multimedia Product for free if it is available (or to provide a full refund at the purchase value if not), according to the terms and conditions below.

For the defective copy of the Multimedia Product to be replaced (or refunded if applicable), the User must:

- 1) Contact Bigben Interactive technical support. After briefly describing the problem with the Multimedia Product, Bigben Interactive will confirm whether the product is defective.
- 2) If confirmation is provided by Bigben Interactive, Bigben Interactive will allow the User to download a new copy of the Multimedia Product at no extra cost (or, if applicable, send a new physical copy of the Multimedia Product or refund its purchase price as soon as possible).

Bigben Interactive reserves the right to delete the activation code associated with the Multimedia Product if the code is returned by the User according to the terms above.

**6.2 Legal warranties.** Irrespective of the commercial warranty above, the User is reminded that the seller of the Multimedia Product remains bound by applicable legal warranties and, especially for Users residing in the French territory, by lack of conformity of the goods with the contract and latent defects under the terms of Article L.211-4 et seq. of the Consumer Code, and of Articles 1641 to 1649 of the Civil Code, respectively. Details of these warranties are provided in [Appendix 1](#).

#### **7. Limited warranty**

**THE MULTIMEDIA PRODUCT IS PROVIDED AS IS AND WITHOUT WARRANTY OTHER THAN THAT DEFINED IN ARTICLE 6 OF THE LICENCE.** In particular, Bigben Interactive does not guarantee continuous or error-free operation of the Multimedia Product or error correction.

The User expressly acknowledges that any Use of the Multimedia Product that does not conform with the instructions for use and minimum recommended specifications in the latest version available is at their own risk and peril. Therefore, if the defect or non-compliance found by the User results from this improper use or from a case of force majeure, none of the guarantees defined in Article 6 of the Licence will be due by Bigben Interactive.

Within the limits imposed by applicable law, Bigben Interactive therefore excludes any guarantee relating to the market value of the Multimedia Product, to the User's satisfaction, to its suitability for a particular purpose or to non-infringement.

## **8. Liability**

Under no circumstances can Bigben Interactive be held liable for any indirect, accidental, special, incidental or other harm caused by (1) use of or inability to use the Multimedia Product, (2) improper use or poor operation of the Multimedia Product or an unsupported older version, (3) loss or alteration of any data or information, and/or (4) loss of any income or business resulting from possession or use of the Multimedia product, even if Bigben Interactive has been notified of the possibility of such harm.

In particular, Bigben Interactive declines all liability related to use of the Multimedia Product in a way that disregards the precautions stated in the instructions for use.

The User assumes all repair and/or correction costs for the Multimedia Product as well as all risks related to loss of profits, loss or alteration of data, errors, loss of commercial information or any other loss resulting from owning or using the Multimedia Product.

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

## **9. User-generated content**

The Multimedia Product allows the User to create content and to share it with third parties. For this reason, the User agrees to respect all applicable laws and regulations.

In particular, the User agrees that the generated content shall not, in whole or in part:

- Violate any applicable law or regulation;
- Encourage or glorify violence. In particular, the content shall not depict gratuitous scenes of violence, torture or mutilation;
- Depict sexual content, explicit or otherwise, or content designed to provoke sexual arousal. The content shall not depict, encourage or glorify violence, suffering or humiliation in a sexual context. The content shall not under any circumstances depict minors in a sexualised context;
- Depict minors in a violent or abusive context;
- Encourage or glorify, explicitly or implicitly, the use of drugs, alcohol or tobacco;
- Encourage, tolerate or promote racial, ethnic, gender, religious or national stereotypes, or stereotypes related to physical attributes, or to physical or mental disabilities.
- Encourage, tolerate or promote intolerance, discrimination or prejudice against people because of their race, ethnic group, nationality, gender, disabilities, physical attributes, religion, age or sexual orientation;
- Make negative or disrespectful use of religious symbols, beliefs, texts or places of worship;
- Cause offence to a person or entity. The content shall not include insults, obscenities, vulgarities, harassment, or any other type of attack against a person or entity. The content shall not violate any person's rights, especially their right to privacy;
- Include false, misleading or defamatory information;
- Promote third parties;

- Include content that is defamatory or disparaging against Bigben Interactive, or designed to jeopardise its reputation or goodwill;
- Suggest that the content is approved or endorsed by Bigben Interactive.

Bigben Interactive reserves the right to remove all User-generated content that does not respect the above rules.

#### **10. Applicable law – Jurisdiction**

The Licence is subject to French law, excluding any conflict-of-law rules. In the event of any dispute relating to the creation, interpretation, execution or termination of the Licence, competent French courts under French law will have sole jurisdiction, even in case of urgency or multiple defendants.

## **Appendix 1: Legal warranties**

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

Article L.211-5 of the French 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 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 which the latter agreed to."

Article L.211-8 of the French Consumer Code: "The buyer is entitled to demand that the product conform to the contract. The buyer may nevertheless not contest its conformity by invoking a defect that the buyer was aware of, or could not have been unaware of, when the buyer entered into the contract. The same shall apply when the defect originates from materials the buyer has supplied themselves."

Article L.211-9 of the French Consumer Code: "In the event of lack of conformity, the buyer shall choose between repair and replacement of the product. The seller may nevertheless elect not to proceed in accordance with the buyer's choice if that choice gives rise to a manifestly disproportionate cost compared with the other option given the value of the product or the seriousness of the defect. The seller is then required to proceed with the option not chosen by the buyer, unless this proves impossible."

Article L.211-10 of the French Consumer Code: "If neither repair nor replacement of the product is possible, the buyer may return the product and obtain reimbursement of the price or keep the product and obtain reimbursement of a portion of the price. The buyer has the same option: 1. If the solution requested, proposed or agreed pursuant to Article L. 211-9 cannot be implemented within one month of the buyer making their claim; 2. Or if that solution cannot be implemented without major inconvenience for the buyer given the nature of the product and the buyer's intended use. The sale shall not be cancelled, however, if the lack of conformity is minor."

Article L.211-11 of the French Consumer Code: "The provisions of Articles L. 211-9 and L. 211-10 shall be applied at no cost to the buyer. Those same provisions shall not impede the awarding of damages."

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

Article 1641 of the French Civil Code: "The seller is bound to a warranty against hidden defects in the item sold that render it unfit for its intended use, or that so impair its use that the buyer would not have bought it, or would only have given a lesser price for it if they had known of the defects."

Article 1643: "The seller is liable for hidden vices even though they did not know of them, unless the seller has stipulated that they would not be bound to any warranty."

Article 1644 of the French Civil Code: "Under Articles 1641 and 1643, the buyer has the choice either to return the item and to have the price returned to them or to keep the item and have a part of the price returned to them."

Article 1648 line 1: "An action resulting from redhibitory defects must be brought by the buyer within two years from the discovery of the vice."