

CURVE DIGITAL END USER SOFTWARE LICENSE AGREEMENT (“EULA”)

IMPORTANT - READ CAREFULLY BEFORE INSTALLING ‘FOR THE KING’ (the “Game”)

By installing, copying, and/or otherwise using the Game you agree to be bound by the terms of this EULA.

The game (which includes the computer software program, the associated media (if applicable), any software associated with the online mode of the game (and subject to any additional terms of use applicable to such online mode and related documentation in printed or electronic form) is licensed to you on the terms set forth below, which constitutes a legal agreement between you and Curve Digital Limited a company registered in England and Wales with company no 07669603 and address at 3rd Floor, 63 Gee Street, London EC1V 3RS. ("Curve").

If you do not agree to the terms of this agreement, you are not authorized to use the Game and you should not install the game.

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If you have purchased a packaged product version of the game you should return the game (including the disc, packaging and documentation) with proof of purchase to the vendor from which you obtained the game and request a refund within a reasonable time. Without prejudice to your statutory rights which are not affected, all or a proportion of the refund may be withheld if such disc, packaging or documentation has been damaged in any way.

Digital Copy

If you agree to the terms set out in this agreement select “ACCEPT” to confirm your acceptance to these terms and your understanding of the conditions of use of the Game.

If you do not agree to the terms set out in this agreement select “DECLINE” and a licence will not be granted to you by Curve in respect of the Game and you will not be able to play the Game.

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Where the Game has been installed by use of an activation key or registration code (“Activation Key”) and/or to access any on-line or multiplayer game play, this Activation Key cannot be reproduced or replaced. Lost, stolen or damaged Activation keys cannot be replaced and no refunds or replacement copies of the Game will be provided in such case.

License

The Game is protected by the copyright laws of England, international copyright treaties and conventions and other laws. The Game is licensed, and not sold, and this EULA confers no title or ownership to the Game or any copy thereof.

Curve grants you the non-exclusive, limited right and license to install and use one copy of the Game solely for your personal use and/or as may be made as permitted under the Steam[®] Subscriber Agreement or other digital store terms from which the Game is purchased.

You may permanently transfer all of your rights and obligations under this EULA to another person for non-commercial use by physically transferring the original Game (e.g. the disc you purchased if applicable) all original packaging and all manuals or other documentation distributed with the Game provided that you permanently delete all copies and installations of the Game in your possession or control and that the recipient agrees to the terms of this EULA. Upon such transfer, the licence granted to you under this EULA shall automatically and immediately terminate.

Ownership

All intellectual property rights in and to the Game (including but not limited to video, audio, computer code, themes, derivative works, titles, objects, characters, character names, stories, dialogs, catch phrases, locations, concepts, artwork, graphics, animation, sounds, musical compositions, audio-visual effects, text, screen displays, methods of operation) and title to any and all copies thereof are owned by Curve or its licensors, and you receive no right or interest therein other than the limited license to install and use the Game as permitted in this EULA.

Restrictions

You agree to abide by the terms of this EULA and agree that you will not:

- copy the Game except as permitted under this licence and the Steam[®] Subscriber Agreement or other digital store terms from which the Game is purchased
- make any commercial use or exploitation of the Game in any manner whatsoever
- use the Game, or permit use of the Game, in a network, multi-user arrangement or remote access arrangement, including any online use except as otherwise allowed as a non-commercial private feature of the Game and/or explicitly permitted by Curve
- sell, rent, lease, license, distribute, upload or otherwise transfer or make available to any other person the Game, in whole or in part, or use the Game or any part thereof in any commercial context, including but not limited to using in a service bureau, "cyber cafe", computer gaming centre, e-sports event or any other commercial location in which multiple users may access the Game without the express prior written consent of Curve
- remove, disable or circumvent any security protections or any technical measures that control access to the Game and/or are designed to prevent or inhibit the infringement of any copyright or other intellectual property right in the Game
- except as the applicable law expressly permits, to reverse engineer, derive source code, modify, decompile, disassemble, or create derivative works based on the whole or any part of the Game and where applicable law expressly permits any such acts, and any lawful modifications, adaptations and improvements, any and all intellectual property rights (including copyright) therein shall be deemed assigned to and shall belong to, vest in and be the exclusive property of Curve and/or its licensors on creation to the maximum extent permitted by law and you hereby waive all or any moral rights in such creations
- create data or executable programmes that mimic data or functionality in the Game
- export or re-export the Game or any copy or adaptation in violation of any applicable laws or regulations

Multiplayer

This Game may allow services operated by Curve and/or its affiliates or third parties authorised on their behalf to be accessed which allow users of the Game to enjoy certain on-line or multiplayer features and functionality associated with the Game (“Online Features”). An internet connection will be required to access Online Features.

Curve may revoke your access to some or all of the Online Features if you violate or assist others in engaging in any of the following:

- Create, use, offer, advertise, make available and/or distribute any so called “cheats” that influence and/or facilitate gameplay, including exploits of any in-game bugs, and thereby grant you and/or any other user an advantage over other players not using such methods
- Create, use, offer, advertise, make available and/or distribute any so called “hack” that accesses or modifies the Online Features and/or the Game in a manner not expressly authorised by Curve
- Create, use, offer, advertise, make available and/or distribute any code or software not expressly authorized by Curve, that can be used in connection with the Online Features, the Game, and/or any component or feature thereof which changes and/or facilitates the gameplay

Updates

From time to time Curve may provide updates, patches and other modifications to the Game that must be installed for the user to continue to play the Game properly or at all. Curve may update, patch or modify the Game remotely and access the Game residing on your device for such purpose, and you hereby grant to Curve the right to deploy and apply such, updates, patches and modifications. All provisions of this agreement that refer to ‘Game’ shall also include such patches, updates and modifications.

Analytics

Curve sometimes collects data relating to how you play the Game, including what actions you take or selections you make, how long you play for and the performance of Curve’s online systems when you connect to the Game online. This data is anonymised and is only kept for a reasonable period for analysis. By installing the Game you are giving your consent to Curve to collect this data.

Limited Warranty

If you purchased the Game on a physical medium (such as a disc) Curve warrants to the original consumer purchaser of this Game that the physical medium on which the Game is recorded will under normal use and conditions be free from material defects in materials and workmanship for a period of ninety (90) days from the date of purchase. The entire liability of Curve under this limited warranty will be, at Curve’s sole option, either (a) refund of the purchase price paid for the Game ; or (b) to repair or, at Curve’s option, to replace free of charge the Game that does not meet this limited warranty provided the following procedures and conditions are observed. All claims under this limited warranty must be made by returning the original physical medium in its original condition and packaging to the point of purchase, together with a copy of the original sales receipt or other dated proof of purchase, a statement describing the defects and a return). Where this is not possible for any reason (and provided it is within the period of 90 days from the date of purchase) the defective medium should be returned to Curve at Curve Digital, 3rd Floor, 63 Gee Street, London EC1V 3RS.

In the event that the Game is no longer available, Curve retains the right to substitute a similar program of equal or greater value. This warranty is limited to the recording medium containing the Game as originally provided by Curve and is not applicable and shall be void if the defect has arisen through abuse, mistreatment, or neglect. Any implied warranties prescribed by statute are expressly limited to the 90-day period described above.

Any replacement Game/software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

This limited warranty is in addition to, and does not affect, those of your statutory rights which cannot be excluded or limited in any way under applicable law.

Exclusions and Limitations

The Game is provided 'as is' and this warranty is in lieu of all other warranties, whether oral or written, express or implied, including any warranty of merchantability, satisfactory quality, fitness for a particular purpose or non-infringement, and no other representations or claims of any kind shall be binding on or obligate Curve and with regard to the Game and each and every part thereof, without prejudice to the generality of the foregoing, Curve does not warrant that the Game is error-free or that it will operate without interruption, nor that Curve will repair any errors in the Game. Curve further does not warrant that the Game will operate on all types of device and you should check the minimum technical specifications before purchase.

To the maximum extent permitted by applicable law:

- in no event shall Curve or its licensors be liable for any damages whatsoever (including, but not limited to, direct, indirect, incidental or consequential damages for loss of profits, business interruption, loss of information, or any pecuniary loss) arising out of the use of or inability to use the Game, even if Curve has been advised of the possibility of such damages
- the maximum aggregate liability of Curve and its licensors under or in relation to this EULA or the use or attempted use of this Game shall be limited to the amount actually paid by you for the Game

Nothing in this EULA shall limit or exclude Curve's liability to you in negligence for death or personal injury, to the extent such exclusion or limitation is unlawful, unenforceable or void under any applicable law.

Some jurisdictions do not permit the warranty disclaimers or limitations on liability set forth in this EULA. Nothing in this EULA shall affect your statutory rights as a consumer which under the applicable law are not capable of exclusion or limitation. These statutory rights may vary from state/jurisdiction to state/jurisdiction.

Termination

Without prejudice to any other rights of Curve, the license granted herein shall remain in effect for as long as you use, operate or run the Game. This EULA (and the license) will terminate automatically if you fail to comply with its terms and conditions. In such event, you must uninstall and destroy all copies of the Game and all of its component parts.

You may also terminate this EULA (and the licence) at any time by destroying the Game and uninstalling it from your computer(s) or other applicable hardware. The sections entitled 'Ownership', 'Restrictions', and 'Exclusions and Limitations', 'Termination', 'Injunction', 'Indemnity' and 'Miscellaneous' shall survive any termination of this Agreement.

Injunction

As Curve would be irreparably damaged if the terms of this EULA were not specifically enforced, you agree that Curve shall be entitled, without bond or other security or proof of damages, to take such action as may be required, including without limitation seeking an injunction and other equitable remedies, in addition to any other remedies available to Curve under law.

Indemnity

You agree to indemnify, defend and hold harmless Curve, its partners, affiliates, contractors, licensors, officers, directors, employee and agents from all claims, damages, costs and expenses (including reasonable legal fees) arising directly or indirectly from your acts or omissions in connection with using the Game or any breach by you of the terms of this EULA.

Miscellaneous

This EULA represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations between them. It may be amended only by a writing executed by both parties. If any provision of this EULA is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the remaining provisions of this EULA shall not be affected. This EULA shall be governed by and construed in accordance with the laws of England and you consent to the exclusive jurisdiction of the courts of England.

If you have any questions concerning this EULA, you may contact Curve at:

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