

STEALTH BASTARD DELUXE END USER LICENCE AGREEMENT

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply "Stealth Bastard Deluxe" software (the "Game") to you. Please read these terms and conditions carefully before playing the Game. You should understand that by playing the Game you agree to be bound by these terms and conditions without modification (unless modified in accordance with these terms and conditions).

You should print a copy of these terms and conditions for future reference.

By installing or playing the Game, you agree to accept these terms and conditions and be bound by them. If you do not accept any or all of these terms and conditions, do not install or play the Game. Please understand that if you refuse to accept these terms and conditions, you will not be able to play the Game.

1 INFORMATION ABOUT US

- 1.1 We are Curve Studios Limited, a limited company registered in England and Wales under company number 04722748 and with our registered office at; 4th floor, 9 Dallington Street, Clerkenwell, London EC1V 0BQ ("Curve"). Our VAT number is GB 858491459.

2 YOUR STATUS AND WARRANTIES

- 2.1 By playing the Game, you warrant that:

- 2.1.1 You are legally capable of entering into binding contracts;
- 2.1.2 You shall not use the Game (or any part thereof) for commercial purposes, illegally or in contravention of these terms and conditions;
- 2.1.3 You shall not use the Game in any manner which harms us or our affiliates, distributors, partners, suppliers, service providers and or customers (including but not limited to the sending of unsolicited bulk emails);
- 2.1.4 You will not intentionally cause a disruption to the provision of our provision of the Game or any related services;
- 2.1.5 You shall not allow a third party to play the Game without having accepted these terms and conditions;
- 2.1.6 All information provided by you to us is complete and accurate;
- 2.1.7 You are solely responsible for the security and use of any user names or passwords needed to access or use the Game. You further warrant that you will take all reasonable steps to ensure that these user names and passwords are kept confidential and secure and you do not allow any unauthorised person to access the Game using your user name or password;
- 2.1.8 You shall not send, receive, upload, download, store, use, distribute or publish any material that is offensive, abusive, indecent, defamatory, obscene or in breach of any other person's intellectual property rights or breaches any obligation of confidentiality by which you are bound;
- 2.1.9 You shall not use or transmit any material that contains software viruses or any other computer codes, file or programs designed to

interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, including but not limited to the Game.

3 THE GAME

- 3.1 Prior to playing the Game you should read and fully understand the rules and instructions of that Game, and you hereby confirm that you will strictly abide by them.
- 3.2 Our Game is designed for use via a personal computer with the minimum specification set out at <http://www.stealthbastard.com>. It is your responsibility to ensure that the personal computer complies with the minimum specification and we shall have no liability to you whatsoever, if your use of the Game is delayed hindered or otherwise prejudiced due to such personal computer being incompatible with our site and not complying with the Minimum Specification.
- 3.3 We reserve the right, at our sole discretion, to restrict or limit access to the Game.

4 INTELLECTUAL PROPERTY RIGHTS

- 4.1 We are the owner or the licensee of all copyright, trade marks and other intellectual property rights associated with the Game (including the software in the Game). Those works are protected by copyright laws and treaties around the World. All such rights are reserved. You do not have ownership rights to any software or other content made available or accessible by the Game, unless otherwise expressly agreed, notwithstanding how such software and or content is used or downloaded.
- 4.2 You may not download, copy, modify, disassemble, decompile, reverse engineer or create derivative works, publish, transmit, sell or attempt to sell or transfer, or otherwise use or exploit the Game or any related software (including but not limited to illustration, photographs, video or audio sequences or any graphics) for commercial purposes or otherwise, unless permitted to do so by these terms and conditions

5 LICENCE TO PRODUCE GAME LEVELS

- 5.1 You are permitted to produce and develop additional levels for the Game using and Level Editor and share these with other legitimate users of the Game by uploading these to our central-server for use by other users of the Game. Your personal user ID will be included for each level that you upload. When creating a new level, please note the following:
 - 5.1.1 You may only use the level editor for the purpose of developing additional levels of the Game;
 - 5.1.2 You may not commercially exploit the level editor or any additional levels or other materials you may create for the without Curve's express permission;
 - 5.1.3 You may only use the Level Editor to create additional levels of the Game;

- 5.1.4 You hereby grant Curve a world-wide, perpetual, transferable and sub-licensable, exclusive licence to use, copy, modify, display, publish or otherwise exploit or use, in all media (current or future) any additional level or other material you may create in connection with the Game, as Curve so wishes, be it for free, or commercial, distribution or exploitation;
 - 5.1.5 You authorise Curve and our affiliates or licensees, without payment to you, to licence, sell and otherwise commercially exploit any Game levels or other Game materials you create.
 - 5.1.6 By posting any Game level or other Game material you warrant that you have all necessary rights to post that materials and grant the rights to Curve set out in this paragraph and elsewhere in this licence agreement.
- 5.2 Further, you agree that you will not create, transfer, share, send, submit or upload any content that:
- 5.2.1 is protected by copyright, patent, trademark or trade secret or otherwise subject to third-party proprietary rights, including but not limited to rights of privacy and publicity (unless you are or have permission from the rightful owner);
 - 5.2.2 contains fraudulent statements or misrepresentations that could damage "CURVE" or any third party;
 - 5.2.3 contains any statements or materials that disparage, ridicule or scorn "CURVE" or any third party;
 - 5.2.4 is obscene, defamatory, threatening, harassing, predatory, ****bleep****ographic, hateful, racially or ethnically offensive, or encourages conduct that would violate any law or is otherwise inappropriate;
 - 5.2.5 is an advertisement or solicitation of business.

6 NO WARRANTY

THE GAME IS LICENSED TO YOU ON AN "AS IS" BASIS, AND WE MAKE NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY FOR PURPOSE, SATISFACTORY QUALITY AND THEIR EQUIVALENTS UNDER THE LAWS OF ANY JURISDICTION AND YOU ACCESS THE SOFTWARE ENTIRELY AT YOUR OWN RISK AND OF YOUR OWN VOLITION.

THE DISCLAIMER OF WARRANTY REFERRED TO ABOVE CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT AND ANY AND ALL USE OF THE SOFTWARE HEREUNDER IS ONLY AUTHORISED SUBJECT TO YOUR ACCEPTANCE OF THE PROVISIONS RELATING TO 'NO WARRANTY' AS DETAILED ABOVE. THIS CLAUSE DOES NOT EFFECT YOUR STATUTORY RIGHTS AS A CONSUMER.

7 INFORMATION ABOUT YOU

We process information about you and your game experience in accordance with our privacy policy at <http://www.stealthbastard.com/privacy.html>. By using

our Game, you consent to such processing and you warrant that all data provided by you is accurate.

8 VIRUSES, HACKING AND OTHER OFFENCES

- 8.1 You must not misuse our Game by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Game, the server on which our Game are stored or any server, computer or database connected to our Game. You must not attack any site related to the Game via a denial of service attack or a distributed denial of service attack.
- 8.2 By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Game will cease immediately (without liability to us).
- 8.3 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Game.

9. TERMINATION:

This Agreement and the licence granted hereunder will terminate automatically if you fail to comply with the provisions contained herein. Upon termination, you must destroy any and all copies of the Game and any related documentation.

10. LIMITATION OF LIABILITY:

IN NO CIRCUMSTANCES SHALL CURVE (INCLUDING ITS SUB-CONTRACTORS, SUPPLIERS AND/OR RESELLERS) BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (WHETHER FORESEEABLE OR NOT) NOR FOR DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF CONTRACTS OR ANTICIPATED SAVINGS, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION (WHETHER FORESEEABLE OR NOT) IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, PRODUCT LIABILITY OR OTHERWISE ARISING FROM OR IN ANY WAY CONNECTED WITH THE USE OF THE SOFTWARE OR THIS AGREEMENT AS SHALL APPLY HAVING REGARD TO THE LAWS OF APPLICABLE JURISDICTIONS. IN NO EVENT WILL THE LICENSOR BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE AMOUNT LICENSOR RECEIVED FROM YOU FOR A LICENCE TO THE SOFTWARE, EVEN IF THE LICENSOR SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR STATUTORY RIGHTS AS A CONSUMER ARE NOT EFFECTED BY THIS PROVISION.

11. LAW AND JURISDICTION

These terms and conditions will be governed by English law. Any dispute arising from, or related to, these terms and conditions shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.