

## 终端最终用户许可协议

本软件仅供许可使用而非销售。世嘉控股有限公司（地址：日本东京都大田区羽田1-2-12 邮编144-8531）及其关联公司（以下整体简称为“世嘉”或“我们”）保留所有未明示许可给你的权利。适用于本许可协议中的产品在本许可中称为游戏软件、编辑器、其他内容、实体材料和启动码（每种产品都在下面有定义），并整体称为“产品”。

如果你对本协议有任何问题，SEGA Legal Department（27 Great West Road, Brentford, Middlesex, TW8 9BW, England）。

这是一份你和世嘉之间的有法律效力的协议。在安装、进入或利用1) 你购买的游戏（“游戏软件”）；2) 你刚下载的可以让你对游戏软件进行新的改变、变更、修订、复制或改进的编辑软件、或游戏软件的任何一部分或世嘉授权与游戏软件一起使用的任何第三方软件的任何一部分（“编辑器”）；3) 任何其他可供下载的内容，无论是从世嘉购买还是免费获取（“其他内容”）；4) 游戏软件附带的所有包装、印刷手册和其他附带材料（“实体材料”）；5) 实体材料中包括的手册和/或其他档中印刷的，或者第三方平台通过电子方式传送给你的唯一标示性阿拉伯数字序号，使得你可以兑换、进入、下载和使用游戏软件（“启动码”）之前，请先仔细阅读本“终端最终用户许可协议”（“本协议”）。游戏软件包含视频游戏的所有软件、相关媒介、无单独许可协议的用来替换或补充该软件的更新或升级及其相关媒介、与视频游戏在线模式有关的任何软件、任何在线或电子文件、任何该软件和材料的复制。

如果你有任何不理解的问题，请及时咨询我们。世嘉要求你联系产品附带信息中提供的任何一处客服中心。请注意给客服中心拨打电话可能是付费的。

**重要——请仔细阅读：**安装、打开、复制和/或通过其他方式使用本产品即表明你认可、接受和同意本协议条款约束（包括本协议的所有附录附件）。世嘉保留随时以任何方式自行决定修正或更改本协议的权利，而不用承担任何责任。本协议及其可能随时修订并发布在<http://www.sega.co.uk/EULA> 的版本，应与世嘉隐私政策（发布于<http://www.sega.co.uk/Privacy>）和世嘉 Cookie 政策（发布于<http://www.sega.co.uk/cookiepolicy>）一并阅读。本协议适用于本产品的所有用户，包括对本产品内容、信息和其他材料或软件有贡献的用户。如果你不同意本协议条款，那么你无权安装、打开、复制或或以其他方式利用本产品。如果你对世嘉提供或通过世嘉提供的所有产品或任何其他信息或材料不满意，则救济措施就是停止使用本产品。你对遵守本协议内容的同意意见从你开始使用本产品时生效。如果你不同意本协议条款，那么请不要下载或使用本产品，而且世嘉也不会许可，也不应被认为许可你安装和使用本产品。

### 取消权利：数位内容

对于数字内容的购买（包括但不限于游戏软件、编辑器、其他内容和/或启动码），你同意在我们接受了你的订单以及提供了产品后，你可以立即下载和使用本产品；在法律允许范围内，你无权取消订单，也不享有“冷却期”，除非我们或者第三方零售商明确规定可以的情况外，你也不会获得退款。

### 1. 用户认可隐私政策和接受协议条款

在你遵守本协议所有条款以及所有其他运行规则、政策和程序的前提下，我们向你提供本产品。此外，通过本产品提供或者与本产品有关的一些应用也可能适用世嘉随时发布的其他条款规定。世嘉对本协议所作的任何重大更改将会通过<http://www.sega.co.uk/EULA> 网站告知你。

这些重大变更会立即生效，而且适用于从发布当日起发生的协议纠纷。在协议发生变更后你继续使用本产品表明你接受这种变更。

使用本产品即表示你已阅读并理解我们发布于<http://www.sega.co.uk/Privacy> 的隐私政策条款。

你所在司法管辖区的地方法律可能要求你必须达到某个年龄才可以签订特定有法律效力的协议，比如本协议条款。

如果你未达到法定年龄，你不得继续使用本产品，除非你的父母或者法定监护人阅读并同意本协议条款。地方法律可能还要求低于一定年龄的儿童必须在监控下使用本产品。如果你使用本产品，你保证自己已经达到无需监控就可使用本产品的法定年龄。如果你未达到法定年龄，你的父亲或母亲或法定监护人必须保证你在使用本产品时，他们全程监控。

本产品也可能不适合低于一定年龄的儿童使用。只要可能，世嘉会根据产品中包含的内容，利用游戏分级指标表明合适的年龄范围。这种游戏分级指标仅用作指导，因此如果你认为该材料在任何情况下都不适合该年龄分级，则世嘉不承担相关责任。请认识到并不是本产品的所有特征都进行了分级，有些特征包括成人语言和材料。

### 2. 有限使用许可

在你遵从本协议条款的前提下，世嘉兹授予你非独家、不可转让、有限和全面可撤销的权利和许可，即，你可以安装、进入和使用本产品的一套复本，并且只能将其用于你个人用途而非商业用途。本协议还适用于你可能从该产品获得的任何补丁、更新或升级。根据并且不限于本协议规定条款或保护内容，明确禁止将本产品或相关材

料或信息复制、拷贝或以任何形式再现到另外一个服务器或者位置，同时也禁止任何形式的传播行为，法律所容许范围内则不在此限。本协议未明确授予的所有权利都由世嘉及其许可方（如果适用）保留。

未经世嘉授权代表的明确事前书面同意，你不得造成或允许对本产品（或其任何一部分）进行销售或其他商业传播或商业利用（比如，通过租赁、许可、再许可、传播、上传、下载、传输，无论是通过每次播放支付或其他方式收费）。

### 3. 无所有权

你认可并同意你对本产品不具备所有权利和任何财产收益权，并且你进一步认可和同意所有这些权利现在以及将来都永远属于世嘉所有。除非本协议明确许可给你，否则本产品的所有权利和利益，以及本协议包含和相关的版权所有权、商标和知识产权（包括但不限于任何补丁、更新、拷贝、衍生品、标题、计算机代码、主题、物品、人物、人物名称、故事、对话、流行词、位置、概念、美工、形象、动画、声音、音乐作曲、音视频效果、文本、运行方式、道德权利、集成到产品的“applet”以及任何相关文档）都由世嘉或其许可方所有。

本产品受到英国版权法、国际版权协议和公约、以及其他法律的保护。保留所有权利。本产品包括特定被许可材料，因此在发生违反本协议的情况下，世嘉和其许可方可以保护这些权利。

本许可并不授予你对产品的任何所有权，而且也不应该被解释为对本产品的或与其相关的任何知识产权的销售或转让。

### 4. 非销售和非转让

世嘉不承认产品转让，并且为了避免疑义，这里指的转让包括对产品任何单独部分的转让（包括游戏软件、编辑器、其他内容、实体材料和启动码）。因此，未经世嘉的事先书面同意，你不得交付、购买、销售、讨价还价、交易、营销、贸易、提供或出售、许可、转让或以其他方式分配你在本协议项下的权利、责任或义务，无论是部分或全部。任何上述行为的尝试都是无效的。

### 5. 用户生成的材料

以下条款适用于伴随游戏软件提供给你的编辑器，或者任何授权与本产品一起使用的第三方软件，前提是编辑器或软件允许对你制作的音讯、视频和音视频内容进行同步，包括但不限于伴随游戏软件的Let's play 视频，Twitch流（“使用者生成的内容”）以及/或从游戏软件中复制出来的音视频内容（“游戏片段”）。本条款不适用于对产品做出的任何更改（“更改”），更改适用于协议附录的其他条款约束，且上述条款均构成本协议的其中一部分。

世嘉认可并同意使用者生成的内容下的所有权利和利益（不包括任何游戏软件或游戏片段）都属于你所有。在世嘉规定的限度内，关于使用者生成的内容，在所有适用的版权法和知识产权法规定下，你自动赋予世嘉不可撤销的、永久的、免特许权使用费的、可再许可的权利，从而使世嘉可以利用、复制、修改、改编、展示、发布和以其他任何世嘉认为合适的方式利用和/或处置使用者生成的内容（或其任何部分）。

根据本协议条款以及世嘉随时发布的其他政策，世嘉兹授予你非独家的、不可转让的、有限的和全面可撤销的权利，使你在你的使用者生成的内容中使用游戏软件或游戏片段，你对游戏软件和游戏进行同步的权利不包括如下任何权利：（a）对游戏软件或游戏片段的再出售；（b）对游戏软件或游戏片段的任何传播或公众演出或展示，除非世嘉发布的任何政策或者本协议明确授权；（c）以任何理由更改或以对游戏软件或游戏片段、或其任何一部分做出其他衍生使用。你认可并同意游戏软件和游戏片段在世界任何地方的全部权利和利益，无论是否注册、是否可注册，并且在其最大程度和全部期限和延长期内，都是世嘉或其集团公司的财产。

你在此保证并陈述你在游戏软件和/或游戏片段中同步的任何使用者生成的内容都不得是歧视性的、种族主义的、下流的、诽谤的、侵犯性的、非法的、中伤的、不恰当的、侵略的或者很可能对世嘉的声誉或商誉造成不良影响的。

你在此保证并陈述你在游戏软件和/或游戏片段中同步的任何使用者生成的内容，以及你或世嘉对该材料的任何后续使用和利用都不会侵犯任何人（公司或其他）的任何权利，也不会以其他方式对世嘉造成任何责任。除非世嘉明确授权，否则你也不得将其用于商业用途（通过每次播放支付、时间分享服务或其他方式收费）。

### 6. 许可条件

你同意仅仅以符合本协议的方式使用产品或其任何一部分内容，而且你还不得：

- (a) 商业化利用本产品或其任何部分，包括但不限于在网吧、计算机游戏中心或任何其他定位服务场所。
- (b) 利用或允许同时多于在一台计算机、游戏机、移动设备、手持设备或平板上使用该产品，除非世嘉明确授权；
- (c) 在网络、多用户场景、远程接入条件下利用该产品、允许别人利用该产品或者提供该产品给别人使用，包括可以被多名使用者下载的情况；
- (d) 销售、出租、许可、分销或以其他方式转让该产品或其任何拷贝；

(e)对产品的全部或部分进行反向工程、推算源代码、修改、反编译、拆卸、拷贝、或制作衍生作品等，法律所容许范围内则不在此限；

(f)移除、禁用或绕开本产品包含的任何安全保护、专有声明或标识，包括但不限于将启动码从产品的实体材料中分离出来；

(g)违反任何适用法律法规，出口或再出口产品或其任何改编复本；

(h)模仿本产品数据或功能创作数据或可执行程序，除非该功能是编辑器提供给你的。

如果你违反本协议，则你在本协议项下对产品的使用权无需通知自动终止。你对本条规定的违反将构成对本协议和/或任何适用版权和其他知识产权法律和公约的重大违反，因此你可能需承担民事和刑事责任。

此外，你同意你将遵守产品随带的手册和其他文档中规定的任何安全信息、维护说明或其他相关通知。

## 7. 担保免责声明；责任限制

在适用法律允许的最大限度内，你明确同意你独自承担与产品使用有关的风险，而且关于令人满意的质量、性能、准确性和尝试的风险都由你承担。除了本协议第14条规定的世嘉提供的有限担保以外，在适用法律允许的最大范围内，本产品提供给你的方式是“照现在和可用的”包含缺陷的状态，并且不提供任何类型担保，因此世嘉在此免除与本产品有关的任何担保和条件，无论明示还是暗示，包括但不限于暗示的可销售性担保、令人满意的质量担保、满足特定用途担保、准确性担保和平静受益权担保，以及不侵犯任何第三方权利的担保。不限于前述内容的限制，我们还不担保：(A) 本产品一定满足你的要求；(B) 你对本产品的使用是不受中断的、及时的、安全的和无错误的；(C) 本产品与其他软件可互相操作或兼容；或(D) 从本产品使用获得的结果是有效的、准确的或可靠的。世嘉或其授权代表的任何口头或书面信息或建议都不构成一份担保。

在未来某个时间，本产品可能会过时，因此世嘉不承诺更新本产品。本条规定的责任免除适用于任何因为性能失效、错误、遗漏、中断、删除、缺陷、操作或传输延迟、计算机病毒、通讯线失效/被盗/损坏或非授权进入、本产品的更改或使用而导致的任何损坏或伤害，无论是否系因违反本协议、侵权行为、疏忽或其他原因。对本产品的使用或下载，或通过本产品获取与本产品有关的任何材料都是你的自主行为，并且由你承担风险，而且你同意全权负责该行为对你的计算机系统造成的任何损坏，或者数据丢失。

世嘉对本产品、信息和/或作为产品一部分发布的相关图形针对任何目的的适合性不做出任何陈述。本产品、信息和/或作为产品一部分发布的相关图形可能包括技术误差或图文错误。你理解并同意本产品运行中可能会出现暂时中断。你进一步理解并同意我们对于你可能接入的第三方网络没有控制权。因此使用本产品过程中，其他网络传输的延迟和中断完全不受世嘉的控制。

你认可并同意解决与世嘉的任何争议，你的唯一救济措施是停止使用本产品。无论如何，对于引起世嘉向你承担责任的任何适用产品，世嘉所承担的责任都不会超过你支付给世嘉或其关联方和/或设计方的费用。无论如何，世嘉或其关联方都没有责任向你或任何第三方承担任何类型的特殊性、惩罚性、附带性、间接性或后果性的损害赔偿（包括但不限于由于所有物、数据或收益损失，无论我们是否之前被提醒过有这种损失的可能性）以及任何由于本产品使用带来的责任（包括对财产的损失、商誉受损、计算机失效或故障等）和法律允许限度内的人身伤害（即使世嘉之前被提醒过可能发生该损失）。

在那些不允许将后果性或附带性损失、和/或人身伤害、死亡、欺诈和/或某些暗示担保进行责任排除或限制的州或司法区域内，世嘉以及世嘉各方的责任排除应限于法律允许的最大限度内。

## 8. 赔偿

在世嘉有要求的时候，你同意为世嘉及其关联方进行辩护、赔偿和保证他们免于任何由于以下原因导致的责任、索赔、损失、成本和支出（包括律师费）：(a) 你对本产品的使用或者与本产品有关的活动（包括但不限于生成和使用与游戏软件和/或游戏片段同步的使用者生成的内容）；(b) 你对本协议的任何违反行为；或(c) 你通过产品提供的任何内容被指控侵权或以其他方式侵犯任何第三方版权、商标、商业秘密、隐私或其他知识产权或其他权利。如果你将在任何辩护中与世嘉合作，则世嘉保留如下权利，即自费负责对可能需要你进行赔偿的任何事项进行独自辩护和控制。

## 9 电子邮件、信息、博客和聊天

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xxHashSharp - A pure C# implementation of xxhash

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世嘉不预防或监控上传到模块页的任何模块，也不监控、代言或批准任何模块。你是你的模块的唯一负责人，因此需要你创造并上传到模块页的任何模块负责。世嘉保留自行决定要求维尔福从模块页上清理违反上述内容限制的任何模块。在适用法律的最大允许限度内，世嘉不承担模块或清除模块、或任何清除失败或者清除延迟导致的责任或义务。

#### 4. 赔偿

你同意赔偿、维护和保证世嘉及其母公司、关联方、被许可方、承包商、高管、董事、员工和代理方免于承担任何与你创造和发布的模块的使用有关的行为和疏漏（包括但不限于任何质控该模块违反版权、商标、商业机密、隐私或其他知识产权或任何第三方的其他权利、或你违反模块条款的行为）而直接或间接导致的损害、损失、成本和费用（包括律师费）。

#### 5. 我们的责任

我们以“按照现在”的模式提供本产品、模块工具和任何模块，并在法律允许的最大范围内放弃任何明示或暗示的保证，包括但不限于可销售性保证以及适合某个特定目的的保证。你认可并同意解决你与世嘉的任何纠纷的专有救济措施就是停止使用本产品（包括但不限于模块工具和/或任何模块）。在任何情况下，世嘉及其许可方都不会对由于产品、模块工具和任何模块使用引发的任何责任，无论是合约行为、严格责任还是民事侵权行为（包括疏忽或其他原因导致）导致的任何直接、间接、附带、特殊、惩戒性、或后果性损失（包括但不限于替代产品或服务的采购；无法使用、数据和收益的丧失；或者业务中断）和/或人身伤害、死亡、欺诈和/或某些暗示担保承担责任。

#### 6. 终止

我们保留如下权利，即随时以任何理由暂停进入或者终止任何模块、模块工具和模块页的许可。如果你违反模块条款第2和第3条规定，则本产品、模块工具和/或任何模块的使用许可会自动终止，无需事先通知。但是你授予世嘉许可使用你创造并发布在模块页上的模块的权利则不因协议终止而终止。

因为如果本协议条款没有明确得到强制执行，世嘉将受到无法恢复的损失，所以你同意世嘉除了适用法律项下的任何可用救济措施外，可以根据需要采取行动，包括寻求禁令或其他衡平法救济措施。

#### 7. 杂项

本协议代表你和世嘉之间有关模块、模块工具和模块页的完整协议，并替换你和世嘉之间就同样目标之前达成的所有协议和陈述、保证或谅解录（无论是疏忽还是无意签订，但是不包括欺骗性签订的档）。世嘉保留随时以任何方式自行决定修正或更改本协议的权利，而不用承担任何责任。本条款的任何修订或修改都应发布于 <http://www.sega.co.uk/EULA>。

