

## 終端使用者授權合約

本軟體僅供許可使用而非銷售。世嘉控股有限公司（地址：日本東京都大田區羽田1-2-12 郵編144-8531）及其關聯公司（以下整體簡稱為“世嘉”或“我們”）保留所有未明示許可給你的權利。適用於本授權合約中的產品在本許可中稱為遊戲軟體、編輯器、其他內容、實體材料和啟動碼（每種產品都在下面有定義），並整體稱為“產品”。

如果你對本協議有任何問題，SEGA Legal Department（27 Great West Road, Brentford, Middlesex, TW8 9BW, England）。

這是一份你和世嘉之間的有法律效力的協議。在安裝、進入或利用1) 你購買的遊戲（“遊戲軟體”）；2) 你剛下載的可以讓你對遊戲軟體進行新的改變、變更、修訂、複製或改進的編輯軟體、或遊戲軟體的任何一部分或世嘉授權與遊戲軟體一起使用的任何協力廠商軟體的任何一部分（“編輯器”）；3) 任何其他可供下載的內容，無論是從世嘉購買還是免費獲取（“其他內容”）；4) 遊戲軟體附帶的所有包裝、印刷手冊和其他附帶材料（“實體材料”）；5) 實體材料中包括的手冊和/或其他檔中印刷的，或者協力廠商平臺通過電子方式傳送給你的唯一標示性阿拉伯數字序號，使得你可以兌換、進入、下載和使用遊戲軟體（“啟動碼”）之前，請先仔細閱讀本“終端使用者授權合約”（“本協定”）。遊戲套裝軟體含視頻遊戲的所有軟體、相關媒介、無單獨授權合約的用來替換或補充該軟體的更新或升級及其相關媒介、與視頻遊戲線上模式有關的任何軟體、任何線上或電子文檔、任何該軟體和材料的複製。

如果你有任何不理解的問題，請及時諮詢我們。世嘉要求你聯繫產品附帶資訊中提供的任何一處客服中心。請注意給客服中心撥打電話可能是付費的。

**重要——請仔細閱讀：**安裝、打開、複製和/或通過其他方式使用本產品即表明你認可、接受和同意本協議條款約束（包括本協定的所有附錄附件）。世嘉保留可全權酌情，隨時以任何方式修改或修正本協議的權利，且世嘉無須承擔任何責任。本協議及其可能隨時修訂並發佈在<http://www.sega.co.uk/EULA> 的版本，應與世嘉隱私政策（發佈於<http://www.sega.co.uk/Privacy>）和世嘉 Cookie 政策（發佈於<http://www.sega.co.uk/cookiepolicy>）一併閱讀。本協定適用於本產品的所有使用者，包括對本產品內容、資訊和其他材料或軟體有貢獻的使用者。如果你不同意本協議條款，那麼你無權安裝、打開、複製或以其他方式利用本產品。你如果對世嘉提供或通過世嘉提供的所有產品或任何其他資訊或材料不滿意，則救濟措施就是停止使用本產品。你對遵守本協定內容的同意意見從你開始使用本產品時生效。如果你不同意本協議條款，那麼請不要下載或使用本產品，而且世嘉也不會許可，也不應被認為許可你安裝和使用本產品。

### 取消權利：數位內容

對於數位內容的購買（包括但不限於遊戲軟體、編輯器、其他內容和/或啟動碼），你同意在我們接受了你的訂單以及提供了產品後，你可以立即下載和使用本產品；在法律允許範圍內，你無權取消訂單，也不享有“冷卻期”，除非我們或者協力廠商零售商明確規定可以的情況外，你也不會獲得退款。

### 1. 使用者認可隱私政策和接受協議條款

在你遵守本協議所有條款以及所有其他運行規則、政策和程式的前提下，我們向你提供本產品。此外，通過本產品提供或者與本產品有關的一些應用也可能適用世嘉隨時發佈的其他條款規定。世嘉對本協議所作的任何重大更改將會通過<http://www.sega.co.uk/EULA> 網站告知你。

這些重大變更會立即生效，而且適用於從發佈當日起發生的協議糾紛。在協定發生變更後你繼續使用本產品表明你接受這種變更。

使用產品即表明你已閱讀並理解我們的隱私政策（可上 <http://www.sega.co.uk/Privacy> 閱讀）。

你所在司法管轄區的地方法律可能要求你必須達到某個年齡才可以簽訂特定有法律效力的協定，比如本協定條款。

如果你未達到法定年齡，你不得繼續使用本產品，除非你的父母或者法定監護人閱讀並同意本協議條款。地方法律可能還要求低於一定年齡的兒童必須在監控下使用本產品。如果你使用本產品，你保證自己已經達到無需監控就可使用本產品的法定年齡。如果你未達到法定年齡，你的父親或母親或法定監護人必須保證你在使用本產品時，他們全程監控。

本產品也可能不適合低於一定年齡的兒童使用。只要可能，世嘉會根據產品中包含的內容，利用遊戲分級指標表明合適的年齡範圍。這種遊戲分級指標僅用作指導，因此如果你認為該材料在任何情況下都不適合該年齡分級，則世嘉不承擔相關責任。請認識到並不是本產品的所有特徵都進行了分級，有些特徵包括成人語言和材料。

### 2. 有限使用許可

在你遵從本協議條款的前提下，世嘉茲授予你非獨家、不可轉讓、有限和全面可撤銷的權利和許可，即，你可以安裝、進入和使用本產品的一套複本，並且只能將其用於你個人用途而非商業用途。本協定還適用

於你可能從該產品獲得的任何補丁、更新或升級。根據並且不限於本協定規定條款或保護內容，明確禁止將本產品或相關材料或資訊複製、拷貝或以任何形式再現到另外一個伺服器或者位置，同時也禁止任何形式的傳播行為，法律所容許範圍內則不在此限。本協議未明確授予的所有權利都由世嘉及其許可方（如果適用）保留。

未經世嘉授權代表的明確事前書面同意，你不得造成或允許對本產品（或其任何一部分）進行銷售或其他商業傳播或商業利用（比如，通過租賃、許可、再許可、傳播、上傳、下載、傳輸，無論是通過每次播放支付或其他方式收費）。

### 3. 無所有權

你認可並同意你對本產品不具備所有權和任何財產收益權，並且你進一步認可和同意所有這些權利現在以及將來都永遠屬於世嘉所有。除非本協定明確許可給你，否則本產品的所有權利和利益，以及本協議包含和相關的所有版權、商標和智慧財產權（包括但不限於任何補丁、更新、拷貝、衍生品、標題、電腦代碼、主題、物品、人物、人物名稱、故事、對話、流行詞、位置、概念、美工、形象、動畫、聲音、音樂作曲、音視頻效果、文本、運行方式、道德權利、集成到產品的“applet”以及任何相關文檔）都由世嘉或其許可方所有。

本產品受到英國版權法、國際版權協定和公約、以及其他法律的保護。保留所有權利。本產品包括特定被許可材料，因此在發生違反本協定的情況下，世嘉和其許可方可以保護這些權利。

本許可並不授予你對產品的任何所有權，而且也不應該被解釋為對本產品的或與其相關的任何智慧財產權的銷售或轉讓。

### 4. 非銷售和非轉讓

世嘉不承認產品轉讓，並且為了避免疑義，這裡指的轉讓包括對產品任何單獨部分的轉讓（包括遊戲軟體、編輯器、其他內容、實體材料和啟動碼）。因此，未經世嘉的事先書面同意，你不得交付、購買、銷售、討價還價、交易、行銷、貿易、提供或出售、許可、轉讓或以其他方式分配你在本協定項下的權利、責任或義務，無論是部分或全部。任何上述行為的嘗試都是無效的。

### 5. 用戶生成的材料

以下條款適用於伴隨遊戲軟體提供給你的編輯器，或者任何授權與本產品一起使用的協力廠商軟體，前提是編輯器或軟體允許對你製作的音訊、視頻和音視頻內容進行同步，包括但不限於伴隨遊戲軟體的Let's play 視頻，Twitch流（“使用者生成的內容”）以及/或從遊戲軟體中複製出來的音視頻內容（“遊戲片段”）。本條款不適用於對產品做出的任何更改（“更改”），更改適用於協議附錄的其他條款約束，且上述條款均構成本協議的其中一部分。

世嘉認可並同意使用者生成的內容下的所有權利和利益（不包括任何遊戲軟體或遊戲片段）都屬於你所有。在世嘉規定的限度內，關於使用者生成的內容，在所有適用的版權法和智慧財產權法規下，你自動賦予世嘉不可撤銷的、永久的、免特許權使用費的、可再許可的權利，從而使世嘉可以利用、複製、修改、改編、展示、發佈和以其他任何世嘉認為合適的方式利用和/或處置使用者生成的內容（或其任何部分）。

根據本協定條款以及世嘉隨時發佈的其他政策，世嘉茲授予你非獨家的、不可轉讓的、有限的和全面可撤銷的權利，使你在你的使用者生成的內容中使用遊戲軟體或遊戲片段，你對遊戲軟體和遊戲進行同步的權利不包括如下任何權利：（a）對遊戲軟體或遊戲片段的再出售；（b）對遊戲軟體或遊戲片段的任何傳播或公眾演出或展示，除非世嘉發佈的任何政策或者本協議明確授權；（c）以任何理由更改或以對遊戲軟體或遊戲片段、或其任何一部分做出其他衍生使用。你認可並同意遊戲軟體和遊戲片段在世界任何地方的全部權利和利益，無論是否註冊、是否可註冊，並且在其最大程度和全部期限和延長期內，都是世嘉或其集團公司的財產。

你在此保證並陳述你在遊戲軟體和/或遊戲片段中同步的任何使用者生成的內容都不得是歧視性的、種族主義的、下流的、誹謗的、侵犯性的、非法的、中傷的、不恰當的、侵略的或者很可能對世嘉的聲譽或商譽造成不良影響的。

你在此保證並陳述你在遊戲軟體和/或遊戲片段中同步的任何使用者生成的內容，以及你或世嘉對該材料的任何後續使用和利用都不會侵犯任何人（公司或其他）的任何權利，也不會以其他方式對世嘉造成任何責任。除非世嘉明確授權，否則你也不得將其用於商業用途（通過每次播放支付、時間分享服務或其他方式收費）。

### 6. 許可條件

你同意僅僅以符合本協定的方式使用產品或其任何一部分內容，而且你還不得：

(a)商業化利用本產品或其任何部分，包括但不限於在網吧、電腦遊戲中心或任何其他定位服務場所。

(b)利用或允許同時在多於一台電腦、遊戲機、移動設備、手持設備或平板上使用該產品，除非世嘉明確授權；

(c)在網路、多使用者場景、遠端接入條件下利用該產品、允許別人利用該產品或者提供該產品給別人使用，包括可以被多名使用者下載的情況；

(d)銷售、出租、許可、分銷或其他方式轉讓該產品或其任何拷貝；

(e)對產品的全部或部分進行反向工程、推算原始程式碼、修改、反編譯、拆卸、拷貝、或製作衍生作品等，法律所容許範圍內則不在此限；

(f)移除、禁用或繞開本產品包含的任何安全保護、專有聲明或標識，包括但不限於將啟動碼從產品的實體材料中分離出來；

(g)違反任何適用法律法規，出口或再出口產品或其任何改編複本；

(h)模仿本產品資料或功能創作資料或可執行程式，除非該功能是編輯器提供給你的。

如果你違反本協定，則你在本協定項下對產品的使用權無需通知自動終止。你對本條規定的違反將構成對本協議和/或任何適用版權和其他智慧財產權法律和公約的重大違反，因此你可能需承擔民事和刑事責任。

此外，你同意你將遵守產品隨帶的手冊和其他文檔中規定的任何安全資訊、維護說明或其他相關通知。

## 7. 擔保免責聲明；責任限制

在適用法律允許的最大限度內，你明確同意你獨自承擔與產品使用有關的風險，而且關於令人滿意的品質、性能、準確性和嘗試的風險都由你承擔。除了本協議第14條規定的世嘉提供的有限擔保以外，在適用法律允許的最大範圍內，本產品提供給你的方式是“照現在和可用的”包含缺陷的狀態，並且不提供任何類型擔保，因此世嘉在此免除與本產品有關的任何擔保和條件，無論明示還是暗示，包括但不限於暗示的可銷售性擔保、令人滿意的品質擔保、滿足特定用途擔保、準確性擔保和平靜受益權擔保，以及不侵犯任何協力廠商權利的擔保。不限於前述內容的限制，我們還不擔保：(A) 本產品一定滿足你的要求；(B) 你對本產品的使用是不受中斷的、及時的、安全的和無錯誤的；(C) 本產品與其他軟體可互相操作或相容；或(D) 從本產品使用獲得的結果是有效的、準確的或可靠的。世嘉或其授權代表的任何口頭或書面資訊或建議都不構成一份擔保。

在未來某個時間，本產品可能會過時，因此世嘉不承諾更新本產品。本條規定的責任免除適用於任何因為性能失效、錯誤、遺漏、中斷、刪除、缺陷、操作或傳輸延遲、電腦病毒、通訊線失效/被盜/損壞或非授權進入、本產品的更改或使用而導致的任何損壞或傷害，無論是否系因違反本協議、侵權行為、疏忽或其他原因。對本產品的使用或下載，或通過本產品獲取與本產品有關的任何材料都是你的自主行為，並且由你承擔風險，而且你同意全權負責該行為對你的電腦系統造成的任何損壞，或者資料丟失。

世嘉對本產品、資訊和/或作為產品一部分發佈的相關圖形針對任何目的的適合性不做出任何陳述。本產品、資訊和/或作為產品一部分發佈的相關圖形可能包括技術誤差或圖文錯誤。你理解並同意本產品運行中可能會出現暫時中斷。你進一步理解並同意我們對於你可能接入的協力廠商網路沒有控制權。因此使用本產品過程中，其他網路傳輸的延遲和中斷完全不受世嘉的控制。

你認可並同意解決與世嘉的任何爭議，你的唯一救濟措施是停止使用本產品。無論如何，對於引起世嘉向你承擔責任的任何適用產品，世嘉所承擔的責任都不會超過你支付給世嘉或其關聯方和/或設計方的費用。無論如何，世嘉或其關聯方都沒有責任向你或任何協力廠商承擔任何類型的特殊性、懲罰性、附帶性、間接性或後果性的損害賠償（包括但不限於由於所有物、資料或收益損失，無論我們是否之前被提醒過有這種損失的可能性）以及任何由於本產品使用帶來的責任（包括對財產的損失、商譽受損、電腦失效或故障等）和法律允許限度內的人身傷害（即使世嘉之前被提醒過可能發生該損失）。

在那些不允許將後果性或附帶性損失，和/或人身傷害、死亡、詐騙，和/或特定默示保證進行責任排除或限制的州或司法區域內，世嘉以及世嘉各方的責任排除應限於法律允許的最大限度內。

## 8. 賠償

在世嘉有要求的時候，你同意為世嘉及其關聯方進行辯護、賠償和保證他們免於任何由於以下原因導致的責任、索賠、損失、成本和支出（包括律師費）：(a) 你對本產品的使用或者與本產品有關的活動（包括但不限於生成和使用與遊戲軟體和/或遊戲片段同步的使用者生成的內容）；(b) 你對本協議的任何違反行為；或(c) 你通過產品提供的任何內容被指控侵權或者以其他方式侵犯任何協力廠商版權、商標、商業秘密、隱私或其他智慧財產權或其他權利。如果你將在任何辯護中與世嘉合作，則世嘉保留如下權利，即自費負責對可能需要你進行賠償的任何事項進行獨自辯護和控制。

## 9 電子郵件、資訊、博客和聊天

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你同意以符合本協定要求的方式使用模組工具來創造模組，包括你不得出售、出租、許可、分銷或以其他方式用於商業收益或其他目的而轉讓或利用模組工具和/或模組或其任何複本，除非本協議明確許

可，這意味著你只能將模組發佈到模組頁。違反本許可條款將構成重大違約，會導致《終端使用者授權合約》（包括這些模組條款）的終止，並且可能導致你承擔民事和刑事責任。

作為對上述許可權利的對等交換，你茲授予世嘉、其關聯方和其許可方所有必要的同意和許可，以及一種不可撤銷的、可再許可的、全球的、免特許權使用費的、永久的許可權，即世嘉、其關聯方和其許可方可以按照世嘉或其許可方認為適合本產品或世嘉發佈的其他產品的方式，使用、複製、修改、調整、展示、分銷或以其他方式利用已經上傳到模組頁的任何模組。你放棄並同意絕對不向世嘉、其關聯方、分銷商和許可方聲稱你對任何模組享有以任何方式體現的精神權利或類似權利。

### 3. 內容限制

包含在你的模組中的任何元素必須是你的原創工作，或者你必須獲得使用該材料的必要許可。你對你創造和發佈在模組頁的任何模組的內容承擔責任，而且必須向世嘉保證和陳述：你的模組不包含如下內容：

1. 歧視性、種族主義、下流的、誹謗性、侵犯性、非法、中傷性、不恰當、侵略性或可能對世嘉和/或其許可方聲譽或商譽造成不利影響的材料；

2. 任何可識別的協力廠商品牌、人物或個性的相似物，包括但不限於任何商標、標識或協力廠商資產，除非是世嘉提供給你的創造本產品模組所需要的必備資產；

3. 世嘉及其關聯方或其他協力廠商發佈的其他遊戲中的任何協力廠商資產；

4. 任何不符合世嘉發佈在模組頁上提供給你的任何其他要求的材料，而這些要求可能隨時由世嘉進行更新；

5. 任何惡意程式碼，包括病毒、間諜軟體、特洛伊木馬、蠕蟲、定時炸彈、刪除蠅、已損壞資料或其他包含惡意程式碼或者以任何方式損壞或干擾本產品運行的內容。

世嘉不預防或監控上傳到模組頁的任何模組，也不監控、代言或批准任何模組。你是你的模組的唯一負責人，因此需要為你創造並上傳到模組頁的任何模組負責。世嘉保留自行決定要求維爾福從模組頁上清理違反上述內容限制的任何模組。在適用法律的最大允許限度內，世嘉不承擔模組或清除模組、或任何清除失敗或者清除延遲導致的責任或義務。

### 4. 賠償

你同意賠償、維護和保證世嘉及其母公司、關聯方、被許可方、承包商、高管、董事、員工和代理方免於承擔任何與你創造和發佈的模組的使用有關的行為和疏漏（包括但不限於任何質控該模組違反版權、商標、商業機密、隱私或其他智慧財產權或任何協力廠商的其他權利、或你違反模組條款的行為）而直接或間接導致的損害、損失、成本和費用（包括律師費）。

### 5. 我們的責任

我們以“按照現在”的模式提供本產品、模組工具和任何模組，並在法律所容許最大範圍內免除任何明示或暗示的保證，包括但不限於可銷售性保證以及適合某個特定目的的保證。你認可並同意解決你與世嘉的任何糾紛的專有救濟措施就是停止使用本產品（包括但不限於模組工具和/或任何模組）。在任何情況下，世嘉及其許可方都不會對由於產品、模組工具和任何模組使用引發的任何責任，無論是合約行為、嚴格責任還是民事侵權行為（包括疏忽或其他原因導致）導致的任何直接、間接、附帶、特殊、懲戒性、或後果性損失（包括但不限於替代產品或服務的採購；無法使用、資料和收益的喪失；或者業務中斷），和/或人身傷害、死亡、詐騙，和/或特定默示保證承擔責任。

### 6. 終止

我們保留如下權利，即隨時以任何理由暫停進入或者終止任何模組、模組工具和模組頁的許可。如果你違反模組條款第2和第3條規定，則本產品、模組工具和/或任何模組的使用許可會自動終止，無需事先通知。但是你授予世嘉許可使用你創造並發佈在模組頁上的模組的權利則不因協議終止而終止。

因為如果本協議條款沒有明確得到強制執行，世嘉將受到無法恢復的損失，所以你同意世嘉除了適用法律項下的任何可用救濟措施外，可以根據需要採取行動，包括尋求禁令或其他衡平法救濟措施。

## 7. 雜項

本協定代表你和世嘉之間有關模組、模組工具和模組頁的完整協議，並替換你和世嘉之間就同樣標的之前達成的所有協議和陳述、保證或諒解錄（無論是疏忽還是無意簽訂，但是不包括欺騙性簽訂的檔）。世嘉保留隨時以任何方式自行決定修正或更改本協議的權利，而不用承擔任何責任。這些條款的修改或修正應於 <http://www.sega.co.uk/EULA> 提供。