

## **END USER LICENSE AGREEMENT**

IMPORTANT, PLEASE READ CAREFULLY

BY EITHER DOWNLOADING, INSTALLING, COPYING, OR OTHERWISE USING THIS GAME, YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS:

### **1.- END USER LICENSE AGREEMENT**

1.1.- This end-user license agreement (“EULA”) is a legal agreement executed in Spain between you (either an individual or a single entity), hereinafter sometimes referred to as “You,” “End User” or “Licensee,” and BIG STAR GAMES, S.L., an organisation incorporated under the laws of Spain with registered office at Pau Claris, 94, Principal B, 08010 Barcelona, Spain and with Tax Identity Number ESB-66810300 (“BSG”), for the BSG video game accompanying this EULA which includes the video game titled “Reservoir dogs: bloody days” and video game related software and associated elements as described in more detail in section 2 (collectively, “Game”).

1.2.- Any and all uses of the Game are governed by the terms of this EULA. You agree that Your use of the Games acknowledges that You have read this agreement, understand it, and agree to be bound by its terms and conditions. If You do not agree to the terms of this EULA, You should not install, copy, download or use the Game.

1.3.- You represent and warrant that You are an adult and are either accepting this EULA on behalf of Yourself or on behalf of Your child or ward, as the case may be. If the End User has not attained the age of majority, he/she is obliged to obtain the necessary permission in the form required by law from the parents or other legal representatives.

### **2.- GAME**

The Game, as used in this EULA, means, collectively and/or as applicable:

- a. Any and all contents, components, attachments, software, media, and code with which this EULA is provided and delivered via a Website;
- b. Any and all Game design, characters, images, graphics, photographs, art, art work, clip art, text, fonts, music, sounds, voices or other sensory content (the “Game Content”);
- c. Related explanatory written materials and instructions, and any other possible documentation related thereto (“Documentation”); and
- d. Upgrades, modified versions, updates, additions, expansion packs and copies of the Game (the “Upgrades”), if any, provided to You by BSG under this EULA.

The terms of this EULA will govern any Upgrades provided by BSG that replace and/or supplement the original Game, unless such Upgrade is accompanied by a separate license in which case the terms of that license will govern.

### **3.- OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS**

3.1.- You acknowledge that, as between You and BSG, BSG is owner of the Game and owns all exclusive rights thereof.

Specifically, it is hereby understood and agreed that, as between You and BSG, BSG is the owner of all right titles, ownership rights, intellectual property rights and interests in and to the Game and all copies thereof (including without limitation any titles, computer codes, themes, objects, characters, character names, stories, dialog, catch phrases, locations, concepts, artworks, character inventories, structural or landscape designs, animations, sounds, musical compositions and recordings, audio-visual effects, storylines, character likenesses, methods of operation, moral rights, and any related documentation), worldwide, in perpetuity, regardless of the media or form of the original download, whether online, by disk or otherwise. You, as Licensee, through Your downloading, installing, copying or use of this product do not acquire any ownership rights and/or intellectual property rights or interests in and to the Game.

3.2.- As between You and BSG, BSG shall retain all right, title, and interest to any modifications or improvements made thereto, and any upgrades, updates or Documentation provided to End User, in the terms above.

3.3.- You shall not attempt to develop any Game that contains the “look and feel” of any of the Game.

### **4.- GRANT OF LICENSE AND RESTRICTIONS**

4.1.- The Game is licensed, not sold, to You by BSG for use only under the terms and conditions below.

Subject to Your agreement to and continuing compliance with this EULA, BSG hereby grants, and You hereby accept, a limited, non-exclusive, non-transferable End User license to: (1) install the Game on the local hard disk(s) or other permanent storage media of one computer or on one other game play device owned by You or under Your legitimate control (each a "Unit"); and (2) use the Game on a single Unit at a time and for non-commercial entertainment purposes only. Licensee may transfer the Game between Units provided that it is used on only one Unit at any given time.

4.2.- All rights not expressly granted herein are reserved by BSG.

4.3.- Unless provided otherwise in the Documentation, You shall not display, modify, reproduce and distribute the Game or portion(s) thereof, included with or relating to the Game, if any. Any such authorized display, modification, reproduction and distribution shall be in full accord with this EULA. Under no circumstances will Your use, display, modification, reproduction and distribution of the Game give You any intellectual property or proprietary rights in the Game or in any logos and/or trade or service marks of BSG. All rights, title, and interests belong solely to BSG.

4.4.- Except for the initial loading of the Game on a hard disk or other permanent storage media for archival/backup purposes as provided for above, You shall not, without BSG's express written consent:

i. Copy or reproduce, auction, loan, rent, lease, sublicense, gift or transfer the Game;

ii. Electronically transfer the Game through a LAN (local area network) or file sharing network; or

iii. Modify, adapt, translate, reverse engineer, derive source code from, disassemble, decompile or create derivative works based on the Game or any accompanying materials, except to the extent allowed under any applicable law or allowed by the rule of the Game. In the event that such activities are permitted by applicable law, all and any modifications, adaptations, copies, improvements, etc. shall belong to, vest in and be the exclusive property of BSG in the terms of section 3 and any information You discover shall be promptly disclosed to BSG and shall be deemed the confidential information of BSG.

Any use of the Game in violation of these limitations will be regarded as an infringement of BSG's copyrights in and to the Game.

4.5.- By accepting the terms of this EULA, You further agree that You will not, under any circumstances:

i. use, develop or sell cheats, automation software (bots), hacks, mods or any other unauthorized third-party software designed to modify the Game;

ii. exploit the Game or any of its part for any commercial purpose, including without limitation (a) use at a cyber café, computer gaming center or any other location-based site; (b) for gathering in-game resources for sale outside the Game; or (c) performing in-game services in exchange for payment outside the Game, e.g., power-leveling;

iii. remove, disable or circumvent any security protections, proprietary notices or labels contained on or within the Game; or

iv. use any libelous, defamatory, obscene, pornographic, provocative or discriminatory language or illegal material or invades the rights of privacy or publicity of a third party on the Forums and chats relating to the Game.

Any use of the Game in violation of these limitations will be regarded as an infringement to this EULA and will be pursued to the fullest extent permissible under the law.

## **5.- SUPPORT AND MODIFICATIONS OF THE GAME**

5.1.- From time to time, at BSG's sole discretion, BSG may provide You with support services related to the Game ("Support Services"). BSG reserves the right to alter, suspend, and terminate the Support Services at any time and for any reason.

Any supplemental software, code, content, or media provided to You in the course of Support Services shall be considered part of the Game and subject to the terms and conditions of this EULA.

5.2.- BSG may modify the Game for any reason or without any specific reason, at any time and at its entire discretion, in particular for technical reasons such as updates, maintenance operations and/or resets to improve and/or optimize the Game. You agree that the Game may install or download the modifications automatically. You agree that BSG may stop to support previous versions of the Game upon availability of an updated version. As a consequence, End User can participate in the Game in its current version.

## **6.- PRIVACY POLICY**

6.1.- Collection of personal data: for using the Game we may ask you to provide us with certain personally identifiable information that may include but is not limited to your name, age, gender, nationality, address and email. We may use your Personal data to provide You with a better game experience, adapted services and Game support, contact you with newsletters, send you marketing or promotional materials and other information relating the Game and BSG and similar uses. BSG will not reveal Your personal data to third parties except when expressly authorised by You to do so, if BSG is under a duty to disclose or share Your personal data in order to comply with a legal obligation, or in order to protect BSG's rights and those of other users and third parties.

6.2.- Cookies: BSG uses third party analytics tools to collect information concerning You and Your gaming habits and use of the Game and official Website of the Game. The information collected may contain the following, without limitation: Game usage, connection information, registration information, language preferences, IP address, device identifiers and settings, purchase history and other similar information which is gathered periodically to facilitate the provision of Game updates, Game support and other preferences, security process, services and advertising related to the Game. Standing alone, this information is not personal data; however, if BSG combines any of this information with personal data, BSG will treat this information as personal data pursuant to our Privacy Policy.

6.3.- For further information concerning BSG's use of Your personal data and cookies, please refer to the Privacy Policy, incorporated to this EULA by this reference and published at <http://reservoirdogsvideogame.com/privacy-policy.html>. BSG may share your information with Lions Gate Films Inc. ("Lionsgate"), which will use such information in accordance with its independent privacy policy posted at <http://www.lionsgate.com/corporate/privacy/>.

6.4.- End User agrees to take appropriate measures to ensure the safety of its account in the Game and passwords and to prevent unauthorized use of these by a third party. If End User has reason to believe that third parties have obtained such information or can obtain it, End Users shall immediately inform BSG and change their data. Unauthorized access by any third parties to End User's personal information and account is strictly forbidden. End User agrees and acknowledges that he/she shall not sell, give or transfer its account or personal information to any third parties.

## **7.- E-MAIL, MESSAGING, BLOGGING AND CHAT**

BSG may make email, messaging, blogging, forum or chat (collectively, "Communication Means") available through the Game or through the official Website of the Game, either directly or through a third-party provider. BSG is not responsible for communications made by other users via the Communication Means. We are not responsible for communications made by You via the Communication Means. You acknowledge and agree that Your communications made via the Communication Means are public and not private communications and that You have no expectation of privacy concerning Your use of the Communication Means. You acknowledge and agree that personal information that You communicate via the Communication Means may be seen and used by others and may result in widespread distribution of such information. We strongly encourage You not to disclose any personal information in Your public communications via the Communication Means unless You wish such information to be made permanently available to the public.

BSG shall have the right, at any time, without notice to the End User to modify or delete any information posted by End User on the Communication Means, including statements and declarations.

## **8.- INTERNATIONAL USE**

Although the Game may be accessible worldwide, BSG make no representation that the Game or related materials are appropriate or available for use in locations outside Spain, and accessing them from territories where the content is illegal is prohibited. Those who choose to access the Game from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

## **9.- TERM**

9.1.- The EULA is effective from the earlier of the date You purchase, download or use the Game, until terminated according to its terms.

9.2.- You and BSG may terminate this EULA at any time, for any reason. Termination by BSG will be effective upon (a) notice to You or (b) at the time of BSG's decision to discontinue offering and/or supporting the Game. This EULA will terminate automatically if You fail to comply with any of the terms and conditions of this EULA.

9.3.- Upon termination of this EULA Your rights under this EULA will terminate automatically and You shall cease all use of the Game and destroy all copies, full or partial, together with all backup copies,

modifications, printed or written materials, and merged portions in any form and remove all component parts of the Game which have been downloaded onto Your Unit.

9.4.- Consumer's withdrawal right is not applicable to this EULA, to the extent that the Game is a digital content not delivered in a tangible form or physical support, and therefore You have no right to reimbursement of any amount You have for the Game

## **10.- WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY**

10.1.- You expressly acknowledge and agree that use of the Game is at Your sole risk and that the entire risk as to satisfactory quality, performance, and accuracy is with You. To the maximum extent permitted by applicable law, the Game is provided "as is," with all faults and without warranty of any kind, and BSG hereby disclaim all warranties and conditions with respect to the game, either express, implied or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement of third party rights. BSG does not warrant against interference with your enjoyment of the Game, that the functions contained in the Game will meet your requirements, that the operation of the Game or the additional services will be uninterrupted or error-free, or that defects in the Game will be corrected. No oral or written information or advice given by BSG or a BSG authorized representative shall create a warranty. Should the Game prove defective, You assume the entire cost of all necessary servicing, repair or correction.

10.2.- To the maximum extent permitted by applicable law, in no event shall BSG, its affiliates or licensees, be liable for any special, incidental, direct or indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information or any other pecuniary loss) arising out of the use of or inability to use the Game or defect in or caused by the Game, including but not limited to compromising the security of your Unit, operating system or files, or the provision of or failure to provide support services.

10.3.- In any case, BSG's entire liability under any provision of this EULA shall be solely limited to the amount actually paid by you for the Game.

10.4.- For purposes of this section BSG's licensors, subcontractors, channel partners and associated service providers are third party beneficiaries to the limitations of liability specified herein.

## **11.- INDEMNIFICATION**

You hereby agree to indemnify, defend and hold harmless BSG, Lionsgate and their respective affiliates and its and their respective officers, employees, directors, agents, subcontractors, licensees (excluding You), sublicensees (excluding You), licensors, channel partners and associated service providers and their successors and assigns from and against any and all liability, costs, losses, damages, and expenses (including reasonable attorneys' fees and expenses) arising out of any claim or alleged claims, suit, or cause of action relating to and/or arising from (a) Your breach of any term of this EULA; (b) Your violation of any rights of any third party; or (c) Your use or misuse of the Game. Your indemnification obligations set forth in the immediately preceding sentence shall survive the termination of this EULA.

## **12. WAIVER & SEVERABILITY**

12.1.- A failure on the part of BSG to act with respect to a breach by You or others of this EULA does not waive our right to act with respect to subsequent or similar breaches.

12.2.- If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this EULA shall continue in full force and effect and the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.

## **13.- CHANGES TO THIS EULA**

BSG reserves the right, in its sole and absolute discretion, to revise, update, change, modify, add to, supplement, or delete certain terms of this EULA for security, legal, best practice or regulatory reasons. Such changes will be effective with or, as applicable, without prior notice to You. You can review the most current version of this EULA by clicking on the "EULA" link located on the GAME or on the Website URL; [www.reservoirdogsvideogame.com](http://www.reservoirdogsvideogame.com). You are responsible for checking this EULA periodically for changes. If any future changes to this EULA are unacceptable to You or cause You to no longer be in agreement or compliance with this EULA, You may terminate this EULA in accordance with Section 9 and must immediately uninstall the Product and destroy all copies of the Game. Your continued use of the Game following any revision to this EULA constitutes Your complete and irrevocable acceptance of any and all such changes.

## **14. GOVERNING LAW**

This EULA will be governed by and construed in accordance with the laws of Spain. In the event of any claim You may have arising from or related to the Game or this EULA You agree to the exclusive personal and subject matter jurisdiction of the courts located in Barcelona, Spain, for making and resolving any such claims.

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE FOREGOING END USER LICENSE AGREEMENT AND AGREE THAT MY USE OF THE GAME IS AN ACKNOWLEDGMENT OF MY AGREEMENT TO BE BOUND BY THE END USER LICENSE AGREEMENT.