

END USER LICENSE AGREEMENT
ISSUED BY BULKHEAD INTERACTIVE LIMITED

for

"BATTALION 1944"

Last updated: 11th December 2018

1. INTRODUCTION

These are the rules (the "**End User Licence Agreement**" or "**EULA**") we use to protect *Battalion 1944* (our "**Game**") any associated scripts and tools, such as the *Battalion 1944 Development Toolkit* (our "**Tools**") and our users, including you. We've tried to keep them as short as possible, to help you understand how you can use the Game and Tools, and what problems might crop up. If you don't want to or can't agree to this EULA, then you must not buy, download, use or play our Game or Tools.

We offer the Game through the Steam platform ("**Steam**"), which is hosted by Valve S.A.R.L. (in the EU) and Valve Corporation (in the US). That means you need a Steam account to play the Game via Steam, and your use of Steam is subject to the Steam Subscriber Agreement, which you can find [online here](#). The Steam Subscriber Agreement changes from time to time, and if it becomes inconsistent with this EULA then, where there are conflicts, the Steam Subscriber Agreement takes precedence. Steam lets you get a refund for the Game in some cases. You can find out how on the Steam website here: [Steam Refunds](#). We offer the Tools through the Unreal® Engine platform ("**Unreal**"), which is hosted by Epic Games International S.A.R.L. (in the EU) and Epic Games, Inc (in the US) ("**Epic Games**"). That means you need an account with Epic Games to use the Tools via Unreal, and your use of Unreal is subject to the Unreal® Engine End User License Agreement, which you can find [online here](#). The Unreal® Engine End User License Agreement changes from time to time, and if it becomes inconsistent with this EULA then, where there are conflicts, the Unreal® Engine End User License Agreement takes precedence.

You're only allowed to use the Game or Tools and send personal information to us if you are either 18 years or older, or you are 13 years or older and your parent or legal guardian has read this EULA and explained it to you, and provided us with their consent to your use of the Game and Tools.

2. SUMMARY

- This EULA is a legal agreement between us and you, so please read it carefully.

- It describes how you are permitted to use the Game and Tools.
- If you break these rules, we may stop you using the Game or Tools, or ask our lawyers to get in touch.
- The Game and Tools are provided on an 'as is' basis.
- This EULA may change from time to time.

3. WHAT YOU CAN DO

We're excited to see you enjoy the Game and do cool stuff with it, so please go nuts! As long as you follow the rest of the rules in this EULA, you can use the Game in the following ways:

- To play the Game (we own the Game, the Tools, and brands or content in the Game, so you are buying permission to play the Game and use the Tools yourself in accordance with this EULA, not the Game or Tools themselves).
- Play around with and build modifications for the Game using the Tools, and share them (as long as you follow the rules below in the section "***Modding and our Tools***").
- Share screenshots and videos of your gameplay.
- Include ads in gameplay videos which you share via streaming video sites (as long as it doesn't seem like an endorsement by us).
- Use upgrades and updates which we hope to make available from time to time (although we are not obliged to provide updates or support, and updates might cause problems with mods).
- Create and submit content in and to the Game or through the Tools (in which case you give us irrevocable permission to use, copy, modify, share and adapt that content, including your mods, and to let other people do so).

4. MODDING AND OUR TOOLS

We're excited to see what you can create using our Tools, but it's important that you respect our rights, and those of others, in doing so.

If you create a mod from scratch, you will own it. In order to own the mod this means you shouldn't include material owned by others in your mods without their permission (that includes copying the look and feel of other mods or materials as well as copying the actual models, scripts and other assets). If you include any parts of the Game, the Tools or our content in your mod, then we will own those parts of your mod.

Don't charge for anything you create relating to the Game or include any adverts or sponsored content in your mods. Make sure it's clear they are unofficial, and comply with our modding guidelines from time to time, which you can find here: <http://www.battaliongame.com/modding/guidelines.pdf>.

If you make mods available through *Steam Workshop*, *Unreal* or other online services, make sure you keep a backup. We don't guarantee that mods you publish or make available through the *Steam Workshop* will always be available, and we may also remove them if we think it's necessary, for example if they don't comply with our modding guidelines.

Mods should not include a copy of the Game itself, and you take all responsibility for the mods you create. By creating a mod for the Game, you agree we can use, copy, modify, share and adapt it, and let other people do so.

Please note that others might copy or modify the mods you make publicly available, and use them in ways you disagree with. Although this kind of activity is discouraged by our modding guidelines, you acknowledge we are not responsible and shall have no liability for the activities of other modders.

5. WHAT YOU CAN'T DO

To protect the Game and our users, it's important for us that all "official" Game items come from us so we can guarantee their quality, that only we make commercial use of the Game or any part of it, and that other people don't use the Game in a way which is unfair or which might affect our rights.

The following sets out some of the things that you cannot do with the Game and/or the Tools:

- Don't share, rent, resell, or make available copies of the Game (or any hacked versions) or any licence keys to anyone else, and don't let anyone else have unfair or unreasonable access to anything we've made.
- If you share mods, plugins or tools for people to use with their own copy of the Game, or videos or screenshots of your gameplay, make sure you created them yourself and that it's clear they are not official.
- Don't charge for, or make commercial use of anything which we've made or which is related to the Game unless we've agreed it with you in advance in writing, or where it's expressly allowed by law (such as under "fair dealing" or "fair use" law) or this EULA.

- Don't share any password you use to access the Game, or any access to your account, with any other person. Don't do anything (or attempt to do anything) which might disrupt use of the Game by us or other gamers, or which could harass or upset other members of the *Battalion 1944* community.
- Don't make anything available on or through our Game or Tools unless you're happy to share it with the general public, and it is your own original creation.
- Don't make any advertising available on or through our Game, or anything which is someone else's creation or image.
- Don't make anything available on or through our Game which is illegal, dishonest, racist, sexist, homophobic, pornographic, bullying, trolling, or which might damage our or another person's reputation, infringe their rights, or impersonate or trick or exploit anyone.

Make sure you read these rules carefully and understand them. If we are threatened or face legal action because you've uploaded someone else's content, or because you break any of the other rules in this EULA, we may hold you responsible. That means you will need to compensate us, and pay us back for any damage we suffer as a result, and for our legal and other expenses.

6. OUR LIABILITY

Nothing in this EULA will limit any of your rights which may not be excluded under law. This means that, irrespective of any other terms in this EULA:

- our liability to you for personal injury or death caused by our negligence is not excluded or limited, nor is our liability to you for any fraudulent representation we make;
- if the Game is faulty when we deliver it to you, we will try to repair or replace it;
- if we can't fix that fault within a reasonable time, or without significant inconvenience, you're entitled to all or some of your money back;
- if, as a result of the fault, the Game damages your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

Other than as mentioned above, our overall liability to you is limited to the price you paid for the Game. The Game and the Tools, along with any updates or upgrades, are provided "as is". That means we don't make any promises to you about the Game or Tools other than that the Game will be of satisfactory quality, as described, and fit for purpose.

We don't make any other promises about the Tools or our Game (we know you'll love it, but that doesn't mean you can give it back after a month because you've found a new game to play).

We'll use reasonable skill and care to provide the Game and Tools, but can't guarantee there won't be any errors or interruptions when playing it or using them, or that they won't cause any problems with your device.

If we release a version of the Game which is not yet complete, because we want to give you early access, then you'll need to bear in mind that it may have some bugs (this also applies to the Tools).

Please do let us know straight away if you discover any problems with the Game or Tools, so we're aware and can decide whether it's something we need to address in a future release (if there is one). You can contact us to let us know about any problems with the Game or Tools at support@bulkheadinteractive.com.

7. CLASS ACTION WAIVER

Unless we agree with you otherwise in writing and/or subject to applicable laws, you agree that you may only bring any claim that you might have against us on an individual basis and not as a claimant or member in any purported class, collective, consolidated or representative action or legal proceeding.

This section will not apply to you if you live in a jurisdiction that does not permit class actions or other collective disputes.

8. GENERAL STUFF

This EULA doesn't affect any legal rights you may have under the law that applies to you for the Game or Tools which cannot be excluded or limited. Nothing we say in these terms affects those legal rights.

We may also change this EULA from time to time but changes only affect you to the extent they can legally apply. For example, if we release an update with a new EULA, and you don't use the update, then the old EULA applies, but if you do use the updates or if you use parts of the Game or Tools that rely on our ongoing online services then the new EULA will apply. In that case we may not be able to/don't need to tell you about changes for them to have effect, so you should check back here from time to time.

We'll only make changes if they are reasonable, for example if the law changes, we need to protect other users of the Game or Tools, or we're making improvements or adding features which mean this EULA needs a rethink.

This EULA is governed by English law and you can bring proceedings in respect of the Game or this EULA in the English courts. If you live in Scotland you can bring legal

proceedings in respect of the Game in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Game in either the Northern Irish or the English courts.

9. COMPANY AND CONTACT INFORMATION

In this EULA, "we", "us" and "our" refers to:

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