

# **End User License and Warranty Agreement**

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## **§ 6 Export Controls**

The Software may not be re-exported, downloaded or otherwise exported into (or to a national or resident of) any country to which this country Germany or the US have an embargo in force.

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By accepting the Agreement, you agree to indemnify and otherwise hold harmless BeamNG from any direct, indirect, incidental, special, consequential or exemplary damages arising out of, relating to, or resulting from your use of the Software or any other matter relating to the Software.

## **§ 8 Limited Warranty**

BeamNG does not warrant that the operation of the Software will be uninterrupted or error free

or that errors can be corrected. The Software is provided without any warranties or guarantees

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## **§ 9 Limitation of Liability**

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9.2 In case of ordinary or slight negligence, BeamNG and its licensors shall be liable only for breaches of a material contractual obligation, i. e. of an obligation which is indispensable for the attainment of the contract purpose and which you must therefore be able to rely upon.

9.3 In case of ordinary or slight negligence, BeamNG and its licensors, to the maximum extent permitted by law:

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- shall not be held liable for any damage, injury or loss if caused as a result of your negligence, accident or misuse, or if the Software has been modified in any manner (not by BeamNG or its licensors) after it has been bought

9.4 Liability in accordance with § 9. 2 and § 9. 3 shall be limited to the typical, foreseeable damages.

## **§ 10 License to BeamNG and other users for User Generated Content**

10.0 User Generated content shall be defined as any kind of content that is generated by the user within or for the Software including, but not limited to replays, skins, textures, mods, lap times, leaderboard entries, etc.

10.1 If you create, transfer, share, send, submit, post or upload any User Generated Content you will still own the User Generated Content (assuming you have rights to own it) but you grant BeamNG the right to use your User Generated Content to the extent outlined below without the need of further permission or without any form of compensation. By transferring, sharing, sending, submitting, posting, uploading or making available User Generated Content on beamng.com or any of BeamNG's services, you grant BeamNG a worldwide, royalty-free, perpetual, irrevocable, non-exclusive right and fully sub-licensable license to use, copy, reproduce, distribute, publish, publicly perform, publicly display, modify, adapt, translate, archive, store the User Generated Content, and create derivative works from your User Generated Content, in any form, format or medium of any kind now known or later

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10.6 As creator of User Generated Content you are obliged to follow BeamNG's instructions to fix bugs in the User Generated Content if you want your User Generated Content to be released to the public on BeamNG's website. You may however choose at any point to remove User Generated Content from the beamng.com website. Your removal will not affect any rights of any user who has already obtained access to a copy of your User Generated Content.

10.7 The creator of User Generated Content is responsible to keep the User Generated Content up-to-date with any features of the Software. BeamNG reserves the right to modify the Software, which may result in User Generated Content not working anymore. It is not in BeamNG's responsibility to fix User Generated Content.

10.8 BeamNG reserves the right to modify, reupload, change or take down the User Generated Content without further notice and without reason.

10.9 You are responsible for the User Generated Content that you uploaded and warrant that the same does not infringe third parties' intellectual property or other rights and that the User Generated Content does not violate any laws in any country. You agree to indemnify defend and hold BeamNG harmless from any claims, costs or expenses (including legal expenses) arising from a violation of this clause.

## **§ 11 Equitable Remedies**

You hereby agree that BeamNG would be irreparably damaged if the terms of this Agreement were not specifically enforced, and therefore you agree that BeamNG shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as BeamNG may otherwise have available to it under applicable laws.

## **§ 12 Chat System**

The Software's chat system is not monitored or moderated. BeamNG is not responsible for any text/content distributed within.

## **§ 13 Miscellaneous**

The Agreement constitutes the entire agreement between you and BeamNG regarding the Software. BeamNG is entitled to change the Agreement with effect for a future date. BeamNG will only carry out these changes for an important reason; in particular based on new technical developments, expanding our services, changes in legislation or jurisprudence or other equivalent reasons. Should the change significantly distort the contractual balance between the parties, the change will not take place. In all other cases, changes require your approval. You agree to be informed about changes to the Agreement when you log in to the relevant games platform or via ingame messages or by e-mail to your most recently notified e-mail address. The Agreement is considered accepted if you do not object to them in writing or in text form (e. g. by e-mail or fax) within eight weeks after receipt. ("Objection Deadline"). When notifying any changes, we will draw specific attention to this option. We advise you to direct any objection to us in writing or by e-mail for the preservation of evidence. In the latter instance, it is recommended to provide the name of both the Software and your own name in the subject line. If you do not object to the changed Agreement towards us within the Objection Deadline or you continue to use the Software despite access to the notification concerning changes, the changed or supplementary Agreement becomes effective. If you object within the deadline, both you and BeamNG are entitled to duly terminate the Agreement and after the expiry of a possible notice period, to delete the account. Any fees paid in advance shall not be refunded. When notifying changes, we will always explicitly point out the possibility of objection and termination as well as the period of notice and the legal consequences in particular where an objection does not take place.

## **§ 14 Applicable Law**

To the maximum extent permitted by the local law applicable in the country in which you obtain or use them, this Agreement is subject to German Law. The courts of Hamburg, Germany have exclusive jurisdiction over disputes arising from this Agreement.

## **Contact**

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