

# End-User License Agreement (EULA) - "90 and 1 days before my death"

## [EN]

Copyright © 2025 [90 and 1 days before my death], All rights reserved.

### Art. 1 Subject of the License and Grant of Use

1.1. This End-User License Agreement (hereinafter the "License") defines the terms and conditions governing the use of the interactive software "90 and 1 days before my death" (hereinafter the "Game"), owned and licensed by Akenayō Studio.

1.2. Following the purchase of the Game, Akenayō Studio grants the User a limited, non-exclusive, non-transferable, and revocable license to access and use the Game solely for personal and non-commercial purposes.

1.3. The purchase of the Game grants the User a right of use and not ownership of the software itself. The User is not authorized to sell, rent, lease, sublicense, or distribute the Game to third parties.

1.4. Access to the Game may be temporarily suspended for maintenance, updates, or in the event of a violation of this License or the applicable Terms of Service.

### Art. 2 Third-Party Licenses

2.1. The Game may incorporate or make use of third-party software or components with their own licenses. The use of such components is subject to their respective license terms, which are available on the official game website, in the 'LICENSE' folder of the Game.

2.2. The User agrees to comply with these additional licenses, in addition to this License.

### Art. 3 User-Generated Content (UGC) and Modifications (MODs)

3.1. Akenayō Studio recognizes and encourages the creativity of its Users. The creation of modifications (hereinafter "Mods") of the Game is permitted for exclusively personal use or for free distribution to the community, provided that the following conditions are met:

- a) The Mod must not violate this License or other applicable third-party licenses.
- b) The Mod must be uploaded to the dedicated channel on the Akenayō Studio Discord server to be approved by the staff, or sent via email for the same approval.
- c) The Mod cannot be sold or directly monetized through direct payments. The Mod creator may earn through social channels and voluntary donations, without being required to pay any percentage of such earnings to Akenayō Studio.
- d) The Mod may not use the Game's network features or interact with game servers not authorized by Akenayō Studio.
- e) The Mod may not contain third-party copyrighted material without the prior authorization of the respective rights holders.
- f) As derivative works of the Game, all Mods are subject to Akenayō Studio's copyright. The creating User will retain authorship credit for the Mod but will not acquire any intellectual property or commercial exploitation rights over the Mod itself, except as expressly permitted herein.

## **Art. 4 Monetization of Content on Third-Party Platforms**

4.1. Users are authorized to create and monetize content (e.g., videos, live streams) related to the Game on their own social channels or third-party platforms (e.g., YouTube, Twitch), without Akenayō Studio requiring any percentage of the revenue derived from such monetization.

## **Art. 5 Use Restrictions**

5.1. The User is strictly forbidden to:

- a) Duplicate, distribute, transmit, make available to the public, sell, rent, sublicense, or otherwise exploit unauthorized copies of the Game.
- b) Use the Game or its Content (including assets, characters, narratives) for commercial, promotional, or advertising purposes without the prior written authorization of Akenayō Studio, except as provided in Art. 4.
- c) Decompile, disassemble, reverse engineer, alter, modify, or create derivative works from the Game, except as expressly permitted by this License (e.g., for approved Mods).
- d) Use the Game or its Content in a defamatory, discriminatory, obscene, illegal, threatening manner, or in a way that violates the rights of third parties (including intellectual property and privacy rights) or damages the reputation of Akenayō Studio.
- e) Use cheats, bots, automation software, hacks, or any other unauthorized program that may alter or facilitate the modification of the gaming experience.

## **Art. 6 Prohibited Content and Inappropriate Behavior**

6.1. The use of the Game or the creation of derivative Content (including Mods) on any platform is strictly prohibited in the following cases:

- a) For purposes of bullying, cyberbullying, discrimination, incitement to hatred or violence.
- b) Explicit or implicit references to Nazism, Fascism, Stalinism, or sensitive war events (e.g., Hiroshima/Nagasaki).
- c) Political or ideological propaganda.
- d) Pornographic content (excluding that which is expressly permitted and classified as appropriate for an adult audience, if present in the original Game and not derived from Mods).

6.2. Child Pornography: The use of the Content or the Game for the creation of child pornography is considered a most grievous violation and will result in the immediate removal of the content and immediate reporting to the competent authorities. Akenayō Studio strongly condemns the creation of any child pornographic content. The age of the characters is indicated on the official Game website or in the game files.

6.3. Any serious violation of these rules will result in legal action, including the involvement of the competent authorities, in accordance with Italian and European law.

## **Art. 7 Age Limits**

7.1. The Game is intended exclusively for an adult audience (minimum recommended age: 18 years) due to the possible presence of vulgar language, graphic violence, or other content not suitable for minors.

7.2. Akenayō Studio strongly recommends that minors do not access the Game. Access to the Game by minor Users must occur under the supervision and with the consent of their parents or legal guardians, who assume full responsibility for such access and for the minor's use of the Game.

## **Art. 8 Violations and Termination**

8.1. In the event of a violation of the terms of this License by the User, Akenayō Studio reserves the right to take, at its sole discretion, one or more of the following actions:

- a) Demand the immediate removal of unauthorized Content.
- b) Suspend or terminate the User's account or access to the Game, without refund.

- c) Take civil or criminal legal action, as provided for by Italian and European law.
- d) For the most serious violations (e.g., child pornography), make an immediate report to the competent authorities.
- e) Request the forced removal of Content that violates this License from third-party platforms, including through the intervention of competent authorities in case of failure by such platforms to act promptly.

## Art. 9 Final Provisions

9.1. Applicable Law and Jurisdiction: This License is governed and interpreted in accordance with the laws of the Italian Republic. For any dispute arising from or related to this License, the Court of Milan shall have exclusive jurisdiction.

9.2. Acceptance: The installation, use of, or access to the Game by the User implies the complete and unconditional acceptance of all terms and conditions of this License.

9.3. Changes to the License: Akenayō Studio reserves the right to modify this License at any time. The new rules or modifications will become effective 15 days after their publication on the official Game website and/or within the Game itself. Modified articles will be indicated by an asterisk (\*) at the beginning.

## Additional Information

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- **LAST MODIFIED:** N/A
- **COUNTRY OF REFERENCE:** Italia (Unione Europea)
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