

GAMES2GETHER PLATFORM USERS AGREEMENT

Local laws in your respective jurisdiction may require that you are of a certain age in order to enter into certain legally binding arrangements such as the terms of this Agreement. In the event that you are under the required age, you may not continue to use the Site, unless your parent or legal guardian has reviewed and agreed to these terms. Local laws may also require that children under a certain age are supervised during their use of the Site. By using the Site, you warrant that you are old enough to use the Site without supervision. If you are under the required age, your parent or legal guardian warrants that they are supervising and monitoring your use of the Site at all times.

The GAMES2GETHER site (“GAMES2GETHER”) is operated by Amplitude Studios SAS, the registered office of which is at 43 rue de la brèche aux loups 75012 Paris, listed with the Paris Trade and Companies Register under the number of 529 778 185.

Article 1 Definitions

In this Agreement, the following words or expressions – whether in the singular or plural – have the following meanings whenever they are written with a capital letter.

Account refers to an account on the Site and includes all data (which may include personal data) provided by a User which relates to that User’s registered G2G account. For the avoidance of doubt, this data is not visible to any other Users except for any Profile Data.

Amplitude Studios refers to the Amplitude Studios SAS, the registered office of which is at 43 rue de la brèche aux loups 75012 Paris, listed with the Paris Trade and Companies Register under the number of 529 778 185 as well as any person employed and/or legally representing it and/or mandated (even tacitly) to represent it in connection with the Agreement.

Agreement refers to this agreement governing the Site registration and usage provisions, which may be updated from time to time by publishing.

Data refers without limitation to any message, comment, text, image, drawing, model, video, sound, music, signal, trademark, patent, software, trade name, firm name, company name and any information displayed, published or disseminated on or through the Site.

Amplitude Studios Data refers to the Data created by Amplitude which belongs to Amplitude Studios.

User Data refers to the Data created by a User which shall belong to that User.

G2G refers to GAMES2GETHER.

Media refers to all physical and non-physical media, interactive and non-interactive, analogue and digital, optical, magnetic, mechanical or electronic existing throughout the world, now or at any time in the future, including but not limited to paper, cardboard, textile, metal, plastic, screen, magnetic, film, videogram, videodisc, CDI, CD/DVD-Rom, DVD, CDV, Blu-Ray Disc, digital disk hard disk and other external storage devices, USB key, memory card, flash memory, mobile telephone, digital tablet such as an iPad, SD Card and similar including with regard to mobile telephones, Internet, Intranet, over-the-air or cable television, TNT, XDSL, WebTV, Internet site, Catch-up TV, Podcasting, landline or mobile telephone networks as well as all electronic communication networks.

Modifications refers to the modifications, regardless of their scope and type made by a User to any Amplitude Studios Data as authorised by Amplitude and which shall be deemed as separate from Mods.

Mods refers to the Amplitude Studios Data as modified, regardless of the scope and type of the modification(s) made by a User as authorised by Amplitude.

Processes refers to all technical processes for the editing, reproduction and exploitation of the Deliverables, currently known or unknown and notably graphic, mechanical, chemical, magnetic, electrical, electronic, computerized, analogue, digital, holographic or scanning processes.

Profile refers to all User-related information provided by that User which shall be published on the Site and which shall

therefore be visible to the public irrespective of whether they are a User of the Site.

Site refers to the Games2Gether Internet site, currently accessible at the address www.games2gether.com.

Users refer to individuals which shall be at least 13 years of age and registered with an Account.

Article 2 Purpose of the Site

The Site allows its Users to take part in a community-based global experience with global participation involving the video games produced by Amplitude Studios as well as, where relevant, video games produced by other parties. The Site's main objective is to provide its Users with as great a variety of game experiences as possible, ranging from events scheduled by the team of Amplitude Studios developers to activities set up by the Users / players themselves. The site also allows for, social interactions with other Users / players.

Article 3 Registration on the Site

Any individuals that access the Site but are not registered for an Account on the Site can see all Site sessions (except for bug sessions) but cannot participate in these sessions nor use the Site's functionalities. To participate in these sessions and use these functionalities, they must join the G2G community, which means registering for an Account on the Site. To register on the Site, Users must be 13 years of age or more, they must provide a username, date of birth, valid e-mail address and a password (the e-mail address and password will be the identifiers needed to connect to the Site). Once these elements have been provided and created, the individual shall be requested to indicate the username of the User who informed him/her about the Site. The individual must then read and accept the Agreement, and print and/or save it on a durable medium. After having accepted the Agreement, the individual shall receive an email of validation of their Account at the e-mail address provided as part of the registration. The individual validates his/her Account and becomes a User by clicking on the hypertext link contained in the e-mail sent to him/her. Once the Account has been created and validated, the individual becomes

a User and his/her Profile becomes visible. S/he must then create a signature that will be included at the end of each of his/her contributions. S/he can then customise his/her Account and Profile by including his/her surname(s), first name(s), physical address and telephone number (data included only in the Account), by selecting a badge, avatar, title and universe from amongst the ones proposed by Amplitude Studios, and by writing a biography that will serve as an introduction and provide a better idea of him/herself to the community of Users and the Amplitude Studios developers (data included in the Profile). Finally, the User will be awarded his/her first G2G points and can begin using the Site functionalities.

Article 4 Modification of the Agreement

Amplitude Studios can modify the Agreement at any time, which Users formally accept without any right to complain. In case of Agreement modifications, Users are informed by an e-mail message sent to the e-mail address recorded in their Account. They are then asked to read the modified Agreement, to print and/or save it on a durable medium and especially to accept it, otherwise their Account and Profile will be deleted pursuant to article 21 of the Agreement and they will no longer be able to use the Site functionalities.

Article 5 Site operation

The Site offers the following functionalities: (i) private messaging between Users (ii) a communication space (blog) that the team of Amplitude Studios' developers can use to publish messages accessible by Users and that the latter can use to react to them, (iii) a discussion space (forum) available to Users for discussions with other Users or with the team of Amplitude Studios developers on topics that they will themselves have created, (iv) a voting space that Users can use to vote on the proposals from the team of Amplitude Studios' developers and, to a lesser degree, on the proposals from certain Users relative to an Amplitude Studios game, and to comment on the voting results, and (v) a space dedicated to the contests organised by Amplitude Studios and that is used to highlight Users who have participated. Any

and all products or results of the activities and functionality described in (i) to (v) above inclusive in any Media are either Amplitude Studios Data or User Data.

Article 6 VIP Users

Amplitude Studios offers to recognise the Site's most active Users as VIP Users. Users who accept to become VIP Users can have access to a hidden forum that will be used to post game designs relative to the games still in the preview stage, and to maintain preferred contacts with the team of game developers.

Article 7 G2G points

When Users register on the Site, they are awarded points. Additional G2G points may be awarded to Users by engaging in certain activities on the Site. These points allow them to vote on the choice of future functionalities and/or visuals for the games, to vote on the most interesting discussions.

Article 8 Rules to be followed on the Site

The Site must enable Users to add to their experiences surrounding the games and to calmly discuss with one another as well as with the team of developers regarding the games. While freedom of expression is a fundamental freedom, Users must be aware that this right is limited by the rights of others, whether Users or not. As such, Users undertake to be polite, courteous and respectful of others, not to publish or send out bulk Data, not to insult or defame anyone, not to assume any other person's identity or claim to be any other person, not to undermine the rights of any third parties (such as, for example, any personality rights or intellectual property rights), not to publish or send any Data that is harmful, illegal, obscene, pornographic or to which s/he does not hold the rights, not to take part in any attack of any nature against any party (User, Amplitude Studios or other) and, more generally, Users undertake to comply with the Agreement and to not violate any law or regulation. Amplitude retains the absolute discretion to suspend access to the Site to any User who violates the rules set out above, and/or any other terms of this Agreement.

Article 9 Prohibitions

Moreover, Users formally undertake not to (i) undermine or attempt to undermine the Site's integrity, (ii) delete or attempt to delete,

modify or attempt to modify any indication relative to the title or ownership of any data owned by a third party (User, Amplitude Studios, or other), (iii) extract or attempt to extract, recover or attempt to recover, decompile or attempt to decompile, perform or attempt to perform any reverse engineering of any data emanating from a third party (User, Amplitude Studios, or other) outside of the legal provisions that could authorise such actions, (iv) produce or attempt to produce mirror sites of all or part of the Site, (v) hinder or attempt to hinder, deteriorate or attempt to deteriorate the operation and/or functionalities of the Site, (vi) use or attempt to use any Site functionalities without being a User or otherwise authorised by Amplitude Studios, (vii) commit or attempt to commit any malicious act whatsoever against Amplitude Studios or the Site, regardless of the means employed and reasons thereof.

Article 10 After-the-fact moderation relative to third parties

Users are informed, and acknowledge and agree, that Amplitude Studios does not perform any moderation or systematic prior control of the User Data, including but not limited to private messaging between Users. Users and, more generally, all persons possibly having access to the Site are requested to refer to Amplitude Studios regarding any Data that, in the User's opinion, may be unlawful or non-compliant with the Agreement provisions. Amplitude Studios assumes no responsibility or liability for the Data that Users put on the Site. Users are requested to notify Amplitude Studios under the conditions of article 6 5 of Law n°2004-575 of 21 June 2004 on confidence in the digital economy, by using the form made available to them on the Site and that is accessible at all times in each session's footer.

Article 11 Responsibilities and waiver of liability of Amplitude Studios

Amplitude Studios is responsible for the Amplitude Studios Data only. In this regard, Amplitude Studios will make every effort to ensure the Site's continual and optimal operation, while striving to ensure the best

possible experience for Users. However, Amplitude Studio cannot guarantee the Site's continuous operation or performance, notably due to the nature of the Internet, technical constraints for which Amplitude Studios is sometimes required to call on external service providers, hardware and/or software maintenance of the server and/or of the Site, despite the efforts of Amplitude Studios to limit the frequency and duration of such downtime. With regard to Site accessibility, Amplitude Studios is only bound by a reasonable efforts obligation, which the Users understand and formally accept, without any right to make complaints. In any event and regardless of the basis claimed by the User, Amplitude Studios can only be held liable with regard to (i) proven fault, (ii) within a time limit of three (3) months after the occurrence of the operative event or, according to the context, its discovery, and (iii) any liability will be limited to the sum of €500. These three conditions are cumulative. Users understand and accept that these waivers of liability are reasonable in view of the cost-free nature of the Site functionalities and that Amplitude Studios would not have offered them without these waivers of liability.

Article 12 Liability of the Users

Users are solely liable for their actions, statements and User Data and Amplitude Studios is a host for the purposes of article 6 2 of Law n°2004-575 of 21 June 2004 on confidence in the digital economy. Accordingly, it has excluded its liability except in the event that Amplitude Studios has not acted promptly to withdraw unlawful User Data which has been brought to its attention under the conditions of article 6 5 of Law n°2004-575 of 21 June 2004 on confidence in the digital economy, notably by means of the form available on the Site and that is always accessible in the session page footers.

Article 13 Removal of User Data by Amplitude Studios

Once notified under the conditions of article 6 5 of Law n°2004-575 of 21 June 2004 on confidence in the digital economy notably by means of the form available for this purpose,

Amplitude Studios undertakes to remove any User Data that is unlawful or contrary to one or more of the Agreement provisions. Amplitude Studios also reserves the right to remove any User Data that in its sole discretion is unlawful or contrary to one or more of the Agreement provisions. Users formally accept such removals with no grounds for complaint in this regard nor any right to pursue the liability of Amplitude Studios.

Article 14 Protection of User Data

Users are assumed to be the authors, owners and/or holders of the rights to the User Data. Whenever Users are not the authors, owners or holders of the rights to the User Data, they guarantee, insofar as necessary, that they have obtained the appropriate authorisation, concession or assignment of rights from the said author, owner and/or holder of the rights to enable Amplitude to freely publish and/or distribute this Data.

Article 15 Rights assigned by the Users to Amplitudes Studios

Users may, upon request from Amplitude Studios or otherwise, make Modifications and generate Mods, that are respectively likely to be considered as original or derived works. Users do not become the owners of the Mods, however in the event that the Users are deemed to be the owners, they assign, exclusively and at no cost, to Amplitude Studios, all rights that they may hold to the Modifications and Mods. This assignment relates to the Modifications and, insofar as necessary, the Mods and covers the assignment of rights such as (i) **exploitation**, notably including (a) the right to incorporate and exploit all or part of the Modifications and Mods in databases, multimedia works or video games, whether for exploitation online and/or off-line, (b) the right to grant to third parties, notably by disposal, licence or any other contract type, free of charge or against payment, all or part of the assigned rights to the Modifications and Mods, on a temporary or definitive basis, (c) the right to authorise the reproduction, presentation, publication and production of all or part of the Modifications and Mods as well as of all characteristic elements of the Modifications

and Mods for the purposes of exploitation by any Process and on all Media including in order to promote and/or advertise a video game, (ii) **reproduction**, notably including (a) the right to fix or have fixed, reproduce or have reproduced, record or have recorded, by all Processes, on all Media, in all formats and using all aspect ratios, in two or three dimensions, all or part of the Modifications and Mods, as well as still photographs representing all or part of the Modifications and Mods, (b) the right to establish or have established, exploit or have exploited all originals, duplicates or copies of all or part of the Modifications and Mods, by all Processes, on all Media and using all formats, (c) the right to circulate or have circulated, and to exploit or have exploited these originals, duplicates or copies, on all Media, via all fixed and/or mobile electronic communication and/or radio-communication networks and/or all fixed and/or mobile telecommunication networks and, or generally, by all means available to the public at the present time or in the future, relative to all or part of the Modifications and Mods, (d) the right to digitize or have digitized, to adjust or have adjusted, compress and/or decompress or have compressed and/or decompressed, place in memory or have placed in memory, reproduce or have reproduced all or part of the Modifications and Mods as well as storing them and/or having them stored, notably in view of their transfer and/or their dissemination and/or exploitation on all Media and by all Processes, (iii) **presentation**, notably including (a) the right to present or have presented all or part of the Modifications and Mods throughout the world, by waves, cable, satellite, digital television, radio relay broadcast, TNT, XDSL, WebTV, Catch-up TV, Podcasting, fixed and/or mobile television, Internet, Intranet, mobile telephony networks, and all electronic communication networks, in all locations whether private or open to the public and by all Processes, on all Media, at no cost or in exchange for an inclusive subscription or an individualized price, (b) the right to communicate the broadcast of all or part of the Modifications and Mods in locations open

to the public, (c) the right to broadcast or have broadcast all or part of the Modifications and Mods throughout the world to the general public on any electronic communication networks (notably IT, telematics, Internet) and by any Process, (d) the right to present all or part of the Modifications and Mods to the public within the premises of cultural and educational institutions whether public or private, French or foreign, such as, for example, libraries, educational or training establishments, over the internal networks of companies, groups of companies and all other natural and legal persons, public or private, French or foreign, (e) the right to exploit all or part of the Modifications and Mods by means of linear or interactive videograms, whether analogue or digital and notably including DVDs, video cassettes, video discs, CDIs, CD-Rom, DVD-Rom, DVD, CDV, Blu-Ray Disc, digital disks, hard disks, USB keys, memory cards, flash memory, SD Cards or similar, intended for sale, rental or loan for the private use of the public or for public use, (f) the presentation to the public of all or part of the Modifications and Mods in all events notably intended for the information, promotion, demonstration and advertisement of video games (iv) **adaptation**, notably including the right to adapt, correct or develop the Modifications and Mods, the right to produce new versions of the Modifications and Mods or new developments, on the basis of the Modifications and Mods, the right of maintain, modify, arrange, assemble, condense, transcribe, digitize or mix all or part of the Modifications and Mods, the right to translate them into any language whatsoever, to adapt them in any artistic form whatsoever, the right to interface them with any software, hardware or database, the right to integrate them into any existing or future work, and to do so on any Medium and by any Process, (v) **derived marketing**, notably including (a) the right to manufacture, distribute, sell, rent, lend, edit, market or use in all shapes, products and/or objects disseminated on the market that include, in their substance, form, decoration, packaging or presentation in any manner whatsoever, all

or part of the Modifications and Mods as well as any characteristic element of the Modifications and Mods, (b) the right to commercially exploit dematerialized products and/or services notably including SMS, MMS, chat, games, multimedia creations, downloads, customisation elements for portable telephone such as ringtones, screen backgrounds, flash animated sequences etc... that reproduce or use all or part of the Modifications and Mods as well as any characteristic element of the Modifications and Mods, (vi) **distribution**, notably including the right to disseminate or have disseminated, the right to market or have marketed, the right to release to the market or have released to the market all or part of the Modifications and Mods, in return for payment or not, including through the rental or sale of reproductions of all or part of the Modifications and Mods, on any Medium, by any Process and to the general public, (vii) **purpose**, notably including the right of define and of modify the use and purpose of the Modifications and Mods in any form, known or unknown, current or future, and (viii) **use**, notably including the right to arrange for usage and exploitation of the Modifications and Mods, on a personal basis or for the benefit of third parties, whether free of charge or against payment, for the purposes of performing any type of processing or application, for any purpose whatsoever. This assignment is granted to Amplitude Studios (i) for the entire world and for the entire duration of the legal protection of the intellectual property rights relative to the Modifications and Mods and their possible legal extensions, (ii) on an exclusive basis and without financial consideration along with the right for Amplitude Studios to assign or license, in turn, the intellectual property rights assigned to it to any third party of its choice. Accordingly, the Users undertakes not to sell, rent, reproduce, present or extract the Modifications and Mods that they will simply, as relevant, be able to use as part of the Amplitude video game to which they relate. Moreover, Users declare their awareness (i) that they have no right to the Modifications or Mods, (ii) that they are using these

Modifications or Mods at their risks and perils, and (iii) that they cannot pursue the liability of Amplitude Studios in case of possible damage caused by these Modifications or Mods, notably in case of data losses or damages caused to their terminal.

Article 16 Rights granted by the Users to Amplitudes Studios

Users may, upon request from Amplitude Studios or otherwise, create original works or hold intellectual property rights in the course of providing User Data. The Users grant to Amplitude Studios all of the rights that they hold to these works and/or the protected Data. The rights granted to Amplitude Studios in this manner are the same as those assigned in application of article 15 above and shall be (i) for the entire world and for the entire legal protection of the intellectual property rights relative to these works and/or protected Data and their possible legal extensions, (ii) on a non-exclusive, irrevocable, transferable (meaning with the right for Amplitude Studios to grant, in turn, all or part of the intellectual property rights granted to it to any third party of its choice), perpetual and no-cost basis. Users undertake to refrain from any use, reproduction, presentation, or exploitation for advertising, commercial or financial purposes.

Article 17 User Guarantees

Users guarantee that the User Data does not infringe on the rights of any third party. In particular, and whenever the User Data may be protected by property rights (tangible or intangible) including without limitation copyright, the User guarantees that they are the owners and/or holders of these rights or, at the very least, they guarantee that they hold all of the necessary right(s) with respect to the rights and obligations in this Agreement. Moreover, Users guarantee to Amplitude Studios and its affiliated companies that the Modifications, Mods, protected User Data and the works indicated above in article 16, do not constitute infringements and more generally that they do not violate any third party rights. The Users hereby agree and undertake to indemnify Amplitude Studios and hold it and its affiliated companies harmless against any loss, costs or damages which arise as a result of third party infringement claims. In the event of

third party complaint, Amplitude Studios will immediately inform the User that is responsible for providing such Data, and that User undertakes to provide active assistance to Amplitude Studios in order to defend any such claim relating to the disputed User Data, Modifications and/or Mods. Finally, the Users undertake, if so requested by Amplitude Studios, to hold harmless and guarantee it against any order to pay any principal sum, interest and incidentals that may be issued against it or any sum that Amplitude Studios may be required to pay pursuant to any court order, as a result of the exploitation, reproduction, presentation or use of User Data, Modifications and/or Mods and/or for the exercise of any of the rights assigned by the Users under the Agreement.

Article 18 Ownership of the Site and of the Amplitude Studios Data

Amplitude Studios is and remains the holder of the rights and/or owner of the Site and of the Amplitude Studios Data. Where Amplitude Studios is not the holder of the rights and/or owner of the Amplitude Studios Data, it guarantees that it has been duly authorised to exploit, reproduce, present or modify them. None of the provisions of this Agreement nor of the Site functionalities (notably including those of the Contests sessions) can be interpreted as an explicit or implicit transfer or concession of all or part of the Site or of all or part of the Amplitude Studios Data, except when this is formally stipulated in the Agreement or in any other written exemption provided by Amplitude Studios. Accordingly, Users are notably and formally prohibited to reproduce, present, extract and/or modify any element of the Site or any of the Amplitude Studios Data without the prior written authorisation of the Amplitude Studios.

Article 19 Cookies

Amplitude Studios uses cookies, which are small files of letters and numbers that it stores on the User's browser or the hard drive of its computer if the User agrees, Cookies contain information that is transferred to the User's computer's hard drive and allow Amplitude Studios (i) to ensure the Site's correct operation, (ii) to provide Users with an

optimal Site usage experience, (iii) to constantly improve the Site usage experience, (iv) to suggest to Users some Site's usages in accordance with his/her browsing history and (v) to display advertising relative to the games on certain of the User's Internet browsing pages. Users, and more generally any person browsing on the Site, can oppose the usage and processing of [cookies](#) by visiting the [Privacy Policy](#) page of the Site.

Article 20 Personal data

Amplitude Studios collects certain personal data of Users when they register on the Site (see article 3) as well as non-personal data through the cookies and usage data of the software used by the Users on their computer. This personal data will be used for the following purposes: managing the Account and Profile of Users, managing relationships between Users and between Users and Amplitude Studios, sending of communications, notably promotional and commercial, to Users, as part of operations to market Amplitude Studios' games and their derived or related products, as well as part of similar operations involving games other than its own. Amplitude Studios undertakes to store personal data on servers located in France and not to disclose the personal data to third parties. Amplitude Studios retains the personal data (i) provided by the Users at the time of their registration for an Account on the Site for the duration of their usage of the Site, and (ii) the elements obtained from cookies for a period of one year maximum. Moreover, in compliance with the law of 6 January 1978 (as modified to implement Directive 95/46/EC on data protection) on information technology, data and civil liberties, Users wishing to exercise their opposition, access, rectification and deletion rights must write to Amplitude Studios at 43 rue de la brèche aux loups 75012 Paris or email at contact@amplitude-studios.com.

Article 21 Deletion of an Account and of a Profile

At any time, Users can delete their Account and Profile by logging into their Account and browsing under the tab "*Delete my Account*". Moreover, Amplitude Studios can delete an Account and a Profile when the User in

question has violated any of his/her obligations under the Agreement, with no prior formality other than a notification by e-mail sent to the e-mail address provided by the User. The deletion of an Account and Profile takes effect within 48 hours of the order given by the User when s/he clicks on the tab *"Delete my Account"* or after the aforesaid notification is sent by Amplitude Studios to the User. The deletion of the Account and Profile results in the deletion of all of the User's Data that has been published and/or sent over/via the Site and the Site's servers. When an Account is deleted, the Profile and Data of the User whose Account has been deleted will no longer be visible to the public, and Amplitude Studios will delete all personal data relating to the User. However, Amplitude Studios retains - as necessary - all User Data of the deleted User if the rights to the said deleted Account and Profile and any associated User Data had been assigned or granted to Amplitude Studios, notably in application of articles 15 and 16 of the Agreement; the Users formally accept this, without any right to dispute it for any reason.

Article 22 Game addiction and prevention

Amplitude Studios is aware of the need to combat addiction to video games and notably recommends to Users that (i) they not play video games or browse on the Site if they are tired, (ii) they play video games or browse on the Site in a properly lit room and while maintaining a reasonable distance between their eyes and the screen, and that (iii) they do not spend more than one (1) hour in front of the screens within a given day. Users are also informed that, in France, there are more than 400 anonymous and free young consumer consultation services intended for young people making excessive use of screens and for their parents (more information by visiting <http://www.drogues-info-service.fr/Tout-savoir-sur-les-drogues/Se-faire-aider/Les-Consultations-jeunes-consommateurs-CJC-une-aide-aux-jeunes-et-a-leur-entourage#.VKKOFF4DCU>.)

Article 23 Force majeure

Amplitude Studios may cease to perform its obligations under this Agreement and interrupt the Site's operation, without formality or advance notice, in the presence of a force majeure event or fortuitous event, notably including fires, storms, floods, strikes within the company, voltage overloads and electrical shocks, interruptions and slowdowns of IT and telecommunication networks and, more generally, any unforeseeable, or external circumstance.

Article 24 Language

The Agreement is a document provided in French and in English. In case of any conflict between the French and English versions of the Agreement or of any translation errors, the French version will prevail and shall apply.

Article 25 Law and jurisdiction

The Agreement is governed by French law. Any dispute relating to the Agreement will be brought before the exclusive jurisdiction of the competent courts of Paris.

Article 26 Termination Rights

Amplitude Studios reserves the right to suspend access to the Site, or terminate this Agreement at any time for any reason. If Users commit any material breach of this Agreement, the Agreement shall automatically terminate, without notice. However, the Users' assignment and/or grant of any licence to Amplitude Studios to use any User Data, Mods and/or Modifications which you create and publish to the Site shall survive termination.

Because Amplitude Studios would be irreparably damaged if the terms of this Agreement were not specifically enforced, you agree that it shall be entitled to take such action as may be required, including seeking an injunction and other equitable remedies, in addition to any other remedies available to it under the applicable law.

Article 27 Miscellaneous

This Agreement represents the complete agreement between Users and Amplitude

Studios concerning the Site and supersedes all prior agreements and representations, warranties or understandings between Users and Amplitude Studios (whether negligently or innocently made but excluding those made fraudulently), regarding the same subject matter. Amplitude Studios reserves the right to amend or modify this Agreement at any time, in any manner, without any liability to Amplitude Studios and at Amplitude Studio's sole discretion in accordance with Article 4.

Amplitude Studios may assign this Agreement, in whole or in part, at any time. Notwithstanding, Users may not assign, transfer or sublicense any or all of your rights or obligations under the Agreement without Amplitude Studios' express prior written consent.

If any part of the Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty, disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect. Any failure by Amplitude Studios to enforce or exercise any provision of the Agreement or related rights shall not constitute a waiver of that right or provision.