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From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

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You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organisation to material posted on our site.

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If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

OUR SITE CHANGES REGULARLY

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

TERMINATION OF ACCOUNTS

Should the systems provided by AMPLITUDE STUDIOS be abused in any way, AMPLITUDE STUDIOS may terminate your access to such systems. To help resolve situations of abuse AMPLITUDE STUDIOS may disclose details of your actions and behaviour to third parties such as, but not limited to, employers, schools or e-mail/internet access providers. All use of your personal information by AMPLITUDE STUDIOS will be in accordance with all applicable UK Data Protection legislation. In the UK we operate and are registered in accordance with applicable data protection legislation.

RELIANCE ON INFORMATION POSTED

Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

OUR LIABILITY

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for:
 - loss of income or revenue;
 - loss of business;
 - loss of profits or contracts;
 - loss of anticipated savings;
 - loss of data;
 - loss of goodwill;
 - wasted management or office time; and
 - for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

UPLOADING MATERIAL TO OUR SITE

By submitting Content you grant to AMPLITUDE STUDIOS an irrevocable worldwide indefinite license for use of the Content, both on and offline, including use for promotional purposes.

You warrant that all Content uploaded by you is not discriminatory, racist, obscene, libellous, offensive, illegal, defamatory, inappropriate, invasive, or in breach of any copyright, trade mark, or other intellectual property rights and you indemnify us for any breach of that warranty.

Any material you upload to our site will be considered non-confidential and non-proprietary, and you grant us an irrevocable licence to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our site.

We have the right to remove any material or posting you make on our site.

VIRUSES, HACKING AND OTHER OFFENCES

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

Failure to comply with this provision may constitute a criminal offence (as provided for and punishable under Articles 321-1 to 324-9 of the French Penal Code). We will report any such

breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

LINKING TO OUR SITE

You may link to our website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you.

Our site must not be framed on any other site. We reserve the right to withdraw linking permission without notice.

LINKS FROM OUR SITE

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

UNSOLICITED IDEAS

AMPLITUDE STUDIOS or any of its employees do not accept or consider unsolicited ideas, including ideas for new advertising campaigns, new promotions, new or improved games, products or technologies, product enhancements, processes, materials, marketing plans or new product/game names. Please do not submit any unsolicited ideas, original creative artwork, suggestions or other works (“submissions”) in any form to AMPLITUDE STUDIOS or any of its employees. The sole purpose of this policy is to avoid potential misunderstandings or disputes when AMPLITUDE STUDIOS’s products or marketing strategies might seem similar to ideas submitted to AMPLITUDE STUDIOS.

If, despite our request that you not send us your submissions, you still submit them, then regardless of what your letter says, you agree that: (1) your submissions and their contents will automatically become the property of AMPLITUDE STUDIOS, without any compensation to you; (2) AMPLITUDE STUDIOS may use or redistribute the submissions and their content for any purpose and in any way; (3) there is no obligation for AMPLITUDE STUDIOS to review the submission; and (4) there is no obligation to keep any submissions confidential.