

End User Licence Agreement

Jumpship Limited

Last updated: 20 July 2022

1. INTRODUCTION

1.1 These terms and conditions (the '**T&Cs**') govern your use of our games including Somerville (the "**Games**", each a "**Game**"). We've tried to keep them as short as possible, to help you understand how you can use the Games.

1.2 If you don't want to or cannot agree to these T&Cs, then you must not buy, download, use or play the Games. By buying, downloading, installing, updating, using or playing the Games, or by clicking 'accept', 'start' or similar (where applicable), you agree to these T&Cs.

1.3 We may offer each Game through application and/or games stores including, without limitation, the Apple App Store, Google Play Store, the Amazon Appstore, the Oculus Store, the Playstation Store, the Microsoft/Xbox Store, the Steam Store and the Nintendo Switch eStore (each a '**Store**'). That means you need a Store account to play the Games, and your use of each Store is subject to the terms of use applicable to that Store (as may change from time to time).

1.4 Where applicable, the Stores may allow you to get a refund in respect of or in connection with a Game, in some cases. You should contact the Store through which you made a purchase, where applicable, if you desire a refund.

1.5 Depending on which Game you are seeking to access, and via which Store you are accessing it, such Game may have an age rating. If so, you must adhere to the age rating and be at least as old as the age rating prescribes to use the relevant Game. In addition, if you are under the age of 18, you must have your parent or legal guardian's consent to your use the Games and your parent or legal guardian must agree to these T&Cs and explain them to you.

1.6 Please read and follow the Health and Safety Notice at section 6 below before you play our Games.

2. SUMMARY

2.1 These T&Cs are a legal agreement between us, please read them carefully.

2.2 These T&Cs describe how you are allowed to use the Games.

2.3 If you break these T&Cs, we may stop you using the Games, contact you about them or exercise other rights available to us.

2.4 Each Game is provided on an 'as is' and 'as available' basis and we make no (and hereby disclaim all) representations and warranties with respect to the Game, subject to your mandatory consumer rights, to the extent permitted by applicable law.

2.5 These T&Cs may change from time to time. Please refer to section 13.2 below.

3. WHAT YOU CAN DO

3.1 As long as you follow these T&Cs, you can use each Game for your non-commercial, personal use as described herein. We grant you a non-exclusive, revocable, non-transferable, non-sublicensable, limited right and license to do so. As long as you follow the rest of these T&Cs, you can use each Game in the following ways:

3.1.1 To play the Games. We grant you a non-exclusive, revocable, non-transferable, non-sublicensable, limited right and license to use one copy of the relevant Game for your personal, non-commercial use for gameplay in accordance with these T&Cs. We do not grant you ownership of the Game itself.

3.1.2 To share screenshots and videos of your gameplay on your social media.

3.1.3 To include ads in pre-recorded or live streamed gameplay videos which you share via sites like Twitch or YouTube (as long as it doesn't seem like an endorsement by us).

3.1.4 To create pre-recorded or live streamed gameplay videos of you playing the Game which you share via sites like Twitch or YouTube, that you may monetise for example by receiving revenues from Twitch or YouTube, or in creating Patreon (or similar platform) exclusive content that end-users may pay you to access (as long as you comply with the other terms of these T&Cs).

3.1.5 To use upgrades, updates and additional Game-related content which we may make available from time to time (although we are not obliged to provide that or any updates, upgrades or support).

4. **WHAT YOU CANNOT DO**

4.1 We use commercially reasonable endeavours to protect our Games and users, and it is important that the Games are not used in a way which is unfair or which might harm our rights or the rights of others. Accordingly, we reserve the right to take any action available to us with respect to any conduct that violates the terms or spirit of these T&Cs.

4.2 The following sets out some of the things that you cannot do with any Game:

4.2.1 do not share, rent, resell, or make available copies of the Game (or any 'hacked' versions) or otherwise use the Game commercially in any way except as expressly permitted by law (such as under 'fair dealing or 'fair use' laws);

4.2.2 do not cheat, rig, fix, circumvent rules or processes, use multiple accounts, exploit 'loopholes' or bugs, or use our Games in a way which is not within the spirit intended by our T&Cs or in a way which may harm the experience of other users of the Games;

4.2.3 do not modify or adapt the Game or hack, translate, creative derivative works based on the Game, or otherwise tamper with it;

4.2.4 do not make public or commercial use, by any means, of any Game without our prior written consent;

4.2.5 do not reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide the Game;

4.2.6 where applicable, do not share any password or security information you use to access the Game with any other person;

4.2.7 do not delete, obscure, remove or otherwise prevent the proper display of intellectual property (including without limitation copyright and trade mark notices or other legal lines or credits) notices in our Games;

4.2.8 do not do anything (or attempt to do anything) which might disrupt use or maintenance of the Game by us or other users, or which could threaten, harass or upset other users of the Game or our community; and

4.2.9 do not make anything available on or through or in connection with the Game that violates the rights of third parties (including without limitation their intellectual property or privacy rights).

4.3 We may make codes of conduct and usage rules and guidance available to you, which may provide additional rules and guidance about your use of our Games. We require that you comply with these rules so that we can properly operate our Games and to ensure that our users have a safe and fair experience. To the extent of ambiguity or conflict between a code of conduct and these T&Cs, these T&Cs prevail.

4.4 Please make sure you read these T&Cs carefully and understand them.

4.5 The Games often require internet access to install and run, may download substantial content from the internet, and your data usage while using them may be significant. You are responsible for all data, roaming and other similar charges (or consumption of data or roaming allowances included in your mobile data or similar service package) arising from your installation and use of the Games CI and we recommend that you connect to a WiFi network.

4.6 If we are threatened with or face legal action because you break these T&Cs, we may hold you responsible and you will need to compensate and pay us back for any damage or losses we suffer as a result, including legal and other expenses.

4.7 If you do not comply with these T&Cs, we have the right to suspend, terminate or otherwise take under review your right to use the Games and otherwise granted in these T&Cs.

5. **CONTENT IN OUR GAMES**

5.1 Games and their content are protected by intellectual property rights (including copyright and trade mark rights) owned by us or our licensors. You have no intellectual property or other rights in, or to, the Games or their content, and are only granted a limited licence to use (not sold) the Games in accordance with these T&Cs. All rights in the Games and their content are reserved by us and our licensors.

6. **HEALTH AND SAFETY PRECAUTIONS**

6.1 The Game does contain flashing/strobe lights, realistic images, and simulations.

PLEASE READ THIS NOTICE BEFORE YOU USE OUR GAMES

6.2 Some people experience side effects such as motion sickness, epileptic seizures, momentary loss of consciousness, dizziness, motion sickness or nausea when viewing certain types of flashing light or pattern. This may happen where a person has not previously suffered in this way and have no known symptoms or history of such side effects. If you or anyone considering using our Games suffers or has suffered in this way, has a condition which makes this possible or has experienced similar symptoms, please consult a doctor before using the Games. If you or they are already playing a Game please stop and consult a doctor.

6.3 If you or any part of you feels tired, fatigue or discomfort whilst playing a Game please stop and rest. If it continues after you stop playing please consult a doctor. If you have suffered or suffer from an injury, playing a Game can aggravate it. If relevant please consult a doctor. Failure to follow this advice may result in long term injury.

7. **OUR LIABILITY**

7.1 Nothing in these T&Cs will limit any of your rights which may not be excluded under law. This means that, notwithstanding any other terms in these T&Cs:

7.1.1 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 fraud, or fraudulent representation we make;

7.1.2 if a paid-for Game is faulty when we deliver it to you, we will try to repair or replace it;

7.1.3 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 that you paid to use the Game (where applicable); and

7.1.4 if, as a result of the fault, the Game damages your device or digital content belonging to you, and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

7.2 Other than as mentioned above, our overall liability to you under or in connection with these T&Cs and your use of each Game, is limited to the amount you have paid to use the relevant Game or, where no price was paid, £10.

7.3 The Games, along with any updates, upgrades and any additional content, are provided 'as is'. That means we don't make any promises to you about the Games other than that they will be of satisfactory quality, as described, and fit for purpose. We don't make any other promises about the Game.

7.4 We'll use reasonable skill and care to provide the relevant Game but can't guarantee there won't be any errors, bugs or interruptions, or that our Games will not cause any problems with your device.

7.5 If we release a version of a 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 errors, bugs or interruptions.

8. Please do let us know straight away if you discover any problems with a Game, so we are aware and can decide whether it is something we need to address in a future release or update (if there is a future release or update). You can contact us to let us know about any problems with a Game the following email address: info@jumpship.co.uk.

9. **PRIVACY**

9.1 Under data protection legislation, we are required to provide you with certain information about who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in our Privacy Policy: <https://jumpship.co.uk/privacy-policy>

10. **STORE TERMS**

10.1 The ways in which you can use the Games may also be controlled by the relevant Store's terms and conditions and policies as made available to you by the Store. To the extent there is a conflict between the terms of these T&Cs and the terms of the Store from which you purchased (where applicable) or installed the Games, the Store's terms shall prevail to the extent of the conflict.

11. **OPERATING SYSTEM AND DEVICE REQUIREMENTS**

11.1 Each Game requires a certain operating system version (or later) and a minimum amount of memory to play the Game. Please review the Game-specific minimum requirements where these are made available to you in the relevant Game description / store page information to ensure that the Game is compatible with your device.

12. **TERMINATION AND SERVICE OUTAGE**

12.1 We may temporarily discontinue any or all Games, and any and all services and content available through them at any time for the purposes of upgrades, maintenance or other service administration reasons. We will use our reasonable endeavours to limit the length of time this occurs for.

12.2 We may end your rights to use the Games at any time if you breach these T&Cs. If what you have done can be put right, we may, in our sole discretion, give you a reasonable opportunity to do so. Where you have paid for a Game, content or services in connection with a Game, and your rights have been terminated in accordance with this clause because of your breach of these T&Cs, we may not refund you.

12.3 We may terminate our agreement with you upon reasonable notice to you in certain circumstances. This may happen, without limitation, because we choose to end the availability of a particular Game. If your use of the Game was free of charge, you will not be entitled to compensation in this event. If you paid for the Game, content or services in connection with a Game, you will not be entitled to a refund where you have substantially had the enjoyment of what you had paid for. Where you have not had a reasonable period of opportunity to enjoy the paid-for Game, we may offer you a partial or full refund.

13. **GENERAL**

13.1 These T&Cs do not affect any legal rights you may have under the law which cannot be excluded or limited.

13.2 We may change or update these T&Cs 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 set of T&Cs, and you don't use the update, then the old set of T&Cs applies, but if you do use the updates or if you use parts of the Game(s) that rely on our ongoing online services then the new T&Cs will apply. Please check back at our website from time to time in case of updates to the T&Cs.

13.3 We may transfer our rights and obligations under these T&Cs to another organisation. We will let you know if that happens and we will ensure that your rights under these T&Cs are unaffected. You may not transfer your rights or obligations under these T&Cs unless we expressly agree in writing.

13.4 Except where expressly stated to the contrary in these T&Cs, these T&Cs do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these T&Cs.

13.5 Even if we delay in enforcing these T&Cs and/or our rights, we can still enforce these T&Cs and/or our rights later. If we do not insist immediately that you do anything you are required to do under these T&Cs, or if we delay in taking steps in respect of your breaking of any term of these T&Cs, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

13.6 These T&Cs are governed by English law and you can bring proceedings in respect of the relevant Game or these T&Cs in the English courts. In addition you may have the legal right to bring proceedings in your local jurisdiction. For instance if you live in Scotland you can bring legal proceedings in either the Scottish or the English courts.

14. **COMPLAINTS AND ALTERNATIVE DISPUTE RESOLUTION**

14.1 Should you have any queries or complaints, please get in touch via the contact information set out in clause 5 below.

14.2 Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to consider an alternative dispute resolution provider. In addition, please note that if you are in Europe, disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.

15. **COMPANY AND CONTACT INFORMATION**

In these T&Cs, '**we**', '**us**' and '**our**' refers to Jumpship Limited, a company incorporated in England & Wales, with company number 10573099 and its registered office at Chaddesley Sanford, Castle House Castle Street, Guildford, Surrey, GU1 3UW ("We"). Our VAT number is 275751083. You can contact us using the following information:

By Post: to our registered office address above

Email: info@jumpship.co.uk

© 2022 Jumpship Limited. All Rights Reserved.