



Bossa End User License Agreement

Terms

Date of Last Revision: August 2020

IMPORTANT NOTICE:

The following end user licence terms and conditions ("EULA") apply to all use, download and installation of each version and iteration of this game ("the Game") whilst in development, from "alpha" through to "final", as made available by Bossa Studios Limited.

This EULA applies to all of the games we make. Not all of our games are at the same stage of development, or share the same features. So, where certain clauses of this EULA only apply in particular circumstances, those circumstances are explained below.

PLEASE READ THIS EULA CAREFULLY BEFORE USING THE GAME, AS IT EXPLAINS HOW YOU ARE LICENSED TO USE THE GAME (AND ANY IN-APP PURCHASES). IF YOU HAVE QUERIES CONCERNING THIS EULA YOU MAY CONTACT US AT INFO@BOSSASTUDIOS.COM.

THE PURCHASE, DOWNLOAD, INSTALLATION AND USE OF THE GAME (AND ANY IN-APP PURCHASES), AND THE USE OF OUR WEBSITE ARE ALSO SUBJECT TO OUR PRIVACY AND COOKIE POLICY <http://www.bossastudios.com/privacy/>.

YOU SHOULD READ THE FOLLOWING EULA CAREFULLY, BEFORE USING, DOWNLOADING OR INSTALLING THE GAME. ALL USE OF THE GAME IS GOVERNED BY AND CONDITIONAL ON YOUR ACCEPTANCE OF AND COMPLIANCE WITH THIS EULA. ANY USE, REPRODUCTION OR REDISTRIBUTION OF THE GAME NOT IN ACCORDANCE WITH THE TERMS OF THIS EULA IS EXPRESSLY PROHIBITED. IF YOU DO NOT ACCEPT THE TERMS OF THE GAME EULA, YOU MAY NOT USE, DOWNLOAD OR INSTALL THE GAME.

1. INTRODUCTION

1.1. This Game has been produced by and is the property of Bossa Studios Limited

("Bossa"). Bossa is referred to as "us", "we", and "our" in this EULA. Our registered office is at Zetland House, Unit E 2nd Floor, 5-25 Scrutton Street, London EC2A 4HJ. We are a company registered in England, with company number 07375707.

1.2. THE TERMS AND CONDITIONS BELOW SET OUT THE AGREEMENT BETWEEN YOU ("you") AND US FOR THE PURCHASE, DOWNLOAD, INSTALLATION AND USE OF THE GAME (AND ANY IN-APP PURCHASES) SO PLEASE READ THIS CAREFULLY.

1.3. BY DOWNLOADING AND USING THE GAME YOU ARE AGREEING TO BE BOUND BY AND BECOME A PARTY TO THIS EULA. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS EULA YOU SHOULD NOT PURCHASE, DOWNLOAD OR USE THE GAME.

2. IMPORTANT TERMS

2.1. ANY USE, REPRODUCTION OR REDISTRIBUTION OF THE GAME EXCEPT IN ACCORDANCE WITH THIS EULA IS EXPRESSLY PROHIBITED.

2.2. THIS EULA LIMITS OUR LIABILITY AS SET OUT IN CLAUSE 11 BELOW.

2.3. IF YOU ARE UNDER THE AGE OF 18 YOU MUST GET YOUR PARENT OR GUARDIAN'S PERMISSION TO DOWNLOAD, INSTALL AND USE THE GAME.

3. EARLY ACCESS

3.1. WHERE THE GAME IS MADE AVAILABLE TO YOU AS PART OF AN ALPHA, BETA OR OTHER EARLY ACCESS PROGRAMME YOU SPECIFICALLY AGREE, ACKNOWLEDGE AND ACCEPT THAT:

3.1.1. THE GAME IS MADE AVAILABLE "AS IS" AS WORK IN PROGRESS AND AS PART OF AN EARLY ACCESS PROGRAMME FOR EVALUATION AND DEMONSTRATION PURPOSES ONLY, IN ORDER TO ASSESS AND EVALUATE ITS PERFORMANCE INCLUDING THE IDENTIFICATION OF ANY ERRORS OR DEFECTS;

3.1.2. THE GAME MAY (AND LIKELY WILL) CONTAIN DEFECTS AND/OR ERRORS;

3.1.3. THE GAME MAY AND PROBABLY WILL CRASH AND / OR CAUSE DATA LOSS;

3.1.4. YOU USE, DOWNLOAD AND INSTALL THE GAME AT YOUR OWN RISK,

KNOWING THAT IT IS PROVIDED AS IS AND WITH FAULTS.

3.1.5. YOU ARE ADVISED TO BACK-UP AND OTHERWISE SAFEGUARD ALL DATA AND SOFTWARE ON YOUR COMPUTER AND TO NOT RELY ON THE CORRECT FUNCTIONING OR PERFORMANCE OF THE GAME.

3.1.6. YOU MAY HAVE ACCESS TO AND BE ENTRUSTED WITH CONFIDENTIAL INFORMATION AND TRADE SECRETS RELATING TO THE GAME BEFORE IT IS MADE PUBLIC, AND ABOUT OUR BUSINESS AND PLANS. YOU WILL NOT DIVULGE OR COMMUNICATE TO ANY PERSON, CAUSE OR FACILITATE ANY DISCLOSURE OF, OR MAKE ANY USE OF, SUCH CONFIDENTIAL INFORMATION WITHOUT OUR PRIOR WRITTEN PERMISSION. THIS

OBLIGATION SHALL SURVIVE TERMINATION OF THIS EULA BUT SHALL NOT APPLY IN RESPECT OF ANY INFORMATION WHICH HAS BECOME AVAILABLE TO THE PUBLIC GENERALLY OTHER THAN THROUGH UNAUTHORISED DISCLOSURE.

4. THIRD PARTY SERVICES

4.1. We may link to, incorporate or use third party software and services such as social networking or sharing features within the Game. Use of any such software or services is subject to the terms of those third parties, and you agree to comply with any such third party terms and conditions when using the Game.

4.2. We may allow other third parties to place adverts within our Games. We do not control the specific content of those adverts. We do, however, have control over the general types of adverts that are placed in the Games to ensure that the Games do not contain any inappropriate advertisements. If you have any concerns regarding a specific advert please contact INFO@BOSSASTUDIOS.COM.

4.3 We use the Improbable platform for certain Games. Where we do, your contractual relationship is with Bossa and not Improbable. Improbable are not responsible for the Game (including any maintenance, support, availability and compliance with applicable laws) and make no warranties in relation to the Game. Bossa is responsible for any claims you may have in respect of the Game (subject always to the terms of this EULA).

5. YOUR USE OF THE GAME

5.1. By downloading and installing the Game, you confirm that you are either over 18 years of age, or if you are under 18 years old, that you are 13 years of age and older and you have obtained your parent or guardian's consent to download, install and

use the Game subject to this EULA which they have read.

6. OWNERSHIP OF THE GAME AND CONTENT

6.1. All right, title, interest and ownership rights and any copyright, design right, database right, patents and any rights to inventions, know-how, trade and business names, trade secrets and trademarks (whether registered or unregistered) and any applications therefor and other intellectual property rights (together "Intellectual Property Rights") in the Game and the Game content, including but not limited to all musical samples, text, software, scripts, code, designs, graphics, photos, sounds, music, videos, applications, interactive features and all other content ("Content") belong to us and/or our licensors. All rights are asserted and reserved, save for those granted under this EULA. The Game or Content may contain licensed materials and our licensors may act to protect their interests in the event of any breach of this EULA.

6.2. You are not sold the Game or any Content but, subject to your compliance with all conditions of this EULA, we grant you a non-exclusive, personal, revocable, non-transferable licence to use the Game and Content for your lifetime on devices which you own or control and which have the necessary specifications to run and operate the Game.

7. LINKS TO WEBSITES

7.1. Where we make available links to other websites or apps in the Game, such links are provided for your information and convenience only. We are not responsible for the content or performance of the linked website or app, and you are responsible for reviewing the linked website's or app's terms of use.

8. SYSTEM AND PLATFORM REQUIREMENTS

8.1. This Game has been developed to work on the latest version of the operating system and/or console or device platform available at the time of its release. Platform, operating system and device vendors may from time to time update their software and/or devices, and we may, but shall not be obligated to, update the Game if necessary to ensure that its functionality and performance continue with any such update. It is your obligation to ensure that you are using the latest compatible public release of any such device, operating system or platform. We may require you to update the Game, provided that it will always match the description of it that we provided before you bought the Game.

8.2. Your access to or use of the Game or certain features of the Game may require you to have an Apple iTunes, Google Play, Steam, PlayStation Plus or other account

with a third party (any such third party service provider shall be referred to as “TPSP” in this EULA). Your access to and use of the Game may be linked to your Apple, Google, Steam, PlayStation Plus or other account and you are required to comply with the terms and conditions which apply to any such account in order to use the Game.

8.3. You may require an internet connection, which you must procure at your own expense, to use some features of the Game.

8.4. By installing or using the Game on iOS you agree that these terms (which we are required by Apple to incorporate) shall apply:

8.4.1. Acknowledgement: You and we acknowledge that this EULA constitutes an agreement which is concluded between you and us only, and not with Apple Inc, nor any subsidiary or affiliate company of Apple Inc, (“Apple”). You also acknowledge that we are solely responsible for the Game and the content within the Game.

8.4.2. Grant of Licence: Subject to, and in consideration of, your compliance with all conditions of this EULA we grant you a non-exclusive, personal, revocable, non-transferable license to use the Game and content in the Game for your lifetime on an

iOS product which you own or control, and as permitted by the usage rules set forth in the App Store Terms (<http://www.apple.com/uk/legal/terms/>), and in accordance with our Privacy Policy.

8.4.3. Maintenance and Support: We are solely responsible for providing support and maintenance for the Game. You and we acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Game.

8.4.4. Product Claims: You acknowledge that we, and not Apple, are responsible for addressing any claims you may have relating to the Game or your possession and/or use of the Game, including but not limited to: (i) product liability claims; (ii) any claim that the Game fails to conform to any applicable legal or regulatory requirement, and (iii) claims arising under consumer protection or similar legislation.

8.4.5. Intellectual Property Rights: You acknowledge that in the event of a third party claim that the Game, or your possession and use of the Game infringes that third party's intellectual property rights, then we shall be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property right infringement claim, and not Apple.

8.4.6. Legal Compliance: You represent and warrant that: (i) you are not located in a

country that is subject to a US Government embargo, or that has been designated by the US Government as a “terrorist supporting” country, and (ii) you are not listed on any US Government list of prohibited or restricted parties.

8.4.7. Third Party Beneficiary: You acknowledge and agree that Apple, and Apple’s subsidiaries, are third party beneficiaries of this EULA, and that when you accept the terms and conditions of this EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce this EULA against you.

8.4.8. Third Party Terms of Agreement: We may use third party software and services provided by (amongst others) Flurry, Unity, Localytics, Facebook, Youtube and Twitter with the Game. Use of the Game is therefore subject to your acceptance and compliance of these third party terms and you agree to comply with the applicable third party terms and conditions when using the Game.

8.5. This clause applies if we offer the Game through the Steam platform (“Steam”), which is hosted by Valve S.A.R.L. (in the EU) and Valve Corporation (in the US). If so, that means you need a Steam account to play the Game, and your use of Steam is subject to the Steam Subscriber Agreement, which you can find online here. The Steam Subscriber Agreement changes from time to time, and if it becomes inconsistent with this EULA then, where there are conflicts, the Steam Subscriber Agreement takes precedence. Steam lets you get a refund for the Game in some cases. You can find out how on the Steam website here: [Steam Refunds](#).

8.6. If you install or use the Game on a PlayStation platform, then the terms of Sony Interactive Entertainment Europe Limited may apply.

9. ACCOUNTS

9.1. You may need to set up an account in order to use and access some of the Game. To set up an account you will need to register by submitting certain information and choose a username and password.

9.2. The username and password chosen by and issued to you upon registration with us is personal to you and shall not be disclosed to any third party without our prior written consent.

9.3. You agree, accept and understand that:

9.3.1. you will ensure information held about you by us is accurate and up to date and that you can amend your registration details at any time either through the Game or by writing to use at feedback@bossastudios.com;

9.3.2. you are and shall remain responsible for maintaining the confidentiality of your account credentials;

9.3.3. you are solely liable for any use of the Game using your account.

9.4. PLEASE DO NOT SHARE YOUR ACCOUNT NAME OR PASSWORD WITH ANY OTHER PERSON OR ALLOW ANY OTHER PERSON TO USE YOUR ACCOUNT. WE ARE NOT LIABLE FOR ANY IMPROPER USE OF YOUR ACCOUNT OR ANY USE OF YOUR ACCOUNT BY ANY THIRD PARTY. IF YOU THINK YOUR ACCOUNT HAS BEEN COMPROMISED PLEASE INFORM US IMMEDIATELY.

10. ONLINE SERVICE

10.1. We may, but shall not be obliged to, provide and maintain certain online functionality, online network play connectivity and interactivity and other online features relating to the Game ("Online Service") subject to the terms and conditions of this EULA. In connection therewith the following additional terms in this clause 10 shall apply.

10.2. The Online Service is for personal use only, on an "as is" basis and all use must be in accordance with the terms of this EULA.

10.3. Where indicated to you before you purchase the Game, we will use reasonable efforts to make the Online Service available for as long as possible from the date on which you purchase the Game, subject as set out in this EULA. We warrant only

that the Online Service, when made available by us, shall be of satisfactory quality, as described and fit for purpose.

10.4. We will not be liable in any amount for failure to perform any obligation under this EULA if such failure is caused by the occurrence of any unforeseen contingency beyond its reasonable control including without limitation Internet outages, communications outages, fire, flood, war or act of God.

10.5. Except as expressly provided above there are no other warranties, conditions or other terms, express or implied, statutory or otherwise, and all such terms are hereby excluded to the maximum extent permitted by law, and subject to your mandatory consumer rights.

10.6. To the maximum extent permitted by law, and save as expressly provided in this EULA, we give no warranty in connection with the Online Service and exclude liability for any loss or damage of any kind howsoever arising, including without

limitation any direct, indirect, punitive or consequential loss whether or not such arises out of any problem you notify to us and we shall have no liability to pay any money by way of compensation, including without limitation all liability in relation to:

10.6.1. the availability of the Online Service;

10.6.2. any incorrect or inaccurate information on the Online Service and all errors, interruptions to or delays in updating the Online Service;

10.6.3. the infringement by any person of any Intellectual Property Rights of any third party caused by their use of the Online Service;

10.6.4. any amount or kind of loss or damage due to viruses or other malicious software that may infect a user's computer equipment, software, data or other property caused by persons accessing, using or downloading the Online Service (save to the extent that damage to your device or other digital content which you own is caused by the Online Service as a result of our failure to use reasonable care and skill in which case you may be entitled to compensation or we may be obliged to repair your device);

10.6.5. the availability, quality, content or nature of the other sites on the internet that are owned and operated by third parties ("External Sites") to which the Online Service links and web sites located on or through any External Site, nor for any transactions involving External Sites (including as to 'cookies', personal data, confidential information, or purchases of domain names or other services) You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links, web site or transactions;

10.6.6. all representations, warranties, conditions and other terms which but for this notice would have effect.

10.7. We do not warrant that the operation of the Online Service will be uninterrupted or error free or that any error or interruption can or will be corrected.

10.8. We cannot guarantee that the Online Service or a particular part of the Online Service or any UGC (as defined in clause 11 below) will always be available.

11. YOUR CONTENT

User Generated Content

11.1. The Game may allow you and other users of the Game to create your own content to upload and share with other users of the Game on the Online Service (or use yourself) or to send communications to Bossa or third parties ("UGC"). In

connection with the use of the Game and the Online Service only and subject to this EULA, you may (and are granted a limited, non-exclusive license and right to) use the software that forms part of the relevant Game and Online Service to communicate with other users of the relevant Game using the Online Service and post, transmit, communicate and to make available UGC.

11.2. To the extent that any UGC is derived from the Game or material provided by us you hereby assign to Bossa all intellectual property rights subsisting in the UGC which are owned by you. You further waive all so called moral rights in the UGC you create. In the event that no assignment of rights occurs, you hereby grant to Bossa an unrestricted, transferable, sub-licensable, royalty free, perpetual, irrevocable, non-exclusive right and licence to use and make available any such UGC in connection with the Game in any manner or media and agree that Bossa may use, publish, edit, modify and adapt your UGC for any and all purposes relating to the Game and our business.

Bossa and UGC

11.3. To the extent that you create any UGC which is not derived from the Game or using material provided by us then this UGC shall be owned by you and this section deals with the terms for this UGC known as Independent UGC.

11.4. The terms for this Independent UGC are the same as for UGC except that for any Independent UGC you retain all intellectual property rights that you might have in it and grant Bossa an unrestricted, transferable, sub-licensable, royalty free, perpetual, irrevocable, non-exclusive right and licence to use and make available any such UGC in connection with the Game in any manner or media and agree that Bossa may use, publish, edit, modify and adapt your UGC for any and all purposes relating to the Game and our business.

11.5. Once Independent UGC is made available publicly in the Game it cannot be removed by you. Independent UGC will be made available to all players of the Game and they will have the right to use your Independent UGC including modifying and

building on it without requiring your permission or for payment. Independent UGC may only be removed by Bossa.

11.6. Working as a Group for UGC. Through the Game Bossa may give you the opportunity to collaborate with others to make UGC (a "Group"). Groups can be up to four users and you will be all designated "co-owners" in the Game of that UGC. For any UGC developed by you as part of a Group the following terms will apply. All users who register their email or username as part of the Group will be designated the "co-owners" and considered to be in control of the Group and the UGC it develops. A user is permitted to withdraw their participation from a Group. In the

event that a user withdraws from a Group the remaining members of the Group will be considered the co-owners and the user will have no rights in respect of the UGC produced by the Group. If a user has their account deleted or terminated then Bossa (in its sole discretion) the remaining users will remain part of the Group. If any UGC produced by the Group is Independent UGC this will be co-owned by the Group and the terms governing Independent UGC will apply.

11.7. Once all members of a Group have confirmed that the UGC produced by the Group can be made publicly available in the Game this cannot be removed by the Group or any member if it.

11.8. Rewarding UGC. Bossa may reward users for UGC developed by them whether this is Independent UGC, UGC and whether worked on individually or part of a Group "(Rewards)". If you are in a Group the Rewards will be distributed to each current Group member at the date that the Rewards are distributed and who have registered their email addresses and contact details with Bossa to enable Bossa to distribute the Rewards. Bossa will have no liability to Group members who have left the Group or who may later join or who have failed to provide their email addresses and contact details.

11.9. The Reward system is managed by Bossa in its sole discretion and submitting UGC does not entitle you to any Reward. Rewards may be in-Game items and or money or money's worth as decided by Bossa in its sole discretion.

11.10. Bossa may from time to time run a competition in relation to the Game. The terms for any competition will be as set out on the competition page available at <https://www.surgeonsim.com/spotlight> and any other rules that Bossa may notify you of at the time of the relevant competition and your entry into the competition is subject to your agreement with these competition terms.

12. VIRTUAL GOODS

12.1. This clause applies insofar as the Game permits you to use a third party payment mechanism such as the Steam Wallet or a virtual currency such as Facebook Credits to obtain virtual in-game items ("Virtual Items"). Your order for any Virtual Item represents an offer to us to purchase that Virtual Item, and our acceptance of that offer shall only occur once we make the Virtual Item available to you or take your payment, prior to which we may decline your order for any reason.

12.2. Purchases of Virtual Items are subject to the terms of any TPSP through which your purchase is made. To the extent that this clause 11 conflicts with such agreement between you and the relevant TPSP in respect of your purchase of Virtual Items, the terms of your agreement with the TPSP shall prevail.

12.3. You are entitled to cancel purchases of Virtual Items you make through the Game within 14 days, and to receive a full refund. However, you agree that if we begin to supply you with Virtual Items before the end of that period, then you will no longer be entitled to change your mind about the purchase.

To: Bossa Studios Limited, Zetland House, Unit E 2nd Floor, 5-25 Scrutton Street, London EC2A 4HJ
| feedback@bossastudios.com

I hereby give notice that I withdraw from my contract for the following purchase: [INSERT ORDER ID, ITEM], ordered on [INSERT DATE].

From: [YOUR NAME][YOUR ADDRESS][YOUR EMAIL / TELEPHONE (optional)]

Date: [DATE]

12.5. You may use Virtual Items solely in connection with permitted use of the Game. You do not own the Virtual Items. You only have a licence to use them, for their permitted uses, as may be amended and notified to you from time to time, in connection with the Game and subject to your compliance with the rest of this EULA.

12.6. You understand and agree that Virtual Items have no cash or redemption value and your licence to use them will be suspended and/or terminated if you are denied access to your account or your account is shut down, frozen or terminated for any reason in accordance with this EULA and we shall have no obligation to make any refund or otherwise compensate you in any amount under such circumstances unless expressly indicated otherwise, and subject to your mandatory consumer rights.

12.7. You are not permitted to trade, exchange, sell, rent or otherwise transfer or deal in the Virtual Items or your account without our prior written permission. You shall not access or use any account or Virtual Items which have been traded, exchanged, sold, rented or otherwise transferred or dealt in.

13. INDEMNITY / COMPENSATION

13.1. You agree to indemnify (compensate) us and keep us indemnified from and against all claims, damages, expenses, costs and liabilities (including legal fees) relating to or arising from your use of the Game or arising from any breach or suspected breach of this EULA by you or your violation of any law or the rights of any third party.

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

13.3. Our licensors shall be third party beneficiaries under this EULA and shall have the express right to enforce its provisions and to enjoy the benefits of its protections.

14. TERM AND TERMINATION

14.1. This EULA takes effect upon your download, installation and/or use of the Game and remains effective until terminated by either of us. You may terminate this EULA at any time by deleting all copies of the Game from devices on which you have installed it. The EULA shall automatically terminate if you fail to comply with any term or condition of this EULA. Upon termination you shall cease all use of the Game and delete all copies of the Game.

14.2. The following clauses of the EULA shall survive termination: Clause 6 (Ownership), Clause 13 (Indemnity/Compensation), Clause 14 (Term and Termination), Clause 16 (Limitation of Liability) and Clauses 19-25 (General Provisions).

15. SUPPORT AND CONTACTING US

15.1. The Game is provided “as is”. However if you need any help and support please email feedback@bossastudios.com and we shall endeavour to assist you.

16. OUR LIMITATIONS OF LIABILITY

16.1. THE GAME (INCLUDING ANY VIRTUAL ITEMS) IS PROVIDED ‘AS IS’ AND ON AN ‘AS AVAILABLE’ BASIS WITHOUT ANY REPRESENTATION, ENDORSEMENT OR WARRANTY OF ANY KIND OTHER THAN THAT IT WILL BE OF SATISFACTORY QUALITY, AS DESCRIBED, AND FIT FOR PURPOSE.

16.2. WE DO NOT GUARANTEE THAT THE GAME WILL BE (I) FREE OF ERRORS, VIRUSES OR BUGS OR OTHER DEFECTS; OR (II) THAT THE GAME OR ANY INFORMATION DISPLAYED OR DISTRIBUTED THROUGH THE GAME OR IN THE ACCOMPANYING DOCUMENTATION WILL BE ACCURATE OR COMPLETE; OR (III) THAT ANY DEFECTS IN THE GAME WILL BE CORRECTED; OR (IV) THAT OPERATION OF THE GAME WILL BE UNINTERRUPTED.

16.3. WE SHALL HAVE NO LIABILITY IN RESPECT OF THE CONTENT, TRANSMISSION, RECEIPT, HOSTING, PROCESSING OR OTHER USE OF ANY UGC.

16.4. YOU ACKNOWLEDGE THAT USE OF THE GAME OR RELIANCE ON ANY SUCH INFORMATION SHALL BE AT YOUR SOLE RISK.

16.5. NOTHING IN THIS EULA SHALL EXCLUDE OR LIMIT OUR LIABILITY FOR FRAUDULENT MISREPRESENTATIONS OR FOR DEATH OR PERSONAL INJURY RESULTING FROM OUR NEGLIGENCE OR THAT OF OUR EMPLOYEES OR AGENTS.

16.6. TO THE FULLEST EXTENT PERMISSABLE BY LAW, INCLUDING IN YOUR LOCAL JURISDICTION, WE EXCLUDE ALL OTHER LIABILITY FOR ANY LOSS OR DAMAGE, INCLUDING ANY LIABILITY OR DAMAGE TO ANY DEVICE OR COMPUTER SYSTEM (SAVE TO THE EXTENT THAT DAMAGE TO YOUR DEVICE OR OTHER DIGITAL CONTENT WHICH YOU OWN IS CAUSED BY THE GAME AS A RESULT OF OUR FAILURE TO USE REASONABLE CARE AND SKILL IN WHICH CASE YOU MAY BE ENTITLED TO COMPENSATION OR WE MAY BE OBLIGED TO REPAIR YOUR DEVICE).

16.7. NOTHING IN THIS EULA SHALL LIMIT YOUR STATUTORY CONSUMER RIGHTS.

16.8. OUR ENTIRE LIABILITY TO YOU, AND TO THE EXTENT WE CAN NOT EXCLUDE IT, WHERE PERMISSABLE BY LAW, SHALL BE LIMITED TO THE PURCHASE PRICE OF THE GAME OR ANY IN-APP PURCHASES MADE FROM US BY YOU IN THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE UPON WHICH THE CAUSE OF ACTION AROSE.

17. RESTRICTIONS

17.1. You may only use the Game for your personal, private and non-commercial use, and must not:

17.1.1. sell, distribute, reproduce, transfer, publicly display, translate, modify, adapt, create derivative works from, deconstruct, reverse engineer, decompile or disassemble, rent, lease, loan, sub-license or otherwise deal in copies or reproductions of the Game or Content in any way except as expressly permitted by this EULA;

17.1.2. remove, delete, obscure, disable, modify, add to or tamper with any program code or data, copyright, trademark or other proprietary notices and legends contained on or in the Game or the Content;

17.1.3. create software which replicates or mimics any data or functionality in the Game;

17.1.4. remove, disable or circumvent any copy protection software contained on or within the Game or Content;

17.1.5. use the Game or Content for any illegal or immoral purposes;

17.2. Notwithstanding clause 17.1 you may reverse engineer, decompile or disassemble the Game only insofar as you are entitled to do so by the Copyright, Designs and Patents Act 1988 or other applicable law.

17.3. All works or copies of works arising from activities permitted by clause 17.2 shall belong to, vest in and be the exclusive property of us upon creation, and you shall permanently delete all such works in your possession or control immediately once you have concluded those activities.

18. HEALTH AND SAFETY PRECAUTIONS

18.1. The Game or Content may contain flashing lights, realistic images and simulations.

PLEASE READ THIS NOTICE BEFORE YOU OR YOUR CHILD USE THE SERVICE

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 including when playing video games. 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 the Game 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 Game. If you or they are already using the Game please stop and consult a doctor.

If you or any part of you feels tired, fatigue or discomfort whilst using the 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 games can aggravate it. In that case please consult a doctor. Failure to follow this advice may result in long term injury.

18.2. PLEASE FOLLOW THESE PRECAUTIONS WHENEVER USING THE SERVICE:

Please do not:

18.2.1. sit or stand too close to the screen / monitor but sit or stand a safe distance away;

18.2.2. use the Game if you are sick, sleepy, or feel tired, fatigue or discomfort;

18.2.3. play in a room that is not well-lit;

18.2.3. play for too long at any one time. Please take a 10- to 15-minute break every hour.

18.3. Notice to parents and carers:

Please observe children whilst they play games. Please ensure that you and they follow the precautions described above. If you or they experience dizziness, altered vision, eye or muscle twitching, involuntary movements, loss of awareness, disorientation, or convulsions or any other side effects PLEASE STOP ALL USE IMMEDIATELY and consult a doctor.

19. ENTIRE AGREEMENT

19.1. This EULA and the Privacy and Cookie Policy sets out the complete understanding and agreement between us and you in respect of its subject matter and may only be amended or waived in writing by us.

20. NO WAIVER

20.1. No waiver by us of any failure by you to comply with or perform a provision of this EULA shall constitute a waiver of any preceding or succeeding failure.

21. ASSIGNMENT

21.1. This EULA is personal to you. You may not assign, sub-license, transfer or dispose of your rights or obligations under this agreement.

22. CHANGES TO THIS EULA

22.1. We may change this EULA for any legal, regulatory or security reasons, or for any other reason we reasonably decide, including without limitation, where such change is required or encouraged by a TPSP. We will notify you of any changes and you will be required to accept the changes to continue to use the Game.

23. SEVERANCE

23.1. If any provisions of this EULA are held to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

24. COMPLAINTS AND ALTERNATIVE DISPUTE RESOLUTION

24.1. Should you have any queries or complaints, please get in touch at: 0207 253

3702, feedback@bossastudios.com, or Bossa Studios LTD. Zetland House, Unit E
2nd Floor, 5-25 Scrutton Street, London EC2A 4HJ.

24.2. 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 disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.

25. GOVERNING LAW AND JURISDICTION

25.1. Subject always to applicable mandatory consumer protections including those of your country:

25.1.1. in the event of any dispute between you and us regarding this EULA and/or your use of the Game, the laws of England and Wales will apply; and

25.1.2. you agree that in the event that we are unable to settle any dispute with you informally, then any court or arbitration proceedings shall be held in England although this does not limit your rights under any other consumer legislation.