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Product Support and Updates. This SOFTWARE is intended to be user-friendly and limited product support is provided by Owner as specified in the ACCOMPANYING MATERIALS.

Jurisdiction. ENGLISH LAWS GOVERN THIS AGREEMENT, REGARDLESS OF EACH COUNTRY'S CHOICE OF LAW PRINCIPLES, WITH A FORUM AND VENUE OF LONDON, ENGLAND. This Agreement may be modified only by a written instrument specifying the modification and executed by both parties. In the event that any provision of this Agreement shall be held to be unenforceable, such provision shall be enforced to the greatest possible extent, with the other provisions of this Agreement to remain in full force and effect.

Entire Agreement. This Agreement represents the entire agreement between the parties, and supersedes any oral or written communications, proposals or prior agreements between the parties or any dealers, distributors, agents or employees.

Termination. This Agreement is valid until terminated. This Agreement ceases automatically if You do not comply with the following provisions of the Agreement: "Grant of Limited Non-Exclusive License", "Intellectual Property Ownership", "SOFTWARE Backup or Archiving", "Restrictions". You can also end this Agreement by destroying the SOFTWARE and ACCOMPANYING MATERIALS and all copies and reproductions of the SOFTWARE and ACCOMPANYING MATERIALS and deleting and permanently purging the SOFTWARE from any client server or computer on which it has been installed.

Equitable Remedies. You hereby agree that if the terms of this Agreement are not specifically enforced, Owner will be irreparably damaged, and therefore you agree that Owner shall be entitled, without bond, other security, proof of damages, to appropriate equitable remedies with respect any of this Agreement, in addition to any other available remedies.

Owner. If You have any questions regarding this Agreement, the enclosed materials, or otherwise, please contact in writing:

ZeniMax Europe Limited Haymarket House, 28/29 Haymarket Square, London SW1Y 4SP, United Kingdom

EULA applicable to residents of France: Le CLUF s'appliquent aux résidents des pays suivants France:

ACCORD DE LICENCE ET GARANTIE LIMITEE DU LOGICIEL.

Cet ACCORD DE LICENCE ET GARANTIE LIMITEE DU LOGICIEL (ci-après "l'Accord"), comprenant la Garantie limitée et autres dispositions spéciales, constitue un contrat légalement formé entre vous (personne physique ou morale) et Bethesda Softworks LLC et ZeniMax Europe Ltd. (ensemble le "Propriétaire") concernant le logiciel et les données qui y sont contenues ou rattachées. Le fait d'installer le logiciel et/ou d'en utiliser, de

quelque façon que ce soit, les composantes, constitue à lui seul votre consentement à être lié par les dispositions de cet Accord. Si vous n'acceptez pas les dispositions de cet Accord, veuillez rapidement retourner l'emballage du logiciel ainsi que tout document rattaché (y compris tout matériel, manuel et autres documents et éléments d'emballage fourni avec le logiciel) au lieu de leur achat, avec votre facture afin d'obtenir un remboursement intégral.

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RECOURS DU CLIENT. Vos recours exclusifs et la responsabilité intégrale du Propriétaire, sont à votre choix (i) le remplacement de tout Support de données original contenant le LOGICIEL ou (ii) le remboursement intégral du montant payé pour l'achat du LOGICIEL. En ouvrant l'emballage scellé du logiciel, en installant et/ou en utilisant de quelque façon que ce soit le LOGICIEL ou les DOCUMENTS RATTACHES, vous acceptez de renoncer à tout ou partie des recours prévus par la loi ou la jurisprudence.

Tous les recours auxquels vous ne renoncez pas pour ce qui concerne la politique publique sont soumis ou seront soumis par vous-même au Propriétaire.

LIMITATIONS DE GARANTIE. HORMIS LA GARANTIE LIMITEE DISPOSEE CI-DESSUS, LE PROPRIETAIRE

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Assistance et mises à jour du produit. Ce LOGICIEL est considéré comme simple à l'emploi et le Propriétaire dispense une assistance limitée concernant ce produit, telle que disposée dans les DOCUMENTS RATTACHES.

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Accord intégral. Cet Accord constitue l'intégralité de l'accord entre les parties et remplace tout accord préalable, proposition ou communication, oral ou écrit, entre les parties ou tout concessionnaire, distributeur, agent ou employé. Résiliation. Cet Accord est applicable jusqu'à sa résiliation. Cet Accord sera résilié automatiquement (sans aucune notification) et de plein droit si vous ne respectez pas tout ou partie des stipulations du présent Accord. Vous pouvez également résilier cet Accord en détruisant le LOGICIEL et les DOCUMENTS RATTACHES et toute copie ou reproduction du LOGICIEL et des DOCUMENTS RATTACHES et en effaçant et écrasant de façon définitive le LOGICIEL de tout ordinateur ou serveur client sur lequel il a été installé.

Recours. Vous acceptez par la présente que si les dispositions de cet Accord ne sont pas appliquées telles quelles, le Propriétaire subira des dommages irréparables et vous acceptez en conséquence que le Propriétaire ait droit, sans limitation, autre garantie, preuve de dommages subis aucune, de s'approprier des recours en justice dans tous les cas prévus par cet Accord, outre tous les autres recours possibles à sa disposition.

Propriétaire. Si vous avez la moindre question au sujet de cet Accord, les éléments qu'il contient ou tout autre information, veuillez écrire à :

ZeniMax Europe Limited Haymarket House, 28/29 Haymarket Square, London SW1Y 4SP, United Kingdom

EULA applicable to residents of Italy: EULA valido per i residenti in Italia:

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Restrizioni. Oltre che per i punti esplicitamente consentiti dal CONTRATTO per quanto consentito dalla normativa applicabile, non potete copiare o riprodurre in alcun modo il SOFTWARE o il MATERIALE DI ACCOMPAGNAMENTO; modificare o realizzare copie derivate, basate sul SOFTWARE o sul MATERIALE DI ACCOMPAGNAMENTO; distribuire copie del SOFTWARE o del MATERIALE DI ACCOMPAGNAMENTO attraverso la vendita o altri metodi di cessione della proprietà; noleggiare, affittare o prestare il SOFTWARE o il MATERIALE DI ACCOMPAGNAMENTO; mostrare pubblicamente il SOFTWARE o il MATERIALE DI ACCOMPAGNAMENTO. È espressamente proibito trasmettere il SOFTWARE o il MATERIALE DI ACCOMPAGNAMENTO elettronicamente o con altri metodi via Internet o attraverso qualsiasi altro mezzo. È espressamente proibito vendere o sfruttare personaggi o componenti del gioco per qualsiasi scopo. È espressamente proibito vendere o trarre profitto da un qualsiasi livello, aggiunta, seguito o altri elementi basati o correlati al SOFTWARE o al MATERIALE DI ACCOMPAGNAMENTO o creati utilizzando l'eventuale editor di livelli che possa essere eventualmente scaricato separatamente o qualsiasi altro prodotto correlato al SOFTWARE. Se avete creato dei livelli, aggiunte, sequels o altri elementi al SOFTWARE utilizzando l'eventuale editor di livelli o qualsiasi altro prodotto correlato al SOFTWARE, inclusa la costruzione di nuovi livelli (in seguito, le "MODIFICHE"), siete soggetti alle seguenti restrizioni: (i) l'editor di livelli del SOFTWARE, gli strumenti di sviluppo associati e la relativa documentazione (di seguito "SDK") sono da considerarsi prodotti separati dal SOFTWARE, in quanto non sono garantiti o supportati dal possessore. Ciononostante, il PROPRIETARIO detiene tutti i diritti d'autore e i diritti intellettuali dell'SDK, così come viene descritto nella licenza; (ii) le vostre MODIFICHE devono richiedere una versione integrale e registrata del SOFTWARE per poter essere utilizzate; (iii) non potete distribuire una MODIFICA contenente un file eseguibile modificato in qualsiasi modo; (iv) le vostre MODIFICHE non devono contenere materiale calunnioso, diffamatorio o illegale, materiale scandaloso o

che influenzi negativamente l'immagine o i diritti di privacy di una qualsiasi società o persona o contenere marchi registrati, materiale protetto dalle leggi sui diritti d'autore o di proprietà di terzi; (v) le vostre MODIFICHE possono essere distribuite solo gratuitamente. Né Voi né altre persone o terze parti possono rivenderle, commercializzarle o richiedere un pagamento per il loro utilizzo senza una licenza da parte del PROPRIETARIO. Il PROPRIETARIO incoraggia la distribuzione senza fini di lucro di MODIFICHE di qualità; (vi) le vostre MODIFICHE non sono supportate tecnicamente o in altro modo dal PROPRIETARIO. Le proibizioni e restrizioni di questa sezione si applicano a chiunque sia in possesso del SOFTWARE o di una qualsiasi MODIFICA. Nei limiti prescritti dalla legge applicabile, NON SIETE AUTORIZZATI AD ANALIZZARE, DECOMPILARE O DISASSEMBLARE QUESTO SOFTWARE IN NESSUN MODO. Qualsiasi copia del SOFTWARE o del MATERIALE DI ACCOMPAGNAMENTO non specificatamente autorizzata da questo CONTRATTO è una violazione del CONTRATTO stesso.

GARANZIA LIMITATA E SUE LIMITAZIONI. GARANZIA LIMITATA. Il PROPRIETARIO garantisce all'acquirente del software che il disco/la cartuccia fornito/a unitamente a questo prodotto non presenterà alcun difetto durante i primi 90 giorni dalla data di acquisto. In primo luogo, Vi preghiamo di restituire il prodotto difettoso al punto vendita presso il quale è stato acquistato, unitamente alla prova dell'acquisto. Se per qualsiasi motivo ciò non sia possibile, Vi preghiamo di restituire il prodotto al PROPRIETARIO all'indirizzo indicato qui sotto, unitamente alla prova dell'acquisto, all'indicazione del luogo in cui il prodotto è stato acquistato, ad una dichiarazione che descriva il difetto ed a qualunque imballaggio originale in Vostro possesso. Il PROPRIETARIO rimborserà le spese postali relative alla restituzione di qualunque prodotto difettoso. La presente garanzia si aggiunge a ma non priva di efficacia i diritti a Voi riconosciuti dalla legge in relazione a questo prodotto, e i diritti a Voi riconosciuti dalla legge non sono in alcun modo limitati o invalidati dalla presente garanzia. Qualora desideriate ricevere ulteriori informazioni circa i diritti a Voi riconosciuti dalla legge, Vi suggeriamo di contattare un'associazione di consumatori ovvero di ottenere assistenza legale.

RISARCIMENTO DEL CLIENTE. Nei limiti prescritti dalla legge applicabile, l'unico risarcimento, e la massima responsabilità da parte del PROPRIETARIO, sarà (i) la sostituzione del supporto originale contenente il SOFTWARE o (ii) il rimborso totale del prezzo pagato per l'acquisto del SOFTWARE. Aprendo la confezione sigillata, installando e/o utilizzando in qualsiasi altro modo il SOFTWARE o il MATERIALE DI ACCOMPAGNAMENTO, Voi acconsentite implicitamente, entro limiti prescritti dalla legge applicabile, di rinunciare a qualsiasi altro risarcimento potreste ricevere in funzione delle leggi correnti o del buon senso. Qualsiasi altro rimborso, a cui non voleste rinunciare per motivi di pubblico diritto, in questo caso specifico, è a discrezione del PROPRIETARIO.

LIMITAZIONE DELLA GARANZIA. TRANNE CHE PER LA GARANZIA LIMITATA SOPRACCITATA E NEI LIMITI PRESCRITTI DALLA LEGGE APPLICABILE, IL PROPRIETARIO NON FORNISCE NESSUN'ALTRA GARANZIA, ESPRESSA O IMPLICITA, ORALE O SCRITTA, PER QUANTO RIGUARDA IL PRODOTTO O QUALSIASI ALTRO SUO COMPONENTE. QUALSIASI GARANZIA IMPLICITA IMPOSTA DA UNA POSSIBILE LEGGE APPLICABILE È LIMITATA IN TUTTI I SUOI ASPETTI DALLA GARANZIA LIMITATA E DALLA SUA DURATA MASSIMA. IL PROPRIETARIO NON CONFERMA, ASSICURA O GARANTISCE LA QUALITÀ O LE PRESTAZIONI DEL SOFTWARE O DEL MATERIALE DI ACCOMPAGNAMENTO TRANNE PER QUANTO SOPRA DESCRITTO NELLA GARANZIA LIMITATA. IL PROPRIETARIO NON CONFERMA, ASSICURA O GARANTISCE CHE IL SOFTWARE O IL MATERIALE DI ACCOMPAGNAMENTO SODDISFERÀ LE VOSTRE

NECESSITÀ O CHE IL SOFTWARE FUNZIONERÀ SENZA INTERRUZIONI, SARÀ PRIVO DI ERRORI O CHE QUESTI, UNA VOLTA RIVELATI, VERRANNO CORRETTI. IL PROPRIETARIO NON ASSICURA CHE IL SOFTWARE FUNZIONERÀ IN UN AMBIENTE MULTIUTENTE. NESSUNA INFORMAZIONE ORALE O SCRITTA O CONSIGLIO FORNITO DAL PROPRIETARIO, I SUOI RIVENDITORI, DISTRIBUTORI, DIRETTORI, RESPONSABILI, IMPIEGATI, AGENTI, CONTRAENTI O AFFILIATI POTRÀ FORNIRE UNA GARANZIA ULTERIORE O ESTENDERE O ESPANDERE IN QUALSIASI MODO QUESTA GARANZIA. NON POTRETE RIVALERVI IN NESSUN CASO DI QUESTO GENERE DI INFORMAZIONI O CONSIGLI. ALCUNE LEGISLAZIONI NON PERMETTONO LIMITAZIONI SULLA DURATA DI UNA GARANZIA IMPLICITA, PER CUI LE LIMITAZIONI SOPRA RIPORTATE POTREBBERO NON ESSERE APPLICABILI NEL VOSTRO CASO. QUESTA GARANZIA LIMITATA VI FORNISCE DIRITTI LEGALI BEN PRECISI E VOI POTRESTE RIVENDICARNE ALTRI A SECONDA DELLA LEGISLAZIONE IN VIGORE.

LIMITAZIONE DI RESPONSABILITÀ. Entro i maggiori limiti previsti dalla legge applicabile e indipendentemente dal fatto che qualunque rimedio precedentemente riportato potesse non rivelarsi efficace, IN NESSUN CASO IL PROPRIETARIO I SUOI RIVENDITORI, DISTRIBUTORI, DIRETTORI, RESPONSABILI, IMPIEGATI, AGENTI, CONTRAENTI O AFFILIATI O CHIUNQUE ALTRO SIA COINVOLTO NELLO SVILUPPO, PRODUZIONE O DISTRIBUZIONE DEL SOFTWARE O DEL MATERIALE DI ACCOMPAGNAMENTO POTRANNO ESSERE RITENUTI RESPONSABILI PER QUALSIASI DANNO, ANCHE SENZA LIMITAZIONE, DIRETTO O INDIRETTO, INCIDENTALE O CONSEGUENZIALE PER DANNI ALLE PERSONE FISICHE, ALLE PROPRIETÀ, A PERDITA DI PROFITTO, SOSPENSIONE DI PRODUTTIVITÀ, PERDITA DI INFORMAZIONI LAVORATIVE, PERDITA DI TESTI O DATI MEMORIZZATI O UTILIZZATI DAL SOFTWARE, INCLUSO IL COSTO NECESSARIO AL RECUPERO O LA RICOSTITUZIONE DEI TESTI O DEI DATI, O QUALSIASI ALTRA PERDITA PECUNIARIA CAUSATA DALL'USO O DALL'IMPOSSIBILITÀ DI UTILIZZARE QUESTO SOFTWARE. QUESTA LIMITAZIONE DI RESPONSABILITÀ SI APPLICA ANCHE NEL CASO IN CUI VOI O CHIUNQUE ALTRO AVESSE AVVERTITO IL PROPRIETARIO O QUALSIASI ALTRO SUO RAPPRESENTANTE AUTORIZZATO DELL'EVENTUALITÀ DI QUESTO GENERE DI DANNI. QUANTO QUI INDICATO È VALIDO ANCHE NEL CASO IN CUI I DANNI SIANO CAUSATI DA O SIANO IL RISULTATO DI NEGLIGENZA ORDINARIA, SPECIFICA, UNICA O PER CONCORSO DI COLPA DEL PROPRIETARIO O DEI SUOI RIVENDITORI, DISTRIBUTORI, DIRETTORI, RESPONSABILI, IMPIEGATI, AGENTI, CONTRAENTI O AFFILIATI. ALCUNE LEGISLAZIONI NON PERMETTONO L'ESCLUSIONE O LA LIMITAZIONE DEL DANNO INCIDENTALE O CONSEGUENZIALE, PER CUI LE LIMITAZIONI SOPRA RIPORTATE POTREBBERO NON ESSERE APPLICABILI NEL VOSTRO CASO.

Supporto del prodotto e aggiornamenti. Questo SOFTWARE è stato sviluppato per esser di facile utilizzo, per cui viene fornito un supporto limitato da parte del PROPRIETARIO come specificato nel MATERIALE DI ACCOMPAGNAMENTO.

Giurisdizione. QUESTO CONTRATTO È REGOLATO DALLA LEGGE INGLESE, INDIPENDENTEMENTE DAI PRINCIPI DI SCELTA DELLA LEGGE APPLICABILE IN VIGORE IN ALTRE NAZIONI, CON TRIBUNALE E SEDE DEL PROCESSO PRESSO LA CORTE DI LONDRA. Questo CONTRATTO può essere modificato solo per iscritto, specificando la modifica e con firma del documento da entrambe le parti. Nel caso in cui una previsione di questo CONTRATTO dovesse rivelarsi inapplicabile, essa continuerà comunque ad avere effetto per quanto possibile e le altre clausole continueranno ad avere pieno effetto.

Completezza del contratto. Questo CONTRATTO rappresenta l'intero accordo tra le parti e sostituisce qualsiasi altra comunicazione, proposta o accordo pre-contrattuale orale o scritto tra le parti o con qualsiasi rivenditore, distributore, agente o impiegato.

Termine. Questo CONTRATTO è valido fino alla sua cessazione. Questo CONTRATTO cessa automaticamente di avere effetto ove non vengano da voi rispettate le seguenti clausole: "Licenza non esclusiva limitata", "Diritti di proprietà intellettuale", "Copia di sicurezza del SOFTWARE o sua archiviazione", "Restrizioni".. Voi potete anche recedere dal CONTRATTO distruggendo il SOFTWARE e il MATERIALE DI ACCOMPAGNAMENTO, qualsiasi copia e riproduzione del SOFTWARE e del MATERIALE DI ACCOMPAGNAMENTO e rimuovendo permanentemente il SOFTWARE dal computer, server o sistema su cui è stato installato.

Equo rimedio di legge. Voi riconoscete che, ove i termini di questo CONTRATTO non venissero specificatamente seguiti, il PROPRIETARIO ne verrebbe irrimediabilmente danneggiato e, pertanto, riconoscete che il PROPRIETARIO avrà il diritto, senza vincoli, altre garanzie, la prova del danno, di chiedere un equo rimedio di legge per il rispetto di quanto previsto nel presente CONTRATTO in aggiunta ad ogni altro possibile rimedio.

Proprietario. Se avete qualsiasi domanda su questo CONTRATTO, il materiale allegato o altro, contattate via posta il PROPRIETARIO al seguente indirizzo:

ZeniMax Europe Limited Haymarket House, 28/29 Haymarket Square, London SW1Y 4SP, United Kingdom

EULA applicable to residents of Germany: Endbenutzer-Lizenzvereinbarung für Deutschland:

LIZENZ- UND GARANTIEBEDINGUNGEN

§ 1 Geltungsbereich (1) Diese Lizenz- und Garantiebedingungen stellen eine abschließende Vereinbarung zwischen Bethesda Softworks LCC und ZeniMax Europe Limited (im Folgenden gemeinsam als "der Eigentümer" bezeichnet) und dem Kunden über die Benutzung dieses Computerspiels ("Spiel"), des Benutzerhandbuchs und des sonstigen Begleitmaterials sowie über die Haftung für etwaige Mängel dieser Gegenstände dar. (2) Dritte, insbesondere Verkäufer, sind nicht befugt, Nutzungsgestattungen oder Garantieerklärungen irgendwelcher Art zu Lasten des Eigentümers abzugeben.

§ 2 Urheberrechte und gewerbliche Schutzrechte (1) Das Spiel ist zugleich audiovisuelle Darstellung und Computerprogramm ("Programm") und genießt daher urheberrechtlichen Schutz. (2) Der Eigentümer behält sich sämtliche an oder im Zusammenhang mit dem Spiel, dem Benutzerhandbuch sowie dem sonstigen Begleitmaterial begründeten Rechte vor. Er bleibt insbesondere Inhaber der urheber- und leistungsschutzrechtlichen Nutzungsrechte an den audiovisuellen Darstellungen des Spiels und an Teilen hieraus (wie z.B. Charakteren, Charakternamen, Handlungselementen, Dialogen, Szenen, Figuren, bildlichen Darstellungen und akustischen und musikalischen Elementen). Er bleibt auch Inhaber der Marken, Titel und sonstigen Kennzeichenrechte.

§ 3 Vervielfältigung, Sicherungs- und Ersatzkopien, Originaldatenträger (1) Der Kunde darf von dem gelieferten Spiel KEINE Kopien, auch keine Sicherungskopien anfertigen. Anstelle der Anfertigung einer Sicherungskopie erhält der Kunde die Rechte nach Absatz 3. Erlaubt sind nur für die Benutzung des Spiels notwendige

Vervielfältigungen wie die Installation des Spiels vom Originaldatenträger auf den Massenspeicher der eingesetzten Hardware, soweit dies vom Kopierschutz nicht verhindert wird, sowie das Laden des Spiels in den Arbeitsspeicher. (2) Ebenfalls untersagt ist das Vervielfältigen des Benutzerhandbuchs und des sonstigen Begleitmaterials. (3) Nach der Installation des Spiels auf den Massenspeicher der eingesetzten Hardware darf der Originaldatenträger nur noch als Sicherheitskopie und zu rein archivarischen Zwecken verwendet werden. Wird der Originaldatenträger beschädigt oder in sonstiger Weise unbrauchbar, so kann der Kunde die Rechte des § 9 geltend machen bzw. – wenn dessen Voraussetzungen nicht vorliegen – gegen Einsendung des Originaldatenträgers an die unten angegebene Adresse von ZeniMax Europe Limited eine Ersatzkopie anfordern. Der Kunde hat hierfür eine Kostenpauschale in Höhe von 10,- € zu entrichten.

§ 4 Mehrfachnutzungen und Netzwerkeinsatz (1) Der Kunde darf das gelieferte Spiel auf jeder ihm zur Verfügung stehenden Hardware nur zu privaten und nicht zu kommerziellen Zwecken einsetzen. Wechselt der Kunde jedoch die Hardware, muß er das Spiel von der bisher verwendeten Hardware löschen. Ein zeitgleiches Einspeichern, Vorrätighalten oder Benutzen auf mehr als nur einer Hardware ist unzulässig. (2) Der Einsatz des überlassenen Spiels innerhalb eines Netzwerkes oder eines sonstigen Mehrstationen-Rechensystems ist unzulässig, sofern damit die Möglichkeit zeitgleicher Mehrfachnutzungen des Spiels geschaffen wird.

§ 5 Dekompilierung und Programmänderungen (1) Die Rückübersetzung des im Spiel enthaltenen Programmcodes in andere Codeformen (Dekompilierung) sowie sonstige Arten der Rückerschließung der verschiedenen Herstellungsstufen des Programms (Reverse-Engineering) sind unzulässig. (2) Die Entfernung des Kopierschutzes ist unzulässig. Nur wenn der Kopierschutz die störungsfreie Spielnutzung beeinträchtigt oder verhindert bzw. der Eigentümer trotz einer entsprechenden Mitteilung des Kunden unter genauer Beschreibung der aufgetretenen Störung die Störung nicht innerhalb von vier Wochen beseitigen kann oder will, darf der Kopierschutz zur Sicherstellung der Funktionsfähigkeit des Spiels entfernt werden. Für die Beeinträchtigung oder Verhinderung störungsfreier Benutzbarkeit durch den Kopierschutz trägt der Kunde die Beweislast. Die besondere Informationspflicht des Kunden nach § 12 der vorliegenden Lizenz- und Garantiebedingungen ist zu beachten. (3) Andere als die in Abs. 2 geregelten Programmänderungen zum Zwecke der sonstigen Fehlerbeseitigung sind nur zulässig, wenn das geänderte Programm allein im Rahmen des eigenen, privaten Gebrauchs eingesetzt wird. (4) Urhebervermerke, Seriennummern sowie sonstige der Computerspielidentifikation dienende Merkmale dürfen auf keinen Fall entfernt oder verändert werden.

§ 6 Spieländerungen Es ist dem Kunden gestattet, unter Verwendung des Spiels, des Benutzerhandbuchs und des sonstigen Begleitmaterials, insbesondere unter Verwendung des etwaig vorhandenen Level Editors (der gegebenenfalls als separate Installationsdatei heruntergeladen werden kann), neue Levels, auf dem Computerspiel beruhende Produkte (gemeinsam "Spieländerungen" genannt) herzustellen und zu verbreiten, wenn er dabei folgende Bedingungen beachtet: (a) die Spieländerungen dürfen nur auf der Grundlage einer legal erworbenen Originalversion des Spiels spielfähig zu sein; (b) sie dürfen keine in irgendeiner Weise geänderte Spielausführungsdatei enthalten; (c) sie dürfen weder die Rechte Dritter (z.B. Urheber-, Persönlichkeits- oder Kennzeichenrechte) noch gesetzliche Bestimmungen (z.B. Jugendschutzgesetze) verletzen; (d) die Nutzung und Vertrieb der Spieländerungen muss unentgeltlich erfolgen, d.h. weder der Kunde noch ein Dritter darf in irgendeiner Weise von der Nutzung oder dem Vertrieb der Spieländerungen finanziell profitieren; (e) für den Level Editor – soweit vorhanden - und andere Entwicklungstools wird kein Support nach §

11 gewährt. Der Eigentümer befürwortet die nicht-kommerzielle Verbreitung von qualitativ hochwertigen Spieländerungen.

§ 7 Nicht gestattete Nutzungshandlungen (1) Sofern dies durch diese Lizenz- und Garantiebedingungen nicht ausdrücklich gestattet ist, ist der Kunde nicht berechtigt, das Spiel, das Benutzerhandbuch sowie das sonstige Begleitmaterial oder Teile (z.B. Charaktere, Figuren, Dialoge oder sonstige Elemente) hieraus zu vervielfältigen, zu verändern, zu vermieten oder öffentlich wiederzugeben bzw. zugänglich zu machen. Insbesondere ist es dem Kunden nicht gestattet, das Spiel, das Benutzerhandbuch sowie das sonstige Begleitmaterial oder Teile hieraus über das Internet oder ein vergleichbares Netz zum Abruf zugänglich zu machen oder an eine andere Person in unkörperlicher Form (z.B. über E-mail oder über einen Internet-Dateidienst wie FTP oder Peer-to-Peer) zu übertragen. (2) Grundsätzlich stellt jede nicht nach diesen Lizenz- und Garantiebedingungen gestattete Vervielfältigung, Vermietung oder öffentliche Wiedergabe (insbesondere über das Internet oder vergleichbare Netze) des Spiels, des Benutzerhandbuchs oder des sonstigen Begleitmaterials eine Urheberrechtsverletzung dar, die vom Eigentümer zivil- und gegebenenfalls auch strafrechtlich verfolgt wird.

§ 8 Weiterveräußerung Der Kunde darf das Spiel nicht an Dritte veräußern, wenn der begründete Verdacht besteht, der Dritte werde diese Lizenz- und Garantiebedingungen verletzen, insbesondere unerlaubte Vervielfältigungen herstellen.

§ 9 Garantie

Der Eigentümer garantiert dem ursprünglichen Käufer dieses Spiels, dass die Compact Disk (CD)/der Datenträger, auf welche(r) dieses Spiel geliefert wird, während der ersten 90 Tage seit dem Eigentumsübergang keine Fehler aufweisen wird. Sobald das Produkt Fehler aufweisen sollte, bringen Sie dieses bitte zurück an den Verkaufsort zusammen mit einem Kaufnachweis. Sollte dies nicht möglich sein, dann senden Sie das fehlerhafte Produkt bitte an die unten angegebene Adresse von ZeniMax Europe Limited zusammen mit einem Kaufnachweis, der Angabe des Kaufortes, einer Beschreibung des Fehlers sowie jeglicher Originalverpackung, die sich in Ihrem Besitz befindet. Der Eigentümer wird Ihnen die Portokosten für die Rücksendung fehlerhafter Produkte erstatten. Diese Garantie gilt neben den gesetzlichen Ansprüchen, die Ihnen in Bezug auf das Produkt zustehen. Ihre gesetzlichen Ansprüche werden durch diese Garantie weder eingeschränkt noch in irgendeiner Weise beeinträchtigt.

§ 10 Haftungsbegrenzung (1) Unter Vorbehalt der folgenden Bestimmungen haftet der Eigentümer nur für Schäden, welche durch die Verletzung vertraglicher sowie außervertraglicher Verpflichtungen als auch durch unerlaubte Handlungen entstanden sind, wenn dies mit Vorsatz oder grober Fahrlässigkeit auf Seiten des Eigentümers, deren gesetzlicher Vertreter oder leitender Angestellter geschehen ist. (2) Hinsichtlich der Schäden, welche durch vorsätzliches oder grob fahrlässiges Verhalten der Angestellten des Eigentümers verursacht wurden, haftet der Eigentümer lediglich für solche Schäden, welche nach diesem Vertrag üblich und vorhersehbar sind. (3) Hinsichtlich der Schäden, welche durch das fahrlässige Verhalten des Eigentümers, deren gesetzlicher Vertreter, leitender Angestellter oder Erfüllungsgehilfen verursacht wurden, haftet der Eigentümer nur für den Fall, dass eine wesentliche Vertragspflicht verletzt wurde. Der vorhergehende Absatz ist entsprechend anwendbar. (4) Eine etwaige Haftung aufgrund einer Garantieerklärung oder aufgrund von Schäden an Leben, Körper oder Gesundheit sowie Ansprüche nach dem Produkthaftungsgesetz bleiben unberührt von der vorhergehenden Haftungsbeschränkung.

(5) Die vorhergehenden Haftungsbeschränkungen finden auch hinsichtlich des Ersatzes nutzloser Aufwendungen Anwendung. (6) Die vorhergehenden Haftungsbeschränkungen finden auch in Bezug auf die persönliche Haftung der gesetzlichen Vertreter, leitenden Angestellten und Erfüllungsgehilfen des Eigentümers Anwendung.

§ 11 Support Der vom Eigentümer gewährte Support ergibt sich aus dem Benutzerhandbuch und dem sonstigen Begleitmaterial.

§ 12 Informationspflichten Darf der Kunde nach § 5 Abs. 2 der vorliegenden Lizenz- und Garantiebedingungen den Kopierschutz oder sonstige Schutzroutinen entfernen, muss er die Vornahme der entsprechenden Programmänderung dem Lieferanten schriftlich anzeigen. Die Mitteilung muss eine möglichst genaue Beschreibung der Störungssymptome, der vermuteten Störungsursache sowie insbesondere eine eingehende Beschreibung der vorgenommenen Programmänderung umfassen.

§ 13 Vertragslaufzeit Diese Lizenz- und Garantiebedingungen sind bis zu ihrer Beendigung wirksam. Die Nutzungsgestattung endet automatisch, wenn der Kunde diese Lizenz- und Garantiebedingungen verletzt. Diese Lizenz- und Garantiebedingungen können auch dadurch beendet werden, indem das Spiel, das sonstige Begleitmaterial sowie jegliche Vervielfältigungen hiervon vom Kunden zerstört werden und das Spiel von allen Rechnern oder Computern des Kunden, auf denen dieses installiert war, entfernt wird.

§ 14 Schlussbestimmungen (1) Diese Lizenz- und Garantiebedingungen stellen die gesamte Vereinbarung zwischen den Parteien dar und ersetzen alle bisherigen Vereinbarungen sowie die bisher gewechselte Korrespondenz zwischen den Parteien, soweit sie mit dem Gegenstand dieser Bedingungen zusammenhängen. Mündliche Nebenabreden wurden nicht getroffen. (2) Auf sämtliche Rechte und Pflichten aus und im Zusammenhang mit dem von diesen Lizenz- und Garantiebedingungen erfassten Vertragsverhältnis zwischen dem Eigentümer und dem Kunden findet englisches Recht unter Ausschluss des UN-Kaufrechts und des Kollisionsrechts Anwendung. (3) Gerichtsstand für sämtliche Streitigkeiten aus oder im Zusammenhang mit dem von diesen Lizenz- und Garantiebedingungen erfassten Vertragsverhältnis zwischen dem Eigentümer und dem Kunden ist– London, England. Der Eigentümer ist jedoch berechtigt, den Kunden auch an seinem allgemeinen Gerichtsstand zu verklagen. (4) Erfüllungsort für sämtliche Pflichten aus und im Zusammenhang mit dem von diesen Lizenz- und Garantiebedingungen erfassten Vertragsverhältnis zwischen dem Kunden und dem Eigentümer ist der Geschäftssitz der ZeniMax Europe Limited.

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