



## MechWarrior 5: Clans Mod Editor EULA

MechWarrior 5: Clans Mod Editor EULA July 11th, 2025 THE FOLLOWING TERMS AND CONDITIONS (THE "AGREEMENT") APPLY TO YOUR USE OF THE WEBSITE, INCLUDING ANY OF OUR CONTENT, SERVICES AND SOFTWARE, AS DEFINED HEREIN. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE YOU START TO USE THE SERVICES. THIS IS A LEGALLY BINDING AGREEMENT CONTAINING IMPORTANT TERMS, CONDITIONS, AND LIMITATIONS RELATING TO LIABILITY, WARRANTY, AND YOUR OBLIGATIONS IN RESPECT OF OUR SERVICES. BY USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND AND ABIDE BY ALL OF THE TERMS, CONDITIONS, AND LIMITATIONS SET FORTH IN THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THESE TERMS DO NOT USE OUR SERVICES.

By agreeing to be bound by this Agreement, you acknowledge that you have read, understood and agree to be bound by the Piranha Games Privacy Policy (<https://mw5clans.com/privacy>) and Cookie Policy (<https://mw5clans.com/cookie-policy>).

### 1. DEFINITION OF TERMS

For the purposes of this Agreement, the following terms have the following meanings:

- "Account" – means a profile created by an individual through the Website which allows Users to use the Services.
- "Content" – means all materials and content, including designs, editorial, text, graphics, audiovisual materials, multimedia elements, photographs, videos, music, sound recordings, reports, documents, software, information, formulae, patterns, data and any other work.
- "Epic Content" means any artwork or other content asset that Epic makes available for you to access or download through the Service or Marketplace for your use with the Service.
- "Intellectual Property" – means all registered or unregistered intellectual property issued to or owned, held, used, licensed or leased by Piranha Games, including all trade or brand names, business names, domain names, website names, worldwide web addresses, social media accounts, trade-marks (including logos), trade-mark registrations and applications, service marks, service mark registrations and applications, copyrights, copyright registrations and applications, issued patents and pending applications and other patent rights, industrial design registrations, pending applications and other industrial design rights, trade secrets, proprietary information and know-how, software, equipment and parts lists and descriptions, instruction manuals, inventions, inventors' notes, research data, client data and records, blueprints, drawings and designs, formulae, processes,

technology and other intellectual property issued to or owned, held, used or leased by Piranha Games, together with all worldwide rights arising out of, or associated with, the foregoing;.

- “Marketplace” – means a digital marketplace maintained by Epic or its affiliates through which, among other things, Epic makes certain Epic Content available for use under the License..
- “Our Content” – means all Content, source code, processes, designs, technologies, URLs, domain names, marks and logos forming any part of our Services.
- “Piranha Games”, “we”, “us”, “our” – means Piranha Games Inc., its directors, officers, partners, shareholders, representatives, administrators, trustees, employees, agents, servants, affiliated and related companies, subsidiaries, successors and assigns,
- “Services” means the following terms collectively:
  - o “Editor” – means the Unreal Editor that Epic makes available for you to access or download for your use with the Licensed Materials, Mods, and any patches, updates, upgrades, and documentation for such application. The term “Editor” specifically does not include (i) other versions of the Unreal Editor, (ii) Licensed Materials, or (iii) Mods.
  - o “Epic” – Depending on the location of your primary residence, means:

Epic Games, Inc., a Maryland Corporation having its principal business offices at Box 254, 2474 Walnut Street, Cary, North Carolina, 27518, U.S.A.; or

Epic Games Commerce GmbH, a Swiss company with limited liability having its principal business offices at Platz 10, 6039 Root D4, Switzerland..
  - o “Licensed Materials” – Includes the Software and Content. Licensed Materials do not include the Editor, which is made available by Epic under the Unreal ® Engine End User License Agreement, as supplemented by the terms and conditions of this Agreement.
  - o “Mod(s)” – means any Content designed to be used with the Licensed Materials and Editor to provide a gameplay experience that is customized or otherwise modified from the Licensed Materials as made available by Epic and Piranha Games.
  - o “Website” – means the internet site located at <https://mw5clans.com/> and all other associated webpages, subdomains, Content and features whether accessed via desktop, mobile or other device.
- “Software” – means any software that is made available to download from the Services, including, but not limited to, the MechWarrior 5: Clans – Modding Editor and Mechwarrior 5: Clans.
- “Third-Party Content” – means any Content accessed or made available to the User through our Services, the Website or the Internet owned and operated by parties other than Piranha Games.
- “User(s)”, “you”, “your” – means you as the individual who, accesses, views, uses, or otherwise interacts with the Services, whether they the individual has created an Account and includes any person or entity acting on

your behalf or under your authority.

## 2. ACCEPTANCE OF THIS AGREEMENT

Our Services are offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained in this Agreement. By using the Services, you agree to be legally bound by and abide by the terms of this Agreement. We require your explicit consent to this Agreement before you are able to use the Services. If you are not willing to be bound by each and every term or condition, or if any representation made herein by you is not true, then you are not authorized to use the Services.

Within the Services, there may be links to other websites from time to time. The User acknowledges that Piranha Games has no responsibility, liability or obligation to control or maintain the websites you visit via such links, or in respect of any agreement you make or transaction you carry out with the operator of those websites. You should familiarize yourself with the applicable privacy policies, terms of services, and other applicable agreements of all other websites prior to using them.

Use of the Editor is also subject to the Unreal Engine End User License Agreement ("UE EULA"), which may be found at <https://www.unrealengine.com/en-US/eula/publishing>. By downloading or using the Editor you also agree to the UE EULA. Use of the Marketplace is subject to Epic's Terms of Service, which may be found at <https://www.epicgames.com/site/en-US/tos>. By using the Marketplace, you also agree to Epic's Terms of Service.

## 3. AMENDMENTS TO THIS AGREEMENT

We reserve the right to update and change this Agreement from time to time; you should check this page regularly to take notice of any changes. Your continued use of the Services following the posting of any revised Terms of Service means that you accept and agree to the amendments. If you do not agree to any updates or changes, you must stop using the Services.

## 4. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

The Service includes the Unreal® Engine code and other code, materials, and information (the "Epic Materials") from Epic. All Epic Materials are provided on an "as is" and "as available" basis, "with all faults" and without warranty of any kind. Piranha Games, Epic, and Epic's affiliates disclaim all warranties, conditions, common law duties, and representations (express, implied, oral, and written) with respect to the Epic Materials, including without limitation all express, implied, and statutory warranties and conditions of any kind, such as title, non-interference with your enjoyment, authority, non-infringement, merchantability, fitness or suitability for any purpose (whether or not Epic knows or has reason to know of any such purpose), system integration, accuracy or completeness, results, reasonable care, workmanlike effort, lack of negligence, and lack of viruses, whether alleged to arise under law, by reason of custom or usage in the trade, or by course of dealing. Without limiting the generality of the foregoing, Piranha Games, Epic, and Epic's affiliates make no warranty that (1) any of the Epic Materials will operate properly, including as integrated in the Service, (2) that the Epic Materials will meet your requirements, (3) that the operation of the Epic Materials will be uninterrupted, bug free, or error free in any or all circumstances, (4) that any defects in the Epic Materials can or will be corrected, (5) that the Epic Materials are or will be in compliance with a platform manufacturer's rules or requirements, or (6) that a platform

manufacturer has approved or will approve the Service, or will not revoke approval of the Service for any or no reason. Any warranty against infringement that may be provided in Section 2-312 of the Uniform Commercial Code or in any other comparable statute is expressly disclaimed by Piranha Games and Epic. Piranha Games, Epic, and Epic's affiliates do not guarantee continuous, error-free, virus-free, or secure operation of or access to the Epic Materials. This paragraph will apply to the maximum extent permitted by applicable law. To the maximum extent permitted by applicable law, neither Piranha Games, Epic, Epic's licensors, nor its or their affiliates, nor any of Piranha Games' or Epic's service providers, shall be liable in any way for loss or damage of any kind resulting from the use or inability to use the Epic Materials or otherwise in connection with this User Agreement, including but not limited to loss of goodwill, work stoppage, computer failure, or malfunction, or any and all other commercial damages or losses. In no event will Piranha Games, Epic, Epic's licensors, nor its or their affiliates, nor any of Piranha Games' or Epic's service providers be liable for any loss of profits or any indirect, incidental, consequential, special, punitive, or exemplary damages, or any other damages arising out of or in connection with this User Agreement or the Epic Materials, or the delay or inability to use or lack of functionality of the Epic Materials, even in the event of Piranha Games, Epic's, or Epic's affiliates' fault, tort (including negligence), strict liability, indemnity, product liability, breach of contract, breach of warranty, or otherwise and even if Piranha Games, Epic or Epic's affiliates have been advised of the possibility of such damages. These limitations and exclusions regarding damages apply even if any remedy fails to provide adequate compensation. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, the liability of Piranha Games, Epic, Epic's licensors, its and their affiliates, and any of Piranha Games' or Epic's service providers shall be limited to the full extent permitted by law. Use of the Editor (as defined below) is subject to the Unreal® Engine End User License Agreement ("UE EULA"), which may be found at [www.unrealengine.com/eula](http://www.unrealengine.com/eula). By downloading or using the Editor, you also agree to the UE EULA. Use of the Marketplace is subject to Epic's Terms of Service. By using the Marketplace, you also agree to Epic's Terms of Service. Notwithstanding the terms of the UE EULA, you may not use the Editor or any Epic Content (a) with or in connection to any games, projects, products, or services other than the Service, or (b) to create or develop any separate or standalone games, projects, products, or services. Your breach of the foregoing will constitute a material breach of both the UE EULA and this User Agreement. If you have entered into the UE EULA, then upon termination of this User Agreement, your license under the UE EULA to use the Editor and any Epic Content will immediately terminate; provided, however, that such termination will not terminate any license you may have under the UE EULA with respect to your use of other versions of the Unreal® Engine.

## 5. LICENSE GRANT

Epic and Piranha Games grant you a personal, non-exclusive, non-transferable, non-sublicensable limited license only to internally use the Services for non-commercial purposes (the "License"). The rights granted under the License are subject to the terms of this Agreement. All rights not expressly granted to you are reserved by us, and if applicable, our licensors. The License does not grant you any title or ownership of the Licensed Materials. Use of the Licensed Materials is contingent upon your acceptance of and compliance with the terms of this Agreement.

1. Limited License for MechWarrior 5: Clans Mod Support – Piranha Games grants you a non-exclusive, non-transferable, non-sublicensable license, during the period in which Piranha Games makes the

Licensed Materials available to you, for a single User to use, reproduce, and modify the Licensed Materials for the sole purpose of creating MechWarrior 5: Clans Mods for use with the MechWarrior 5: Clans videogame (the “MechWarrior 5: Clans Mod Support License”).

The MechWarrior 5: Clans Mod Support License is conditioned on the following: (a) you may not distribute or sublicense to any individual, company, organization, institution, government agency or other entity, or include in any product, any Licensed Materials, except for use only with the MechWarrior 5: Clans videogame and only if you do not charge a fee; (b) you may not distribute, operate, or contribute to the distribution or operation of standalone versions of the MechWarrior 5: Clans videogame (or any variant thereof); (c) other Users may use, reproduce, modify, and distribute your Mods in accordance with this Section; and (d) you agree that the Licensed Materials shall be afforded all considerations, restrictions, and terms outlined throughout this Agreement.

The MechWarrior 5: Clans Mod Support License does not grant you any title, ownership rights, or other intellectual property rights in any Licensed Materials (excluding your Mods) or Intellectual Property. You agree to retain and reproduce in all copies of the Licensed Materials the copyright, trademark, and other proprietary notices and disclaimers as they appear in the Licensed Materials. Upon Piranha Games ceasing to make access to the Licensed Materials available, upon the termination of this Agreement, or termination of the MechWarrior 5: Clans Mod Support License, you acknowledge and agree to immediately destroy any and all copies of the Licensed Materials. Failure to destroy the Licensed Material as required under this Agreement may give rise to legal action, including, but not limited to, injunctive relief, claims for damages and recovery of legal costs. All references in this paragraph to the Licensed Materials include modified versions thereof made by you under the MechWarrior 5: Clans Mod Support License.

## 6. LICENSE CONDITIONS

The following is prohibited in regards to your use of the Licensed Materials: (a) using it for commercial purposes; (b) copying, reproducing, distributing, displaying, or using the Licensed Materials in any way not expressly authorized in this Agreement; (c) selling, renting, leasing, or licensing the Licensed Materials; (d) removing or modifying any security technology included with the Licensed Materials; (e) using the Licensed Materials to infringe or violate the rights of any third party, including but not limited to any intellectual property, publicity, or privacy rights; (f) use or export of the Licensed Materials in violation of any applicable law or regulation.

## 7. EDITOR

You may not use the Editor or any Licensed Materials (a) with or in connection to any games, projects, products, or services other than with the Licensed Materials or (b) to create or develop any standalone games, projects, products, or services.

## 8. PROPRIETARY RIGHTS

9. Our Content – Except where expressly stated otherwise, all right, title and interest in and to the Services, Intellectual Property and all Our Content, is fully vested in us, our licensors or our suppliers and are protected by applicable copyrights, trade-marks, patents, trade secrets or other proprietary rights and laws. You agree that Our Content is licensed subject to the terms of this Agreement, including the

disclaimers and limitations of liability herein. Nothing in your use of the Services or this Agreement grants you any right, title or interest in or to Our Content except the limited right to use the Services as set out in this Agreement. Unless otherwise expressly authorized by us in writing, you agree not to:

a. copy, modify, rent, lease, loan, sell, assign, sublicense, grant a security interest in or otherwise transfer any right or interest in Our Content, b. distribute, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover the source code, of Our Content, to the maximum extent that such prohibition is permitted by applicable law, c. remove any proprietary notices or labels on or in Our Content, or d. allow any other person or entity to engage in any of the foregoing.

2. Third-Party Content – Third-Party Content may be protected by applicable copyrights, trade-marks, patents, trade secrets or other proprietary rights and laws. Nothing in your use of the Services or this Agreement grants you any right, title or interest in or to this Third-Party Content except for the limited right to use the Services as set out in this Agreement.

3. Your Content – We do not claim ownership of any Content that you post, upload, input, provide, submit or otherwise transmit to us, or any third party, using our Services (collectively, “Your Content”); however, you agree that by posting, uploading, inputting, providing, submitting, entering or otherwise transmitting Your Content to us or any third party using the Services:

a. License to Us – you have thereby granted us a royalty-free, non-exclusive, worldwide, fully paid-up limited license to use, copy, distribute, transmit, display, edit, delete, publish and translate Your Content to the extent reasonably required by us to provide the Services as they exist from time to time or to ensure adherence to, or enforce, the terms of this Agreement, b. Your Warranty to Us – you will have thereby confirmed, represented and warranted to us that you have all rights, titles and interests, as well as the power and authority necessary, to grant the license to Your Content set out above, and c. Indemnity of Us – you agree to defend, indemnify and hold harmless Piranha Games from any against any liabilities, actions, proceedings, claims, causes of action, demands, debts, losses, damages, charges and costs, including reasonable legal costs, any amount paid to settle any action or to satisfy a judgment and expenses of any kind and character whatsoever incurred by us relating to or arising from your violation of the terms of this Agreement or Your Content, including, but not limited to, instances where Your Content: i. infringes any Third-Party Content or other third-party intellectual property rights, or ii. is inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful.

4. Advertising – We shall have the right, without notice, to insert advertising data into the Services, so long as this does not involve our transmission of any of your personal information in contravention of the Privacy Policy (<https://mw5clans.com/privacy>).

5. Feedback—All rights, title and interest in and to your comments, ideas, suggestions and impressions of Piranha Games, the Services, Our Content, the Software and our products given by you to us (collectively, the “Feedback”) is and shall be deemed to be our property and, by submitting Feedback to us, you agree that you thereby assign to us all right, title and interest to such Feedback to us.

6. Data Protection – We will and have established commercially reasonable security measures to ensure that our personnel only use Your Content in accordance with the license granted under this Agreement.

For more information on how we use information about users of the Services, refer to our Privacy Policy (<https://mw5clans.com/privacy>).

7. Responsibility for Content – You acknowledge and agree that you are exclusively responsible for determining the accuracy, suitability, harmfulness or legality of any Content, information or material received, transmitted or sent by you using the Services.
8. Public Transmission and Caching – You acknowledge and agree that the technical processing and transmission of the Services, including Your Content and other Content, may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices, and that such Content may be subject to “caching” or other technical processing or transmission policies and procedures by us or at intermediate locations on the Internet.
9. Deletion of Your Content – If you delete the Account to which Your Content is connected, you acknowledge and agree that we may retain a copy or copies of Your Content for archival or compliance purposes or to otherwise provide the Services to you or others, subject always to your license to us set out above. If permitted by the functionality of the Services, you may delete Your Content from the communication facilities thereupon, though we may retain a copy internally thereof for compliance purposes.
10. Compliance and Complaints – We do not have any obligation to censor or review any of Your Content, to censor or review any Third-Party Content or to monitor use of the Services. However, you agree that we may, without notice or liability, disclose to third parties any of your information or Your Content, monitor use of the Services and monitor, review and retain Your Content if we believe in good faith that such activity is reasonably necessary to provide the Services to customers, ensure adherence to or enforce the terms of this Agreement, comply with any laws or regulations, respond to any allegation of illegal conduct or claimed violation of third party rights, or protect us or others. If we receive a complaint relating to use of the Services by you, you acknowledge and agree that we may, in our sole and absolute discretion and without notice or liability, investigate the complaint, restrict, suspend or terminate any Services involved, or remove Your Content from our servers.
11. COPYRIGHT, TRADEMARK AND OTHER NOTICES
12. Copyright Notice – The Services and Our Content is owned and copyrighted by Piranha Games Inc., its successors and assigns, and/or its licensors, and is licensed to you in accordance with the terms of this Agreement only.
13. Trade-Mark Notice – The trademarks, logos, and service marks displayed on or through the Services are the property (whether registered or unregistered) of Piranha Games Inc., its licensors or other third parties. You are not permitted to use trade-marks, logos or service marks for any purpose without our prior, written consent. Except as expressly indicated on the website, no endorsement, sponsorship, affiliation or other authorization is implied by any use of third party trade-marks. Without limiting the generality of the foregoing:

- MECHWARRIOR® and related logos, indicia and trade-marks are registered or common law trade-marks of

Microsoft Corp. and are used under license. • PIRANHA GAMES and related logos, indicia and trade-marks are registered or common law trade-marks of Piranha Games Inc. and are used under license. • EPIC, EPIC GAMES, UNREAL, and UNREAL ENGINE are trade-marks or registered trade-marks of Epic and its affiliates in the United States of America and elsewhere and are used under license.

3. Copyright Complaints – If you believe that any Content on the Services infringes upon any copyright or other intellectual property right that you own or control, you may send a written notification of such infringement to our Designated Agent: • by fax: 1-(604)-484-4145 • by e-mail: [mw5clans@piranhagames.zendesk.com](mailto:mw5clans@piranhagames.zendesk.com) To meet the notice requirements under the Digital Millennium Copyright Act (“DMCA”), or similar legislation in your jurisdiction, the notification must be a written communication that includes the following:

1. a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

4. identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

5. identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;

6. information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;

7. a statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and

8. a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

9. Infringer and Repeat Infringer Policy – In accordance with the DMCA and other applicable law, we have adopted a policy of terminating, in appropriate circumstances and at our sole discretion, members who are deemed to be repeat infringers of Intellectual Property. We may also, at our sole discretion, limit access to the Service or terminate the User Account of any User who infringes any intellectual property rights of us or others, whether or not there is any repeat infringement.

## 10. INTERNET-BASED LIMITATIONS

Your use of the Services depends on the Internet, including networks, cabling, facilities and equipment that is not in our control; accordingly (a) all representations made by us (if any, see below) regarding access performance, speeds, reliability, availability, use or consistency of the Services are on a “commercially reasonable efforts” basis, (b) we cannot guarantee any minimum level regarding such performance, speed, reliability, availability, use or consistency, and (c) data, messages, information or materials sent over the Internet

may not be completely private, and your anonymity is not guaranteed.

## 11. ACCEPTABLE USE AND PROHIBITIONS

### 12. Lawful Use (Things You Must Do) – You will ensure that:

- a. you only use the Services for lawful purposes, and
- b. if at any time you become aware of any violation, by any person or entity under your control, of any part of this Agreement, you will immediately notify us and provide us with assistance, as requested, to stop or remedy such violation.

### 2. Prohibited Conduct (Things You Must Not Do) – Without limiting the generality of any other restriction in this Agreement, you agree that you will not, in connection with the Services, directly or indirectly do or permit any of the following:

- a. post, upload, reproduce, distribute or otherwise transmit any Content that: i. is unauthorized or unsolicited commercial communications, junk or bulk communications or other “spam” (whether or not using e-mail services, including instant messaging, blog or comment spam) or is otherwise duplicative or unsolicited, ii. contains a virus, cancelbot, Trojan horse, worm or other harmful, disruptive or surreptitious component, iii. is defamatory, infringing, or unlawful, iv. is inappropriate, profane, obscene, indecent materials or information without suitable or lawfully-required access controls (which controls shall in no event be our responsibility), v. gives rise to civil liability, or otherwise violates the rights or assists others to violate the rights of us or any third party, such violations including engaging in copyright infringement, invasion of privacy, trademark infringement or defamation, vi. constitutes a criminal offence, or otherwise engages in or assists others to engage in any criminal offence, including pyramid selling, unauthorized use of a computer, mischief in relation to data, fraud, obscenity and child pornography; or vii. incites discrimination, hate or violence towards one person or a group because of their belonging to a race, religion, nationality, sexuality, gender or other human rights-protected group of persons;
- b. engage in threats, harassment, intimidation, stalking or abuse or any conduct that violates the legal rights of others, including the rights of minors and rights relating to privacy and publicity;
- c. scan or probe another computer system, obstruct or bypass computer identification procedures or engage in unauthorized computer or network trespass without the express permission of the owners of such computer systems;
- d. forge headers or otherwise manipulate any protocols or identifiers used in any system or protocol in such a manner to disguise the origin of any data transmitted using the Services;
- e. impersonate or falsely represent your association with any person, including a representative of us;
- f. disrupt or threaten the integrity, operation or security of any service, computer or any Internet system;
- g. disable or circumvent any access control or related process or procedure established with respect to the Services;
- h. sublicense, share, resell, reproduce, copy, distribute, redistribute, or exploit for any commercial purposes (except for your internal, personal, non-commercial purposes), any portion of, use of or access to, any Services, except where expressly authorized by us;
- i. extract, gather, collect, or store personal information about others without their express consent; or j. breach any term of this Agreement.

## 12. TERMINATION

### 13. Termination by Us – We may, in our sole discretion, suspend, restrict or terminate your use of the

Services, Our Content or your Account, effective at any time, without notice to you, for any reason, including if the operation or efficiency of the Services or our or any third party's equipment or network is impaired by your use of the Services, we have received a third party complaint which relates to your use or misuse of the Services or you have been or are in breach of any term or condition of this Agreement.

14. Your Content – You acknowledge and agree that termination, curtailment, or suspension of this Agreement for any reason may result in restrictions of, disruptions to or cessation of your or third party access and your Account and Your Content, and you hereby agree to release us from any and all liability and claims of loss resulting from restrictions, disruptions or cessations. If your use of the Services is suspended or restricted, we will have no obligation to forward any of Your Content to you or any third party.

## 15. GENERAL

16. Interpretation – In this Agreement, a. the captions and headings are for convenience only and do not constitute substantive matter and are not to be construed as interpreting the contents of this Agreement, b. the word “including”, the word “includes” and the phrase “such as”, when following a general statement or term (whether or not non-limiting language such as “without limitation” or “but not limited to” or other words of similar import are used with reference thereto), is not to be construed as limiting, and the word “or” between two or more listed matters does not imply an exclusive relationship between the matters being connected, c. all references to website addresses or URLs shall also include any successor or replacement websites containing substantially similar information as the referenced website(s), and d. all monetary amounts expressed are in United States dollars (USD).
17. Waiver of Rights and Remedies – Our failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between you and us nor trade practice shall act to modify any provision of this Agreement. Our rights, powers and remedies in this Agreement, including without limitation the right to suspend, restrict or terminate your access to any portion of the Services, are cumulative and in addition to and not in substitution for any right, power or remedy that may be available to us at law or in equity.
18. Severability – If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.
19. Governing Law and Jurisdiction – This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia. You hereby irrevocably consent to the exclusive jurisdiction of the courts of the Province of British Columbia in connection with any matter arising under this Agreement.
20. Limitation Period – Any cause of action you may have with respect to this Agreement or the Services must be commenced within one year after the claim or cause of action arose, or it shall be barred.
21. Notices – Any notice, consent, waiver, approval, authorization or other communication to be delivered in connection with this Agreement:

a. by us to you will be deemed to have been effectively and validly given if delivered or sent to any of the contact particulars then listed in your Account, or if prominently posted on the Website; b. by you to us will only be deemed to have been effectively and validly given if in writing and properly submitted to us through in the user interface for such submissions on the support or contact section of the Website (<https://piranhagames.com/contact/>).

7. Assignment and Enurement – We may at any time assign our rights and obligations under this Agreement, in whole or in part, without notice to you. You may not assign this Agreement without our prior, written consent. This Agreement will enure to the benefit of and bind you and us and our respective personal and legal representatives, successors and permitted assigns.
8. Survival – All provisions that, by their meaning or nature, are intended to survive termination or expiry of this Agreement shall survive termination or expiration of this Agreement.
9. Relationship – You agree that no joint venture, partnership, employment or agency relationship exists between us and you as a result of this Agreement or use of the Services.
10. Force Majeure – Neither party shall be responsible for a failure to fulfil its obligations under this Agreement or for delay in doing so if such failure or delay is due to circumstances beyond its reasonable control, such as acts of God, acts of government, war, riots, strikes and accidents in transportation, but excluding a lack of financing, cash or credit.
11. Entire Agreement – This Agreement, as amended from time to time, including any and all documents, websites, rules, terms and policies referenced herein, constitutes the entire agreement between us and you with respect to the matters referred to in this Agreement and supersedes all prior and contemporaneous agreements and understandings, whether electronic, oral or written, between us and you with respect to such matters.
12. English Language – The parties have requested and agree that this Agreement and all documents relating thereto be drawn up in English / Les parties ont demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.