



Trolley Problem Inc. EULA

Yogscast Games: Trolley Problem, Inc. EULA Last updated: 14 April 2022 **A quick summary:** (i) This EULA is legally binding on you when you download and play our game, Trolley Problem, Inc. (ii) Everything in the EULA is important and should be read by you, but we particularly draw your attention to section 4 (which sets out our liability to you) and section 5 (which sets out what happens in a dispute). (iii) We may need to amend the EULA and the Game in certain situations (e.g. to make technical improvements). (iv) There are a number of rules set out in section 2 – if you breach these, we may stop you accessing Trolley Problem, Inc. (v) If you've got any queries or concerns about this EULA, please email us at videogames@yogscast.com.

1. About Yogscast and this EULA

1.1. We are Yogscast Ltd based at Victoria House, 26 Queen Victoria Street, Reading, Berkshire, RG1 1TG, United Kingdom (known as “**Yogscast Games**” – we may also refer to ourselves as “**We**” in this EULA). This EULA is a legally binding contract between you and Yogscast Games and it covers our game, Trolley Problem, Inc. (“**Game**”).

1.2. We may make changes to the Game and / or this EULA for various reasons – such as to reflect changes in applicable laws or regulatory requirements and / or to implement technical changes or improvements (e.g. to address a security issue or changes in our business practices). If we make minor changes, these should not impact your use of the Game. If we make more significant changes to the Game, or in the unlikely event we suspend or permanently discontinue the Game, we will notify you in advance and, where appropriate, you may be entitled to a partial or full refund.

1.3. You must be at least 13 years old to sign-up and play the Game. If you are between 13 and 18, please ask your parent or guardian to review and approve this EULA and to supervise your use of the Game.

1.4. You can terminate this EULA at any time by permanently stopping use of the Game. Termination will not affect already existing rights or obligations of either us or you.

1.5. If you have any questions about this EULA, please feel free to email us at atvideogames@yogscast.com.

2. Use of the Game We ask you to follow a few simple rules if you download and play our Game. Please read them carefully, as failure to follow them will be considered a breach of this EULA, which could lead to suspension or cancellation of your access to the Game. (a) Personal Enjoyment. Only use the Game for your personal enjoyment, and not for any commercial, marketing or political purpose.

(b) Restricted Access. Do not attempt to copy, rent, sell, lend, lease, sub-license, distribute, publish or publicly

display the Game or any of your rights under this EULA to anyone else not expressly permitted under this EULA.

(c) Misuse. Do not cheat, hack, harm, modify, merge, distribute, translate, reverse engineer, or attempt to obtain or use source code of, decompile or disassemble the Game, (unless you are allowed to under your local laws), or any platform / network / server it runs on.

(d) Infringing Content. Do not do anything in connection with the Game that infringes copyright, trade mark, patent, trade secret, privacy, publicity or other intellectual property rights.

(e) Conduct. Do not do or say anything that is or may be considered threatening, harassing, racist, sexist, discriminatory, abusive, defamatory or otherwise offensive or illegal. Yogscast reserves the right to monitor the content of the Game and any user-generated content.

3. Licence and intellectual property

The Game including (but not limited to) its visual components, user interface, graphics, audio, video, text, layout, computer code, databases, data and all other content, with all the intellectual property rights and exploitation rights in them, are either owned by Yogscast or licensed from third parties. All rights in the Game are reserved except as explained in this EULA. No ownership right or interest or other rights in the Game any part of it is transferred to you. We grant you a personal, limited, terminable, non-exclusive, non-transferable licence to access, display, view and use the Game on authorised devices and platforms (subject to you abiding by this EULA).

4. Our responsibility and liability to you

4.1. There are certain situations where we will be responsible or liable for losses or damages you suffer. These are as follows:

(a) Where it would be unlawful. We do not exclude or limit our liability to you where it would be unlawful to do so, this includes:

- Death or personal injury caused by our negligence (or the negligence of our employees, agents or subcontractors).
- Fraud or fraudulent misrepresentation.
- Breach of your legal rights.
- For defective products.

(b) Personal losses. We only supply the Game for domestic and private use. If you use the Game for any commercial, business or re-sale purposes we will have no liability to you for any loss of profits, loss of business, business interruption or loss of business opportunity. 4.2. Subject to 4.1. above, the total liability of Yogscast (and its group companies) arising out of or in connection with this EULA will not exceed the total amount you have paid to us under this EULA during the twelve (12) months immediately prior to the event which caused the liability.

4.3. Epic Games Inc and its affiliates disclaim any representations, warranties, conditions and liabilities related to or in connection with the Unreal Engine.

5. Governing law and dispute resolution

5.1. You and we agree that your use of the Game and this EULA (and any issues arising out of them) will be governed by and interpreted in accordance with the laws of England, and any dispute regarding it will be under the jurisdiction of the courts of England. This does not exclude any mandatorily applicable rules or remedies which would be available to you in legal claim brought under the laws of your country of residence.

5.2. We and you both agree to make reasonable and good faith efforts to resolve any dispute between us informally. Normally, we would suggest that this dispute resolution period lasts 30 days unless exceptional circumstances exist. You and we have the legal right to commence legal claims against each other if we consider it necessary. If you bring a legal claim against Yogscast, you should send it to videogames@yogscast.com.

6. Other legal matters

6.1. We can assign, subcontract or transfer this EULA to a third party or another member of our group (as part of any reorganisation or merger or for other business reasons), provided that this does not affect your legal rights (or with your consent).

6.2. This EULA governs our relationship with you (and vice versa). It does not create rights for anyone else.

6.3. If any part of this EULA is found not to be legally enforceable, this will not affect any other part of it.