



## Twin Mirror End User License Agreement

### END USER LICENSE AGREEMENT

Last Updated : August, 28 2020

**IMPORTANT** – Please read this End User License Agreement (“EULA”) carefully before purchasing, downloading or installing the videogame, application, their associated upgrades, patches, and updates (the “Product”) currently provided or which will be provided by DON’T NOD ENTERTAINMENT S.A. (“DNE”), a company entered on the Paris Trade and Companies Register under number 504 161 902 and having its registered office at Métropole 19 – 134 Rue d’Aubervilliers - 75019 Paris, France.

Indeed, this EULA sets out the basis on which DNE makes the Product available to you (“user” or “you”) and on which you may use it. DNE’s Privacy Policy (« Privacy Policy ») which can be found on <https://dont-nod.com>, forms an integral part of this EULA. By installing or using the Product, you agree to accept and to be bound by (1) this EULA and (2) the Privacy Policy at all time. **If you do not agree with one of these, please do not install or use the Product.**

This Product is licensed, it is not sold. All rights not expressly granted under this EULA are hereby reserved by DNE and, if applicable, its licensors.

DNE reserves the right to change, modify, add or delete articles of this EULA at any time, in accordance with Section 12 below.

Before installing this Product, please ensure that your computer device meets the minimum system requirements for this Product to operate properly.

#### 1. Preconditions of the license

The license granted in this EULA is specifically conditioned upon the following and your full compliance with all other terms and conditions set forth in this EULA:

i) You have reached the age of majority in your jurisdiction. If you are under the age of majority in your jurisdiction, your parent or legal guardian must agree to be bound by this EULA and any applicable additional terms;

- ii) You agree to and comply with all of the terms in this EULA, and any additional terms as may be applicable to the Product;
- iii) Your access and use of the Product is subject to certain security measures, including, without limitation, registering the Product with a serial code, having continuous access to the Internet to benefit certain features, and accepting certain security/digital rights management features. Failure to accept and fully-comply with such security measures may partially or completely impair your use of the Product;
- iv) Your access and use of the Product is in accordance with all applicable local, state, national, and foreign laws and regulations.
- v) You access and use the Product only on local machines, running validly licensed copies of operating systems on which the Product was designed to operate.

## **2. Non-exclusive limited use license**

Subject to your compliance with the terms and conditions of this EULA, DNE hereby grants you a non-exclusive, non-transferable, non-commercial, non-sub-licensable and personal license to install and use the Product until you or DNE terminate this EULA. This EULA also applies to any patches or updates you may obtain for the Product. In accordance with, and without intent to limit the provisions set forth herein, the duplication, copying or any form of reproduction of the Product or related information, documents or other content on any server or location for the purpose of duplication, copying or any other form of reproduction is expressly and explicitly prohibited.

You may not use, or allow others to use, the Product or this license for any commercial purpose without obtaining a license from DNE to do so.

All rights not expressly granted under this EULA are hereby reserved by DNE and, if applicable, its licensors.

Downloading the Product is only permitted from an authorized source.

## **3. Ownership**

This license does not confer any title or ownership right on you in the Product and should not be construed as a sale or transfer of intellectual property rights in the Product.

Any right, title and interest in and to the Product and all copyrights, trademarks and intellectual property associated and/or related thereto, as well as all copies (including, without limitation, patches, updates, copies, derivative works, titles and computer code), themes, objects, characters, character names, stories, dialogues, key phrases, locations, concepts, illustrations, images, animations, sounds, musical compositions, audiovisual effects, texts, operating methods, moral rights and any related documentation belong to DNE or its licensors.

The Product is protected by national and international laws, treaties and conventions on copyright and intellectual or industrial property rights of any kind. This Product may contain certain licensed items that have been licensed by third parties to DNE. In this case, licensors may protect their rights in the event of a breach of this EULA. Any reproduction or representation of this licensed material, in any manner and for any reason

whatsoever, is prohibited without the prior authorization of DNE and, if applicable, its licensors.

You only own the physical medium on which the Product is recorded. DNE and/or its licensors shall at all times retain ownership of the Product as recorded on the medium and all subsequent copies regardless of form.

#### **4. Restrictions**

You are not permitted to:

- i) Sell, rent out, lease, license, distribute, market, exploit the Product or any of its parts commercially ;
- ii) Install or use the Product on a network server, multi-user arrangement or remote access arrangement for the purposes of distribution to one (1) or more other computer(s) on that network or to effect such distribution or otherwise make a copy of the Product available in any manner or via any media where it could be used by multiple users;
- iii) Without a separate license from DNE, use the Product or permit the use of the Product, on more than one personal CPU, game console, handheld device, "smart phone" or PDA at the same time, and more generally, use this Product in some other way that is not explicitly permitted by this EULA;
- iv) Reverse engineer, derive source code, modify, decompile, disassemble, or create derivative works based on the whole or any part of the Product;
- v) Remove, modify, deface or circumvent any proprietary notices or labels contained on or within the Product;
- vi) Use the Product or create, use, share and/or publish by any means whatsoever in connection with the Product any material intended to infringe or violate the rights of a third party (including, but not limited to, any intellectual property, advertising or privacy rights) or to violate a duty of confidentiality ;
- vii) Remove, disable or circumvent any security protections or any technical measures that control access to the Product and/or are designed to prevent or inhibit the infringement of any copyright or other intellectual property right in the Product;
- viii) Export or re-export the Product or any copy or adaptation in violation of any applicable laws or regulations;  
or
- ix) Behave in a manner prejudicial to the enjoyment of the Product by other users (harassing or threatening other users, using abusive or offensive language, sabotaging a game, transmitting or spreading a virus, Trojan horse, worm, bomb, corrupted file or data, spamming, social engineering, scamming, cheating, etc.).

Furthermore, you agree that you shall abide by any of the safety information, maintenance instructions or other relevant notices contained in the manual that is included with the Product.

#### **5. Technical protection measures**

The Product may be protected by technical protection measures.

You accept and acknowledge that:

- The number of installations or activation of the Product may be limited;
- Some files and/or data may be downloaded to your device and specific pieces of information may be collected

for the purpose of authenticating the Product;

- An Internet connection may be required;
- Some downloaded files or data may remain active after uninstalling the Product.

If you disable or otherwise modify the technical protection measures, the Product may not function properly.

Deactivation or modification of technological protection measures constitutes a material breach of this EULA.

## **6. Third party content**

Content from any users, advertisers, and other third parties may be made available to you through the Product. Because we do not control third party content, you agree that unless due to intentional fault or gross negligence of DNE, we are not responsible for any third party content, make no guarantees about the accuracy or quality of the information in third party content; and assume no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful third party content. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by DNE, except where expressly stated by DNE.

## **7. Warning about the risk of epilepsy and the precautions to be taken when using a video game**

Some people are likely to have seizures or loss of consciousness when they see certain types of flashing lights or frequent elements in our daily environment. These people are exposed to seizures when they watch certain television pictures or play certain video games. These phenomena may occur even though the subject has no medical history or has never had an epileptic seizure. If you have ever had symptoms related to epilepsy (seizure or loss of consciousness) with light stimulation, please consult your physician before use. In any case, please observe the following rules when using a video game:

- Avoid playing if you are tired or sleep-deprived;
- Make sure you are playing in a well-lit room;
- During use, take breaks of ten (10) to fifteen (15) minutes every hour.

## **8. Limited warranty for product purchased as a physical medium**

If you purchased Product as a physical medium (CD, cartridge or DVD-ROM), this Section 8 is applicable to you:

DNE warrants that the physical medium containing the Product shall be free from defects in material and workmanship for a period of ninety (90) days from the date of your purchase of such medium. In the event that the medium containing the Product proves to be defective during that time period, DNE will, at DNE's option, free of charge, (a) correct any defect, (b) replace the Product, (c) substitute a similar Product of equal or greater value (in the event the Product is no longer being manufactured by DNE or available in DNE's inventory), or (d) refund your money when you present DNE with written proof of purchase of the defective medium. THIS IS YOUR SOLE AND EXCLUSIVE REMEDY FOR THE EXPRESS WARRANTY SET FORTH IN THIS SECTION. When returning the Product for warranty replacement please send the original Product disc, cartridge or DVD, as

applicable, only in protective packaging and include: (1) a photocopy of your dated sales receipt; (2) your name and return address typed or clearly printed; (3) a brief note describing the defect, the problem(s) you are encountering and the hardware and system on which you are running the Program.

The limited warranty in paragraph above is void and shall not apply to medium which has been subject to misuse, accident, damage or excessive wear. Any replacement of the Product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

## **9. Warranty disclaimer / Limitation of liability**

YOU EXPRESSLY ACKNOWLEDGE THAT USE OF THE PRODUCT IS AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE PRODUCT IS SUPPLIED ON AN "AS IS" AND "AS AVAILABLE" BASIS. DNE, DNE'S LICENSORS, CHANNEL PARTNERS AND ASSOCIATED SERVICE PROVIDERS DO NOT MAKE AND HEREBY DISCLAIM ANY GUARANTEES, CONDITIONS, WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY OR OTHER TERMS INCLUDING AS TO: (A) ITS CONFORMITY, ACCURACY, CURRENTNESS, COMPLETENESS, RELIABILITY OR SECURITY (B) ITS SUITABILITY FOR A PARTICULAR USE; (C) IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT; (D) ITS MARKET VALUE; OR (E) YOUR SATISFACTION. DNE DOES NOT WARRANT THAT THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE PRODUCT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME ALL RESPONSIBILITY FOR SELECTING THE PRODUCT TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE PRODUCT.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT WILL DNE, DNE'S LICENSORS, CHANNEL PARTNERS AND ASSOCIATED SERVICE PROVIDERS BE LIABLE FOR LOSS OR DAMAGE SUFFERED IN CONNECTION WITH THE USE OF THE PRODUCT OR ANY RELATED THIRD PARTY SERVICE. THIS INCLUDES WITHOUT LIMITATION (A) ALL LOSSES OF ANY KIND, WHETHER IN TORT (INCLUDING FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY), CONTRACT, MISREPRESENTATION (WHETHER INNOCENT OR NEGLIGENT) OR OTHERWISE, (B) DIRECT LOSS; (C) ACCIDENTAL LOSS, (D) INCIDENTAL LOSS, (E) CONSEQUENTIAL LOSS, AND (F) INDIRECT LOSS, EVEN IF DNE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING THE AFOREMENTIONED LIMITATIONS OF LIABILITY, YOUR SOLE REMEDY IN THE EVENT OF A DISPUTE WITH DNE OR ITS LICENSORS, CHANNEL PARTNERS AND ASSOCIATED SERVICE PROVIDERS IS TO CEASE TO USE THE PRODUCT; AND IF APPLICABLE, SEEK DAMAGES FOR YOUR LOSSES. THE MAXIMUM AGGREGATE LIABILITY OF DNE AND ITS LICENSORS, CHANNEL PARTNERS AND ASSOCIATED SERVICE PROVIDERS WITH RESPECT TO THIS EULA OR THE USE OR ATTEMPTED USE OF THIS PRODUCT SHALL BE LIMITED TO THE PURCHASE PRICE YOU ACTUALLY PAID FOR THIS PRODUCT.

NOTHING IN THIS SECTION 9 SHALL AFFECT DNE'S LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM DNE'S NEGLIGENCE, FOR FRAUD OR FRAUDULENT MISREPRESENTATION, NOR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

FOR PURPOSES OF THIS SECTION 9, DNE'S LICENSORS, CHANNEL PARTNERS AND ASSOCIATED SERVICE PROVIDERS ARE THIRD PARTY BENEFICIARIES TO THE LIMITATIONS OF LIABILITY SPECIFIED HEREIN AND THEY MAY ENFORCE THIS EULA AGAINST YOU.

SOME COUNTRIES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR LIMITATION OF LIABILITY DESCRIBED ABOVE, SO THE ABOVE CONDITIONS MAY NOT APPLY TO YOU. IN THESE JURISDICTIONS, THE FOREGOING EXCLUSIONS AND LIMITATIONS APPLY ONLY TO THE EXTENT PERMITTED BY THE LAWS OF SUCH JURISDICTIONS.

IN ADDITION, YOU MAY HAVE ADDITIONAL LEGAL RIGHTS WITHIN YOUR JURISDICTION AND NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHTS YOU MAY HAVE AS A CONSUMER OF THE PRODUCT.

## **10. Indemnity**

You are solely responsible for any damage caused to DNE, its licensors, channel partners and associated service providers and subcontractors, other users of the Product or any other individual or legal entity as a result of your violation of this EULA.

YOU HEREBY AGREE TO DEFEND, INDEMNIFY AND KEEP INDEMNIFIED DNE AND ITS AFFILIATES, THEIR LICENSORS, CHANNEL PARTNERS AND ASSOCIATED SERVICE PROVIDERS AND THEIR SUBCONTRACTORS AGAINST ANY CLAIM OR ALLEGED CLAIMS, LIABILITIES, LOSSES DAMAGES AND ALL COSTS (INCLUDING LAWYERS' FEES), DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO YOUR FAULT AND/OR RESULTING FROM (A) A VIOLATION OF ANY PROVISION OF THIS EULA OR (B) YOUR USE OR MISUSE OF THE PRODUCT. DNE reserves the right to take sole responsibility, at its own expense, for conducting the defense of any claim for which you agreed to indemnify DNE. The provisions of this Section 10 shall remain in force after termination of this EULA.

## **11. Term and termination**

The present EULA shall remain in force until termination. You can bring an end to this EULA, at any time, by deleting or uninstalling the Product from your medium by destroying the Product in your possession.

The EULA shall be automatically terminated by DNE if you default in respect of any of the terms and conditions herein, including but not limited to:

- Exclusion for infringement of intellectual property: You acknowledge that you have been informed that failure to comply with an intellectual property right of DNE or its licensors may result in the immediate termination of the EULA. In particular, the sale or provision of content from the Product to third parties, via social forums or via any or all means will result in the immediate termination of this EULA, without prejudice to DNE's right to sue the infringing user.

- Exclusion for non-compliance with gameplay: You acknowledge that you have been informed that any attempt to circumvent the gameplay of the Product in order to distort the normal rules of progress provided for by the game may result in the immediate termination of the EULA. Any information communicated by you to third parties on the possible implementation of means likely to circumvent the gameplay may lead to legal action against you.

In this instance, you should immediately destroy or delete the Product and any copies, in whole or in part, in your possession or under your control and stored on any medium whatsoever, and upon request by DNE, certify that you have performed this destruction.

All provisions of this EULA relating to warranties, limitations of liability, remedies and damages shall survive termination, to the extent provided by mandatory provisions of applicable law.

## **12. Changes to this EULA or to the Product**

DNE reserves the right, in its sole and absolute discretion, to revise, update, change, modify, add to, supplement, or delete certain terms of this EULA for security, legal, best practice or regulatory reasons and will publish such modifications on the DNE website as appropriate and/or communicate them to you by any means. In the event that such subsequent changes to this EULA are unacceptable to you or prevent you from continuing to comply with this EULA, you may terminate this EULA in accordance with the termination provisions of Article 11. By installing and/or continuing to use any updates or modifications to the Product or by continuing to use the Product after notice of any change to this EULA, you agree to all such changes to the terms of this EULA.

DNE may modify the Product for any reason or without any specific reason, at any time and at its entire discretion, in particular for technical reasons such as updates, maintenance operations and/or resets to improve and/or optimize the Product. You agree that the Product may install or download the modifications automatically. You agree that DNE may stop to support previous versions of the Product upon availability of an updated version. DNE's channel partners and associated service providers shall have no obligation to furnish any maintenance or customer support with respect to the Product.

## **13. Collection of personal data and information**

When using the Product, DNE (or its service providers) may collect, store and process, among other things, the following information for user statistics purposes: data on your hardware and software configuration (when installing the Product and when changing your computer's hardware), device IDs, in-game data, including, but not limited to, your score, game statistics, performance, rankings, game time, and other usage statistics or similar information.

We may also collect, store and use anonymous data about you.

The processing of personal data is based on a legitimate interest of DNE in order to provide the best gaming experience. In addition, the processing of your personal data is necessary for the performance of this EULA.

Specific pieces of information, such as the IP address and user ID, may be collected by DNE or its service providers for the purpose of authenticating software products, preventing fraud and piracy, or to help us identify and correct errors and bugs in our games.

Further details regarding the collection, processing and transfer of this data are described in DNE's Privacy Policy, available on DNE's [Website](#).

In accordance with the General Data Protection Regulation (GDPR), you have the right to:

- Access your data;
- Correct, update or complete your data when it is inaccurate, misleading, incomplete or out of date;
- Erase your data ("right to be forgotten"),
- Oppose or limit the processing of your personal data;
- Request data portability.

To exercise these rights, please send your request:

- By e-mail to the following address: [privacy@dont-nod.com](mailto:privacy@dont-nod.com) ; or
- By mail: DON'T NOD ENTERTAINMENT S.A., Métropole 19 – 134 Rue d'Aubervilliers - 75019 Paris, France

Please attach a copy of your identity card or equivalent. We ensure that your ID and/or any equivalent document will be kept confidential and safe during the process for handling your rights, and shall be destroyed thereafter.

DNE will respond to your request within one (1) month of receiving your request. In accordance with the GDPR, this period may be extended by two (2) further months where necessary, taking into account the complexity and number of the requests received by DNE. In this case, we will inform you of the extension and the reason for it within one (1) month of receiving your request.

## **14. Miscellaneous**

### **14.1 *Injunction***

Because DNE would be irreparably damaged if the terms of this EULA were not specifically enforced, you agree that we shall be entitled, without bond or other security or proof of damages, to take action as may be required, including without limitation, the right to seek an injunction and other equitable remedies, in addition to any other remedies available to us under applicable law.

### **14.2 *Force majeure***

DNE shall under no circumstances be held liable for any case of force majeure or fortuitous incident, as defined by Article 1218 of the Civil Code and case law as handed down by French Courts, making it impossible for DNE to perform its obligations by virtue of the present EULA.

### 14.3 **Export controls**

You are not authorized to export, download or re-export the Product to any country (national or resident) subject to an embargo in force.

### 14.4 **Severance**

If any court of competent jurisdiction or competent authority finds that any provision of this EULA is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this EULA shall not be affected. If any invalid, unenforceable or illegal provision of this EULA would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable to reflect DNE's initial intentions.

### 14.5 **No waiver**

No failure or delay by DNE (or its licensors) to exercise any right or remedy provided under this EULA or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. Waiver of a right or remedy may be considered to have taken place only after signing of a written statement to this effect by DNE or by the user.

## 15. **Applicable law**

In the event of a claim or action relating to or resulting from this EULA, and after an attempt to seek an amicable solution, the following rules shall apply, notwithstanding multiple defendants or warranty claims, even for emergency or protective proceedings, in summary proceedings or by motion:

If you reside in France, this EULA is governed by French law and express jurisdiction is vested in the French courts. In the event of a dispute with us, you have the possibility to refer the matter to a consumer ombudsman before referring it to the competent court.

If you reside in the United States, this EULA is governed by the laws of the State of California, without applying its conflict of laws rules and express jurisdiction is vested in the California courts.

If you reside in a country other than France or the United States, this EULA is governed by French law and the French courts have exclusive jurisdiction, unless the laws of your country of residence provide otherwise.

## 16. **Waiver of class action**

This Section 16 shall apply only to the extent permitted by the laws in force.

You agree not to initiate or participate in any legal or class action, general action with a private lawyer or class

arbitration in connection with the Product or this EULA. You also agree not to seek to associate any action or arbitration in connection with the Product or this Agreement with any other action or arbitration without the consent of all parties to this EULA and any other actions or arbitrations.

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For any questions concerning this EULA, you may contact DNE at the following address: [info@dont-nod.com](mailto:info@dont-nod.com)

THIS EULA IS APPLICABLE ONLY TO THE EXTENT AUTHORISED BY LAW.