



Total War: Warhammer III

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JSON (JavaScript Object Notation), version 0.6.0-rc2

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Exceptions to Agreement to Arbitrate: We agree that we each will still have the right to go to court to resolve the following claims: Claims about SEGA's intellectual property (for example, trademarks, trade dress, domain names, trade secrets, copyrights or patents). Claims related to piracy or tortious interference. Claims that are not subject to an arbitration agreement as a matter of law and are not preempted by federal law that would allow for an agreement to arbitrate. Claims in small claims court.

Any dispute not subject to arbitration under these exceptions shall be resolved by a court of competent jurisdiction subject to the venue requirements described in Section 20.

30 Day Right to Opt Out: You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth in Section 19 by sending written notice of your decision to opt-out to the following address: SEGA, 6400 Oak Canyon, Suite 100; Irvine, CA 92618; Attn. Legal & Business Affairs Department. The notice must include the following information: Your full name. Your address. The name of Product you purchased and the date you purchased it or, if no purchase was made, the date that you first accessed or used the Product. All usernames or identifiers you use to access or use the Product, if any. Your signature.

The notice must be sent within 30 days of purchasing the Product (or if no purchase was made, then within 30 days of the date on which you first access or use the Product and agree to these terms); otherwise you shall be bound to arbitrate disputes in accordance with this section. If you opt-out of these arbitration provisions, SEGA also will not be bound by them.

20. MISCELLANEOUS This Agreement represents the complete agreement between you and SEGA concerning the Product and supersedes all prior agreements and representations, warranties or understandings between you and SEGA (whether negligently or innocently made but excluding those made fraudulently), regarding the same subject matter.

If any part of the Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty, disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect. Any failure by us to enforce or exercise any provision of the Agreement or related rights shall not constitute a waiver of that right or provision. SEGA may assign this Agreement, in whole or in part, at any time. Notwithstanding, you may not assign, transfer or sublicense any or all of your rights or obligations under the Agreement without SEGA's express prior written consent. SEGA's performance of the Agreement is subject to existing laws and legal process, and nothing contained in the Agreement is in derogation of SEGA's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Product or information provided to or gathered by SEGA with respect to such use. In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of the Product arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labour disturbance, war, terrorism, fire, denial of service attack, internet outages, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above. Nothing in this Agreement gives or claims to give to any third party any benefit or right to enforce any term of this Agreement, and the provisions of the Contracts (Rights of Third Parties) Act 1999 (as amended or modified from time to time) are expressly excluded. The parties agree that all correspondence relating to this Agreement shall be written in the English language. This Agreement and any dispute arising out of or relates to it shall be construed under laws of England and Wales, and you consent to the exclusive jurisdiction of the English Courts. If you reside in or purchased and use the Product in the United States or Canada any dispute arising out of or related to this Agreement shall be governed in all respects by the laws of the State of California of the United States of America without regard to conflict of law provisions. If you are a resident of the United States or Canada, the United States Federal Arbitration Act governs the interpretation and enforcement of the agreement to arbitrate and class action waiver provisions of Section 19.

You may contact SEGA at the following address: SEGA Europe Limited Customer Service Department 27 Great West Road Brentford Middlesex TW8 9BW Email: customersupportuk@sega.co.uk UNLESS OTHERWISE NOTED, THE EXAMPLE COMPANIES, ORGANISATIONS, PRODUCTS, PEOPLE AND EVENTS DEPICTED IN THE PRODUCT ARE FICTITIOUS AND NO ASSOCIATION WITH ANY REAL COMPANY, ORGANISATION, PRODUCT, PERSON OR EVENT IS INTENDED OR SHOULD BE INFERRED. BY CONTINUING TO USE THE PRODUCT, YOU HEREBY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE FOREGOING AGREEMENT AND AGREE THAT YOUR USE OF THE PRODUCT IS AN

ACKNOWLEDGMENT OF YOUR AGREEMENT TO BE BOUND BY THE AGREEMENT.

SCHEDULE 1 OPEN DEV AND CLOSED BETA END USER LICENCE AGREEMENT

In addition to the SEGA EULA terms set out above this section applies to Open Dev and Closed BETA versions of the game, for the purpose of evaluating the video game. For the avoidance of doubt, the terms of the SEGA EULA shall apply IN ADDITION to the Open Dev and Closed Beta EULA terms set out below.

BEFORE DOWNLOADING OR INSTALLING THIS SOFTWARE PLEASE CAREFULLY READ THE SEGA EULA IN CONJUNCTION WITH THE FOLLOWING OPEN DEV AND CLOSED BETA EULA ("COMBINED EULA"). BY DOWNLOADING OR INSTALLING THIS SOFTWARE YOU ACKNOWLEDGE, ACCPET AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS COMBINED EULA, INCLUDING, WITHOUT LIMITATION, THE TERMS AND CONDITIONS GOVERNING THE DISCLOSURE OF CERTAIN PROPRIETARY AND CONFIDENTIAL INFORMATION ("CONFIDENTIAL INFORMATION") BY SEGA CORPORATION OF 1-1-1 NISHI-SHINAGAWA, SHINAGAWA-KU, TOKYO, 141-0033, JAPAN AND ITS AFFILIATED COMPANIES (COLLECTIVELY, "SEGA" OR "WE"). IF YOU DO NOT AGREE TO THE COMBINED EULA, DO NOT INSTALL OR DOWNLOAD THE SOFTWARE OR PROMPTLY DELETE THE SOFTWARE PROGRAM.

You have been invited to participate in a closed beta testing environment for the sole purpose of evaluating certain video games (the "Game") and identifying bugs (the "Closed BETA"). Nothing in this Combined EULA, shall be interpreted as granting you any rights or privileges of any kind with respect to the Closed BETA. The Game is provided on an "as is" and "as available" basis and SEGA makes no warranty to you of any kind, express or implied.

This pre-release version of the Game and any software programs or files that are provided to you (via on-line transmission or otherwise) including to 'patch,' or 'update' (collectively, "Software"), as well as any on-line or electronic documentation (the "Documentation"), and any and all copies and derivative works of such Software are the copyrighted work of SEGA. All use of the Game and Software is governed by the terms of this Combined EULA. The Game is distributed solely for use by authorised individuals who have received prior authorisation for purposes of testing the Game in accordance with the terms of this Combined EULA ("Testers" or "You"). Any use, reproduction or redistribution of the Game not expressly authorised by the terms of this Combined EULA is expressly prohibited.

Only Testers are permitted to participate in the Closed BETA, and anyone without such authorisation is not eligible to enter into this Combined EULA. In consideration of SEGA's authorisation for You to participate in the Closed BETA, You agree to be bound by the following terms and conditions:

Agreement and Conditions of Use.

You must accept this Combined EULA in order to access and play the Game.

This Game may not be appropriate for children under a certain age. Where possible, SEGA shall provide an indication of the appropriate age based on the content contained within the Game using a games rating. The games rating is a guideline only and SEGA shall not be liable in the event that you deem such material to be

inappropriate for the age rating in all the circumstances.

Grant of a Limited Use License. SEGA hereby grants, and by installing the Game and Software You thereby accept, a limited, non-transferable, non-exclusive license and right to install and use one (1) copy of the Game and Software for Your personal use on Your computing device or hardware which You own or which is under Your personal control.

Operation of Closed BETA

When playing the Software, You may accumulate points, equipment, or other value or status indicators. This data may be reset at any time during the testing process, and it may be reset when the particular Software build, patch or update completes the testing phase;

By opting in to the Closed BETA, You agree that: (i) participation in the Closed BETA is at Your own risk and that You know that the Software, and/or Closed BETA materials may include known or unknown bugs, (ii) any value or status indicators that You achieve through game play may be erased at any time, (iii) SEGA has no obligation to make the Software available for play without charge for any period of time, nor to make them available at all, and (iv) this Combined EULA will apply to Your use of the Software during the beta testing phase;

As part of the Closed BETA, You may become privy to certain Confidential Information regarding the Software. This Confidential Information shall be held in strict confidence and shall not be disseminated or disclosed to any third party without the express written consent of SEGA. You may also be required to sign a non-disclosure agreement which shall be incorporated into the terms of this Combined EULA. Disclosure of this Confidential Information without the express written consent of SEGA shall result in immediate termination of this Combined EULA ending Your participation in the Closed BETA and shall also be a breach of the non-disclosure agreement. SEGA shall be entitled to pursue all remedies available under Section 14 of the SEGA EULA set out above in this event;

The Software may contain functions for collecting and tracking information related to Testers' use of the Software. You acknowledge that SEGA does and may collect data derived from Your playing of the Game and Software and SEGA reserves the right to compile, save, use and analyse such information. The collection and storage of the above data and game play is solely for the purposes of facilitating the existing functionality of the Game, assisting SEGA in assessing improvements to it and other games based on general playing patterns and for digital management purposes;

Tester accounts (including but not limited to any key codes provided to allow access to the Game) are non-transferable under any circumstances; and

As part of the Closed BETA, You may be asked to provide suggestions, comments, requests for noticeable bugs and other feedback with respect to the Software ("Feedback"). You hereby grant SEGA the worldwide, exclusive, transferable, perpetual, irrevocable, royalty-free, fully paid-up right to: (i) make, have made, use, copy, modify, and create derivative works of the Feedback as part of any SEGA product, technology, service, specification or documentation; (ii) publicly perform or display, import, broadcast, transmit, distribute, license, offer to sell and sell, rent, lease or lend copies of the Feedback identifying You or Your User name as the contributor of the

Feedback (and derivative works thereof and improvements thereon); and (iii) sublicense to third parties the foregoing rights, including the right to sublicense to further third parties.

Responsibilities of Tester.

Subject to the Grant of License herein, You may not, in whole or in part, copy, reproduce, translate, reverse engineer, derive source code, modify, disassemble, decompile, or create derivative works based on the Software, or remove any proprietary notices on or in the Software. Failure to comply with the restrictions and limitations contained in this Section 4 shall result in the immediate, automatic termination of the license granted hereunder and may subject You to civil and/or criminal penalties.

You agree that You shall not, under any circumstances:

- (i) sell, grant a security interest in or transfer reproductions of the Software to other parties in any way not expressly authorised herein, nor shall You rent, lease or license the Software;
- (ii) transfer, sell or disclose to any person or entity other than SEGA any CD-key, serial number, activation code, or other unique identifier or means of authentication provided to You by SEGA;
- (iii) exploit the Game, or any of its parts, including but not limited to the Software, for any commercial purpose including, but not limited to, use at a cyber café, computer gaming center or any other location-based site;
- (iv) host, provide or develop matchmaking services for the Game or intercept, emulate or redirect the communication protocols used by SEGA in any way, including without limitation through protocol emulation, tunneling, packet sniffing, modifying or adding components to the Game, use of a utility program or any other techniques now known or hereafter developed, for any purpose including, but not limited to unauthorised network play over the Internet, network play utilising commercial or non-commercial gaming networks or as part of content aggregation networks; or
- (v) create or maintain, under any circumstance, any unauthorised connections to the Game or the Software. All connections to the Game, whether created by the Software or by other tools and utilities, may only be made through methods and means expressly approved by SEGA and/or its third party licensors with respect to the Game (if any). Under no circumstances may You connect, or create tools that allow You or others to connect, to the Game's interface or interfaces other than those expressly provided for public use.

You agree that any unauthorised use or disclosure of the Confidential Information shall cause SEGA irreparable harm for which its remedies at law would be inadequate. Accordingly, You agree that SEGA, in addition to any other available remedies, shall have the right to an immediate injunction and other equitable relief enjoining any breach or threatened breach of this Agreement, You shall notify SEGA in writing immediately if You have reason to believe that any person who has had access to the Confidential Information has violated or intends to violate the terms of this Agreement or otherwise disclose any of the Confidential Information in violation of the terms hereof. Any and all remedies herein expressly conferred upon SEGA will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity, and the exercise by SEGA of any one remedy will not preclude the exercise of any other remedy.

Term of the Open Dev and/or Closed BETA.

The Game is an 'on-line' game that allows You to play the Game over the internet. SEGA may, at any time and in its sole discretion, terminate this Combined EULA and/or discontinue the operation or provision of the Game, or any online features or components, with or without notice. In any case, this Combined EULA will terminate immediately upon the end of the Open Dev. For the avoidance of doubt, all of the terms contained in the SEGA EULA shall continue to apply.

Termination.

This Combined EULA is effective until terminated, for the avoidance of doubt, all of the terms contained in the SEGA EULA shall continue to apply. You may terminate this Combined EULA at any time by: (i) removing the Software from Your hard drive; and (ii) notifying SEGA of Your intention to terminate this Combined EULA. SEGA may terminate this Combined EULA at its sole discretion for any reason or no reason. In such event, You must immediately destroy the Game and remove the Software from Your hard drive. Upon termination of this Combined EULA for any reason, all licenses granted herein shall immediately terminate.

Patches and Updates.

SEGA may deploy or provide patches, updates and modifications to the Software that must be installed for the user to continue to play the Game. SEGA may update the Software remotely, including without limitation the Software residing on the user's machine, without the knowledge or consent of the user, and You hereby grant to SEGA Your consent to deploy and apply such patches, updates and modifications to the Game.

Open Source Software.

The Game Software includes AND/OR USES open source software ("OSS") and Third Party Software ("TPS"). You agree to be bound by those licence terms in respect of the OSS and TPS contained in the Software.

SCHEDULE 2 MODDING TERMS Where possible, SEGA encourages its users to express their creativity and enhance the experience of certain games through the creation of modifications (including but not limited to new items, weapons, characters, models, textures, levels, story lines, music and game modes) for use with the Product ("Mod" or "Mods"). In order to protect SEGA, the Product, any third-party licensors that have licensed intellectual property to SEGA for use in the Product, and users that create Mods, the following terms apply ("Modding Terms"). Please review these rules carefully before you create, share, distribute, use or otherwise exploit any Mods.

Please note that SEGA prohibits the creation of Mods for certain games. This may be due to third party licensing issues which prevent SEGA from allowing its users to create Mods. In such instances, you shall not be entitled to create Mods for that Product and the Modding Terms shall not apply. You can find out which Products allow for the creation of Mods by visiting the applicable Modding Page (as defined below). If you are unsure as to whether the creation of Mods is prohibited for your Product, please contact SEGA's Customer Service Department (customersupportuk@sega.co.uk). Please note that laws in your respective jurisdiction may require that you are of a certain age in order to enter into legally binding arrangements such as the Modding Terms. In the event that you are under the required age, you may not create any Mods, unless your parent or legal guardian has reviewed and agreed to these terms. The licence we provide to you to create and use Mods with the Product may be revoked if you breach the Modding Terms.

1. **OWNERSHIP** You acknowledge that you shall have no ownership or other proprietary interest in the Product and/or any Mods which you create, except as expressly stated herein. Any Mods that you create shall belong to you only insofar as the Mod contains your original creative work. You acknowledge and agree that all right, title and interest in any elements of the Mod which represent, comprise, derive or are based upon any intellectual property rights which subsist in the Product (including but not limited to any computer code, themes, objects, characters, character names, stories, dialogs, catch phrases, locations, concepts, artwork, images, animation, sounds, musical compositions, audio-visual effects or text), including without limitation copyrights, trademarks and other intellectual properties therein and/or related thereto, whether or not registered or registrable, are owned by, or for the benefit of SEGA and its licensors.

You shall not be entitled to any compensation for the creation of Mods except as part of a separate express agreement between you and SEGA. You also agree that SEGA may use the Mod in any manner it deems appropriate.

2. **LICENCE** Subject to your compliance with the terms and conditions of the SEGA EULA and the Modding Terms, SEGA hereby grants you a non-exclusive, non-transferable, limited, fully revocable right and licence to install, access and use the in-game modding tools, any graphical assets and/or other related tools provided by SEGA ("Modding Tools") solely and exclusively to create Mods for use with the Product and to publish those Mods on the applicable SEGA approved third party Modding webpage for the Product ("Modding Libraries"). Please note that certain Modding Libraries may be owned and operated by third parties such as Valve (<https://store.steampowered.com/>), EPIC (<https://www.epicgames.com/store/en-US/>) and mod.io (<https://mod.io/>) (collectively, the "Third Party Platforms") and may be subject to additional terms and conditions published by those Third Party Platforms. You acknowledge and agree that your use of the Modding Tools is at your own discretion and risk and that you will be solely responsible for any obligations, damages or losses which arise from your registration, access and use of the Modding Tools.

You agree to use the Modding Tools to create Mods in a manner that is consistent with this Agreement, and with any additional terms and conditions published by the Third Party Platforms, including an agreement that you shall not sell, rent, lease, licence, distribute or otherwise transfer or exploit the Modding Tools and/or Mods or any copies thereof, for commercial gain or otherwise, except as permitted by this Agreement and/or the Third Party Platforms. A breach of the provisions of this licence shall constitute a material breach which has the effect of terminating the SEGA EULA (including the Modding Terms) and which may subject you to civil and criminal liability.

In consideration of the above grant of rights, you hereby grant SEGA, its affiliates, its licensors and any Third Party Platforms all the necessary consents, clearances and an irrevocable, sub-licensable, worldwide, royalty-free, perpetual licence and right to use, reproduce, modify, adapt, display, distribute or otherwise exploit any Mod which is uploaded to the Modding Libraries in any way SEGA and/or any Third Party Platforms see fit for use with the Product. You waive and agree never to assert against SEGA or its affiliates, licensors, or the Third Party Platforms any moral rights or similar rights, however designated, that you may have in or to any Mods.

3. **CONTENT RESTRICTIONS** Any element which you include in your Mod (except for the Modding Tools)

must be your own original work created by you or you must have obtained the necessary permissions to use such materials. You are responsible for the content of any Mods which you create and publish on the Modding Libraries and shall warrant and represent to SEGA and any Third Party Platform that your Mods do not contain: any materials which are discriminatory, racist, obscene, libelous, offensive, illegal, defamatory, inappropriate, invasive, or likely to adversely affect the reputation or goodwill of SEGA and/or its licensors;

any resemblance to any recognisable third party brand, character or personality, including but not limited to any trademark, logos or third party assets except for those assets provided to you by SEGA within the Modding Tools as necessary for the creation of the Mod for use with the Product;

any assets from other games published by SEGA and its affiliates or any other third party without permission, where such use constitutes an infringement of third party intellectual property rights;

any materials which do not comply with any additional instructions provided to you by SEGA and/or the Third Party Platforms as published on the Modding Libraries or within the Modding Tools, which may be updated by SEGA and/or the Third Party Platforms from time to time;

any malicious code, including viruses, spyware, Trojan horses, worms, time bombs, cancelbots, corrupted data, or other content that contains malicious code or in any way damages or interfere with the operation of the Product. SEGA does not pre-vet or monitor any Mods which are uploaded to the Modding Libraries and does not monitor, endorse or approve any Mods. You are solely responsible for your Mod and may be held liable for any Mod which you create and upload to the Modding Libraries. SEGA and the Third Party Platforms reserve the right, in their sole and final discretion, to remove, disable, block, edit or move any Mods from the Modding Libraries for any reason in its sole discretion including if SEGA determines the Mods violates this Agreement. To the maximum extent permitted by applicable law, SEGA does not assume any responsibility or liability for the Mods or for removal of Mods, or any failure or delay in removing such Mods.

4. INDEMNIFICATION You agree to indemnify, defend and hold SEGA and its parent companies, affiliates, licensors, licensees, contractors, officers, directors, employees, agents and the Third Party Platforms harmless from any damages, losses, cost and expenses (including attorneys' fees) arising directly or indirectly from any acts and omissions associated with the use of any Mod which you create and publish, including but not limited to any allegation that the Mod violates the copyright, trademark, trade secret, privacy or other intellectual property or other rights of any third party, or any other violation of these terms.

5. OUR LIABILITY WE PROVIDE THE PRODUCT, THE MODDING TOOLS AND ANY MODS ON AN "AS IS" BASIS AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. YOU ACKNOWLEDGE AND AGREE THAT YOUR EXCLUSIVE REMEDY FOR ANY DISPUTE WITH SEGA IS TO STOP USING THE PRODUCT (INCLUDING BUT NOT LIMITED TO THE MODDING TOOLS AND/OR ANY MODS). IN NO EVENT SHALL SEGA AND ITS LICENSORS, OR ANY THIRD PARTY PLATFORMS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT

(INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE PRODUCT, THE MODDING TOOLS AND ANY MODS. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES AND/OR PERSONAL INJURY, DEATH, FRAUD AND/OR CERTAIN IMPLIED WARRANTIES, IN SUCH STATES OR JURISDICTIONS, THE LIABILITY OF SEGA AND ITS LICENSORS SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. 6. TERMINATION SEGA and the Third Party Platforms reserve the right to suspend access to, or terminate the licence for, any Mods, Modding Tools and the Modding Libraries at any time for any reason. If you commit any breach of clauses 2 and 3 of the Modding Terms, your licence to use the Product, the Modding Tools and/or any Mods shall automatically terminate, without notice. Your grant of the licence to SEGA to use any Mods which you create and publish to the Modding Libraries shall survive termination.

Because SEGA would be irreparably damaged if the terms of this Agreement were not specifically enforced, you agree that SEGA shall be entitled to take such action as may be required, including seeking an injunction and other equitable remedies, in addition to any other remedies available to it under the applicable law. 7.

MISCELLANEOUS

This Agreement represents the complete agreement between you and SEGA concerning Mods and the Modding Tools and supersedes all prior agreements and representations, warranties or understandings between you and SEGA (whether negligently or innocently made but excluding those made fraudulently), regarding the same subject matter. SEGA reserves the right to amend or modify these terms at any time, in any manner, without any liability to SEGA and at SEGA's sole discretion. Any amendment or modification to these terms shall be made available at <http://www.sega.co.uk/EULA>.