

ZYBRE Games Terms of Use and End-User License Agreement

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EULA TERMS

1. IDENTIFICATION

ZYBRE Games is a trading style of ZYBRE Limited, 20-22 Wenlock Road, London, N1 7GU registration number 13380642. Sorastream is a trademark and wholly owned copyright of Ludium with registered officer at C/Roger de Flor 73,1-2, 08913, Barcelona, Spain, and registered in the Mercantile Registry of Barcelona and NIF B65785099; the ZYBRE Games service is provided by ZYBRE Limited in collaboration with Ludium/Sorastream all rights reserved. Contact email: legal@ludiumlab.com Contact address: Ludium Lab, SL C/Reina Cristina, 9, Principal, 08003, Barcelona, Spain

2. LEGAL INFORMATION AND ACCEPTANCE OF THE ZYBRE GAMES TERMS OF USE

These End-User License Agreement (EULA), hereinafter “**Terms of Use**”, regulate the use of the ZYBRE Games platform that Ludium makes available to users so they can fully enjoy the latest streaming games included on the ZYBRE Games platform.

The access and/or use of the ZYBRE Games services implies full and unconditional acceptance of the Terms of Use published by Ludium at the time of access and/or use of the platform. The User will be liable for damages of any kind that Ludium may suffer directly or indirectly as a result of any breach of these Terms of Use and the applicable regulations.

3. USERS

Access and/or use of the ZYBRE Games platform gives the condition of USER to the person, who accepts, from such access and/or use, the Terms of Use reflected here. The User must be over 16 years of age and, in case of being underage, must have the consent granted by their legal representatives to play in ZYBRE Games. Please, make a responsible use of the time you spend playing on ZYBRE Games.

4. INFORMATION PROVIDED BY ZYBRE GAMES USERS

In order to check-in and create an account, users must provide personal registration information to use the ZYBRE Games service, such as the username, email or image to create an avatar. For more information, please visit our Privacy Policy.

The user agrees that Ludium can use technology and integrated services to allow this information to be used to carry out statistical analyzes of ZYBRE Games accesses, uses and views.

5. INTELLECTUAL AND INDUSTRIAL PROPERTY OF ZYBRE GAMES

Please read and accept this license agreement before installing and using the ZYBRE Games service. The Ludium application grants its Users a non-exclusive and non-transferable license (hereinafter, the “**License**”) to use the website, app and the gaming platform.

By accessing and/or using ZYBRE Games, the user accepts the Terms of Use of Ludium and executes it at its own risk and responsibility. Ludium reserves the right to update and modify these Terms.

5.1. Copyright

Ludium is the owner of ZYBRE Games’s trade name, copyright and distribution rights. The copyright includes the “look and feel” of the Ludium software. This agreement is a license to use ZYBRE Games and Ludium software and does not imply a transfer of ownership of its rights.

In this sense, Ludium by itself or as an assignee, is the owner of all the intellectual and industrial property rights of ZYBRE Games, as well as the appearance, style of the software and the elements contained therein (for instance, images, sound, audio, video, software or texts; trademarks or logos, color combinations, structure and design, selection of used materials, computer programs necessary for its operation, access and use, etc.), owned by Ludium. Under the provisions of the Copyright Law, the reproduction, distribution and public communication, including its method of making available, of all or part of the contents of, for commercial purposes, in any medium, are expressly prohibited. and by any technical means, without the authorization of Ludium or third owners.

The user agrees to respect the Intellectual and Industrial Property rights owned by Ludium and the owners of the games. Unless expressly authorized, Ludium does not grant any type of license or permission to use in relation to its intellectual and industrial property rights or any other property or right associated with its platform.

The user cannot change, deconstruct, disassemble or decompile the ZYBRE Games platform, which includes the use of any current or future technology, and must refrain from deleting, altering, evading or manipulating any protection device or security system that was installed in the Ludium application. Failure to comply with any of the terms and conditions of this License will be interpreted as a violation of these Terms of Use.

Failure to comply with any of the terms and conditions of this License will be construed as a violation of these Terms of Use.

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5.2. Third Party Applications and Devices

The Ludium Service is integrated or may, in any other way, interact with third party applications, websites and services and third-party devices (“Third Party Applications and Devices”) to make the Ludium Service available to you. These Third-Party Applications and Devices may have their own terms and conditions of use and privacy policies, and your use of these Third-Party Applications and Devices will be governed by and subject to such terms and conditions and privacy policies. The User understands and accepts that Ludium neither subscribes nor is responsible for the behaviors, features or contents of the Third-Party Applications or Devices or any legal business that the User may enter into with the provider of any of these Third-Party Applications and Devices, nor does Ludium guarantee the compatibility or continued compatibility of Third-Party Applications and Devices with the Service.

5.3. Guarantees and responsibilities

You must use the ZYBRE Games service in accordance with the terms and conditions of this document. Ludium will not be liable for damages derived from the use of Ludium inconsistently with this License. Except for the responsibilities established in the consumer protection rules, the user exonerates Ludium from any responsibility derived from the incorrect execution of ZYBRE Games or the incorrect operation thereof caused by the way the software was executed. This disclaimer extends to Ludium employees and management.

Ludium states that this License to use the ZYBRE Games platform does not breach any previous contract or current legislation. Ludium does not guarantee the availability, continuity or flawless operation of the software. Therefore, to the extent permitted by the law, this warranty does not include damages resulting from Ludium’s unavailability or operation and ZYBRE Games functionality. Ludium does not assume any responsibility in case of an unforeseeable circumstance or force majeure, in the same way, it will not be responsible for any cause that is beyond reasonable control, such as the existence of viruses and the interference of third parties.

5.4. Duration of the License

The validity of this License starts with the acceptance of these Terms of Use. Ludium shall have the right to restrict, suspend or terminate this License at its own discretion, in whole or in part, at any time and for any reason and without prior notice nor responsibility.

Ludium grants only the ZYBRE Games license to use. In no case grants the license or authorization of distribution of any kind on their copyright and industrial property rights or on any other property or right related to ZYBRE Games.

6. USE OF THE ZYBRE GAMES PLATFORM

The user commits to make a diligent and responsible use of the ZYBRE Games platform and not to cause any damage to the physical and logical systems of Ludium, owner of ZYBRE Games, its suppliers or third parties, to introduce or spread computer viruses or any other physical or logical systems that are likely to cause the aforementioned damage.

The User, holder of the account, does not have permission, nor will grant permission to third parties (with the exceptions imposed by local laws) to:

- Obtain or try to obtain unauthorized access to the ZYBRE Games account;
- Use the ZYBRE Games account in a tortuous way, for illegal purposes or in any other way that does not respect these Terms of Use or
- Sell, lease, distribute, transfer, sublicense, reproduce, duplicate, copy, use for commercial purposes or exploit or access the ZYBRE Games account, or generate income from the use or supply of the ZYBRE Games account, and be for profit or commercial benefit or other purposes, without the prior, express and written consent of Ludium or other legitimate third parties.

7. TERMS AND CONDITIONS OF SALE

7.1. Changes to the Agreements

From time to time, we may make changes to the Agreements for legitimate reasons, such as improving existing functions or features or adding new functions or features to the Service, implementing scientific and technological advances and reasonable technical adjustments to the Service, ensuring the operation or security of the Service, and for legal or regulatory reasons. Where we make material changes to the Contracts, we will notify you in a manner that we consider appropriate in the circumstances, e. g, we will display a prominent notice or ask for your consent on the Service or send you an email.

In some cases we will notify you in advance so that your continued use of the Service after changes are made will signify your acceptance of the changes. Therefore, be sure to read that notice carefully, as well as the new version of the Contracts. If you no longer wish to use the Service under the new version of the Agreements, you may cancel your account by contacting us. In the event that you have received a Trial Subscription Period or a Paid Subscription through a third party, you must cancel the Paid Subscription through such third party.

8. DATA PROTECTION

ZYBRE complies with the General (EU) 2016/679 Data Protection Regulation (hereinafter, “**GDPR**”), the Organic Law 3/2018 on Personal Data Protection and Guarantee of Digital Rights (hereinafter, “**LOPDGDD**”) and other regulations that may be in force at all times, and ensures the correct use and processing of the user’s personal data. Therefore, each time the user accesses and uses ZYBRE Games, must accept the Terms of Use and the Privacy Policy, which informs about who the identity of the Data Controller, its address, the possibility of exercising the data protection rights of access, rectification, erasure, opposition and revocation of consent by sending an e-mail to dpa@zybre.co.uk, as well as the purpose of the processing and data communications to third parties, where appropriate, to be able to use the ZYBRE Games platform and play. For more information, please visit our [Privacy Policy](#).

Ludium may use the personal data to send or make commercial or promotional communications to ZYBRE Games users who have given their prior consent.

9. EXCLUSION OF GUARANTEES AND LIABILITY

Ludium reserves the right to cancel the access of a user to ZYBRE Games, as well as all or part of the content provided through it, at any time and without prior notice, for technical reasons, security breaches, maintenance or power failures or any other reasonable cause. Consequently, Ludium does not guarantee the integrity, availability or continuity of the ZYBRE Games platform or its content, therefore, its use is made at the User's own risk and Ludium is not responsible for the discontinuity or unavailability of this service.

Ludium is not liable for any interruption of ZYBRE Games services, delays, errors, malfunctions and, in general, any other problem arising from causes beyond Ludium's reasonable control and/or related to wilful misconduct or intent, fault or negligence of the users, and/or due to force majeure. Force majeure is defined as all those events that go beyond Ludium's reasonable control, such as: third parties' errors, operators or service companies, acts of the government, lack of access to third party networks, acts or omissions of public authorities, or those produced as a result of natural disasters, blackouts, attacks by hackers or other third parties to the security or integrity of the system. In any case, whatever the cause, Ludium will have no liability for direct or indirect damage or for losses incurred.

All liability of Ludium is excluded for damages of any kind that may result from the presence of viruses or the presence of other harmful elements in the content that may cause alterations in the computer systems, as well as in documents or other systems stored in ZYBRE Games. Ludium is not responsible, in any case, for damages of any nature that may cause, for instance, errors or omissions in the contents, unavailability of ZYBRE Games's service or the transmission of viruses or malicious or harmful programs in the contents, despite having taken all the necessary technological measures to avoid it. Ludium will pursue the breach of these conditions as well as any improper use of the ZYBRE Games service, exercising all civil and criminal actions that may be applicable by law.

10. MODIFICATION OF THESE TERMS AND DURATION

Ludium reserves the right to make the modifications it deems appropriate in ZYBRE Games without prior notice, being able to change, delete or add both the content and services provided through it and the way in which they are presented or located in the ZYBRE Games platform. The validity of the aforementioned terms of use will be based on their exposure and will be in force until they are modified by others duly published. These Terms of Use and, therefore, the License, will end the moment the user incurs a violation of them. You must remove any copy of the Ludium software in your possession at the time of termination of these Terms of Use.

11. RIGHT OF EXCLUSION

Ludium reserves the right to deny or withdraw access to ZYBRE Games and/or the services offered without prior notice, at its own request or by a third party, to those users who fail to comply with these Terms of Use.

12. APPLICABLE LEGISLATION AND JURISDICTION

The User expressly accepts that all disputes, claims and other issues that may arise or are related to the ZYBRE Games service will be governed by current Spanish regulations and any controversy will be submitted to the Courts of the city of Barcelona, unless the regulations for the consumers and users protection establish other criteria.