

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE AND ANY OF OUR APPS.

### **What's in these Terms of Use?**

These Terms of Use tell you the rules for using our website and associated mobile app for our game titled "Bratz" (our Services).

### **Who we are and how to contact us**

The Services are provided by Outright Games Limited with registered office Unit 54 Merlin House, Meteor Way, Lee-On-The-Solent, Hants, England, PO13 9FU. Our company registration number is 10385931.

If you are in the US, you may contact us at Outright Games LLC. We are registered in California at Santa Margarita Pkwy Ste 110 Rancho Santa Margarita, CA, 92688-3625 United States. To contact us, please write to the above addresses or use the following email addresses:

For any privacy related queries: [privacy@outrightgames.com](mailto:privacy@outrightgames.com)

For any general or support queries: [support@outrightgames.com](mailto:support@outrightgames.com)

### **By using our Services you accept these Terms of Use**

By using our Services, you confirm that you accept these Terms of Use and that you agree to comply with them.

### **If you do not agree to these Terms of Use, you must not use our Services.**

### **There are other terms that may apply to you**

These Terms of Use refer to the following additional terms, which also apply to your use of our Services:

Our Privacy Policy.

Our Cookie Policy which sets out information about the cookies on our site.

### **We may make changes to these Terms of Use**

We may update these Terms of Use from time to time for any reason by posting the updated version to our website but changes to these Terms of Use take effect only where they are permitted by law and made available to you. Every time you launch the Services on your device, install or otherwise use the Services you are deemed to have accepted the latest version of these Terms of Use in place at that time. Please check for any updates to these Terms of Use each time you use the Services.

### **We may make changes to our Services**

We may update and change our Services from time to time to reflect changes to our products, our users' needs and our business priorities.

### **Availability of our Services**

Our Services are provided on an "as is" basis. At times, the Services may not be available or may be affected by faults or maintenance work or by circumstances outside our control. No warranty is given about the quality, functionality, availability or performance

of our website/apps or any content on the website/apps. Nor do we guarantee that our Services will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes to access our Services. You should use your own virus protection software. You are also responsible for ensuring that you have an internet connection and that the device you use has sufficient system capabilities and memory in order to, as each are applicable, download, install, play and store the Services.

We reserve the right to change, suspend or withdraw some or all of our Services at any time without notice.

You must not damage, interfere with or disrupt access to the Services or its content, nor do anything that may impair functionality or interfere with another person's access to the Services. You must not use the Services in any way that is unlawful to us, our licensors or any other person.

### **We may suspend or withdraw our Services**

We do not guarantee that our Services, or any content or information on them, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Services for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our Services through your internet connection are aware of these Terms of Use and other applicable terms and conditions, and that they comply with them.

### **How you may use materials on our Services**

All right, title, interest and ownership rights and any and all copyrights, design rights, database rights, patents and any rights to inventions, know-how, trade and business names, trade secrets and trade marks (whether registered or unregistered) and any applications or extensions thereof and all other intellectual property rights of any similar or equivalent type in any territory of the world (**Intellectual Property Rights**), in or connected with the Services and each part thereof (including by way of example only any titles, code, themes, objects, concepts, artworks, animations, audio-visual effects and methods of operation) and any copies, translations, modifications, adaptations and any other derivative based on the Services are owned by, belong to and vest in us and our licensors.

The Services may contain certain licensed materials licensed by third parties to us. All trade marks and other rights are the property of their respective owners.

We grant you a limited, non-exclusive right and licence for you to download, install and use the Services for your personal, non-commercial use only on compatible devices owned by you. These Terms of Use and your use of our Services do not give you any rights of ownership in any property whether tangible or intangible. The Services are licensed to you and not sold.

You may print off and may download extracts of any page(s) from our Services for your personal use and you may draw the attention of others (e.g. your friends and family) to content posted on our Services.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way for any commercial purpose, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text for any commercial purpose.

Any use, reproduction or redistribution of the Services not in accordance with these Terms of Use is expressly prohibited.

You must not do any of the following with the Services:

- sell, copy, reproduce, translate, communicate, reverse engineer, publish, distribute, rent, loan, sub-license, derive source code from, modify, adapt, merge, disassemble, decompile, create derivative works based on or otherwise transfer or deal in copies or reproductions of the Services or any part or interest in it to other parties in any way (except as set out in these Terms of Use);
- engage in any act that we deem to be in conflict with the spirit or intent of the Services including without limitation using cheats, exploits, automation software, bots, hacks, mods or any unauthorised third-party software designed to modify or interfere with the Services;
- attempt to gain unauthorised access to the Services or to the computers, devices, servers, or networks connected to them by any means other than the user interfaces provided by us; or
- use the Services for any illegal or immoral purposes.

You further agree that you will not in any way conduct yourself in a manner which is illegal or which gives rise to civil or criminal liability or which might call us and/or our Services into disrepute.

You will cooperate fully with us to investigate any suspected illegal, fraudulent or improper activity.

It is a condition and fundamental term of these Terms of Use and your use of our Services that you must not buy, sell, barter, swap, exchange, trade, lend, rent or otherwise deal in any way with any content or information within our Services outside of the app or website on which those Services are made available by us or in any way other than as expressly provided above. Our Services feature certain virtual items which may only be exchanged for certain other designated virtual items in and as part of the Services app or website only and where that functionality is made available by us.

### **Do not rely on information on our Services**

The content on our Services are provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Services.

Although we make reasonable efforts to update the information on our Services, we make no representations, warranties or guarantees, whether express or implied, that the content on our Services are accurate, complete or up to date.

### **We are not responsible for websites we link to**

Where our Services contain links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources and take no responsibility in relation to those.

### **We may run competitions from our Services**

From time to time we may run competitions via our Services. If you wish to take part in any such competition you must at the time of entry confirm that you agree to be bound by

the relevant competition terms and conditions and any other specific rules which may apply from time-to-time to any such competition.

### **Children and young persons**

Our Services are aimed at users of various ages. Users who self-elect under the age of 13, will not have access to certain Services within the app. Users under 13 should only use the Services with the permission of a parent or guardian. The parents or guardians of anyone under 13 using the Services should review these Terms of Use carefully. Contributions submitted and/or read by minors are subject to the consent of their parent or guardian. We advise parents or guardians who permit minors to use the Services that it is important to communicate with the minors about their safety online. If you permit a child to use a device to access, view or listen to content on the Services you are solely responsible for deciding whether or not that content is appropriate for that child.

### **Termination**

These Terms of Use and the licences granted by it are effective until terminated.

You may terminate these Terms of Use at any time and for any reason by deleting and removing the Services from your device or leaving our website.

We may terminate these Terms of Use if you fail to abide by any of the terms and conditions of these Terms of Use at any time and for any reason, or if we reasonably suspect that you have failed to abide by any of the terms and conditions of these Terms of Use. We may take any action we deem reasonable in our sole discretion against users who do not comply with the terms of these Terms of Use, which may include banning users. We reserve the right to determine what conduct we consider to be in violation of, or otherwise outside the intent or spirit of, these Terms of Use. However, if what you have done can be put right we will give you a reasonable opportunity to do so.

Without prejudice to the other provisions in these Terms of Use, we may terminate our agreement with you (in whole or in part) for any reason at our discretion upon reasonable notice to you and you will not be entitled to any compensation or any refund.

Following termination of these Terms of Use for the Services for any cause, you will no longer be permitted to use the Services and you will be required to delete the Services from your devices. Please be aware that, where applicable, any saved Services or other information or data relating to your Services user account (where applicable) may thereafter be deleted and/or become inaccessible.

### **Our responsibility for loss or damage suffered by you**

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

Save as set out above, our liability to you shall be limited to an amount equal to £100.

### **Your liability to us**

You hereby indemnify (agree to compensate), and agree to defend and hold us and our affiliates, officers, directors, owners, licensors, service providers, partners, contractors, employees, agents and licensees (collectively, the "**Indemnified Parties**") harmless from and against any and all liabilities, claims, costs and expenses (including legal expenses and lawyers' fees) incurred by the Indemnified Parties in connection with any claim arising out

of any breach by you of these Terms of Use or claims arising directly or indirectly from your use or misuse of the Services, and any negligent or improper use of your Services account; and / or any use otherwise than in accordance with the terms of these Terms of Use. You shall fully cooperate with us in the defence of any such claim and we reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you.

You further agree that the subject matter of these Terms of Use is of a unique character with special value and that we would be irreparably damaged if the terms of these Terms of Use were not specifically enforced, and therefore you agree that we shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies (including injunctive relief) with respect to breaches of these Terms of Use, in addition to such other remedies as we may otherwise have available under applicable laws.

Our licensors shall be third-party beneficiaries under these Terms of Use and shall have the express right to enforce its provisions and to enjoy the benefits of its protections.

### **How we may use your personal information**

Please see our Privacy Policy for details regarding how we will use your personal information.

### **Rules about linking to our Services**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it nor is done for commercial purposes.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our Services in any website that is not owned by you.

Our Services must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our Services other than that set out above, please contact us.

### **App terms & Apple app users**

Streaming of our Services are subject to these Terms of Use and the terms of any third party app store through which your Services download is made. Downloads of the Services are made via permitted third party stores, such as Apple App Store. You acknowledge that you have agreed to the relevant store's terms of use and service (i.e. Apple App Store or Google Play Store) relating to your transaction with such store. To the extent that these Terms of Use conflict with such agreement between you and the relevant third party in respect of any use of our Services, the terms of your agreement with the third party app store shall prevail.

If you access our Services via our mobile app on the Apple platform, the following terms specifically apply to you:

You acknowledge that these terms and conditions are concluded between you and us only, and not with Apple, and we, not Apple, are solely responsible for our Services and the content thereof. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Services. To the maximum extent permitted by applicable law, Apple will have no warranty obligations whatsoever with respect to the Services.

Your licence to use the Services is limited to a non-transferable licence to use the Services on any Apple-branded products that you own or control and as permitted by the usage rules set forth in the App Store Terms of Service, except that the Services may also be accessed and used by other accounts associated with you via Family Sharing.

You acknowledge that we, not Apple, are responsible for addressing any claims by you or any third party relating to the Services or your possession and/or use of the Services, including, but not limited to: (i) product liability claims; (ii) any claim that the Services fail to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation.

You acknowledge that, in the event of any third party claim that the Services or your possession and use of Services infringe that third party's intellectual property rights, we, not Apple, will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim.

You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

You acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these terms and conditions, and that, upon your acceptance of these terms and conditions, Apple will have the right (and will be deemed to have accepted the right) to enforce these terms and conditions against you as a third party beneficiary thereof.

## **General**

These Terms of Use constitute the entire agreement between you and us in respect of its subject matter.

Even if we delay in enforcing these Terms of Use and/or our rights, we can still enforce these Terms of Use and/or our rights later. If we do not insist immediately that you do anything you are required to do under these Terms of Use, or if we delay in taking steps against you in respect of your breaking of any term of these Terms of Use, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

We may transfer our rights and obligations under these Terms of Use to another organisation (such as, without limitation, in the event of a business restructure or acquisition). We will let you know if that happens and we will ensure that your rights under these Terms of Use are unaffected. You may not transfer your rights or obligations under these Terms of Use unless we expressly agree to the transfer in writing.

Except where expressly stated to the contrary in these Terms of Use, these Terms of Use do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms of Use.

In the event that any provision of these Terms of Use (including, without limitation, any restriction) shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be interpreted in such a way as to ensure it is enforced to the maximum extent permissible in a manner reflecting the parties' intentions and the remaining portions of these Terms of Use shall, in any event, remain in full force and effect.

## **Which country's laws apply to any disputes?**

Please note that these Terms of Use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have

exclusive jurisdiction on any disputes arising from these Terms of Use. In addition you may have the legal right to bring proceedings in your local jurisdiction and, if this is the case, then you may bring proceedings there. For instance if you live in Scotland you can bring legal proceedings in respect of the relevant Services in either the Scottish or the English courts.