

LICENSE TO USE TRACKMANIA SUNRISE

Please read this License carefully before installing the game ("TrackMania Sunrise").

This License is an agreement between you, the "User", and Nadeo and/or its licensors and/or its beneficiaries ("Nadeo"), which grants the User the non-exclusive and non-transferable right to use TrackMania Sunrise.

By installing TrackMania Sunrise, the User is undertaking to respect the terms and conditions of the License.

1- The License

Nadeo grants the User a non-exclusive and non-transferable License to use TrackMania Sunrise, but remains the owner of all the rights relating thereto.

Any rights not specifically transferred by this License remain the property of Nadeo.

Nadeo reserves the right to modify the terms of this license from time to time.

TrackMania Sunrise is licensed and not sold to the User, for private use.

The License does not confer any right or title to TrackMania Sunrise and cannot be understood as a transfer of intellectual property rights to TrackMania Sunrise.

2- Ownership of TrackMania Sunrise

The User recognises that all of the rights associated with TrackMania Sunrise and its components (in particular the titles, computer codes, themes, characters, character names, plots, stories, dialogues, places, concepts, images, photographs, animation, videos, music and text contained in TrackMania Sunrise), as well as the rights relating to the trademark, royalties and copyrights, are the property of Nadeo and are protected by French regulations or other Laws, Treaties and international agreements concerning intellectual property.

3- Use of TrackMania Sunrise

The User is authorised to use TrackMania Sunrise in accordance with the instructions provided in the manual or on the packaging of TrackMania Sunrise.

You may only use Nadeo client software to access and/or use the game.

As a condition of your use of the game, you will not use the game for any purpose that is unlawful or prohibited by these Terms of Use. You may not use the game in any manner that could damage, disable, overburden, or impair the game or interfere with any other party's use and enjoyment of it. You may not attempt to gain unauthorized access to any account, computer systems or networks associated with the game or to otherwise interfere with or disrupt any accounts, computer systems or networks connected to the game. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the game. You may not use access to the game to obtain information necessary for you to design, develop or update unauthorized software that you use or provide to others to use to access the game.

It is not permitted:

- To operate TrackMania Sunrise commercially,
- To use it contrary to morality or the laws in force,
- To use the game in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative, bulk or unsolicited messages (commercial or otherwise),
- To defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others,
- To publish, transfer, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information,
- To transfer, stream, or otherwise make available, files or other material that contain images, photographs, software or other material protected by intellectual property laws, including, by way of

example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents to do the same,

- To use any material or information, including images or photographs, which is made available through the game in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party,
- To use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the game or other user or usage information or any portion thereof,
- To violate any code of conduct or other guidelines which may be applicable to the game,
- To use any portion of the game to harvest or otherwise collect information about others, including e-mail addresses,
- To modify TrackMania Sunrise or create any derived work,
- To decompile, reverse engineer or disassemble TrackMania Sunrise,
- To cheat by modifying files, using special tools and any other way.

Always use caution when giving out any personally identifiable information about yourself or your children in the game. Nadeo does not control or endorse the content, messages or information exchanged by means of the game and, therefore, Nadeo specifically disclaims any liability with regard to the game and any actions resulting from your participation in the game.

You are responsible for all activities that occur in your game account. You agree to notify Nadeo immediately of any unauthorized use of your account or breach in security known to you related to the game.

Nadeo reserves the right to remove, edit, move, close or suspend any account for any reason.

The User cannot sell, sublicense or lease TrackMania Sunrise to a third party.

The User can only transfer TrackMania Sunrise if the recipient agrees to the terms and conditions of the License. In this event, the User undertakes to transfer all components and documentation relating to TrackMania Sunrise. He also undertakes to delete any copy of TrackMania Sunrise from his computer. In this event, this License is automatically and immediately terminated.

4- Termination of the License

The License is effective from the first time TrackMania Sunrise is used.

It is terminated automatically by Nadeo without notice if the User fails to adhere to the terms and conditions of the License.

5- Warrantee Limitation

The User recognises expressly that he uses TrackMania Sunrise at his own risk.

TrackMania Sunrise is provided as is. The User is responsible for any costs of repairing and/or correcting TrackMania Sunrise.

To the extent of what is laid down by the Law, Nadeo rejects any warrantee relating to the market value of TrackMania Sunrise, the User's satisfaction or its capacity to perform a specific use.

The User is responsible for all risks connected with lost profit, lost data, errors and lost business or other information as a result of owning or using TrackMania Sunrise.

As some legislations do not allow for the aforementioned warrantee limitation, it is possible that it does not apply to the User.

6- Liability

In no event can Nadeo be held liable for any direct, consequential, accidental, special, ancillary or other damages arising out of the use or inability to use TrackMania Sunrise, as well as out of the ownership or poor functioning thereof, even if Nadeo has been advised of the possibility of such damages.

In particular, Nadeo accepts no liability regarding use of TrackMania Sunrise contrary to the precautions

for use set out in the manual and on the packaging.

As some legislations do not allow exemption from liability in the event of direct or incidental damages, it is possible that the aforementioned exclusion does not apply to the User.

This License to use TrackMania Sunrise grants specific rights to the User and he may have other rights depending on the laws in his State.

7- Indemnity

You agree to indemnify and hold Nadeo, its parents, subsidiaries, affiliates, officers, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the game, the violation of these Terms of Use by you, or the infringement by you, or other user of the game using your computer or identity, of any intellectual property or other right of any person or entity.

8- Customer support

Nadeo may, but is not required to, provide you with customer support ("Support"). Unless you have entered into a separate written support agreement with Nadeo with respect to the game, Nadeo may terminate any Support it provides at any time in its sole discretion.

9- Electronic notices

You consent to Nadeo providing you any information regarding the game in electronic form. Nadeo may provide such information to you via e-mail at the e-mail address you specified when you registered for the game. As long as you access and use the game, you will have the necessary software and hardware to receive such notices. If you do not consent to receive any notices electronically, you must discontinue your use of the game.