

Privacy Policy

END USER LICENSE AGREEMENT

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If you have any questions about this agreement, you can reach BECURE at BECURE GmbH, CUBEX41, Theodor-Kutzer-Ufer 1–3, 68167 Mannheim, Germany, Attn.: Legal Department.

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BY CHECKING THE BOX INDICATING THAT YOU HAVE READ AND ACCEPT THE TERMS SET FORTH HEREIN OR OPENING THE SERIOUS GAME SOFTWARE, INSTALLING, AND/OR USING THE SITES AND ANY OTHER MATERIALS INCLUDED WITH THE SITES, AND ANY UPDATES AND UPGRADES THERETO, YOU HEREBY ACCEPT THE TERMS OF THIS AGREEMENT AND OUR PRIVACY POLICY .

THE AGREEMENT APPLIES TO ALL USERS OF THE SITES, INCLUDING USERS WHO ARE ALSO CONTRIBUTORS OF CONTENT, INFORMATION, AND OTHER MATERIALS OR SOFTWARE. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU ARE NOT PERMITTED TO ACCESS, INSTALL, COPY OR OTHERWISE USE THE SITES OR ANY PORTION THEREOF. YOUR REMEDY FOR DISSATISFACTION WITH THE SITES OR ANY PRODUCTS, CONTENT, OR OTHER INFORMATION MADE AVAILABLE BY OR THROUGH BECURE, IS TO STOP USING THE SITES.

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1. USER'S ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS

The Sites are offered subject to your compliance with all of the terms and conditions contained herein and all other operating rules, policies and procedures. In addition, some applications offered through or in connection with the Sites may be subject to additional terms and conditions promulgated by BECURE from time to time. We may revise and update this Agreement from time to time in our sole discretion and without prior notice, except that we will notify you of any material changes relating to the dispute resolution, arbitration and governing law and jurisdiction provisions set forth herein ("Material Changes"). Any modifications to the Agreement will be posted on WWW.BECUREGLOBAL.COM/LEGAL and will be effective immediately, and will apply to disputes arising under the Agreement from the date of posting forward, except that Material Changes will not apply to any disputes that arise prior to the date that you have actual notice of such Material Changes. Your continued use of the Serious Game Software after a modification has been made to the Agreement constitutes your acceptance of such modification.

2. LIMITED USE LICENSE

Subject to your compliance with the terms and conditions of the Agreement, BECURE hereby grants you a non-exclusive, non-sublicensable, non-transferable, limited, revocable right and license to access, install, and use one (1) copy of the Serious Game Software solely in accordance with instructions provided by BECURE. This Agreement shall also apply to any patches or updates you may obtain for the Software. IN ACCORDANCE WITH AND NOT INTENDING TO LIMIT ANY OF THE PROVISIONS OR PROTECTIONS SET FORTH HEREIN, DUPLICATION, COPYING OR ANY FORM OF REPRODUCTION OF ANY PORTION OF THE SITES OR RELATED INFORMATION, MATERIALS OR OTHER CONTENT TO ANY OTHER SERVER OR LOCATION FOR THE PURPOSES OF DUPLICATION, COPYING OR ANY OTHER FORM OF REPRODUCTION IS EXPRESSLY AND EXPLICITLY PROHIBITED. This license does not give you any title or ownership in the Serious Game Software or Sites generally, and should not be construed as a sale or transfer of any intellectual property rights to the Sites. All rights not specifically granted under this Agreement are hereby reserved by BECURE and, as applicable, by its licensors.

3. COMPLIANCE

Each party represents and warrants to the other party that its activities hereunder shall comply with all applicable laws, regulations and other governmental requirements and shall not violate or infringe any valid Germany intellectual property or privacy rights of a third party. To the extent you are purchasing the Clinician version of the Sites for use in conjunction with your end customers, you shall obtain all consents necessary for BECURE to collect, use, and share information relating to each applicable end customer's use of the Sites.

4. NO RIGHT TO OWNERSHIP

YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL HAVE NO OWNERSHIP OR OTHER PROPERTY INTEREST IN THE SITES, AND YOU FURTHER ACKNOWLEDGE AND AGREE THAT ALL SUCH RIGHTS ARE AND SHALL FOREVER BE OWNED BY AND INURE TO THE BENEFIT OF BECURE. Except as expressly licensed to you herein, all right, title, and interest in and to the Sites and any and all associated copyrights, trademarks and intellectual properties therein and/or related thereto and all copies thereof (including, but not limited to, any patches, updates, copies, derivative works, titles, computer code, themes, objects, characters, character names, stories, dialogs, catch phrases, locations, concepts, artwork, images, animation, sounds, musical compositions, audio-visual effects, text, methods of operation, moral rights, "applets" incorporated into the Serious Game Software, and any related documentation) are owned by BECURE or BECURE's licensors. The Sites are protected by the copyright laws of the Germany, international copyright treaties and conventions, and other laws. All rights are reserved. The Sites contains certain licensed materials, and BECURE and its licensors may protect their rights in the event of any violation of this Agreement.

5. NO SALE OR ASSIGNMENT

You may not give, purchase, sell, bargain, barter, market, trade, offer for sale, sell, license, assign or otherwise divest your rights, responsibilities or obligations with respect to the Sites, either in whole or in part, without the prior written consent of BECURE. Any attempt to do so shall be void and of no effect.

6. LICENSE RESTRICTIONS

You agree to only use the Sites, or any portion thereof, in a manner that is consistent with this Agreement, and you SHALL NOT:

- exploit the Sites or any portion thereof commercially, including, but not limited to, at a cyber (Internet) café, computer gaming center or any other location where the Sites will be accessed or used by any third parties who have not purchased a license to use the Sites and agreed to be bound by the terms of this Agreement;
- use the Sites or permit the use of the Sites, on more than one computer, game console, mobile device, handheld device or PDA at the same time;
- use the Sites, or permit use of the Sites, or make Sites available for use in a network, multi-user arrangement, remote access arrangement, including where it could be downloaded by multiple users;
- sell, rent, lease, license, distribute or otherwise transfer the Sites or any copies of the Sites;
- reverse engineer, derive source code, modify, decompile, disassemble, copy, or create derivative works of the Sites, in whole or in part (except as the applicable law expressly permits, in which case all and any modifications, adaptations, copies, improvements, etc. shall belong to, vest in and be the exclusive property of BECURE and/or its licensors on creation, in any event);
- remove, disable or circumvent any security protections, proprietary notices or labels contained on or within the Sites;
- export or re-export the Sites or any copy or adaptation in violation of any applicable laws or regulations;
- create data or executable programs which mimic data or functionality in the Sites unless provided for in Section 6(i) below; or

- use any part of the Sites which allows you to construct new variations of games (“Editor”) to create new levels which:

(i) can be used otherwise in connection with the Sites;

(ii) to modify any executable file;

(iii) to product any libelous, defamatory or other illegal material or material that is scandalous or invades the rights of privacy or publicity of a third party;

(iv) to use the trademarks, copyright or intellectual property rights of any third party;

(v) are then commercially exploited by you (through pay-per-play or timesharing services or otherwise).

For the avoidance of doubt you are solely liable and responsible for any claims by a third party resulting from your use of the Editor and you agree to indemnify, defend and hold harmless BECURE from any such claims.

Furthermore, you agree that you shall abide by the safety information, maintenance instructions or other relevant notices contained in any manual or other documentation accompanying the Sites.

7. PROTECTIONS

The Sites may include measures to control access to the Sites, suspend to access to the Sites, prevent unauthorized copies, or otherwise attempt to prevent anyone from exceeding the limited rights and licenses granted under this Agreement. If the Sites, including the Serious Game Software, permit access to additional online features, only one copy of the applicable Site may access those features at one time (unless otherwise provided in the Site documentation). Additional terms and registration may be required to access online services and to download updates and patches to the Sites. Only copies of the Serious Game Software subject to a valid license can be used to access online services, and download updates and patches. You may not interfere with such access control measures or attempt to disable or circumvent such security features. If you disable or otherwise tamper with the technical protection measures, the Sites will not function properly.

8. INTERNET CONNECTION

The Sites require an Internet connection to access internet-based features, authenticate the Sites, provide updates or patches from time to time, or perform other functions. In order for certain features of the Sites to operate properly, you may be required to have and maintain (1) an adequate Internet connection and/or (2) a valid and active account with an online service as set forth in the Sites documentation, including but not limited to BECURE or an BECURE affiliate. If you do not maintain such accounts, then certain features of the Sites may not operate or may cease to function properly, either in whole or in part. You are wholly responsible for the cost of all Internet connection fees, along with all equipment, servicing, or repair costs necessary to allow you access to the Sites.

9. UPDATES AND EVOLUTION OF SERIOUS GAME

From time to time, without prior notice, BECURE may in its sole discretion add new

features to the Sites, remove existing features from the Sites, provide patches, updates or otherwise modify the Sites. We may provide updates that must be install on your computer or gaming system in

order for you to access and use the Serious Game Software. You hereby consent to BECURE remotely installing updates to the Serious Game Software on your computer or gaming system, without further notice.

You understand that the Serious Game Software, and the system specifications necessary to play the Serious Game, may continuously evolve over time as the result of patches and updates to the Serious Game Software. BECURE reserves the right to modify or increase the system specifications necessary to play the Serious Game Software at any time and without notice. You are responsible for purchasing any necessary additional technology, systems or services in order to access and play the Serious Game Software.

10. PROHIBITED USES

You may use the Sites only for lawful purposes and in accordance with this Agreement. You agree not to use the Sites:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the Germany or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards (as defined below).
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation.
- To impersonate or attempt to impersonate BECURE, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen or account names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Sites, or which, as determined by us, may harm BECURE or users of the Sites or expose them to liability.

Additionally, you agree not to:

- Use the Sites in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Sites, including their ability to engage in real time activities through the Sites.
- Use any bot, crawler, spider, scraper or other automatic device, process or means to access the Sites for any purpose, including monitoring, copying or transferring any of the material on the Sites.
- Use any manual process to monitor, copy or transfer any of the material on the Sites or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Sites.
- Introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Sites, the server on which the Sites are stored, or any server, computer or database connected to the Sites.

- Attack the Sites via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Sites.

11. USER CONTRIBUTIONS

The Sites may contain comments and reviews, personal profiles, forums and other interactive features (collectively, “Interactive Services”) that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, “post”) content or materials (collectively, “User Contributions”) on or through the Sites.

All User Contributions must comply with the Content Standards set forth herein.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Sites, you hereby grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns an unlimited right and license to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose, including, but not limited to, as may be necessary to provide you and our other users with the features and functionality of the Sites and for the marketing and advertising purposes of BECURE and its affiliates.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns.
- All of your User Contributions do and will comply with this Agreement.
- You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not BECURE, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness.

We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Sites. We assume no liability for reviews or for any claims, liabilities or losses resulting thereof.

12. MONITORING AND ENFORCEMENT; TERMINATION

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Agreement, including the Content Standards, infringes the intellectual property rights or other right of any person or entity, threatens the personal safety of users of the Sites or the public or could create liability for BECURE.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.

- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Sites.
- Terminate or suspend your access to all or part of the Sites for any or no reason, including without limitation, any violation of this Agreement.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Sites. YOU WAIVE AND HOLD HARMLESS BECURE AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS, FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY BECURE/ANY OF THE FOREGOING PARTIES DURING, OR AS A RESULT OF, ITS INVESTIGATIONS, AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

We do not review all material before it is posted on the Sites, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

13. CONTENT STANDARDS

All User Contributions must, in their entirety, comply with all applicable local and international laws and regulations. In addition, the content standards set forth below (“Content Standards”) apply to any and all User Contributions and use of Interactive Services. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, gender identity or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with this Agreement and our Privacy Policy, including any violations of HIPAA.
- Deceive or be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Draw legal conclusions about the conduct of other users or the products or services of any third party listed on the Sites.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.

- Promote commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

In the event that we determine, in our sole discretion, that you are violating any of the Content Standards, we reserve the right to remove any applicable User Contributions, and/or terminate your access to the Sites. In the event we determine that you are repeatedly infringing the copyrights of any third parties your account will be terminated and your continued access to the Sites will be denied in accordance with the Digital Millennium Copyright Act ("DMCA").

14. COPYRIGHT INFRINGEMENT

If you believe that any User Contributions violate your copyright, you may submit a notification pursuant to the DMCA by providing us with the following information in writing (collectively, a "Notice") (see 17 U.S.C 512(c)(3) for further details):

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interests;
- a description of the copyrighted work that you claim has been infringed, including the URL;
- (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
- identification of the URL or other specific location on the Sites where the material that you claim is infringing is located;
- your address, telephone number, and email address;
- a statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

All Notices must be sent to our copyright agent via email at info@becureglobals.com

15. RELIANCE ON INFORMATION POSTED

The information presented on or through the Sites is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Sites, or by anyone who may be informed of any of its contents.

The Sites may contain content provided by third parties, including materials provided by other users and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by BECURE, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of BECURE. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

16. PURCHASES

Any fees for purchases you make on the Sites are due immediately and are non-refundable regardless of your decision to terminate your usage of the Sites, our decision to terminate your access to the Sites, planned and unplanned disruptions to the Sites, or any reason whatsoever.

To the extent that any amounts owed are not paid when due, or in the event your credit card information is declined or is no longer valid, you will be charged for all applicable third party fees and/or charges that are incidental to the collection of amounts owed and/or chargebacks including, but not limited to, costs of collection (including reasonable attorneys' fees), convenience fees and/or other third parties charges.

You hereby explicitly agree that all communication in relation to unpaid fees will be made by electronic mail or by phone and that Company may rely on the services of a third party collection agent to makes such communications and engage in collection actions.

17. LINKING TO THE SITES

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in this Agreement.

18. LINKS FROM THE SITES

If the Sites contain links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to by the Sites, you do so entirely at your own risk and subject to the terms and conditions of use for such websites which may be different than this Agreement.

19. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, YOU EXPRESSLY AGREE THAT THE USE OF THE SITES IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND BECURE HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS DUE TO VARIATIONS IN HARDWARE, SOFTWARE, INTERNET CONNECTIONS AND INDIVIDUAL USAGE, BECURE PARTIES DOES NOT WARRANT THE PERFORMANCE OF THE SERIOUS GAME ON YOUR SPECIFIC COMPUTER. WITH RESPECT TO THE SERIOUS GAME SOFTWARE, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (A) THE SITES WILL MEET YOUR

REQUIREMENTS, (B) THE SITES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE SITES WILL BE INTERAOOPERABLE OR COMPATABILE WITH OTHER SOFTWARE, OR (D) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITES WILL BE EFFECTIVE, ACCURATE OR RELIABLE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY BECURE OR ITS AUTHORIZED REPRESENTATIVE(S) SHALL CREATE A WARRANTY. AT SOME POINT IN THE FUTURE THE SITES MAY GO OUT OF DATE, AND BECURE MAKES NO COMMITMENT TO UPDATE SUCH SITES. THE DISCLAIMERS OF LIABILITY CONTAINED IN THIS SECTION APPLY TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF THE SITES, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. THE USE OF THE SITES OR THE DOWNLOADING OR OTHER ACQUISITION OF ANY MATERIALS THROUGH OR IN CONNECTION WITH THE SITES IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES.

BECURE MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION CONTAINED IN THE SITES, INFORMATION AND/OR RELATED GRAPHICS PUBLISHED AS PART OF THE SITES FOR ANY PURPOSE. THE SITES, INFORMATION AND RELATED GRAPHICS PUBLISHED AS PART OF THE SITES MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. You understand and agree that temporary interruptions of the Sites may occur as normal events. You further understand and agree that we have no control over third party networks you may access in the course of the use of the Sites, and therefore, delays and disruption of other network transmissions are completely beyond BECURE's control. YOU ACKNOWLEDGE AND AGREE THAT YOUR EXCLUSIVE REMEDY FOR ANY DISPUTE WITH BECURE IS TO STOP USING THE SITES. IN NO CASE SHALL ANY LIABILITY OF BECURE TO YOU EXCEED THE AMOUNT THAT YOU PAID TO BECURE OR ITS AFFILIATES AND/OR DESIGNEES FOR THE APPLICABLE SERIOUS GAME SOFTWARE OR PORTION OF THE SITES GIVING RISE TO ANY SUCH LIABILITY. IN NO EVENT SHALL BECURE OR ITS AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SITES, INCLUDING DAMAGES TO PROPERTY, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION AND, TO THE EXTENT PERMITTED BY LAW, DAMAGES FOR PERSONAL INJURIES, EVEN IF BECURE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, THE LIABILITY OF BECURE AND THE BECURE PARTIES SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

20. INDEMNIFICATION

You agree to defend, indemnify, and hold BECURE, its affiliates, and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successor and assigns harmless from all liabilities, damages, judgments, awards, claims, losses, costs and expenses, including attorney's fees, that arise from (a) your use of, or activities in connection with the Sites; (b) any violation of the Agreement by you; or (c) any allegation that any your User Contributions infringes or otherwise violates the copyright, trademark, trade secret, privacy or other intellectual property or other rights of any third party. BECURE reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with BECURE in asserting any available defenses.

22. TERMINATION AND SURVIVABILITY OF TERMS

The Agreement set forth herein continue to remain in full force and effect until such time as terminated by either party. You agree and acknowledge that you are not entitled to any refund for any amounts which were paid to BECURE prior to any termination. You retain full discretion to end or terminate your account, if applicable, and discontinue use of the Serious Game Software at any time, pursuant to the terms of this Agreement. Without prejudice to any other rights of BECURE, this Agreement shall terminate automatically if you fail to comply with its terms and conditions. Upon termination, you must destroy all copies of the Serious Game Software. The provisions of Sections 4, 5, 6,7, 10, 12, 13, 14, 15, 16, 17, 18, 19, 20, 23, 24 and 25 shall survive any termination of this Agreement.

23. INJUNCTION

Because BECURE would be irreparably damaged if the terms of this Agreement were not specifically enforced, you agree that BECURE shall be entitled, without bond or other security or proof of damages, 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.

25. MISCELLANEOUS

This Agreement represents the complete agreement between you and BECURE concerning the Serious Game Software and supersedes all prior agreements and representations, warranties or understandings between you and BECURE (whether negligently or innocently made but excluding those made fraudulently), regarding the same subject matter. BECURE reserves the right to amend this Agreement at any time, at its sole discretion. 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.

BECURE 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 BECURE's express prior written consent. BECURE's performance of the Agreement is subject to existing laws and legal process, and nothing contained in the Agreement is in derogation of BECURE's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Serious Game Software or information provided to or gathered by BECURE 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 Game Software arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor 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. The parties agree that all correspondence relating to this Agreement shall be written in the English language.

This Agreement represents the full agreement between the parties with respect to the subject matter hereof, and supersedes all prior negotiations and agreements between the parties regarding the same.

This Agreement shall be governed by the law of the Germany, without reference to conflicts of laws principles.

26. CONTACT

You may contact BECURE at the following address:

BECURE GmbH

CUBEX41, Theodor-Kutzer-Ufer 1–3, 68167 Mannheim, Germany

Email: info@becureglobal.com