

**“DARTSNOW” END USER LICENSE AGREEMENT**  
**ISSUED BY DARTSNOW LTD.**

Last updated: 6<sup>th</sup> August 2020

**1. INTRODUCTION**

These are the rules (the “**End User Licence Agreement**” or “**EULA**”) we use to protect *DartsNow* (our “**Game**”) and our users, including you. We’ve tried to keep them as short as possible, to help you understand how you can use the Game, and what problems might crop up. If you don’t want to or can’t agree to this EULA, then you must not download, use or play our Game.

We offer the Game through [dartsnow.co.uk](https://dartsnow.co.uk) (“**DartsNow Platform**”), which is hosted by Digital Ocean, Inc on behalf Dartsnow Ltd (in the EU). That means you need an account with the DartsNow Platform to play the Game, and your use of the DartsNow Platform and the Game is subject to this EULA. This EULA changes from time to time.

You’re only allowed to use the Game and send personal information to us if you are either 18 years or older, or you are 13 years or older and your parent or legal guardian has read this EULA and explained it to you, and provided us with their consent to your use of the Game.

**2. SUMMARY**

- This EULA is a legal agreement between us and you, so please read it carefully.
- It describes how you are permitted to use the Game.
- If you break these rules, we may stop you using the Game, or ask our lawyers to get in touch.
- The Game is provided on an ‘as is’ basis.
- This EULA may change from time to time.

**3. WHAT YOU CAN DO**

We’re excited to see you enjoy the Game, so please go nuts! As long as you follow the rest of the rules in this EULA, you can use the Game in the following ways:

- To play the Game (we own the Game, and brands or content in the Game, so you are buying permission to play the Game yourself in accordance with this EULA, not the Game itself).

- Share screenshots and videos of your gameplay.
- Include ads in gameplay videos which you share via streaming video sites (as long as it doesn't seem like an endorsement by us).
- Use upgrades and updates which we hope to make available from time to time (although we are not obliged to provide updates or support).
- Create and submit content in and to the Game (in which case you give us irrevocable permission to use, copy, modify, share and adapt that content, and to let other people do so).

#### **4. WHAT YOU CAN'T DO**

To protect the Game and our users, it's important for us that all "official" Game items come from us so we can guarantee their quality, that only we make commercial use of the Game or any part of it, and that other people don't use the Game in a way which is unfair or which might affect our rights.

The following sets out some of the things that you cannot do with the Game:

- Don't share, rent, resell, or make available copies of the Game (or any hacked versions) or any licence keys or DartsNow Platform account details to anyone else, and don't let anyone else have unfair or unreasonable access to anything we've made.
- If you share mods, plugins or tools for people to use with their own copy of the Game, or videos or screenshots of your gameplay, make sure you created them yourself and that it's clear they are not official.
- Don't charge for, or make commercial use of anything which we've made or which is related to the Game unless we've agreed it with you in advance in writing, or where it's expressly allowed by law (such as under "fair dealing" or "fair use" law) or this EULA.
- Don't share any username and/or password you use to access the Game, or any access to your DartsNow Platform account, with any other person. Don't do anything (or attempt to do anything) which might disrupt use of the Game by us or other players, or which could harass or upset other members of the *DartsNow* community.
- Don't make anything available on or through our Game unless you're happy to share it with the general public, and it is your own original creation.
- Don't make any advertising available on or through our Game, or anything which is someone else's creation or image.

- Don't make anything available on or through our Game or DartsNow Platform, such as any Communication (including though text chat or audio) which is illegal, dishonest, racist, sexist, homophobic, pornographic, bullying, trolling, or which might damage our or another person's reputation, infringe their rights, or impersonate or trick or exploit anyone.
- Don't remove, disable, modify, add to or tamper with any program code or data, copyright, trade mark or other proprietary notices and legends contained in the Game and/or the DartsNow Platform.
- Don't create software which mimics any data or functionality in the Game and/or the DartsNow Platform.

Make sure you read these rules carefully and understand them. If we are threatened or face legal action because you've uploaded someone else's content, or because you break any of the other rules in this EULA, we may hold you responsible. That means you will need to compensate us, and pay us back for any damage we suffer as a result, and for our legal and other expenses.

## **5. MESSAGES, PROFILES AND COMMUNICATIONS**

The DartsNow Platform and Game allows users to find and connect with other players in order to play the Game, and this might include friends that you know well and/or complete strangers. Ancillary to connecting you to other players we are involved in the transmission, storage, retrieval and dealing with your own and third party content, messages, comments, reviews and other contributions ("**Communications**") without review, selection or alteration of their content – for which the Game and DartsNow Platform are each a mere conduit.

Please note that:

- the views expressed in any Communications are the views of the individual authors and not those of us unless specified otherwise by us. We are not responsible for and disclaim all liability in respect of any comments, views or remarks expressed in any Communications.
- by using the DartsNow Platform and playing the Game you acknowledge that we have no responsibility to review the content of any Communications and that all Communications are made available on the basis that we are not required to and do not exercise any control or judgement over their content.
- Notwithstanding the foregoing we shall be entitled to remove or reject any Communications and remove or suspend your ability to make or access Communications.

- It is a known risk of internet usage that people are not necessarily who they say they are. People may provide information or behave in a way that is unreliable, misleading, unlawful or illegal. We have no way of telling if Communications made by other users are true. This is a decision that can only be made by you. You should therefore exercise some degree of caution when using any service, and this includes the DartsNow Platform and the Game. By using the Website you accept that this is the case and accept that you therefore use the DartsNow Platform and/or the Game at your own risk.
- PLEASE TAKE PARTICULAR CARE IN RELATION TO THE DISCLOSURE OF YOUR OWN PERSONAL INFORMATION SUCH AS YOUR SURNAME, ADDRESS, EMAIL ADDRESS, TELEPHONE NUMBER AND LOCATION.

## **6. OUR LIABILITY**

Nothing in this EULA will limit any of your rights which may not be excluded under law. This means that, irrespective of any other terms in this EULA:

- our liability to you for personal injury or death caused by our negligence is not excluded or limited, nor is our liability to you for any fraudulent representation we make;
- if the Game is faulty when we deliver it to you, we will try to repair or replace it;
- if we can't fix that fault within a reasonable time, or without significant inconvenience, you're entitled to all or some of your money back;
- if, as a result of the fault, the Game damages your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

Other than as mentioned above, our overall liability to you is limited to the price you paid for the Game. The Game, along with any updates or upgrades, is provided "as is". That means we don't make any promises to you about the Game other than that the Game will be of satisfactory quality, as described, and fit for purpose.

We don't make any other promises about the Game (we know you'll love it, but that doesn't mean you can give it back after a month because you've found a new game to play).

We'll use reasonable skill and care to provide the Game, but can't guarantee there won't be any errors or interruptions when playing it or using them, or that they won't cause any problems with your device.

If we release a version of the Game which is not yet complete, because we want to give you early access, then you'll need to bear in mind that it may have some bugs.

Please do let us know straight away if you discover any problems with the Game, so we're aware and can decide whether it's something we need to address in a future release (if there is one). You can contact us to let us know about any problems with the Game at [ross@dartsnow.co.uk](mailto:ross@dartsnow.co.uk).

## **7. CLASS ACTION WAIVER**

Unless we agree with you otherwise in writing and/or subject to applicable laws, you agree that you may only bring any claim that you might have against us on an individual basis and not as a claimant or member in any purported class, collective, consolidated or representative action or legal proceeding.

This section will not apply to you if you live in a jurisdiction that does not permit class actions or other collective disputes.

## **8. GENERAL STUFF**

This EULA doesn't affect any legal rights you may have under the law that applies to you for the Game which cannot be excluded or limited. Nothing we say in these terms affects those legal rights.

We may also change this EULA from time to time but changes only affect you to the extent they can legally apply. For example, if we release an update with a new EULA, and you don't use the update, then the old EULA applies, but if you do use the updates or if you use parts of the Game that rely on our ongoing online services then the new EULA will apply. In that case we may not be able to/don't need to tell you about changes for them to have effect, so you should check back here from time to time.

We'll only make changes if they are reasonable, for example if the law changes, we need to protect other users of the Game, or we're making improvements or adding features which mean this EULA needs a rethink.

This EULA is governed by English law and you can bring proceedings in respect of the Game or this EULA in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Game in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Game in either the Northern Irish or the English courts.

## **9. PRIVACY AND DATA**

If you want to understand what information we may collect about you when you play our Game, and how we use information that we collect about you, then you should read our privacy policy.

## **10. COMPANY AND CONTACT INFORMATION**

In this EULA, "we", "us" and "our" refers to:

### **DARTSNOW LTD**

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United Kingdom

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