

# Game Dev Market (GDM)

## Terms and Conditions

source:[https://gamedevmarket.net/terms-conditions#pro-licence?utm\\_source=humblebundle&utm\\_medium=licence&utm\\_campaign=GUIGalore](https://gamedevmarket.net/terms-conditions#pro-licence?utm_source=humblebundle&utm_medium=licence&utm_campaign=GUIGalore)

### Terms & Conditions

#### Marketplace Terms

This website is owned and operated by GameDev Network Limited, a company incorporated in England (company number 8951892; VAT number 202253758) whose registered office is at Baltic Co-Working Space, 12 Jordan Street, Liverpool, UK, L1 0BP ("GDN" or "we" or "us"). Our site features an online marketplace which allows registered users of our site ("Members") to sell and purchase a licence in respect of Assets ("Marketplace").

These terms ("Marketplace Terms") govern how the Marketplace operates, how Assets may be licensed via the Marketplace, how such licences may be sold and purchased and how the relevant Assets may be used. These Marketplace Terms apply in addition to the [Terms of Website Use](#), [Acceptable Use Policy](#), [Privacy Policy](#) and our [Cookie Policy](#).

Please read these Marketplace Terms carefully and make sure that you understand them, before using the Marketplace. In particular, please note the provisions of clauses 3.6 and 3.7 which affect your cancellation rights.

Please note that by using the Marketplace (whether as a Purchaser or Seller), you agree to be bound by these Marketplace Terms and the other documents expressly referred to in it.

#### 1. DEFINITIONS:

1. In these Marketplace Terms, the following definitions apply (in addition to the other definitions herein):

“Asset(s)” any work, information, data, software, executable code, image, drawing, animation, audio content or video content in any digital medium or form including (but not limited to) 2D image files, 3D design files, GUI elements and audio files.

“Derivative Work” means a modification or addition to a Licensed Asset or any other form in which a Licensed Asset may be recast, transformed or adapted.

"Licence(s)" has the definition set out in clause 4.1.

"Licensed Asset" means an Asset in respect of which a Licence has been sold by a Seller and purchased by a Purchaser via the Marketplace.

"Media Product" means any digital and/or media product, creation or platform of a Purchaser including (but not limited to) software, applications, video content, audio content, documents and websites.

"Monetized Media Product" means a Media Product which, in addition to any original sale price of the Media Product, is capable of producing further income, profits, gains and any other financial consideration, value, receipt or measure for any party by any means whatsoever, including (but not limited to) via in-app purchase facilities or advertising.

"Non-Monetized Media Product" means a Media Product in relation to which, other than the original sale price of the Media Product, no party is capable of receiving any further income, profits, gains and any other financial consideration, value, receipt or measure by any means whatsoever, including (but not limited to) via in-app purchase facilities or advertising.

"Purchaser" means a Member who purchases a Licence of an Asset by way of sub-licence from GDN via the Marketplace.

"Seller" a Member who offers to grant a Licence of an Asset to GDN for sub-licence to other Members via the Marketplace.

## 2. THE MARKETPLACE

### 2.1. Members may;

(a) sell Licences in respect of their Assets to GDN for sub-licence to other Members via the Marketplace;

(b) purchase Licences by way of sub-licence from GDN in respect of other Members' Assets via the Marketplace; and

(c) browse or access the Marketplace;

in accordance with these Marketplace Terms.

## 3. PURCHASE OF LICENCES

3.1. The Licences dictate how the Assets may be used by the Purchaser.

3.2. GDN is party to Licences purely for the purpose of licensing the applicable Licensed Asset from Sellers and sub-licensing the applicable Licensed Asset to Purchasers.

3.3. The prices of the Licences ("Purchase Prices") will be as quoted on the Marketplace from time to time.

3.4. The Marketplace contains a large number of Assets. The Purchaser and Seller acknowledge and agree that despite GDN's reasonable precautions, Purchase Prices may be listed at an incorrect price or with incorrect information due to a typographical error or similar oversight. In these circumstances, GDN reserves the right to cancel or reverse a transaction, even after an order has been confirmed and a payment has been processed. If a transaction is cancelled, GDN will arrange for any payment to be credited or refunded.

3.5. For the steps the Purchaser needs to take to place an order on the Marketplace, see the "How To Buy" page.

3.6. By virtue of submitting an order for a Licence via the Marketplace, the Purchaser shall be deemed to have consented to being supplied the applicable Licensed Asset for download in accordance with clause 3.13 before the end of any statutory cancellation period to which the Purchaser would otherwise be entitled and the Purchaser acknowledges that, as a result, the Purchaser will lose any such cancellation right and GDN hereby confirms to the Purchaser such consent and acknowledgement.

3.7. Neither the Seller nor the Purchaser may cancel an order for a Licence once the order has been submitted via the Marketplace.

3.8. GDN does not give any undertaking as to the continued availability of Assets offered for Licence via the Marketplace.

3.9 The contracts between the Seller and GDN and between the Purchaser and GDN will each only be formed when GDN confirms acceptance of an order.

3.10. The Purchaser must pay the Purchase Price in full via via Debit/Credit Card or PayPa.

3.11. Once the Purchase Price has been received by GDN, GDN will send the Purchaser and Seller an e-mail that confirms that the Purchase Price has been received ("Purchase Confirmation").

3.12. A Licence shall be granted simultaneously from the Seller to GDN and (by way of sub-licence thereof) from GDN to the Purchaser and shall become effective once GDN has issued the Purchase Confirmation. For the avoidance of doubt, GDN's entry into a Licence with a Seller is subject to and conditional upon GDN entering into a related Licence with a Purchaser and receiving the Purchase Price from the Purchaser, failing which GDN shall not be bound by the Licence with the Seller and GDN's entry into a Licence with a Purchaser is subject to and conditional upon GDN entering into a related Licence with a Seller, failing which GDN shall not be bound by the Licence with the Purchaser.

3.13. A Licensed Asset may be downloaded by the Purchaser from the Marketplace immediately following notification of its availability for download by GDN.

3.14. Subject to clauses 3.8 and 3.16(d), during its availability on the Marketplace a Licensed Asset and each new version (if any) of that Licensed Asset may be downloaded by the Purchaser from the Marketplace no more than five times.

3.15. Should the Purchaser wish to obtain a full or partial refund in relation to a Licence, the Purchaser should contact GDN to mediate and resolve the dispute.

3.16. For the avoidance of doubt, neither the Seller nor GDN shall be obliged to provide a refund in respect of a Licence where the Purchaser;

- a) no longer wishes to make use of a Licence or Licensed Asset;
- b) purchased the Licence by mistake;
- c) does not have sufficient expertise to use the Licensed Asset; or
- d) can no longer access a Licensed Asset because it has been removed by its Seller from the Marketplace.

4.LICENCE (A) - For purchases made after 00:00 (GMT) on 15th January 2019

4.1. A "Licence" means that the Seller grants to GDN (purely for the purpose of sub-licensing to the Purchaser) and GDN grants (by way of sub-licence thereof) to the Purchaser a non-exclusive perpetual licence to;

- (a) use the Licensed Asset to create Derivative Works; and
- (b) use the Licensed Asset and any Derivative Works as part of both Non-Monetized Media Products and Monetized Media Products, with no restriction on the number of projects the Licensed Asset may be used in. In either case, the Licensed Assets can be used in Media Products that are either:
  - i) used for the Purchaser's own personal use; and/or
  - ii) used for the Purchaser's commercial use in which case it may be distributed, sold and supplied by the Purchaser for any fee that the Purchaser may determine.

4.2. A Licence does not allow the Purchaser to:

- (a) Use the Licensed Asset or Derivative Works in a logo, trademark or service mark;
- (b) Use, sell, share, transfer, give away, sublicense or redistribute the Licensed Asset or Derivate Works other than as part of the relevant Media Product; or
- (c) Allow the user of the Media Product to extract the Licensed Asset or Derivative Works and use them outside of the relevant Media Product.

*For information on using any Licensed Asset as part of an NFT project, please [read our post on this subject](#).*

5.LICENCE (B) - For purchases made before 00:00 (GMT) on 15th January 2019

For more information on purchases before 00:00 (GMT) on 15th January 2019, [click here to view our legacy licence terms](#).

## 6. SALE OF ASSETS AND PAYMENT PROVISIONS

6.1. By uploading any Assets to the Marketplace, the Seller acknowledges and accepts that 30% of the Purchase Price of each Licensed Asset received by GDN shall be retained by GDN by way of commission.

6.2. For each Licensed Asset, the Seller shall be entitled to payment by GDN of 70% of the Purchase Price received by GDN ("Seller's Revenue").

6.3. Subject to clause 6.4, on each occasion the total of the Seller's Revenue arising from sale of Licensed Assets via the Marketplace reaches or exceeds the value of \$25.00 (TWENTY FIVE US DOLLARS), the Seller may request payment of the Seller's Revenue by GDN ("Withdrawal").

6.4. The Seller may not make more than one Withdrawal in any two calendar weeks.

6.5. Any and all transaction fees due in connection with a Withdrawal (including, but not limited to, Paypal fees) shall be payable by the Seller. In the event that GDN is required to pay any such fees on behalf of the Seller, these shall be deducted by GDN from the Withdrawal payment made to the Seller.

6.6. VAT shall (if and to the extent applicable) be charged, accounted for and paid in respect of all transactions taking place via the Marketplace in accordance with all applicable laws and regulations and GDN's lawful instructions and the Seller and Purchaser shall provide all such information, documentation and assistance and shall take such steps and actions as GDN may lawfully require for such purposes.

6.7. By uploading any Assets to the Marketplace, the Seller:

(a) agrees to grant the Licences to GDN for the purpose of sub-licensing the same to Purchasers;

(b) grants GDN a non-exclusive perpetual licence to:

(i) reproduce the Asset on the Marketplace;

(ii) make Licences in respect of the Asset available for sale to Purchasers via the Marketplace; and

(iii) use the Asset in relation to the advertising, promotion and distribution of our site and the Marketplace.

6.8. GDN may refuse, in its sole discretion, to allow Sellers to offer an Asset for license on the Marketplace. GDN is not required to give reasons for refusing to allow a Seller to offer an Asset for license on the Marketplace.

6.9. The Seller warrants that:

- (a) it is the sole legal and exclusive owner of all intellectual property rights in each Asset;
- (b) the Asset does not infringe the rights of any third party;
- (c) the exercise by GDN of rights granted under these Marketplace Terms (including sub-licensing Licences to Purchasers) will not infringe the rights of any person;
- (d) the Asset does not contain viruses or other computer codes, files or programs which are designed to limit or destroy the functionality of other computer software or hardware;
- (e) the Asset shall not create liability for GDN or cause GDN to lose (in whole or in part) the services of its ISP or other suppliers;
- (f) the Asset shall not cause GDN to violate any applicable law, statute, ordinance or regulation by making it available on the Marketplace; and
- (g) the Asset complies with the Content Standards set out in our [Acceptable Use Policy](#).

6.10. The Seller acknowledges and agrees that if GDN determines, in its absolute discretion, or is notified by a third party, that an Asset does not comply with any applicable laws and/or these Marketplace Terms, GDN may disable the Seller's account and withhold all amounts that the Seller may have earned from the sale of Licences in respect of the relevant Asset until any dispute in relation to the Asset has been resolved to the satisfaction of GDN.

6.11. The Seller acknowledges and agrees that GDN may, at its sole discretion, elect at any time and for any reason to remove Assets from the Marketplace without notice to the Seller. GDN is not responsible for any loss that the Seller may suffer as a result an Asset being removed from the Marketplace by GDN.

## 7. OWNERSHIP OF ASSETS, DERIVATIVE WORKS AND MEDIA PRODUCT

7.1. Any and all intellectual property rights in the Asset shall be owned by the Seller.

7.2. Any and all intellectual property rights in Derivative Works shall be owned by the Seller. To the extent that any such intellectual property rights automatically vest in the Purchaser, then in consideration of the Licence granted to the Purchaser to create Derivative Works (which the Purchaser hereby acknowledges is adequate and sufficient consideration) the Purchaser hereby assigns by way of present and future assignment, any and all such rights to the Seller. The Purchaser shall execute and deliver such documents and perform such acts as may be required for the purpose of giving evidence of and/or full effect to such assignment.

7.3. Subject to clauses 7.1 and 7.2, any and all intellectual property rights in the Media Product shall be owned by the Purchaser.

## 8. LIMITATIONS AND EXCLUSIONS OF LIABILITY

8.1. This clause 8 applies in addition to the limitations and exclusions of GDN's liability set out in the Terms of Website Use.

8.2. GDN does not have any control over, and does not take any responsibility for, the quality, safety or legality of any Asset uploaded to, or downloaded from, the Marketplace by a Member.

8.3. GDN does not warrant that the Assets or any content, code, data or materials uploaded to, or downloaded from, the Marketplace does not infringe the intellectual property rights of a third party. Each Seller is required to warrant that its Asset does not infringe the intellectual property rights of any third party.

8.4. To the fullest extent permitted by law, GDN shall not be liable to any Member for any costs, expenses, loss or damage (whether direct, indirect or consequential and whether economic or other) arising from GDN's exercise of the rights granted to it under these Marketplace Terms (including sub-licensing Licences to Purchasers).

8.5. Each Member shall indemnify GDN against all liabilities, costs, expenses, damages or losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by GDN arising out of or in connection with:

(a) GDN's exercise of the rights granted to it under these Marketplace Terms (including sub-licensing Licences to Purchasers); and/or

(b) the enforcement of these Marketplace Terms.

8.6. Nothing in these Marketplace Terms shall have the effect of excluding or limiting any liability for death or personal injury caused by negligence or any liability for fraud or fraudulent misrepresentation.

## 9. GENERAL

9.1. GDN may sub-contract, sub-license, delegate or otherwise transfer GDN's rights and obligations under these Marketplace Terms to another organisation, but this will not affect a Member's rights under these Marketplace Terms.

9.2. A Member may only sub-contract, sub-license, delegate or otherwise transfer its rights or its obligations under these Marketplace Terms to another person if GDN agrees in writing.

9.3. Each clause of these Marketplace Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.

9.4. If GDN fails to insist that a Member performs any of its obligations under these Marketplace Terms, or if GDN does not enforce GDN's rights against a Member, or if GDN delays in doing so, that will not mean that GDN has waived GDN's rights against the Member and will not mean that Members do not have to comply with those obligations. If GDN does waive a default by a Member,

GDN will only do so in writing, and that will not mean that GDN will automatically waive any later default by a Member.

9.5. These Marketplace Terms are governed by English law. This means these Marketplace Terms and any dispute or claim arising out of or in connection with them or the Marketplace will be governed by English law. The courts of England and Wales will have exclusive jurisdiction.

## Terms of Website Use

### 1. INTRODUCTION

- 1.1. This website is owned and operated by GameDev Network Limited ("GDN" or "we" or "us").
- 1.2. These terms of use and the documents referred herein shall govern your use of our site GameDevMarket.net ("our site") and any content made available through our site.
- 1.3. By using our site, you accept these terms of use in full and agree to fully comply with them. Accordingly, if you disagree with these terms of use or any part of these terms of use, you must not use our site.
- 1.4. If you register a for a user account on our site, we will ask you to expressly agree to these terms of use.
- 1.5. These terms of use refer to the following additional terms and policies (and various terms defined therein), which also apply to your use of our site:
  - 1.5.1. Our Acceptable Use Policy, which sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this Acceptable Use Policy.
  - 1.5.2. Our Cookie Policy, which sets out information about the cookies on our site.
  - 1.5.3. If you purchase or sell Assets via our site, our Marketplace Terms will apply to the sales.

### 2. LICENCE TO USE WEBSITE

- 2.1. Subject to the other provisions of these terms of use, you may:
  - 2.1.1. view pages from our site in a web browser;
  - 2.1.2. download pages from our site for caching in a web browser;
  - 2.1.3. print pages from our site;
  - 2.1.4. stream audio and video files from our site;
  - 2.1.5. use our site services by means of a web browser; and
  - 2.1.6. purchase and sell Assets via our site in accordance with the Marketplace Terms.
- 2.2. Except as expressly permitted by clause 2.1 or the other provisions of these terms of use, you must not download any material from our site or save any such material to your computer.
- 2.3. Unless you own or control the relevant rights in the material, you must not:
  - 2.3.1. republish material from our site (including republication on another website);



- 2.3.2. sell, rent or sub-licence material from our site;
- 2.3.3. show any material from our site in public;
- 2.3.4. exploit material from our site for a commercial purpose; or
- 2.3.5. redistribute material from our site, except as may be permitted in accordance with the Marketplace Terms.
- 2.4. We reserve the right to restrict access to areas of our site, or indeed our whole site, at our discretion. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our site.

### 3. REGISTRATION AND ACCOUNTS

- 3.1. You may register for an account with our site by completing and submitting the account registration form on our site, and clicking on the verification link in the email that our site will send to you.
- 3.2. Access to certain areas of our site is restricted to members only.
- 3.3. Only users that have registered an account and expressly agreed to these terms will be permitted to buy and sell Assets using our Marketplace in accordance with our Marketplace Terms.
- 3.4. Once registered with an account, you will, subject to these terms (and such other terms and policies referred to herein), be permitted to:
  - 3.4.1. buy Assets from other registered users using our Marketplace;
  - 3.4.2. sell Assets to other registered users using our Marketplace;
  - 3.4.3. participate in the online community; and
  - 3.4.4. participate in the referral scheme.
- 3.5. You must notify us in writing immediately if you become aware of any unauthorised use of your account.
- 3.6. You must not use any other person's account to access our site.

### 4. USERNAMES AND PASSWORDS

- 4.1. If you register for an account with our site, you will be asked to choose a username and password.
- 4.2. Your username must not be liable to mislead and must comply with the content rules in these terms of use; you must not use your account or username for or in connection with the impersonation of any person.
- 4.3. You must keep your password confidential.
- 4.4. You must notify us in writing immediately if you become aware of any disclosure of your password.
- 4.5. You are responsible for any activity on our site arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

### 5. CANCELLATION AND SUSPENSION OF ACCOUNT

- 5.1. We may:
  - 5.1.1. suspend your account;

- 5.1.2. cancel your account; and/or
  - 5.1.3. edit your account details,
- at any time in our sole discretion without notice or explanation.
- 5.2. You may request the cancellation/closure of your account by contacting [support@gamedevmarket.net](mailto:support@gamedevmarket.net)

## 6. YOUR CONTENT: LICENCE

- 6.1. In these terms of use, "content" means all Assets and any and all other works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you submit to us or our site for storage or publication on, processing by, or transmission via, our site.
- 6.2. Subject to our [Marketplace Terms](#) in respect of Assets:
  - 6.2.1. You grant to us a worldwide, non-exclusive, ongoing, royalty-free licence to store, publish and distribute your content on and in relation to this site and any successor site(s).
  - 6.2.2. You grant to us the right to sub-licence the rights licenced under clause 6.2.1.
- 6.3. GDN does not take any responsibility for the quality, safety or legality of any content downloaded by you from our site.
- 6.4. You may edit your content to the extent permitted using the editing functionality made available on our site.
- 6.5. Without prejudice to our other rights under these terms of use, if you breach any provision of these terms of use in any way, or if we reasonably suspect that you have breached these terms of use in any way, we may delete, unpublish or edit any or all of your content.
- 6.6. If you believe that your copyright has been infringed by a user of our site, please contact us with your contact details, a description of the infringement you believe has been made, and a statement confirming that you are the copyright owner or are permitted to act on behalf of the copyright owner.

## 7. YOUR CONTENT: RULES

- 7.1. Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the Content Standards set out in our [Acceptable Use Policy](#).
- 7.2. You warrant that any such contribution does comply with those Content Standards, and you will be liable to us and indemnify us for any breach of that warranty.
- 7.3. Subject to our [Marketplace Terms](#), any content you upload to our site will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such content for any purpose.
- 7.4. We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.
- 7.5. We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our site.

- 7.6. We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in our [Acceptable Use Policy](#).
- 7.7. The views expressed by other users on our site do not represent our views or values.

## 8. LIMITED WARRANTIES

- 8.1. We do not warrant or represent:
  - 8.1.1. the completeness or accuracy of the information published on our site;
  - 8.1.2. that the material on our site is up to date; or
  - 8.1.3. that our site or any service on our site will remain available.
- 8.2. We reserve the right to suspend, discontinue or alter any or all of our site services, and to stop publishing our site, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms of use, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing our site.
- 8.3. You agree that we will not be liable to you for any loss that may be incurred by any interruption to or suspension of service.
- 8.4. To the maximum extent permitted by applicable law and subject to clause 9, we exclude all representations and warranties relating to the subject matter of these terms of use, our site and the use of our site.

## 9. LIMITATIONS AND EXCLUSIONS OF LIABILITY

- 9.1. Nothing in these terms of use will:
  - 9.1.1. limit or exclude any liability for death or personal injury resulting from negligence;
  - 9.1.2. limit or exclude any liability for fraud or fraudulent misrepresentation;
  - 9.1.3. limit any liabilities in any way that is not permitted under applicable law; or
  - 9.1.4. exclude any liabilities that may not be excluded under applicable law.
- 9.2. The limitations and exclusions of liability set out in this clause 9 and elsewhere in these terms of use:
  - 9.2.1. are subject to clause 9.1; and
  - 9.2.2. govern all liabilities arising under these terms of use or relating to the subject matter of these terms of use, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.
- 9.3. To the extent that any portions of our site and any information and services on our site are provided free of charge, we will not be liable for any loss or damage of any nature.
- 9.4. We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.
- 9.5. We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
- 9.6. We will not be liable to you in respect of any loss or corruption of any data, database or software.

- 9.7. We will not be liable to you in respect of any special, indirect or consequential loss or damage.
- 9.8. You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with our site or these terms of use (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).
- 9.9. Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no responsibility or liability for the content of other websites, which may or may not be provided by or through websites linked to from our site, even if they are owned or run by affiliates of ours. The inclusion of any link to such websites on our site does not imply our endorsement, sponsorship, or recommendation of that website.
- 9.10. You accept that, whilst we take precautions to protect the information you transmit to our site, we cannot ensure the security of that information.

## 10. BREACHES OF THESE TERMS OF USE

- 10.1. Without prejudice to our other rights under these terms of use, if you breach these terms of use in any way, or if we reasonably suspect that you have breached these terms of use in any way, we may:
  - 10.1.1. send you one or more formal warnings;
  - 10.1.2. temporarily suspend your access to our site;
  - 10.1.3. permanently prohibit you from accessing our site;
  - 10.1.4. block computers using your IP address from accessing our site;
  - 10.1.5. contact any or all your internet service providers and request that they block your access to our site;
  - 10.1.6. commence legal action against you, whether for breach of contract or otherwise; and/or
  - 10.1.7. suspend or delete your account on our site.
- 10.2. Where we suspend or prohibit or block your access to our site or a part of our site, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

## 11. GENERAL

- 11.1. We may revise these terms of use from time to time. The revised terms of use shall apply to the use of our site from the date of publication of the revised terms of use on our site, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms of use. If you do not agree to the revised terms of use, you must stop using our site.
- 11.2. You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms of use. You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms of use.

- 11.3. If a provision of these terms of use is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 11.4. If any unlawful and/or unenforceable provision of these terms of use would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.
- 11.5. These terms of use are for our benefit and your benefit, and these terms of use are not intended to benefit or be enforceable by any third party. The exercise of the parties' rights under these terms of use is not subject to the consent of any third party.
- 11.6. These terms of use, together with the documents referred to herein, shall constitute the entire agreement between you and us in relation to your use of our site and shall supersede all previous agreements between you and us in relation to your use of our site.
- 11.7. These terms of use shall be governed by and construed in accordance with English law.
- 11.8. Any disputes relating to these terms of use shall be subject to the exclusive jurisdiction of the courts of England.

## Acceptable Use Policy

This website is owned and operated by GameDev Network Limited ("GDN" or "we" or "us"). This Acceptable Use Policy sets out the terms between you and us under which you may access our website GameDevMarket.net ("our site"). This acceptable use policy applies to all users of, and visitors to, our site. Your use of our site means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our [Terms of Website Use](#) and [Marketplace Terms](#).

## PROHIBITED USES

Other than as set out in the [Marketplace Terms](#), use of our site does not grant to you any ownership of any content, code, data or materials you may access or any intellectual property rights subsisting any content, code, data or materials you may access. You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our Content Standards.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our [Terms of Website](#).
- Not to access without authority, interfere with, damage or disrupt:
  - any part of our site;
  - any equipment or network on which our site is stored;
  - any software used in the provision of our site; or
  - any equipment or network or software owned or used by any third party.

## INTERACTIVE SERVICES

We may from time to time provide interactive services on our site, including, without limitation:

- Chat rooms;
- Bulletin boards; and
- Discussion Forums.

("interactive services"). Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical). We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our Content Standards, whether the service is moderated or not. The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not foolproof. Minors who are using any interactive service should be made aware of the potential risks to them. Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

## CONTENT STANDARDS

These standards ("Content Standards") apply to any and all content (as defined in the [Terms of Website](#)) and other material which you contribute to our site ("contributions"), and to any interactive services associated with it. You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole. Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.

- Promote sexually explicit material.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

## SUSPENSION AND TERMINATION

We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate. Failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

## CHANGES TO THE ACCEPTABLE USE POLICY

We may revise this acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our site.