

Website Terms of Use

Effective Date: 1 November 2023

Last Updated: 1 November 2023

PLEASE READ THESE WEBSITE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE

Who We are and how to contact Us

www.keywordsstudios.com is a website operated by Keywords Studios PLC and the Keywords Studios Group (“**Keywords**”, “**We**” or “**Our**” or “**Us**”). We are registered in England and Wales under company number 06515896 and have Our registered office at 4th Floor 110 High Holborn, London, WC1V 6JS, England.

To contact Us in connection with the website, please use the following link:
<https://www.keywordsstudios.com/en/contact-us/>.

Acceptance of these Terms of Use

By using this website or any of its sub-domains, including individual websites of Keywords’ studios that do not have their own website terms of use (“**Website**”), you – being our employees, freelancers, contractors, client or our innovation partners – confirm that you accept these terms of use and that you agree to comply with them. These terms of use apply to Our employees, clients or to anyone else in the game industry ecosystem that wishes to use the Website.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITION, YOU MUST NOT USE OUR WEBSITE.

We recommend that you print a copy of these terms of use for future reference.

Website Availability

Our Website is made available free of charge.

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

In the event that the Website, or a specific version of the Website, is geo-blocked and not available in a certain location, use of VPNs or other methods to avoid the restrictions are not permitted and in such circumstances, such unauthorised use of the Website shall be prohibited.

You are also responsible for ensuring that all persons who access Our Website through your internet connection are aware of these terms of use, along with any other applicable terms of use, and that they comply with them.

Account Details

If you choose, or you are provided with, account details, a password or any other piece of information as part of Our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any account or password, whether chosen by you or allocated by Us, at any time, if, in Our reasonable opinion, you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify Us.

Ownership of Contributions to the Website

Any material you upload to our Website will be considered non-confidential and non-proprietary, and unless otherwise agreed in writing with Us, We have the perpetual right to use, copy, distribute and disclose to third parties any such material in whole or in part for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our Website constitutes a violation of their intellectual property rights, or of their right to privacy. You waive any moral rights in respect of any material you upload to our Website or if such rights cannot be waived, you confirm that you will not assert such rights over any materials uploaded.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our Website.

We have the right to remove any material or posting you make on our Website if, in our sole opinion, such material does not comply with the content standards below.

Content standards

Any and all material which you contribute to our Website must comply with the spirit of the following content standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.

Your contributions must:

- be accurate (where they state facts);
- be genuinely held (where they state opinions); and
- comply with applicable law in any country from which they are posted.

Your contributions must not:

- contain any material which is defamatory of any person or material that you do not have permission to share;
- contain any material which is obscene, offensive, hateful or inflammatory;
- contain sexually explicit material;
- harm, or attempt to harm, minors in any way;
- promote violence;
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe any copyright, database right, trade mark or other proprietary right 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;
- promote any illegal or immoral activity;
- 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; or
- advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

This list only serves to provide examples and is not meant to be an exhaustive list of the types of unacceptable uses that may result in the restriction, suspension or termination of your use of our Website.

Use of the Website Materials

We are the owner or the licensee of all intellectual property rights in Our Website and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from Our Website for your personal use and you may draw the attention of others within your organisation to content posted on Our Website.

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

You must not use any part of the content on Our Website for commercial purposes without obtaining a licence to do so from Us or Our licensors.

If you print off, copy, download, share or repost any part of Our Website in breach of these terms of use, your right to use Our Website will cease immediately and you must, at Our option, return or destroy any copies of the materials you have made.

Reliance on the Website

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

Although We make reasonable efforts to update the information on Our Website where relevant, We make no representations, warranties or guarantees, whether express or implied, that the content on Our Website is accurate, complete or up to date.

External Websites and Content

Where Our Website contains links to other websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by Us of those linked websites or information you may obtain from them, and the terms of use for those websites should be considered separately.

This Website may also include information and materials uploaded by other users of the Website. This information and these materials have not been verified or approved by Us. The views expressed by other users on Our Website do not represent Our views or values.

Viruses and Bugs

We do not guarantee that Our Website will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access Our Website. You should use your own virus protection software.

You must not misuse Our Website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to Our Website, the server on which Our Website is stored or any server, computer or database connected to Our Website. You must not attack Our Website via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and We will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use Our Website will cease immediately.

Responsibility for Loss or Damage suffered by you

We do not exclude or limit in any way Our liability to you where it would be unlawful to do so. Otherwise, We exclude all implied conditions, warranties, representations or other terms that may apply to Our Website or any content on it.

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with use of, or inability to use, Our Website or use of or reliance on any content displayed on Our Website.

In particular, We will not be liable for loss of profits, sales, business, or revenue, business interruption, loss of anticipated savings, loss of business opportunity, goodwill or reputation, or any indirect or consequential loss or damage.

Use of your personal data

We will only use your personal data as set out in Our Privacy Notice (<https://www.keywordsstudios.com/en/privacy-notice/>), Applicant Privacy Notice (<https://www.keywordsstudios.com/download/file/K29ncUZfb2N6UDIML3ZydzltRWRLUT09/Privacy-Notice-2023/>), and Cookie Notice (<https://www.keywordsstudios.com/en/cookie-notice/>), each to the extent applicable in respect of any personal data shared with Us.

Transferring this Agreement

We may transfer Our rights and obligations under these terms of use to another organisation within the wider Keywords group. We will always tell you, via this Website, if this happens and We will ensure that the transfer will not affect your rights under the contract.

Our Trademarks

"Keywords Studios" and "Keywords Studios, Imagine More" are trademarks of Keywords. You are not permitted to use them without Our approval, unless they are part of material you are using as permitted by these terms of use.

Changes to these Terms of Use

We amend these terms of use from time to time. Every time you wish to use Our Website, please check these terms of use to ensure you understand the terms of use that apply at that time.

Changes to Our Website

We may also update and change Our Website from time to time to reflect changes to Our business. We will try to give you reasonable notice of any major changes.

Disputes

In the event of any issue or dispute in connection with the Website, please contact us using the following link: <https://www.keywordsstudios.com/en/contact-us/>.

These terms of use, and your agreement to them, shall constitute the entire agreement between you and Us concerning the use of the Website. If any provision of these terms of use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these terms of use, which shall remain in full force and effect. These terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. By using the Website, you agree to the exclusive jurisdiction of the courts of England and Wales.