

Fankit Agreement

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- 2) You agree to the following terms and conditions:
 - a. You shall use the CIG Fankit solely for the purpose of showing support for CIG products, and you shall endeavor to make any information you present accurate and not misleading.
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 - c. You shall not use the CIG Fankit in any manner that violates the Terms or that may disparage CIG, the CIG Fankit or impair the validity, scope, title or goodwill of CIG in the CIG Fankit, libel or slander any person or entity, violate or infringe upon any right, common law or otherwise, of any kind or nature whatsoever, of any person or entity, or violate any right of personality, privacy or publicity.
 - d. You acknowledge that your use of the CIG Fankit in no way implies sponsorship or certification by CIG of you, and that you may not hold yourself out or represent yourself as an employee, agent, or affiliate of CIG.
 - e. You shall not use the CIG Fankit in any manner that implies CIG's sponsorship or certification of you.
 - f. You agree that you shall not alter or modify any part of the elements included in the CIG Fankit to infringe the copyright, trademark or common law rights of any person or entity.
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 - k. You agree to provide CIG with the web address (URL) of your Fan Site and all URLs that redirect to your Fan Site or other fan content so that CIG may inspect your site and verify compliance with this Agreement at any time. You further represent and warrant that any information you provide to CIG, including the information you provided as part of the download sequence to obtain the CIG Fankit is true and correct. You agree that in the event any such information, including your contact information and the URL of your Fan Site or any URLs that redirect to your Fan Site changes, you will update such information by sending an e-mail with such updated information to legal_notices@cloudimperiumgames.com
- 3) YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS CIG AND ITS LICENSORS, AND ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES OR AGENTS, FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, LIABILITY AND OTHER EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), RESULTING FROM YOUR BREACH OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR ANY IMPROPER OR UNAUTHORIZED USE OF THE CIG FANKIT.
- 4) THE CIG FANKIT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. CIG HEREBY DISCLAIMS ALL WARRANTIES, IMPLIED OR EXPRESS, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. IN NO EVENT SHALL CIG BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORT RELATED ACTION, ARISING OUT OF, OR IN CONNECTION WITH, OR IN CONTEMPLATION OF THE YOU'S USE OF THE CIG FANKIT, EVEN IF CIG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASES SHALL CIG'S TOTAL LIABILITY TO YOU HEREUNDER FROM ANY AND ALL CAUSES EXCEED \$10US IN THE AGGREGATE.
- 5) Your breach of or failure to comply with the terms and conditions of this Agreement shall result in an immediate termination of this Agreement as well as any and all privileges granted to you

thereunder.

- 6) CIG reserves the right to withdraw permission to use the CIG Fankit, in its sole discretion.
- 7) CIG owns and retains all rights, title, and interest in the CIG Fankit materials.
- 8) Upon the expiration or termination of this Agreement, the rights and licenses granted hereby to you shall immediately terminate and you shall immediately cease to use the CIG Fankit.
- 9) Any claim arising under or relating to this Agreement shall be governed by and construed in accordance with the internal law of the State of California, without regard to any of its choice-of-law provisions. You consent to the exclusive jurisdiction and venue of the state and federal courts located in the County of Los Angeles.
- 10) This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements with respect to the subject matter of this Agreement.
- 11) CIG may, from time to time and at its own discretion, alter, amend, or update the terms of the Agreement and provide notice of such alteration, amendment, or update at its website. You agree to review the Agreement periodically in order to stay current with the Agreement, and if you do not agree to the changes you must immediately cease your use of the CIG Fankit.
- 12) This Agreement grants no rights, privileges, licenses, or permissions to use or make derivative works from any other property of CIG.
- 13) This Agreement may not be sublicensed and is not assignable or transferable.
- 14) Any material, site, or other content you create using the CIG Fankit is not a "Joint Work" as that term is defined in the United States Copyright Act, Title 17 United States Code ("U.S.C"), and is not otherwise a joint, collective or collaborative work under any other applicable laws.
- 15) Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. A waiver given on any one occasion is effective only in that instance and will not be construed as a waiver of any right on any other occasion. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 16) If you have any questions regarding the terms and conditions of this Agreement, please contact legal_notices@cloudimperiumgames.com