

General terms and conditions of Digital retail

1. Introduction

The Kheops Studio electronic shop (hereinafter referred to as the "Website") offers internet users a Video games digital retail Service (hereinafter referred to as the "Service"): no physical support, notably CD-Rom or DVD-Rom will be sent.

The Terms and Conditions of sale detailed below (hereinafter referred to as the "Terms and Conditions"), govern the contractual relationship between any user of the website (hereafter referred to as "User" or "You") and the S.A.R.L. Kheops Studio, with a capital of € 10,000, whose headquarters is located at 103 bd Mac Donald 75019 Paris France (hereinafter referred to as "Kheops") and registered in the Trade and Companies Register of Paris under the number B 450 008 909.

These Terms and Conditions of sale are the only ones applicable and replace all other conditions, unless previously agreed otherwise in writing. Kheops can be promptly brought to amend certain provisions of its Terms and Conditions; also it is necessary that they be reread before each visit to the website. These amendments are binding as from their on-lining and cannot apply to contracts concluded earlier. Each purchase on the website is governed by the Terms and Conditions applicable at the date of the order. We believe that while validating your order, you accept without reserve our Terms and Conditions of sale after having read them.

By accessing the website you agree to the Terms and Conditions and to the Terms of Use contained therein.

2. Prerequisites

The games available to download are from many dozens of megabytes to many gigabytes in size: it is therefore recommended that the user has a broadband line, either ADSL or cable.

The games require a PC, which has a system specification fulfilling a certain number of requirements (CPU power, RAM, GPU): these specifications are indicated online on a game per game basis. It is the user's responsibility to check that their PC fulfils the minimum requirements to run the game.

3. Price

The sale prices listed on the website are in Euros and with all taxes included, unless otherwise noted. We reserve ourselves the right to change our prices at any time but we are committed to apply the prices in force that were indicated on the website at the time of your order.

4. Order

The orders are carried out exclusively on the Internet. Access to the service is provided in a permanent way but is subject to periods and maintenance, updates of servers and possible exceptional interruptions.

After your selection and your approved payment, you will receive an order confirmation email. Delay of approval of the payment depends on Paypal. In no event is Kheops responsible for the delay of approval of your payment.

You can access your product by clicking on the download link present either directly on the Website, or subsequently on the confirmation e-mail. A bill will also be sent.

5. Validation

You certify that you have read and accepted these terms and conditions of sale before the activation of the game.

6. Availability

Our product offerings and prices are valid as long as they are visible on the website. The deadlines for data transmission estimated for the download of a product are only an indication, and any delays shall not entitle the purchaser to cancel the sale, to refuse the goods or to claim damages.

7. Tax

Any product delivered electronically to an individual from a country member of the European Union to another country member of the European Union will automatically be subject to the VAT of the issuing country in this case France. Only customers foreign to the European Union will be charged duty free.

8. Secured Payment

Kheops uses Paypal as method of payment.

9. Right of return

The right of retraction referred to by Article L 121-20 of the French Consumer Code (Code de la consommation), which provides: "The consumer shall have a period of seven clear days to exercise his right of retraction without having to provide a reason or pay any penalty, apart from, where appropriate, the cost of return.", is not applicable to any services whose execution has begun before the end of the period of seven clear days nor to any supply of computer programs once they have been unsealed by the consumer (article L 121-20-2 of the same Code). The right of retraction shall not therefore apply to downloaded PC video games.

This right of return is carried out without penalty.

10. Licence d'utilisation

The payment and the download of the video games give the user an individual licence that is non-exclusive for the use of the video game purchased, for purely private, non transferable and non commercial use.

The user engages to use the game following its conditions of use (and/or EULA) and the current guidelines respecting publisher and author rights.

In consequence, the user is forbidden from modifying, decompiling, translating, adapting and/or copying the downloaded game(s) in any way. By exception, the user is free to copy the data downloaded on the user's computer for any private or personal use, as well as making copies onto a CD-Rom or any other support for personal archiving.

For each video game, the User shall be provided with an activation serial number and a fixed- rate package, enabling a certain number of activations of the video game.

By default and unless otherwise provided, the Service shall allow 3 (three) activations. It is understood that each activation requires an internet connection.

11. Support

To receive assistance with the Service or for any questions relation to the download of, the installation of or the payment for your game, please go to the online support pages. If you do not find the answers that you require, you may contact our customer support department at support@kheops-studio.fr.

Send the information that was sent to you after your purchase, in order for the customer support department to satisfy your request.

12. Responsibility

This contract is subject to the French law. Kheops cannot be held liable for breach of contract, on the one hand in case of acts of God, especially disruption of communications, on the other hand in case of fault of the customer.

Kheops could not be held responsible for the consequences resulting from the misuse of products sold on the Website.

13. Epilepsy warning

A very small portion of the population has a condition which may cause them to experience Epileptic seizures or have momentary loss of consciousness when viewing certain kinds of flashing lights or patterns. These persons may experience seizures while watching some kinds of television pictures or playing certain video games. Certain conditions may induce previously undetected Epileptic symptoms even in persons who have no history of prior seizures or epilepsy. If you or anyone in your family has an epileptic condition or has experienced symptoms like an Epileptic condition (e.g. a seizure or loss of awareness), immediately consult your doctor before using any of the software available on this site. We recommend that parents observe their children while they play games. If you or your child experiences any of the following symptoms: dizziness, altered vision, eye or muscle twitching, involuntary movements, loss of awareness, disorientation, or convulsions, **DISCONTINUE USE IMMEDIATELY** and consult your doctor.

14. Specific rules on the protection of minors and consumer information

To answer the consumer need for information on the content of the offered games, Kheops systematically reproduces the classification established by the PEGI system (Pan-European Game Information). For more information on PEGI ratings please visit <http://www.pegi.info/>.

15. Applicable law - Disputes

This contract is subject to French law. The language of this contract is the French language. In case of dispute with professionals and/or traders, the courts of Paris (France) will be qualified. In case of dispute, the French courts will have exclusive jurisdiction.