

END USER LICENSE AGREEMENT (EULA) – “Hidden Gem of Italy Ascoli Piceno”

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1.Introduction

This End User License Agreement (EULA) is a legally binding agreement between the end user (“User”) and Alesi Design (“Licensor”) regarding the use of the video game “Hidden Gem of Italy Ascoli Piceno,” developed using Unreal Engine (“Software”). By downloading, installing, or using the Software, the User agrees to be bound by the terms of this EULA. If the User does not agree to these terms, they must not download, install, or use the Software.

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The Software may include third-party components, tools, or content, including but not limited to game engines, libraries, assets, audio, or plugins, which are subject to separate licenses.

In particular, the Software is developed using Unreal Engine, which is subject to the terms and conditions of Epic Games.

Such third-party components remain the property of their respective owners and are licensed to the User under their respective terms. The User agrees to comply with all applicable third-party licenses.

The Licensor is not responsible for any third-party components or for any limitations, malfunctions, or obligations arising from their respective license terms.

6.No Data Collection

The Software does not collect, store, or transmit personal data. No analytics, logging, tracking, or telemetry systems are implemented.

7.Privacy and Data Protection (GDPR)

The Licensor complies with applicable data protection laws, including Regulation (EU) 2016/679 (GDPR).

The Software does not collect, store, or transmit personal data. No tracking, analytics, profiling, or telemetry systems are implemented.

Any technical data necessary for the functioning of the Software (such as local settings or save files) is stored exclusively on the User's device and is not transmitted to the Licensor.

If future versions of the Software include features involving the processing of personal data, such features will be subject to a separate and updated privacy policy in compliance with GDPR.

For any privacy-related inquiries or requests regarding this EULA, the User may contact the Licensor at: studio@alesidesign.com.

The User has the right to request information regarding the processing of personal data. In the absence of data collection, such requests will be limited to confirmation that no processing takes place.

8. Health and Safety Warnings and Age Limit

Use of the Software may cause eye strain, fatigue, dizziness, or discomfort, especially during prolonged sessions. Some users may be susceptible to epileptic seizures or visual disturbances when exposed to certain visual stimuli such as flashing lights or graphic effects.

The Software is not intended for use by children under the age of 13. Use by minors must be supervised by an adult.

The User agrees to use the Software in an appropriate environment, maintain a proper distance from the screen, play under adequate lighting conditions, and take regular breaks. The User must stop using the Software immediately if any discomfort or symptoms occur.

The User acknowledges that use of the Software is at their own risk and that the Licensor is not responsible for any health-related issues resulting from its use.

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The Software is provided "AS IS" and "AS AVAILABLE," without warranties of any kind, either express or implied, including, but not limited to, warranties of performance, reliability, compatibility, fitness for a particular purpose, or non-infringement.

To the maximum extent permitted by law, Alesi Design shall not be liable for any direct, indirect, incidental, special, or consequential damages arising from the use or inability to use the Software, including but not limited to data loss, hardware damage, or business interruption.

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The User agrees to indemnify and hold harmless Alesi Design from any claims, damages, liabilities, or expenses arising from improper use of the Software or violation of this EULA.

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The Licensor is not obligated to provide technical support, maintenance, updates, or assistance for the Software.

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The Licensor may update, modify, or discontinue the Software at any time without prior notice.

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This EULA is governed by Italian law. Any disputes shall be subject to the exclusive jurisdiction of the competent courts in Italy.

Before accessing the Software, the User must review and accept the terms of this End User License Agreement (EULA). By pressing the confirmation button, installing, launching, or using "Hidden Gem of Italy Ascoli Piceno," the User acknowledges that they have read, understood, and agreed to be bound by the terms of this EULA