

Emperor of the Fading Suns Enhanced

End User License Agreement (EULA) April 2024

Thank you for getting Emperor of the Fading Suns Enhanced (EFSe). It may seem weird, but you don't own the games you get via Steam - you have a license for it (the game EULA). However, we do our best to make this as much a benefit for both players and creators as possible. This EULA is a binding contract between you, Holistic Design Inc. (HDI), and our licensors/licensees.

We like to jump right into the game, but please take the time to read this EULA (especially the part on modding - our grognard lawyer friends think it is cool). By installing Emperor of the Fading Suns Enhanced, you are acknowledging that you have read this EULA and agree to it. If you do not, please stop installing and return the game. We hate to lose you as a player, but we don't want you to agree to something that does not work for you.

1. Limited Use License

EFSe software and any files provided with it (like the Map Editor), contain copyrighted materials, trade secrets and other proprietary material of HDI. EFSe is licensed to you for your use, and non-transferable, and cannot be sublicensed. The license is a non-exclusive limited license to install and use EFSe for yourself. Your continuing license to use EFSe is conditioned on your compliance with this EULA. If you violate any terms of this EULA, all your rights to use EFSe immediately end. HDI does not have to notify you prior to such termination. Once your license is terminated, you must uninstall EFSe and all of its components.

2. User Modifications and New Creations

The EFSe Map Editor and modding tools comes with EFSe. You can use these to make mods or create new content to be played in EFSe. You may not distribute or share these tools. Any new creations, mods or materials that you make for EFSe (collectively referred to as "Mods") are subject to the following restrictions:

[*]Your Mods must only work with the full, registered copy of EFSe, not independently or with any other software.

[*]Your Mods must not contain modifications to any executable file(s).

[*]Your Mods must not contain any sexually explicit, harmful, threatening, abusive, defamatory, obscene, hateful, racially or ethnically offensive imagery or libelous, defamatory, or other illegal material, material that is scandalous or invades the rights of privacy or publicity of any third party.

[*]Your Mods must not contain, or be used in conjunction with, any trademarks, copyright protected work, or other recognizable property of third parties without their written authority.

[*]Your Mods must not be used by you, or anyone else, for any commercial exploitation including, but not limited to in-game advertising, other advertising or marketing for any company, product or service.

[*]While we encourage folks to make Mods, we cannot provide support for your Mods. If distributed pursuant to this license, your Mods must include a statement to the effect that “Holistic Design Inc. is not responsible for this Mod, its content, or its usability. Holistic Design is unable to provide support for this Mod and makes no warranty for it.”

[*]Your Mods must be distributed for free. Neither you, nor any other person or party, may sell them to anyone, commercially exploit them in any way, or charge anyone for receiving or using them without prior written consent from HDI. You may exchange them at no charge among other end users.

[*]By creating mods for EFSe, or with its modding tools, you grant HDI a nonexclusive, perpetual, irrevocable license to use any content thus created. You also agree that HDI can sublicense your creation, and that other EFSe modders can use them freely in their own creations.

[*]The prohibitions and restrictions in this section apply to anyone in possession of EFSe or any Mods.[/list]

We love Mods, and made many of the enhancements to the game to help our modders. But HDI needs to retain all of ownership rights in EFS, EFSe and any works derived from EFS. We also want our modders to share what they develop with the community. Please make great things. Just remember that you do not gain any ownership whatsoever in any EFS content nor can you use any EFS content outside the scope of the rights granted here.

3. Commercial Exploitation.

You may not use EFSe, or any Mods created for or from EFS, for any commercial purposes without the prior written consent of HDI or its authorized licensees.

4. Restrictions

You can do a lot of things in EFSe, but there are a few things you may not do.

[list][*]You may not reverse engineer or derive source code based on the whole or any part of EFSe, in whole or in part.

[*]You may not export or re-export EFSe or any copy or adaptation in violation of any applicable laws or regulations; or

[*]You may not create data or executable programs that mimic data or functionality in EFSe.[/list]

5. Cheating and Abusive Behaviors

HDI has made multiplayer games since the 1990s, and we strongly encourage you not to play with anyone you think is cheating. Cheating is also a violation of this EULA. Hacking into the executable of EFSe or any EFSe is prohibited under this EULA. Playing under the rules of the game provides the best time for anyone.

We also will not tolerate anyone using EFSe or its forums to be continually or repeatedly abusive to other players. This includes, but is not limited to, racism, bigotry, sexism or any other forms of cyber bullying.

If we find you are a Cheater or Abusive, HDI will terminate this license.

6. Copyright.

All title, ownership rights and intellectual property rights in and to EFSe are owned by HDI or its licensors. EFSe is protected by national and international laws, copyright treaties and conventions and other laws. This Product may contain certain licensed materials and, in that event, HDI's licensors may protect their rights in the event of any violation of this Agreement.

7. Warranty Disclaimer

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FOR ANY PERSONAL INJURY, EVEN SELF INFLICTED INJURY, OR FOR ANY INTENTIONAL TORT COMMITTED BY YOU OR ANY OTHER PERSON WHO PLAYS OR OBSERVES SOMEONE ELSE PLAYING EFSe.

8. Controlling Law and Severability.

This license is governed by and construed in accordance with the laws of the State of Georgia, USA. Exclusive venue for all litigation shall be in DeKalb County, Georgia. If any provision of this EULA is determined to be unenforceable by a court or other tribunal of competent jurisdiction, such provision will be enforced to the maximum extent permissible and the remaining portions of this EULA will remain in full force and effect.

9. Complete Agreement.

This EULA constitutes the entire agreement between the parties with respect to the use of EFSe, Mods and other related materials and software. HDI reserves the right to modify the terms of this EULA from time to time.

10. Acceptance of Terms

By selecting the "I Agree" choice during the install and installing EFSe, you agree to all of the terms of this EULA.

People have been playing and enjoying Emperor of the Fading Suns for more than 25 years, and its EULA has not interfered with that. If anything, we believe it has helped by letting people know the framework in which they can create mods. Have fun with the game, and we look forward to hearing about your games and your own mods!