

END USER LICENCE AGREEMENT

PLEASE READ THIS END USER LICENCE AGREEMENT (this "Licence") CAREFULLY BEFORE USING THIS SOFTWARE. For purposes of this Licence, the term "software" shall mean the accompanying software itself and all images or data incorporated in the software and all related documentation and packaging (to the extent provided). By using this Software, you are agreeing to be bound by all terms of this Licence.

1. LICENCE

In consideration of payment of the Licence fee, which is a portion of the price you paid when you acquired this Software, or for other good and valuable consideration in the case of promotional Software, demonstration Software or Software updates, you hereby acknowledge that this Software is licenced (not sold) to you by Disney Interactive Studios, Inc. ("Publisher"). Publisher does not transfer title to the Software to you; this Licence shall not be considered a "sale" of the Software. You own the media on which the Software is recorded, but Publisher retains full and complete title to the Software on the media and the accompanying documentation, and all intellectual and industrial property rights therein. This non-exclusive and personal Licence gives you the right to use and display this copy of the Software. You must treat the Software like any other copyrighted material. You may not copy the Software or the written material accompanying the Software.

2. SOFTWARE RESTRICTIONS

The Software contains copyrighted material, trade secrets, and other proprietary material. You may not re-sell, decompile, reverse engineer, disassemble or otherwise reduce the Software to a human-perceivable form. Except as provided for in this Licence, you may not copy, modify, network, rent, lease, or otherwise distribute the Software; nor can you make the Software available by "bulletin boards," on-line services, remote dial-in, or network or telecommunications links of any kind; nor can you create derivative works or any other works that are based upon or derived from the Software in whole or in part. Within the terms of this Licence agreement, you may transfer all of the licence rights to the Software to another party, provided that the original media containing the Software, the related documentation, all copyright notices, and a copy of this Licence are transferred to that party, and provided that party reads and agrees to accept the terms and conditions of this Licence. If you transfer the Software, you may not retain any copies or elements of the Software for your own use. This Software is for your PERSONAL, NON-COMMERCIAL, and NON-GOVERNMENTAL use only.

3. RESTRICTIONS ON USE OF THE OUTPUT GENERATED BY THE SOFTWARE

A. Personal Licence/No Public Display. If the Software provides you with the ability to create, modify, print, send and/or save images or video clips containing Publisher's copyrighted characters or other copyrighted material, this Licence only allows you to use such images or video for your own PERSONAL enjoyment, and not for any commercial or governmental purpose whatsoever. Further, you may not sell or publicly display such images or video (or any material containing such images or video), which means, without limitation, that you are not permitted to (i) sell any material containing printed images generated by the Software, (ii) post or make available any such images or video on any publicly accessible websites, "bulletin boards" or FTP sites, (iii) publicly transmit or publish the images or video in any manner, or (iv) make such images or video accessible to others by means of networking or sharing applications. Without limiting the foregoing, you may not use images generated by the Software in connection with any advertising or promotional materials, whether for profit or not for profit. You agree further that you will preserve all copyright notices that the Software imbeds within the output of all images and video. If any such image (a) is solely created by you, and (b) does not contain or is not based upon Publisher's copyrighted characters or material, the restrictions in this Subsection 3(A) shall not apply.

B. Appropriate Use. This Licence does not authorise you to combine images containing Publisher's copyrighted characters or material with content that is not wholesome or that otherwise disparages Publisher or Publisher's copyrighted characters or material, including without limitation, content that (a) contains nudity, pornography or sexually explicit materials; (b) promotes or portrays violence; (c) promotes or portrays discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age; (d) promotes or portrays illegal activities; (e) promotes or portrays tobacco, alcohol, or gambling; (f) infringes any intellectual property rights of Publisher or any third party, or otherwise violates the rights of any third party; (g) contains material that is defamatory, fraudulent, or harassing to Publisher or any third party; (h) advocates the adoption or promotes the ideology of a specific religious or political viewpoint; or (i) is otherwise in conflict with The Walt Disney Company's image and reputation as a provider of family entertainment.

4. OWNERSHIP OF PROTECTED MATERIAL

This Software contains audiovisual material, including, without limitation, images, sound, music and characters, that are owned by or licensed to Publisher (collectively, the "Protected Material"). Further, the Software may allow you to create output containing the Protected Material. You acknowledge and agree that, as between you and Publisher, Publisher exclusively owns all copyrights, trademarks and all other present and future intellectual property rights in and to the Protected Material as such material appears in the Software and on or in any output generated by the Software. Your use of such Protected Material shall inure to Publisher's benefit. You shall neither acquire nor assert copyright or any other intellectual property rights in or to the Protected Material or in any derivation, adaptation, or variation thereof. Other than with respect to the Protected Material, Publisher claims no rights in or to any content created by you using the Software.

5. TERMINATION

Use of images generated by the Software for any purpose not specifically allowed by this Licence is a violation of this Licence, and may also violate Publisher's copyrights, trademarks and other proprietary rights, and will result in the immediate termination of this Licence, whether or not Publisher is aware of such violation or whether or not Publisher has notified you of such violation.

This Licence is effective until terminated by either party. You may terminate this Licence at any time by returning the Software to Publisher or destroying the Software and all related documentation and all copies and installations thereof, along with all output generated by the use of this Software. This Licence will terminate immediately without notice from Publisher if you fail to comply with any provision of this Licence. Upon termination, you must destroy or return to Publisher the Software and related documentation.

6. LIMITED WARRANTY AND DISCLAIMER

PUBLISHER WARRANTS THE MEDIA ON WHICH THE SOFTWARE IS RECORDED TO BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF PURCHASE AS EVIDENCED BY A COPY OF THE SALES RECEIPT OR PACKING SLIP. PUBLISHER'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WILL BE REPLACEMENT OF THE DEFECTIVE MEDIA OR REFUND OF THE PURCHASE PRICE (AT PUBLISHER'S ELECTION) UPON RETURN OF THE SOFTWARE TO PUBLISHER WITH A COPY OF YOUR PROOF OF PURCHASE. PUBLISHER WILL HAVE NO RESPONSIBILITY TO REPLACE ANY MEDIA DAMAGED BY ACCIDENT, ABUSE OR MISAPPLICATION. ANY IMPLIED WARRANTIES AND/OR CONDITIONS ON THE MEDIA, INCLUDING THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF PURCHASE OR DELIVERY. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SOFTWARE IS AT YOUR SOLE RISK. THE SOFTWARE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES AND/OR CONDITIONS

OF ANY KIND EITHER EXPRESS OR IMPLIED. PUBLISHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE AND RELATED DOCUMENTATION, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PUBLISHER DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. FURTHERMORE, PUBLISHER DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE AND RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. THE LIMITATIONS OF LIABILITIES DESCRIBED IN THIS SECTION ALSO APPLY TO THE THIRD PARTY SUPPLIERS OF MATERIALS USED IN THE SOFTWARE. NO ORAL OR WRITTEN INFORMATION OR ADVICE BY PUBLISHER OR AN AUTHORISED REPRESENTATIVE OF PUBLISHER SHALL CREATE WARRANTIES AND/OR CONDITIONS OR IN ANY WAY INCREASE THE SCOPE OF THIS LIMITED WARRANTY. YOU (AND NOT PUBLISHER) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

7. LIMITATION OF LIABILITY

Under no circumstances, including negligence, shall Publisher be liable for any indirect, incidental, special or consequential damages that result from the use of, or the inability to use, the software or related documentation, even if Publisher or an authorised representative of Publisher has been advised of the possibility of such damages. Some jurisdictions do not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you. In no event shall Publisher's total liability to you for all damages, losses, and causes of action (whether in contract, tort (including negligence) or otherwise) exceed the amount paid by you for the Software.

8. GOVERNING LAW AND SEVERABILITY

This Licence shall be governed by and construed in accordance with the laws of the European Union unless local jurisdictions invalidate choice of law provisions in which case local law applies. If any provision of this Licence shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Licence and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the subject matter herein and shall not be modified except in writing, signed by both parties.