

Summary of service:

- Metaboli offers a PC games download service, via the subscription to a games collection.

- In the way of trial periods the customer may use the service for a limited amount of time, for a limited cost, in this event it will be through a promotional code which has to be entered and validated prior to payment.

- Subscribers must have the necessary PC equipment and a high speed Internet connection. The Service requires the installation and the use of "Metaboli Player" (delivered under licence) which allows fast game downloads over a high speed internet connection, offers to do a system check of the user's PC for information purposes, and is an organisational tool to manage downloaded games on the User's hard drive(s).

- Access to the Service is via account (a login and password system). The User is allowed to login on only one PC at a time. The User is responsible for maintaining the confidentiality of their login and password.

- Metaboli works with numerous partners (Internet Service providers, Games editors, technology providers...) and we must follow all the legal obligations of Internet retail sites. Metaboli aims to provide a consistently working system, aside from malfunctions over which Metaboli has no control (efficacy of the User's Internet connection, the User's equipment and the User's hardware and software settings...)

- There is no minimum subscription period required. The User is free to cancel his/her subscription at any time, online in a few clicks. This is however respecting the constraints in article 6.3.

- In instances where the User has subscribed to a Metaboli Collection and has a hardware or software compatibility problem with a game, we ask the User choose a compatible game or upgrade his computer.

- By subscribing the User agrees to respect these rules of use and the Terms and conditions below. Please carefully read the following before using the Service.

- In subscribing to this Service by clicking on the "Validate" button, the User fully agrees to accept the Terms and Conditions, which is applicable to all users and uses of the Service.

We have tried to make these Terms and Conditions as clear and precise as possible: for any questions concerning the present contractual terms and conditions, please contact us at:

support@metaboli.co.uk

If, once you have obtained specific information, you find one of the clauses below unacceptable, we ask you not to subscribe to the Service.

1. Definitions

'You', 'Your', 'Subscriber', 'Subscribers', 'their', 'User' 'He/She' means the individual seeking to subscribe services from us via our website.

'Service', 'Services' means the services supplied by us to you in relation to these terms and conditions.

'Subscription' means the agreement that you will pay for our services by signing-up and registering your credit/debit card details via our website. By signing up for our subscription, we agree to provide services to you in accordance with these terms and conditions.

'Site', 'Website' means the website operated by us at the following address www.metaboli.co.uk

2. About Metaboli

Metaboli is the European leader in downloadable game collection rental. Thanks to our success in France, we are now going Europe wide with our unique gaming solutions. All current company information is available on the "The Company" section on this site.

Metaboli SA – 27, rue de la ville l'évêque - 75008 Paris - FRANCE - support@metaboli.co.uk

3. Aim of the service, available areas

In return for the payment of the subscription fee, the Service allows the User to access certain PC games, at will, from a distance via a high speed internet (e.g. Broadband) connection. It also offers game information, articles and manuals, competitions, online communication and to be part of a community of gamers. Due to licensing agreements only people living in the UK may subscribe to the Service. Due to taxation and licensing reasons, only non-business customers may subscribe to the service.

4. Conditions for subscribing to the Service - Subscription, account, and identification

When validating his/her subscription to one of our collections, the User must fill in the proposed form to create his/her account (login, password, age, email address and registration or not to the newsletter). Once the User has paid, he/she will then be able to download from the Metaboli servers the necessary elements for playing the games he/she is entitled to depending on his/her choice of collection.

In filling in this form the User accepts that the subscription and the access to

their account depend upon the information given at the time of subscription and Metaboli's ability in identifying and charging the User.

Being aware of this, the User certifies that the information they have given is true, accurate, current and complete (updating as necessary).

In case of modifications to the personal information between subscriptions, the User must correct the incorrect information and click on the "Modify" or "Change" button to confirm the changes.

When the User uses the Service, he/she agrees to follow the instructions given, in the interests of the quality of the Service offered.

5. Pre-requisites: Computer equipment required to access the Service

The Service is accessible from any PC equipped with Windows ® XP and Vista in their 32 bit version. You need a minimum system of a 1.4 GHz processor, (Intel Pentium and AMD type) and 512 megabytes (Mb) of RAM. Integrated graphic chipsets that can usually be found in laptops are not recommended.

This PC must be connected to the Internet via a high speed internet connection (e.g. Broadband).

For running games the PC used must comply to the minimum system requirements for each game as put forward by the game's editor.

In order to help the User, Metaboli offers information on the compatibility of certain components of the User's computer for the games offered (this requires the installation of "Metaboli Player").

Use of EXETENDER® software. The Service requires the download and the use of the EXETENDER® software (Metaboli Player) allowing for the management of the game data required. This software is the property of EXENT Technologies and is protected by International laws on author rights, by the conventions and international treaties on author rights and any other applicable law. It is offered to the User by the present licensing contract giving limited and non-exclusive rights to use one (1) copy of the software on one (1) home or laptop computer. According to the present contract, the User is not allowed to copy, modify, extract source code, decompile, create a derived product, nor remove any identification of the name or the creators of the software, in parts or as a whole. The user is permitted to use the software solely for his personal use and does not have the right to: sell, transfer, rent or give the software to a third party. When Metaboli offers new software, the User is asked to use the most recent version for Services purposes. The software is given under a licensing contract and is in no way sold.

6. Offered formulas: Subscription (unlimited collections)

6.1 Subscription formulas (Games collections)

Metaboli offers 2 different collections: The Ultimate Collection and the Essential

Collection.

Length of the subscription / termination: the period of subscription is one (1) initial month renewed by tacit agreement over monthly periods. The User can freely terminate the contract as long as he notifies Metaboli of the termination as explained in article 6.3.

Price of the subscription: The prices of the two Collections proposed on the site are priced at the price shown on the site at the day of subscription.

Modification of the prices: The prices are set by Metaboli. Metaboli are required to inform the User at least one (1) month before the subscription renewal date, the modification of the price will only take effect for the new monthly fee. The Collections will therefore be charged on the basis of the price given at the time of subscription, then on the date of subscription renewal.

6.2 Trial Offers

Metaboli reserve the right to propose a Trial period (for a limited time described on the site) for a small cost.

The games from the collection proposed by the trial are offered in open access during the trial period. The user may abandon the trial at any time during the limited time period stated incurring no extra cost when doing so. However if the User does not cancel his/her subscription before the end of the trial period the User will be automatically subscribed to the collection concerned, payment will be automatically taken accordingly and the User is confined to the conditions as stated in article 6.1. To cancel the User must therefore cancel as a regular subscriber would cancel, following the conditions stated in article 6.3. Each User can subscribe to the trial period offered once only (counting one offer per PC).

6.3 Cancellation of a collection subscription or a trial

The User can cancel for any reason; at any time his/her subscription to a Collection or a trial period. Cancellation is carried out online in a few mouse clicks by filling in the form to this effect on the site. If the User cancels his/her subscription during the trial period (the seven days for the “seven days for a pound” offer), the online cancellation is effective immediately. If the User cancels his/her subscription to a Collection outside of the Trial period the cancellation must be carried out online a minimum of 48hrs before the subscription renewal date. This delay is in place to ensure that the cancellation has taken effect prior to the bank taking payment for the Collection. If the User cancels his/her subscription less than 48hrs before the subscription renewal date he/she runs the risk that the cancellation will not be effective before the following renewal date, the payment for that month will be automatically debited from their account and the Collection/Subscription will remain open until the following renewal date when the cancellation will take effect.

7. Payment

Payment for the various Services offered is carried out online by credit or debit

card (Visa or Master Card) via a Bank secured site. No data is transmitted or stored by Metaboli or on the Metaboli site.

Payment is secure thanks to:

- SSL (Secure Sockets Layer) encryption technology encrypting the information during transmission;
- the Encrypting functions of the User's navigator (Explorer or Netscape);
- SP Plus secured online payment system allowing a direct connection of the computer to a Credit Card centre for payment authorisation.
- Transaction is then performed according to the security norms of the banking system.

The User's bank account/Credit card details are never given to Metaboli. In order to fight against Internet fraud, Metaboli records the IP address and the date and time of transactions. This unique identification contractually engages you. If you are not a fraudster, this information will remain confidential. The payment is carried out upon the subscription of the User to one of the Collections, that's to say, pre-payment. Payment is carried out in Pounds sterling. Once the payment has been made, the Service is then offered to the User. In the occurrence of a payment problem, Metaboli reserves the right to suspend all uses of the current and coming Service to the User until the problem has been resolved. Any attempts at fraud, for whatever the amount, will lead to prosecution during which all the data on the User concerned will be transmitted to the relevant authorities.

8. User obligations and code of conduct

8.1 Conformation of Use

The User is allowed to use the service for his sole and personal use. It is forbidden to use the Metaboli service for professional, commercial and promotional aims. Metaboli can in no way be held reliable for a non-conform use of the Service.

8.2 Confidentiality of the user

The User is solely responsible for the use of his/her Metaboli identification (login, password).

The User is the sole person accountable for any connection to the Service or transmission of data made under his identity, notably if the User has pre-saved his profile on his computer to automatically access the Service.

The User must maintain the confidentiality of his password and login or any other confidential information on the Service.

If Metaboli discovers the illegal use of personal Metaboli logins and passwords (for instance; when two people are connected on different PCs at the same time with only one login and password), Metaboli reserves the right to suspend the Service for one (1) month without liability.

In the occasion of repeated illegal use, Metaboli reserves the right to terminate

the Service and bar the User concerned from the Service.

If the User's Metaboli Login or password have been stolen or lost, the User is obliged to notify Metaboli without delay, by an email to the following address: support@metaboli.co.uk.

8.3 Respect of the applicable Internet laws

The user cannot, in any way, perform illicit activities that may result in harm to Metaboli or any third party, these activities include, among others: to say, post, distribute or broadcast, documents, information or words that would be defamatory, obscene, violent, threatening, harmful, leading to hate, discrimination, prostitution, consumption of illicit substances, harming the right to private data, the respect of the human person and dignity, the equality between sexes, the protection of children and youth, encourage crimes, transmitting files with bugs or altered information, erasing all copyrights or any other property marks, use the Service in a way that alters the access for other users, transmitting information or documents for commercial aims, hack, or trying to use in an illicit way the information offered by the service.

Generally, the User agrees to refrain from any illicit acts aimed at disrupting or harming the Service and/or Metaboli and/or any other party.

8.4 Copyrights

All the software, information, games, names, commercial names, product brands, inventions, and generally all creations available through the Service, remain the exclusive property of their copyrights respective owners, that is to say, Metaboli, Exent Technology, the games editors concerned and any other copyright owners. All the programs, games, services functionalities are only licensed and not sold. This license is not a reserved property right. According to this licence, the User is not allowed to copy, photocopy, reproduce, translate, extract the source code, modify, de-assemble, decompile, create derived products inspired from programs, games, service or functionality, nor remove any owner's name or identification without previous written agreement.

The Use of the service is authorised for a personal use and does not allow the User to:

- sell, transfer reproductions, rent or give programs, games, service or functionalities.
- exploit the programs, games, services or functionalities or any of their elements in a public place, notably cyber-café or video arcades.
- host or provide the programs, games, services or multiplayer functionalities for any online or offline use without prior signed agreement.

8.5 Uses and Internet

The User confirms having understood:

- his/her Internet specificities and the limitations in place upon it due to contractual agreements with his/her Internet provider,
- that it is up to the User to take all necessary and appropriate measures to protect the data located on his computer from virus (Trojan, spyware etc.) contamination that could be introduced by a third party via the Internet,

- the community of Internet users has developed a code of conduct (Netiquette) which he/she agrees to respect, and of which violation could lead to exclusion from the Service. The User accepts that Metaboli cannot be held responsible for any or the several elements mentioned above.

9. Suspension / Termination of the service Metaboli reserves the right to suspend, or even terminate the User's access to the Service, in cases when the User does not respect one or more Conditions stated in this contract.

10. Metaboli's liability and guarantee

10.1 Continuity of the Service

Metaboli cannot guarantee the transfer rates nor the response times for information that is independent of the Service as these problems may be due to inherent problems of the internet or the fault of a third party (e.g. internet service providers).

As the Service functions on a User managed computer, Metaboli cannot be held responsible for problems in the Service due to the User's computer equipment.

Metaboli cannot be held responsible for the reliability of information transmission, access time, and potential restriction to the Service, aside from the part of the Service Metaboli is responsible for, and except for short-time interruptions due to maintenance, reinforcement or repairing and extension or improvement to the service.

The User agrees that Metaboli cannot be held responsible for any damages, be they physical or mental, direct or indirect.

10.2 Accessible information

Metaboli cannot, under any circumstances, be held responsible for the information available that is not published by Metaboli, this covers all requested data transferred or put online by the User, and generally, all information read by the User over which Metaboli has no editorial control.

Metaboli also deny any responsibility in terms of compatibility, reliability, functioning, of programs others than those developed and provided by Metaboli in the case of an abusive use of the Service following the loss or theft of login and password, or more generally, the use of the Service by a non-authorized person.

The British Service is only offered within the UK, and Metaboli will not be held responsible for any use of the British Service outside of the UK.

10.3 Service installation

Metaboli offer a Service that has been tested and that is compatible with all the major computer equipment used to connect to the Internet and play the game software. Metaboli cannot under any circumstance be held responsible for potential difficulties to connect to the Service, as it largely depends on third party equipment and services (computers manufacturers, software editors,

internet service providers...).

Metaboli cannot be held responsible in the case of disappearance, loss, damage or alteration to the previously mentioned equipment.

It is agreed that should Metaboli be liable, the User cannot reclaim more than a single refund of his/her fees, or the replacement of the incompatible games by others of the same genre and within the same price level.

11. Modifications of the General Terms and Conditions (except for the Collection prices, as stated in article 6)

The user is informed that Metaboli has the right to change at any time the General Terms and Conditions, as long as they are altered on the document available online and that the User is informed in advance via email.

12. Termination

The contract can be terminated by Metaboli, without notice and with no compensation to the User if:

- the User acts contrary to the legal dispositions
- if the user fails to respect one or more rules stated by the present General Terms and Conditions
- if the Service is terminated, notably if the termination is due to a Public Authority decision, a jurisdiction, or any other legal disposition directly or indirectly imposing the termination of the Service

13. Respect of the data protection act

The Data Protection Act 1998 provides the legal framework that defines how personal information can be used.

Metaboli Privacy Statement

Metaboli is fully committed to compliance with the Data Protection Act 1998. The following principles will be applied when we handle your personal information:

- Your personal information is only used with your knowledge
- Only information that we actually need is collected
- Your personal information is only seen by those who need it to do their jobs
- We will not pass your personal information on to any other organisation without your agreement unless required to do so by the law
- Personal information is retained only for as long as it is required
- We will, where necessary, keep your information up to date

- Your information will be protected from unauthorised or accidental disclosure
- We will provide you with a copy of your personal information on request
- Inaccurate or misleading data will be corrected as soon as possible

These principles apply whether we hold your information on paper or in electronic form.

The User may be asked if he/she would like to be added to the mailing lists of our partners in the case of acceptance the User's details may be passed on to a third party.

During the use of the Service, some statistical information is gathered and transmitted to our partners (game, time of use, Collection chosen...) but this information does not contain any nominative information about the User, this information is used to assess our service and the average hardware and software capabilities of our subscribers.

A User may request his personal data stored by Metaboli at any time.

To do so, please write to Metaboli at the postal address mentioned in article 2.

14. 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.

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

To answer the consumer need for information on the content of the offered games, Metaboli systematically reproduces the classification established by the PEGI system (Pan-European Game Information).

This system is the first Pan-European system for the evaluation of electronic and video games according to the age of the player.

PEGI gives the parents, the buyers and the online consumers the certainty that

the content of the game does correspond to a specific age group.

The persons who have the parental liability of the under-age are hereby informed and keep their individual liberty to choose among all the contents offered.

The Service also allows the parents to create sub-account granting access according to the age (on the site, sub-account menu).

16. Various

Metaboli reserves the right to sell, transfer or bring in a third party for whatever reason whilst following the obligations of the present contract. If one of any of the dispositions stated in the present contract is taken as null or without object, it will be considered as not written and will not lead to the nullity of other stipulations.

THE USER DECLARES THAT HE/SHE HAS READ AND UNDERSTOOD THESE GENERAL TERMS AND CONDITION OF USE, HE/SHE HAS UNDERSTOOD ALL OF THE TERMS AND CONDITIONS AND THAT HE/SHE IS COMMITTED TO RESPECT THEM. FOR ANY QUESTIONS, PLEASE CONTACT US AT THE FOLLOWING ADDRESS: support@metaboli.co.uk
THANK YOU FOR YOUR TRUST AND HAPPY GAMING.