

**ModTheSims3 (MTS3)
TERMS AND CONDITIONS**

**MODTHESIMS3.ORG
LAST UPDATED AUGUST 2009**

Welcome to the ModTheSims3.org, a modding community based around The Sims 3™ from EA Games, a division of Electronic Arts Inc.

Before continuing, please note that we are not affiliated, endorsed by nor associated in any way with Electronic Arts, or its licensors. All original game content and materials remain copyrighted to Electronic Arts Inc. and its licensors. Trademarks are the property of their respective owners. We are also not affiliated in any way with ModTheSims.info.

The following are the Terms and Conditions that govern your use of the website and the forum and any services associated as such. These Terms should be read in accordance with the Privacy Policy with regard to protection of the User's privacy.

1) USE OF THE WEBSITE

1.1 The site name, banner/logo or any content on this website may not be used in any way without express consent the of website owners (Paul Cuthbertson & Angus Ireland).

1.2 By using the website and services, you agree that you will only use any downloaded content in accordance with supplied licenses. Should no license be provided, the following license applies:

You may only use the downloaded content for your own, personal and domestic/non-commercial use. Content remains the property of its creator and/or distributor.

1.3 You agree to use this website only for lawful and proper purposes, and in an appropriate manner that does not restrict or limit the rights or enjoyment of the website of any other person or entity.

1.4 This website, including all content, whether relating to The Sims 3 or is viewed at the user's own risk. MTS3 will not be liable for any loss or damage that may affect you or your computer or related systems. MTS3 reserves the right to make changes to this website or services provided by MTS3 at any time.

1.5 Other than where clearly specified, MTS3 have no legal or other relationship between MTS3 and you or any third party. If any of these terms and conditions should be determined by the magistrates courts to be illegal, invalid or otherwise unenforceable by reason of law, then to the extent and within the jurisdiction which that term or condition is found to be illegal, invalid or unenforceable, it shall be deleted and the remaining terms and conditions shall survive and shall continue to be binding and enforceable. If these terms and conditions are not accepted in full, the use of this website and services provided must be terminated immediately. Any continued use of this website shall be deemed acceptance by you of these Terms and Conditions.

1.6 This site may contain links to 3rd Party content aimed at users over the age of 18 (including, but not limited to Alcoholic Beverages and Adult Content). MTS3 accept no liability for the content on such external websites, and accept no responsibility for ensuring you are over 18 and located in a Country where the content on said 3rd Party

sites is legal, where appropriate. We accept no liability to you for any loss or damage suffered by you as a result of visiting any site that is controlled by a 3rd Party from this website to the extent permitted by law. MTS3 accept no responsibility for any rude and/or defamatory and/or illegal words/images/links on any adverts by BidVertiser, our chosen advert provider.

1.8 MTS3 reserves the right to change these terms and conditions at any time with immediate effect and in retrospect, with or without notification to the User. MTS3 also reserves the right to permanently or temporarily ban you from the website and remove your rights to use content without notice.

[END OF SECTION 1]

2) USE OF THE "FORUM" SERVICE

2.1 You (the "User") are permitted by the MTS3 Forum to access and use the Forum and any extension or replacement (the "Forum") subject to these Terms and Conditions. Only the Website Owners (Paul Cuthbertson & Angus Ireland) have the right to update the Terms and Conditions contained within this document, with or without notice to you as set out in Term 1.8.

2.2 To post content on this service, you are required to register as an authorised user on the Forum. You must provide us with accurate and complete registration information and it is your responsibility to inform us of any changes to that information.

2.3 You are responsible for the secure and proper use of all your usernames and passwords used in connection with the Forum and must take all necessary steps to ensure they are kept confidential, secure, used properly and not disclosed to unauthorised people. You are responsible for all activities that occur under your account. You must inform us immediately if there is any reason to believe that your username or password has, or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way.

2.4 If you forget or lose a password or username you must let us know and satisfy such security checks as we may operate. We reserve the right to suspend username and password access to the Forum and the service if at any time we consider that there is, or is likely to be a breach of security. We reserve the right, at our discretion, to require you to change any or all of the passwords used by you in connection with the Forum, and to change them ourselves. You must inform us immediately of any changes to the information you supplied when registering on the Forum except "forgot password" changes. (Unless under instruction from an Administrator).

2.5 The service does not include the provision of computer or other equipment. To use this service you require Internet connectivity and appropriate telecommunication links. We shall not be liable for any telephone or other costs that you may incur by using our service.

2.6 This Forum is for the User's personal and non-commercial use only, and the User agrees to use the Forum in a manner consistent with all applicable laws and regulations which may apply to the User's use of the Forum, in particular Board Rules and Copyright laws.

2.7 The User may not seek to obtain unauthorised access to any other computer systems or database records, including but not limited to those of MTS3's Webhost(s) and/or partners of MTS3. You also agree not to abuse any computer equipment that is the property of any of the above named person(s).

2.8 This Forum has been designed for use only on the service. The Software is licensed for use on the service only. MTS3 does not grant you a licence to use the Software for any other purpose. You agree to use the Forum only on the service and not through any other means. You further agree not to create or provide any other means through which others may use the Forum, for example, through server emulators. You may not reverse engineer, decompile or disassemble

the Software, including any proprietary communications protocol used by the Software.

2.9 You agree to indemnify and hold MTS3 and its subsidiaries, affiliates, parents and partners, Members, Moderators and Administrators, or other parties ("Indemnified Parties"), and all other related person(s), blameless from any claim or demand, including reasonable legal costs made by any third party due to or arising out of any breach by you of these Terms.

2.10 All content downloaded from MTS3 to your computer system remains property of the website and the Forum or its parents or subsidiaries. This content is protected by international copyright and intellectual property laws.

[END OF SECTION 2]

3) USE OF THE "EXTRAS" ON THE "FORUM" SERVICE

3.1 The Forum may contain an instant chat service (the "Chat Room") and message boards (the "Message Boards") to which Users may submit messages for publication. The User agrees to stick to the Board Rules when posting. In particular, but without limitation, you agree that when using the Chat Room and Message Boards, you will not:

- 3.1.1 Use the Chat Room and Message Boards in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise);
- 3.1.2 Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity and copyright) of others;
- 3.1.3 Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information;
- 3.1.4 Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents to do the same;
- 3.1.5 Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
- 3.1.6 Advertise or offer to sell or buy any goods or services for any business purpose except in areas designated as suitable for such content;
- 3.1.7 Download any file posted by another user of a Chat Room or Message Board that you know, or reasonably should know, cannot be legally distributed in such manner;
- 3.1.8 Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded except for those that are untrue;
- 3.1.9 Restrict or inhibit any other user from using and enjoying the Chat Room and Message Boards, except in the case of breach of these terms or the board rules where permission has been granted for you to do so;
- 3.1.10 Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service;
- 3.1.11 Harvest or otherwise collect Personal Data (as defined below) about others, including email addresses and personal addresses;
- 3.1.12 Violate any applicable laws or regulations;
- 3.1.13 Create a false identity, or impersonate any person or entity, for the purpose of misleading others;
- 3.1.14 Forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Service;

3.1.15 Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Forum or other user or usage information or any portion thereof without the permission of ALL the involved parties including Administrators and Moderators.

Failure to comply with the above terms places all accountability for losses, liabilities, costs and expenses related to claims against your breach of these terms on you.

3.2.2 You will indemnify Us against all losses, liabilities, costs and expenses reasonably suffered or incurred by Us, all damages awarded against Us under any judgment by a court of competent jurisdiction and all settlements sums paid by MTS3 as a result of any settlement agreed by Us arising from our or in connection with:

- (a) any claim by any third party that the use of the Service by you is defamatory, offensive or abusive, or of an obscene or pornographic nature, or is illegal or constitutes a breach of any applicable law, regulation or code of practice;
- (b) any claim by any third party that the use of the Service by you infringes that third party's copyright or other intellectual property rights of whatever nature; and
- (c) any fines or penalties imposed by any regulatory, advertising or trading body or authority in connection with the use of the Service by you.

3.3 MTS3 reserves the right at all times to disclose any information it deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post, or to remove any information or materials, in whole or in part, at its discretion.

3.4 Electronic Arts Inc. do not control or endorse the content, messages or information found on the Forum and, therefore, specifically disclaim any liability with regard to the Chat Room and Message Boards and any actions resulting from the User's participation in the Chat Room and Message Boards.

3.5 Materials uploaded to the Chat Room and Message Boards may be subject to limitations on usage, reproduction and/or dissemination; you are responsible for adhering to such limitations if you download the materials.

3.6 You may not pretend to be someone else, whether a real person, or a nonexistent person. Anyone found doing this may be PERMANENTLY BANNED from the Forum and the website!

[END OF SECTION 3]

4) USE OF THE "MOD CENTER" SERVICE

4.1 You (the "User") are permitted by MTS3 to access and use the Mod Center and any extension or replacement (the "Mod Center") subject to these Terms and Conditions. Only the Website Owners (Paul Cuthbertson & Angus Ireland) have the right to update the Terms and Conditions contained within this document, with or without notice to you as set out in Term 1.8.

4.2 To post content on this service, you are not required to register as an authorised user. However, not that personally identifiable information may be collected, whether or not by accident, including but not limited to your name, email address and Internet Protocol (IP) Address. We collect this information to keep the website secure, as set out in our privacy policy.

4.3 You are responsible for the secure and proper use of all your uploads, and are responsible for ensuring any content is used properly and no used in an unauthorised manner. You may be responsible for all activities that occur due to content you provide. You must inform us immediately if there is any reason to believe that your content has, or is likely to be used or is being used in an unauthorised manner.

4.4 If you forget or lose a link to your content, we reserve the right to deny requests to recover the link to said content. We reserve the right to suspend access to the content and indeed the Service if at any time we consider that there is, or is likely to be a breach of security. We reserve the right, at our discretion, to require you to change any or all of the data used by you in connection with the Mod Center, and to change them ourselves. You must inform us immediately of any changes to the information you supplied when adding content to the Mod Center (Unless under instruction from an Administrator).

4.5 The service does not include the provision of computer or other equipment. To use this service you require Internet connectivity and appropriate telecommunication links. We shall not be liable for any telephone or other costs that you may incur by using our service.

4.6 This Mod Center is for the User's personal and non-commercial use only, and the User agrees to use the Mod Center in a manner consistent with all applicable laws and regulations which may apply to the User's use of the Mod Center, in particular Software License Agreements and Copyright laws.

4.7 The User may not seek to obtain unauthorised access to any other computer systems or database records, including but not limited to those of MTS3's Webhost(s) and/or partners of MTS3. You also agree not to abuse any computer equipment that is the property of any of the above named person(s).

4.8 This Mod Center has been designed for use only on the service. The Software is licensed for use on the service only. MTS3 does not grant you a licence to use the Software for any other purpose. You agree to use the Mod Center only on the service and not through any other means. You further agree not to create or provide any other means through which others may use the Mod Center, for example, through server emulators. You may not reverse engineer, decompile or

disassemble the Software, including any proprietary communications protocol used by the Software.

4.9 While the Mod Center is for use only on the service, the license for such use is non-exclusive. All rights are reserved by Angus Ireland (the creator of the Mod Center software), and the use of, copying, adaptation (including compiling and running) the source code behind the Mod Center is licensable only by Angus Ireland. The License holders (MTS3) are granted a license whereby the only legal use of the Mod Center is in the current form on the MTS3 server for use by the Users until such a time as the creator (Angus Ireland) deems it suitable that the license should be revoked.

4.10 You agree to indemnify and hold MTS3 and its subsidiaries, affiliates, parents and partners, Members, Moderators and Administrators, or other parties ("Indemnified Parties"), and all other related person(s), blameless from any claim or demand, including reasonable legal costs made by any third party due to or arising out of any breach by you of these Terms.

4.11 All content downloaded from MTS3 to your computer system remains property of the Service or its parents or subsidiaries, or where appropriate its creator and/or distributor. This content is protected by international copyright and intellectual property laws.

[END OF SECTION 4]

5) EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY

5.1 The Service may contain material in the form of information that we believe comes from reliable sources. However, we accept no responsibility for, nor does it warrant, the accuracy of such material.

5.2 MTS3 give no warranty that the contents of the Service and the Software and other services available from ModTheSims3 are free from error, interruption of the Service, infection by viruses or anything else that has contaminating or destructive properties and the above named parties accept no liability in respect thereof.

5.3 The information on the Service is updated from time to time. However, MTS3 hereby excludes any warranties (whether expressed or implied), as to the quality, accuracy, efficacy, completeness, performance, fitness for a particular purpose of the Service or any of its contents. While the Service is being updated it may show notices that parts are closed. We accept no responsibility for any data lost by encountering these notices.

5.4 To the full extent permitted by law, the User agrees that MTS3 will not be liable for any damages (including, without limitation, damages for any indirect or consequential or exemplary loss, including but not limited to loss of business opportunities, data, goodwill, projects, or profits) howsoever arising and whether in contract, tort or otherwise from the use of, or inability to use, the Service, or any of its contents and materials, or from any action or omission taken as a result of using the Service or any such contents, or any other matter relating to the Service.

5.5 In any event the User agrees that the liability of MTS3 and/or its parent companies' and/or subsidiary companies for all damages and losses (including negligence) shall not in any circumstances exceed the amount paid by you, if any, for accessing the Service.

5.6 Your use of the Service is at your sole risk.

[END OF SECTION 5]

6) THIRD PARTIES

6.1 The User acknowledges that certain links on the Service lead to resources located on servers maintained by independent third parties who MTS3 may or may not endorse and over whom MTS3 may or may not have control and accordingly accept no responsibility or liability for any of the material contained on those servers; nor do they accept responsibility for the availability of such external sites or resources. You agree and acknowledge that you are solely responsible for evaluating any goods or services offered by us or by third parties via the Service and that we will not be party to or in any way responsible for any transactions between you and third parties.

6.2 The links to other Services may send "cookies" or solicit personal information and as we have no control over these Services we accept no responsibility for their actions.

6.3 Where part of the Service contains advertising and other material submitted to us by third parties please note that those advertisers are responsible for ensuring that material submitted for inclusion on the Services complies with all legal requirements. We do not accept liability in respect of any such advertisements.

[END OF SECTION 6]

7) GENERAL PRACTICES REGARDING USE AND STORAGE

You acknowledge that MTS3 may establish general practices and limits concerning use of the Service, including without limitation: the maximum number of days that messages or other uploaded Content will be retained by the Service, the maximum number of messages that may be sent from or received by an account on the Service, the maximum size of any message that may be sent from or received by an account on the Service, the maximum disk space that will be allotted on MTS3 servers on your behalf, and the maximum number of times, and the maximum duration for which, you may access the Service in a given period of time.

[END OF SECTION 7]

8) SOFTWARE LICENCE

8.1 MTS3 and/or Users of MTS3 may make available certain software (the "Software") which you may need to download from the Service. Any material downloaded or otherwise obtained through the use of the Service is acquired at your own discretion and risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material. The Software may contain proprietary and confidential information and is protected by applicable intellectual property, copyright, and other laws and may only be used subject to the terms of the end user licence agreement which accompanies or is included with the Software ("Licence Agreement") and which also identifies the proprietor of the Software (the "Proprietor"). Should no license be provided, then the following license applies:

You may only use the downloaded content for your own, personal and domestic/non-commercial use. Content remains the property of its creator and/or distributor.

8.2 The copying, reproduction, modification, and creation of derivative works of the Software to any other server or location for further reproduction, redistribution, selling, loaning, leasing, renting is expressly prohibited except as permitted under the terms of the relative Licence Agreement.

8.3 MTS3 gives no warranty in relation to the Software. The User may rely only on such warrants provided by the Proprietor in the License Agreement.

[END OF SECTION 8]

9) SERVICES SUBJECT TO A CHARGE

9.1 MTS3 may offer enhanced services (the "Enhanced Services') through the Service that are subject to additional charges. We accept no responsibility for any items purchased which are not received

9.2 All items purchased from the Service are held on our servers and may be accessed by the User subject always to these and all related Terms and Conditions. They cannot be downloaded to the User's computer without permission.

9.3 MTS3 may from time to time withdraw additional Enhanced Services or make certain Enhanced Services available without notice. These Enhanced Services may be subject to change.

9.4 The method of payment for the Enhanced Services shall be at the sole discretion of MTS3.

9.5 Access to the Service has been designated as "free" to use, however this access is not a right. Access may be withdrawn with or without notice at any time.

9.6 Users may be permitted to make monetary donations to the Service. These donations are non-refundable and MTS3 do not have to disclose what these donations are used for.

[END OF SECTION 9]

10) DATA PROTECTION

The information that you provide about yourself to us will only be used in accordance with our Privacy Policy. Such Privacy Policy does not apply to Services operated by third parties.

[END OF SECTION 10]

APPENDIX A) DEFINITION OF TERMS

- A.1 In these terms, except where the context requires otherwise,
- A.1.1 "MTS3" and/or "ModTheSims3" may refer to the Services (as described below), the Owners (as described below), the Staff (as described below) or any related computer equipment and/or networking equipment and/or any data controlled by the Owners and/or Staff.
- A.1.2 "Personal Data" shall mean any data supplied by the User which relates to a living individual who can be identified from that data and other information which is in the possession of or is likely to come into the possession of MTS3.
- A.1.3 "User" shall mean any visitor to the MTS3 services including you.
- A.1.4 "Staff", "Moderator" ("Mod", "Global Moderator") and "Administrator" ("Admin") refer to anyone who works for MTS3, ensure the Service runs smoothly and has legitimate control over the systems respectively. Any Staff member can also be classed as a Moderator, Administrator or Both.
- A.1.5 "Owners" shall refer to either one or both of Paul Cuthbertson and/or Angus Ireland.
- A.1.5 "Service" and/or "Services" shall refer to any service provided to Users by MTS3, except where otherwise denoted (e.g. as "3rd Party" etc)
- A.2 All Other Terms should have been described in their contexts in the main Terms and Conditions.

APPENDIX B) CHOICE OF LAW AND JURISDICTION

These Terms shall be governed by and construed in accordance with the laws of the United Kingdom, or where laws differ across the United Kingdom the laws of Scotland, and when appropriate by the laws of other countries outside of the United Kingdom and the parties hereby irrevocably agree that MTS3 shall have exclusive jurisdiction and choice of where jurisdiction shall take place to determine any matter or dispute in connection with or arising out of the Service and these Terms.

APPENDIX C) COMPLAINTS AND QUERIES

All Complaints and queries about the terms and conditions or the Service should be sent via Email to both of the following Email addresses:

admin@modthesims3.org;

webmonkey@modthesims3.org;

Should no suitable response be received from either of these addresses, a formal notice should be sent to both the above addresses for information on making complaints about the service to further parties.

[END OF APPENDIXES]

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[END OF TERMS AND CONDITIONS]