

The following terms and conditions (“Terms”) apply to any map that you submit or make available for Distribution via the Network. By accepting these terms (or submitting your map to the Intralism Steam Workshop) you agree and accept these Terms.

Short Terms:

Violating this will get your submission banned. It will only be viewable by you:

- **Your submission must not violate [Steam Subscriber Agreement](#).**
- **Your submission must not contain offensive content.** (e.g. racism, gore)
- **Your submission must not contain pornographic content.**
- **You must be the owner of uploaded submission.**

Violating these will get your submission incompatible. It will be viewable by you and your friends:

- **Do not use unlicensed music** - Try to avoid copyright infringement and always leave copyrights for music in the description
- **Do not upload bad quality maps** - Maps with bad timing or without synchronization with music will be marked as incompatible by a moderator. More info about moderation: <http://steamcommunity.com/app/513510/discussions/1/1369506834142229553/>
- **Do not upload broken maps** - Erroring maps will be removed.
- **Do not upload malicious code** - All maps containing any sort of exploit or backdoor will be removed.
- **Do not reupload newer versions of your maps** - Update the old one, don't upload a new one. Duplicates will be removed.
- **Do not abuse tags** - Mistagged maps will be taken down.
- **Do not upload empty or 'test' maps** - Maps with no content or barely any content are pointless and are not allowed. Make effort with the content you upload.

Full Terms:

1. These Terms:

1. apply to all use of the map and will form a binding agreement between you and KHB-Soft (“Agreement”);
2. set out the terms on the use of the Network and your map;
3. constitute the entire agreement between you and KHB-Soft in respect of the submission of your map;

4. apply to any trading agreement or other contract or arrangement between you and KHB-Soft concerning your map;
 5. apply to the exclusion of and replace all other terms or conditions of contract you may propose concerning your map;
 6. shall not be varied by you unless agreed in writing and signed by a director of KHB-Soft;
 7. shall be read in conjunction with the end user licence agreement for the Game and the Terms of Service which can be accessed [here](#).
2. If you are an individual you must be over the age of 18 years to submit or Distribute your map to or through the Network. If you are under 18 but 13 or above you need to ensure you have the permission of your parent or guardian. If you are 13 or under and want to submit a map please ask your parent or guardian to contact us.

Meanings

3. For the purpose of these Terms:
1. “map” means a software product that you upload, make available or submit to the Network;
 2. “Distribute” means use, sell, market, promote, sub-licence to end users, distribute and otherwise make available to third parties;
 3. “Game” means the computer game known as Intralium;
 4. “Network” means the software distribution network, platform and related services operated by or used by KHB-Soft which include (but are not limited to) merchandise for the Game and other commercial uses of the Game;
 5. “Intellectual Property Rights” means copyright, design right, database right, trade mark rights, patent rights and other intellectual property rights.

Rights

4. As between KHB-Soft and you, you will own and retain all Intellectual Property Rights in your map.
5. In consideration of KHB-Soft letting you create the map you hereby grant KHB-Soft a non-exclusive, worldwide right and licence for the full period in which copyright subsists in the map to:
 1. Distribute your map through the Network;
 2. modify and adapt your map for the purpose of making it available through the Network;
 3. use and make available screen shots and video sequences of your map and create and make available (including via third party services) such other promotional and marketing materials as it shall wish for the purpose of promoting your map and / or the Network in any and all media;
 4. Distribute demonstration or free versions of your map whether as part of the Game or otherwise;
 5. Include your map in the Game or any updates, add-ons or bundles to the Game;

6. mapify, alter or otherwise change, update, modify your map;
7. use any trade marks or trade names by which you or your map is known in connection with the Distribution of the map or Game hereunder.
6. In consideration of KHB-Soft letting you create the map you hereby grant KHB-Soft an exclusive (including exclusive to yourself), worldwide right and license for the full period in which copyright subsists in the map to make commercial use of your map in connection with physical products.
7. You hereby acknowledge and agree that the Distribution of your map via the Network is subject to these Terms and Terms and Conditions available [here](#), which are deemed incorporated into these terms by this reference.
8. You agree that the end user licence agreement available (“EULA”) shall apply to the map and that the map shall be Distributed to end users on and subject to the terms of that EULA.
9. You agree that we shall own and you shall not make any claim over those Intellectual Property Rights which KHB-Soft may own in respect to enhancements, adaptations or otherwise changes to your map.
10. Any goodwill in the Game or Network derived from the use by KHB-Soft of the map shall accrue to KHB-Soft.

map Submissions

11. You will upload your map to the Network in accordance with such requirements as KHB-Soft may notify you from time to time through the Network.
12. In the event that KHB-Soft in its discretion wishes to do so it may then Distribute the map available via the Network at any time thereafter.
13. You will supply all information and documentation necessary to enable KHB-Soft to Distribute your map under these Terms and at your cost do such things as are necessary to confirm and give effect to these Terms.

Warranties, Indemnity and Liability

14. You warrant, represent and undertake to KHB-Soft that:
 1. you are the owner or licensee of the map and all Intellectual Property Rights therein;
 2. you have the full power to enter into this Agreement and are entitled to grant the rights, licences and assignments contained in it and have all requisite licences and assignments necessary to do so;
 3. you have the full right, power and licence to grant the licence and rights granted hereunder to KHB-Soft;
 4. your map does not and KHB-Soft’s Distribution of your map will not infringe any Intellectual Property Rights or other rights of any person and no exercise of the rights granted hereunder shall do so;
 5. you have not disposed of any right, title or interest in or to your map or any Intellectual Property Rights in it, or otherwise dealt with the same in any way that is inconsistent with the terms of these Terms;

6. you will not challenge the rights of KHB-Soft to Distribute the map and will not do any act which may undermine, prejudice or invalidate any such rights;
 7. your map does not contain any material which is obscene, offensive, racist, sexist or that may otherwise create any liability for KHB-Soft nor any virus, Trojan horses or any other malicious software;
 8. your map will match any applicable description supplied to KHB-Soft and all information you have provided to KHB-Soft in relation to the map is accurate;
 9. you will not make any use of your map in which KHB-Soft have exclusive rights.
15. You will indemnify and hold harmless KHB-Soft against all actions claims proceedings costs and damages (including any damages or compensation paid by KHB-Soft on the advice of its legal advisors to compromise or settle any claim) and all legal costs or other expenses or arising out of any breach of the above warranties or these Terms.
16. KHB-Soft expressly excludes all conditions, warranties and terms and undertakings express or implied, statutory or otherwise, in respect of the map and shall not be liable for any loss of profit, goodwill or any type of special, indirect or consequential loss.

Duration and Termination

17. KHB-Soft may cease Distribution of, remove or suspend access to any map or any part or feature of the Network, or choose not to make such available at any time in its sole discretion.
18. KHB-Soft may terminate your rights to use the Network immediately if you commit any material breach of any term of these Terms or if you convene a meeting of you creditors or if a proposal shall be made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with your creditors or if you shall be unable to pay your debts or suffer any other act of insolvency, or cease trading.
19. Termination of these Terms or exercise of any of the foregoing rights shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities.

Confidentiality

20. In the event that you receive confidential information of KHB-Soft you agree to keep it confidential and not disclose it or any part of it to any third party (except to your own employees and professional advisers who have a need to know - and then only on a need to know basis and on sufficient terms of confidentiality) nor use the same for any purpose inconsistent with these Terms and the Agreement.

General

21. KHB-Soft will not be liable in any amount for failure to perform any obligation hereunder if such failure is caused by the occurrence of any unforeseen contingency beyond the reasonable control of that party including Internet outages, communications outages, power failures, fire, flood, war or act of God.

22. The headings used in these Terms are for ease of reference only and shall not affect its interpretation.
23. Reference to the word “including” shall be read as to be “without limitation”.
24. This Agreement is personal to you. You may not assign or transfer all or part of it.
25. Nothing in these Terms shall be deemed to constitute a partnership relationship between the parties and neither party shall hold itself out as a partner of the other party.
26. If KHB-Soft does not enforce any provision of this agreement such will not be considered a waiver of any provision or right and no waiver by either party of any breach by the other of any of the provisions of these Terms shall operate as a waiver of any preceding or succeeding breach of the same or any other provision of these Terms.

All questions, comments or enquiries should be directed to mail@khb-soft.ru