# **Guild Wars User Agreement**

Last Modified March 2008

### 1. TERMS OF AGREEMENT

- (a) Terms of Agreement. NCSOFT Europe Limited ("NCSOFT") offers to allow you to play its multiplayer online computer games Guild Wars, Guild Wars Factions; Guild Wars Nightfall and/or Guild Wars: Eye of the North as applicable (individually and collectively, the "Game(s)") conditional upon your agreement to all of the terms and conditions contained in this Agreement and your compliance with the posted Rules of Conduct <a href="http://legal.guildwars.com/en-gb/gw-rules-of-conduct-en-gb.pdf">http://legal.guildwars.com/en-gb/gw-rules-of-conduct-en-gb.pdf</a>. Additionally, you agree to the terms of NCSOFT's data protection policy <a href="http://www.guildwars.com/legal/privacy-policy">http://www.guildwars.com/legal/privacy-policy</a>, since your data may be transferred to a country outside the EU. Your use of the Game(s) constitutes your agreement to all such terms and conditions and your agreement to comply with the Rules of Conduct. To confirm your agreement, you must click on the "I Accept" button at the end of this Agreement. If you do not so agree, you must click on the "I Reject" button at the end of this Agreement, in which case you reject the offered terms of use and will not be permitted to play the Game(s). If you have any questions regarding these terms and conditions or the Rules of Conduct, please contact NCSOFT customer service by visiting the support section of our web site, currently at the following link: <a href="http://help.guildwars.com">http://help.guildwars.com</a>.
- (b) Amendments. NCSOFT may amend this Agreement or modify the Rules of Conduct at any time in its sole discretion on our web site via (a) the amended Agreement, currently at <a href="http://legal.guildwars.com/en-gb/gw-user-agreement-en-gb.pdf">http://legal.guildwars.com/en-gb/gw-user-agreement-en-gb.pdf</a> or (b) the modified Rules of Conduct, currently at <a href="http://eu.guildwars.com/support/article/guild\_wars\_rules\_of\_conduct/">http://eu.guildwars.com/support/article/guild\_wars\_rules\_of\_conduct/</a>. When logging onto the Service (as defined below) you will be asked to confirm your acceptance to any such revised terms and conditions. If you do not agree to the revised terms and conditions, you should contact NCSOFT immediately to discuss closure of your Account (also defined below).

### 2. DESCRIPTION OF SERVICE

NCSOFT offers the Games as a subscription free online fantasy role-playing game service with feebased releases of new Game(s) game content (the "Campaigns") and additional features such as but not limited to character slots ("Additional Feature(s)") (the "Service") accessible through our web site, currently at <a href="http://www.guildwars.com">http://www.guildwars.com</a> (the "Web Site"). NCSOFT reserves the right to change the URL address of the Web Site at any time. To use the Service, you will need to install software which NCSOFT makes available from the Web Site via download or which you have purchased from a retailer, including but not limited to all and any items accompanying the software, such as user manuals and access keys (the "Software"). Anyone desiring to use the Service is required to establish an account with NCSOFT or create an account by using the registration system provided when launching the Game(s), as set out in Section 4(b). NCSOFT does not provide Internet access, and you are responsible for all fees associated with your Internet connection. The Web Site located

at <a href="http://www.guildwars.com">http://www.guildwars.com</a> is an active part of the Service and any use of the Web Site is governed by the same terms and conditions of this User Agreement and the Rules of Conduct.

## 3. LICENSE TO USE

Subject to the terms of this Agreement, NCSOFT grants to you, for your personal use only, a non-exclusive, revocable, nontransferable license to use the Service, and a non-exclusive, revocable, nontransferable license to use the Software in connection with the Service without charge, save for new Campaigns and Additional Features which will be charged on a pre-paid basis according to Section 5. You may not (a) sublicense, rent, lease, loan or otherwise transfer the Software or the Service (or any part thereof), including but not limited to access keys; (b) modify, adapt, reverse engineer or decompile the Software, or otherwise attempt to derive source code from the Software; (c) create any derivative works in respect of the Software or the Service; or (d) otherwise use the Software or the Service except as expressly provided in this Agreement. Title to the Software, and all rights with respect to the Software and Service not specifically granted under this Agreement, including without limitation all rights of reproduction, modification, distribution, display, disassembly and decompilation and all copyright, patent, trademark, trade secret and other proprietary rights and interests are reserved to NCSOFT.

## 4. ACCOUNT

- (a) Eligibility. By clicking the "I Accept" button you represent that you are an adult 18 years of age or older or, if under 18 years of age, that you have the consent of a parent or guardian and will provide their details where requested. Only one person may use an Account (as defined below). You are liable for all activities conducted through your Account, and parents or guardians are liable for all activities of their minor child conducted through the Account.
- (b) Master Accounts and Game Accounts. To use the Service, you must first create a Game(s) account either by creating a master account on the PlayNC service ("Master Account") or a game-specific sub-account for the Game(s) or using the registration system provided when launching the game ("Game Account"). Where possible, your game account shall be identical to your master account. Master Accounts on the PlayNC service are free and can be created at <a href="http://www.plaync.com">http://www.plaync.com</a>. A Game Account is subject to specific fees as per section 5 (see Campaign and Additional Feature Purchases).

You must choose an account name to identify yourself to NCSOFT staff (your "Account ID") on both the Master Account as well as the Game Account. You may not select as your Account ID the name of another person, or a name which violates any third party's trademark right, copyright, or other proprietary right, or which may mislead other players to believe you to be an employee of NCSOFT or its associated companies, or which NCSOFT deems in its sole discretion to be vulgar or otherwise offensive. NCSOFT reserves the right, in its sole discretion, to (1) delete or alter any Account ID or (2) terminate any license granted herein, for any reason whatsoever, including, without limitation, any suspected or actual infringement of any trademark or trade name right,

copyright, or other proprietary right. You have sole liability for all activities conducted through your Account or under your Account ID.

- (c) Rights to Use Accounts. By agreeing to the User Agreement you agree that you do not own either the Master Account or the Game Account (collectively the "Account") you use to access the Service, the characters created on the Account and that NCSOFT stores on NCSOFT servers, the items stored on these servers, or any other data from which the servers and Accounts are comprised of. The Account you create is needed to login to the Service as per section 4(b) and the fee that you pay is to access new Campaigns or acquire Additional Features.
- (d) Character Name. In order to use the Service, you must create a character and choose a name for your character to identify your character to other Members (your "Character Name"). You may not select as your Character Name the name of another person, or a name which violates any third party's trademark right, copyright, or other proprietary right, or which may mislead other players to believe you to be an employee of NCSOFT or its associated companies, or which NCSOFT deems at its sole discretion to be vulgar or otherwise offensive. NCSOFT reserves the right, in its sole discretion, to (1) delete or alter any Character Name or (2) terminate any license granted herein, for any reason whatsoever, including, without limitation, any suspected or actual infringement of any trademark or trade name right, copyright, or other proprietary right.
- (e) Guild Names. While accessing the Service, it is possible to name your Guild. You may not give a name to a Guild that is the name/title of another person, or a name which violates any third party's trademark right, copyright, or other proprietary right, or which may mislead other players to believe you to be an employee of NCSOFT or its associated companies, or which NCSOFT deems at its sole discretion to be vulgar or otherwise offensive. NCSOFT reserves the right, in its sole discretion, to (1) delete or alter any name given to a Guild or (2) terminate any license granted herein, for any reason whatsoever, including, without limitation, any suspected or actual infringement of any trademark or trade name right, copyright, or other proprietary right.
- (f) Passwords. At the time your Account is opened, you must select a password. You are responsible for maintaining the confidentiality of your password and you are responsible for any harm resulting from your disclosure or allowing the disclosure of your password or from use by any person of your password to gain access to your Account and Account ID. At no time should you respond to an online request for a password. NCSOFT will never ask for your password offline or online, except that you will be required to enter your password as part of the log-on process.
- (g) Registration Obligations. You agree to provide true, accurate, current and complete information about yourself as prompted by the Service's registration form ("Registration Data") and maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or NCSOFT has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, NCSOFT has the right to suspend or terminate your Account and refuse any and all current or future use of the Service.

- (h) Former Members. Members whose Accounts have been terminated by NCSOFT may not access the Service in any manner or for any reason, including through any other Account, without the express written permission of NCSOFT. Accounts accessed by Former Members are subject to immediate termination. NCSOFT reserves the right to use any means necessary, including those in section 4(i) to identify and remove Former Members.
- (i) Related Accounts. If NCSOFT terminates an Account, NCSOFT may terminate any other Accounts that share the same member name, phone number, email address, postal address, Internet Protocol address, or credit card number with the terminated Account.
- (j) In the Game(s), characters have the privilege of sending server wide messages called 'Chat Messages.' With this privilege comes a high level of responsibility on the part of the user. Due to the fact that this communication channel has the ability to impact every player on the server, NCSOFT will not tolerate any inappropriate behavior of any sort in this chat channel. This includes but is not limited to: inappropriate language of any sort or any attempt to escape the profanity filter, inappropriate or vulgar content of any sort, repeated 'spamming,' or 'flooding' of the chat messages channel, or any other conduct determined to be inappropriate by NCSOFT Support, in its sole discretion. Any violation of this term or rules of conduct may, in the sole discretion of NCSOFT, lead to the temporary removal of the character's ability to communicate, the Account being suspended for a set period of time, or lead to permanent Account closure.

# 5. CAMPAIGN & ADDITIONAL FEATURE PURCHASE

- (a) Our fees and billing procedures are published in the registration section of the Web Site, which are incorporated herein by this reference. All fees are stated in Pounds Sterling (£) or Euros (€) and exclude all taxes and telecommunications charges, unless expressly stated otherwise. To the maximum extent permitted by law, these taxes and charges are your responsibility. YOUR CAMPAIGN AND ADDITIONAL FEATURE PURCHASES ARE PAYABLE IN ADVANCE AND ARE NOT REFUNDABLE IN WHOLE OR IN PART FOR ANY REASON WHATSOEVER, INCLUDING, WITHOUT LIMITATION, INTERRUPTION OR UNAVAILABILITY OF SERVICE (SEE ALSO SECTION 10 BELOW). If you chose to purchase a new Campaign and/or Additional Features, we will charge you through your chosen payment method for the applicable new Campaign and/or Additional Feature fees, plus any applicable taxes we are required to collect. All new Campaign and Additional Feature fees are payable in advance. YOU ARE FULLY LIABLE FOR ALL CHARGES TO YOUR ACCOUNT. You represent to NCSOFT that you are the authorized account holder or an authorized user of the chosen method of payment used to pay for a new Campaign or Additional Feature. You agree to promptly notify NCSOFT of any changes to your account number, its expiration date and/or your billing address, and you agree to promptly notify NCSOFT if your account expires or is cancelled for any reason.
- (b) YOU UNDERSTAND AND AGREE THAT ANY ATTEMPT TO MAKE ANY CHARGE BACK OR OTHERWISE RECLAIM OR OBTAIN A REFUND OF OR A CREDIT AGAINST ANY FEES PAID WITHOUT FIRST CLOSING YOUR GAME ACCOUNT OR HAVING OBTAINED NCSOFT'S PRIOR WRITTEN CONSENT TO SUCH REFUND SHALL ENTITLE NCSOFT TO

DEACTIVATE YOUR GAME ACCOUNT AND OTHER ACCOUNTS ASSOCIATED WITH SUCH METHOD OF PAYMENT UNLESS AND/OR UNTIL SUCH TIME AS THE FEES ARE REPAID OR A CREDIT OR REFUND IS AGREED WITH NCSOFT. DEACTIVATION WILL INCLUDE, NOT ONLY THE ADDITIONAL FEATURES IN RELATION TO WHICH THE RECHARGE, REFUND OR CREDIT WAS OBTAINED, BUT ALSO ALL ACCESS TO THE SERVICE INCLUDING PREVIOUSLY PURCHASED ADDITIONAL FEATURES AND OTHER ACCOUNTS ASSOCIATED WITH SUCH METHOD OF PAYMENT. YOU FURTHER AGREE THAT THE ADDITIONAL FEATURES FORM PART OF THE SERVICE AND ARE DELIVERED 'UNSEALED' AUTOMATICALLY UPON RECEIPT OF THE FEES AND THEREFORE YOU HAVE NO CANCELLATION RIGHTS (SAVE FOR A MANIFEST ERROR OR FAULT WITH THE ADDITIONAL FEATURES WHICH IS REPORTED IMMEDIATELY TO NCSOFT).

(c) NCSOFT reserves the right to alter the fees payable for new Campaigns and/or Additional Features or introduce alternative fee structures for the Service. Any alteration to the fees will be posted on the Web Site at least 30 days prior to such alteration taking effect. If you do not agree to any such alteration, you should not purchase the new Campaign or Additional Feature and/or you should terminate your Account prior to the date on which the alteration takes effect, otherwise the revised amount will automatically be debited to your Account.

### 6. CONTENT AND MEMBER CONDUCT

- (a) Content. You acknowledge that by using the Software and the Service you will have access to graphics, sound effects, music, animation-style video, content, layout, design, files, data, characters (and items and attributes associated with characters), game objects and text (collectively, "Game Content"). NCSOFT does not pre-screen Game Content as a matter of policy. YOU UNDERSTAND AND AGREE THAT NCSOFT HAS THE RIGHT, BUT NOT THE OBLIGATION, TO REMOVE ANY GAME CONTENT (INCLUDING YOURS) IN WHOLE OR IN PART AT ANY TIME FOR ANY REASON OR NO REASON, WITH OR WITHOUT NOTICE AND WITH NO LIABILITY OF ANY KIND.
- (b) Rights in Content. You acknowledge that NCSOFT and its related providers of Game Content ("Game Content Providers") have rights in their respective Game Content under copyright and other applicable laws, and that you accept full responsibility and liability for your use of any Game Content in violation of any such rights. NCSOFT and its related Game Content Providers grant to Members the right to use the Game Content for noncommercial, personal purposes, including in connection with creating noncommercial fan fiction or fan web sites regarding the same. However, you acknowledge and agree that you shall not reproduce, prepare derivative works based upon, distribute, publicly perform, or transmit any Game Content for commercial uses without first obtaining the express written consent of NCSOFT.

For clarification purposes only, "derivative works based upon" Game Content are works which are substantially similar, both in ideas and expression, to the Game Content. Similarity of ideas in the Game Content and derivative works concern similarities between things such as plot, theme, mood, setting, appearance, and character traits. Similarity of expression concerns the total concept and

feel of the Game Content and the derivative works. Thus, if a work created by a Member or someone other than NCSOFT (or its related Game Content Providers) is likely to bring to mind the Game Content, then it is likely that such work is a derivative work of the Game Content, and as such may not be used for commercial purposes.

- (c) Member Content. Members can upload to and create content on our servers in various forms, such as in selections you make and characters and items you create for the Game(s), and in bulletin boards and similar user-to-user areas ("Member Content"). By submitting Member Content to or creating Member Content on any area of the Service, you acknowledge and agree that such Member Content is the sole property of NCSOFT. To the extent that NCSOFT cannot claim exclusive rights in Member Content by operation of law, you hereby grant (or you warrant that the owner of such Member Content has expressly granted) to NCSOFT and its related Game Content Providers a non-exclusive, universal, perpetual, irrevocable, royalty-free, sublicenseable right to exercise all rights of any kind or nature associated with such Member Content, and all ancillary and subsidiary rights thereto, in any languages and media now known or not currently known. You shall indemnify and hold NCSOFT harmless from and against any claims by third parties that your Member Content infringes upon, violates or misappropriates any of their intellectual property or proprietary rights.
- (d) Member Conduct. You agree not to use the Service to:
- (i) take any action or upload, post, e-mail or otherwise transmit any content that infringes or violates any third party rights;
- (ii) impersonate any person or entity, including, but not limited to, an NCSOFT employee, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (iii) take any action or upload, post, e-mail or otherwise transmit any content that violates any law or regulation;
- (iv) take any action or upload, post, e-mail or otherwise transmit any content as determined by NCSOFT at its sole discretion that is harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, racially, ethnically or otherwise objectionable; or contains any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
- (v) take any action or upload, post, email or otherwise transmit any content that would violate any right or duty under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- (vi) upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- (vii) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; or (viii) attempt to gain access to any other user's Account or password;
- (ix) "stalk" or otherwise harass another member.

You agree that NCSOFT may take whatever steps it deems necessary to abridge, or prevent behaviour of any sort on the Service in its sole discretion, without notice to you.

### 7. OFFICIAL SERVICE

The Game(s) is designed for official play only as offered through the Service by NCSOFT at the Web Site. You agree to play the Game(s) only as offered by NCSOFT at the Web Site and not through any other means. You further agree not to access, create or provide any other means through which the Game(s) may be played by others, as through server emulators. You agree not to use any hardware or software, including but not limited to third party tools, or any other method of support which may in any way influence or advantage your use of the Service which is not authorised by NCSOFT, including but not limited to the use of 'bots' and/or any other method by which the Service may be played automatically without human input. You acknowledge that you do not have the right to create, publish, distribute, create derivative works from or use any software programs, utilities, applications, emulators or tools derived from or created for the Game(s), except that you may use the Software to the extent expressly permitted by this Agreement. You may not take any action which imposes an unreasonable or disproportionately large load on our infrastructure. You may not sell or auction any Game(s) Accounts, characters, items, coin or copyrighted material.NCSOFT may from time to time in its sole discretion implement various forms of filtering, blocking or monitoring of IP addresses or proxies used to use, play or access the Game(s) or the Service, including without limitation blocking or filtering measures that restrict your ability to use, play or access the Game(s) or Service outside of the territories in which NCSOFT makes the Game(s) or Service available.

#### 8. PRIVACY

Our privacy policy, which covers the usage and protection of your personal information, is published on the Web Site, currently at <a href="http://www.guildwars.com/legal/privacy-policy">http://www.guildwars.com/legal/privacy-policy</a> and is incorporated herein by this reference.

## 9. PARENTAL GUIDANCE

While NCSOFT may choose to monitor and take action upon inappropriate game play, chat or links to the Service, it is possible that at any time there may be language or other material accessible on or through the Service that may be inappropriate for children or offensive to some users of any age. NCSOFT cannot ensure that other players will not provide Content or access to Content that parents or guardians may find inappropriate or that any user may find objectionable. NCSOFT does not as a matter of policy pre-screen the content of the materials or communications transmitted by each player.

NCSOFT reserves the right to enforce any or all of these rules at its sole discretion.

# 10. INTERRUPTION OF SERVICE

(a) NCSOFT reserves the right to interrupt the Service from time to time on a regularly scheduled basis or otherwise with or without prior notice in order to perform maintenance. You agree that

NCSOFT will not be liable for any interruption of the Service, delay or failure to perform resulting from any cause whatsoever.

- (b) You acknowledge that the Service may be interrupted for reasons beyond the control of NCSOFT, and NCSOFT cannot guarantee that you will be able to access the Service or your Account whenever you may wish to do so. NCSOFT shall not be liable for any interruption of the Service, delay or failure to perform resulting from any causes whatsoever.
- (c) NCSOFT has the right at any time for any reason or no reason to change and/or eliminate any aspect of the Service as it sees fit in its sole discretion.
- (d) NCSOFT shall not be obligated to refund all or any portion of any Account fee (if any) or Campaign or Additional Feature fee by reason of any interruption of the Service by reason of any of the circumstances described in paragraph (a) or (b).

### 11. DISCLAIMER OF WARRANTY

THE SERVICE, THE SOFTWARE, THE ACCOUNT, THE GAMES AND ALL OTHER SERVICES ARE PROVIDED ON AN "AS IS" BASIS, PROVIDED AT YOUR OWN RISK, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, NCSOFT HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, WRITTEN OR ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, QUIET ENJOYMENT, ACCURACY, OR FITNESS FOR A PARTICULAR PURPOSE. Without limiting the foregoing, NCSOFT do not ensure continuous, error-free, secure or virus-free operation of the Service, the Software, your Account or the Game(s), and you understand that you shall not be entitled to refunds for fees based on NCSOFT failure to provide any of the foregoing.

# 12. LIMITATION OF LIABILITY

THE MAXIMUM AMOUNT OF NCSOFT'S (OR ANY OF ITS SHAREHOLDERS, PARTNERS, AFFILIATES, DIRECTORS, OFFICERS, SUBSIDIARIES, EMPLOYEES, AGENTS, SUPPLIERS, LICENSEES OR DISTRIBUTORS) LIABILITY TO YOU UNDER THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO 150% OF THE CAMPAIGN AND ADDITIONAL FEATURE FEES PAID BY YOU TO NCSOFT IN THE PRECEDING SIX (6) MONTHS. IN NO EVENT SHALL NCSOFT, NOR ANY OF ITS CONTENT PROVIDERS, SHAREHOLDERS, PARTNERS, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUPPLIERS, BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR ANY OTHER PECUNIARY LOSS), REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING CONTRACT, NEGLIGENCE, OR STRICT LIABILITY) ARISING OUT OF OR IN CONNECTION WITH THE SERVICE, THE SOFTWARE, YOUR ACCOUNT OR THIS AGREEMENT WHICH MAY BE INCURRED BY YOU, WHETHER OR NOT NCSOFT (OR ANY OF SUCH OTHER RELEASED PARTIES) MAY HAVE BEEN ADVISED THAT ANY SUCH

DAMAGES MIGHT OR COULD OCCUR. You agree that NCSOFT cannot be held responsible or liable for anything that occurs or results from accessing to the Guild Wars Service.

# 13. INDEMNIFICATION

At NCSOFT's request, you agree to defend, indemnify and hold harmless (a) NCSOFT, (b) its shareholders, partners, affiliates, directors, officers, employees, agents or suppliers, (c) its licensees, distributors, Content Providers, and (d) other Members of the Service, from all damages, liabilities, claims and expenses, including without limitation attorneys' fees and costs, arising from or related, directly or indirectly, to any misuse of the Service or breach of this Agreement by you.

# 14. TERMINATION

- (a) NCSOFT reserves the right to suspend or terminate this Agreement (including your Software license and your Account) immediately and without notice if you breach this Agreement or wilfully infringe any third party intellectual property rights, or if we are unable to verify or authenticate any information you provide to us, or upon game play, chat or any player activity whatsoever which is, in our sole discretion, inappropriate and/or in violation of the spirit of the Game(s) or as described in the Rules of Conduct. Should NCSOFT decide to suspend or terminate this Agreement with a User under any circumstances, the User will lose access to his Account.
- (b) You agree that if the Service or your Account is suspended, terminated or cancelled for any reason or length of time, you are not entitled to any reimbursement or refund of any fees (if any).

## 15. GENERAL PROVISIONS

This Agreement is governed by and shall be construed and enforced under English law. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The UN Convention on Contracts for the International Sale of Goods is expressly disclaimed. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. Except as otherwise permitted herein, you may not assign or transfer this Agreement or your rights hereunder, and any attempt to the contrary is void. This Agreement sets forth the entire understanding and agreement between us and you with respect to the subject matter hereof. Notwithstanding anything else in this Agreement, no default, delay or failure to perform on the part of NCSOFT shall be considered a breach of this Agreement if such default, delay or failure to perform is shown to be due to causes beyond the reasonable control of NCSOFT. All notices given by you or required under this Agreement shall be sent either to Attn.: Customer Support, NCSOFT Europe Limited, Fifth Floor, Mocatta House, Trafalgar Place, Brighton, United Kingdom, BN1 4DU or by email to uksupport@plaync.com.