

# Guild Wars User Agreement

Last Modified March 2008

## 1. TERMS OF AGREEMENT

(a) Terms of Agreement. NC Interactive, Inc. and ArenaNet Inc. (collectively, "NC Interactive") offer to allow you to play its multi-player online computer games "Guild Wars," *Guild Wars Factions*, *Guild Wars Nightfall*, *Guild Wars: Eye of the North*, and/or *Guild Wars Bonus Mission Pack* as applicable (individually and collectively, the "Game(s)") conditioned on your agreement to all of the terms and conditions contained in this Agreement and your compliance with the posted Rules of Conduct.

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 Decline" 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 NC Interactive customer service by visiting the support section of our web site, currently at the following link: <http://support.guildwars.com>.

(b) Amendments. NC Interactive 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 <http://legal.guildwars.com/en/gw-user-agreement-en.pdf> or (b) the modified Rules of Conduct, currently at <http://legal.guildwars.com/en/gw-rules-of-conduct-en.pdf>. Amendments to the Agreement and/or modifications to the Rules of Conduct will be effective immediately upon posting. When logging onto the Service (as defined below) you will be asked to confirm your acceptance to any such revised terms and conditions. You agree to check this Agreement and the Rules of Conduct periodically so you will be familiar with their content as amended or modified from time to time. If you do not agree to the revised terms and conditions, you should contact NC Interactive immediately to discuss closure of your Account (also defined below).

## 2. DESCRIPTION OF SERVICE

NC Interactive offers the Game(s) as a subscription-free on-line fantasy role-playing game service with fee-based releases of new Game(s) content (the "Campaigns") and additional features including, without limitation, character slots and skill packs ("Additional Features") (the "Service") accessible through our web site, currently at <http://www.guildwars.com> (the "Web Site"). NC Interactive 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 NC Interactive 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 key (the "Software"). Anyone desiring to use the Service is required to establish an account with NC Interactive or create an account by using the registration system provided when launching the Game(s) (the "Account"). NC Interactive does not provide Internet access, and you are responsible for all fees associated with your Internet connection.

The Web Site is an active part of the Service and any use of the website is governed by the same terms and conditions of this Agreement and the Rules of Conduct.

### **3. LICENSE TO USE**

Subject to the terms of this Agreement, NC Interactive grants to you, for your personal use only, a non-exclusive, revocable, nontransferable (except as permitted in Section 4(a)) license to use the Service, and a non-exclusive, revocable, nontransferable (except as permitted in Section 4(a)) license to use the Software in connection with the Service, without charge except for new Campaigns and Additional Features which will be charged on a prepaid 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 without limitation 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. You should keep your access key in a safe place and not share it with anyone else. The access key can be used only once. 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 NC Interactive.

### **4. ACCOUNT**

(a) Eligibility. Accounts are available only to adult individuals 18 years of age or older. If you are less than 18 years of age and wish to use the Service, your parent(s) or guardian(s) must complete the registration process, open an Account in their name(s) and accept full responsibility for all obligations under this Agreement. Those who have completed these steps and who maintain their Account in good standing are sometimes referred to in this Agreement as "Members."

By accepting the terms of use in the Agreement, Members represent that you are an adult 18 years of age or older. Only one person may use an Account. The registered user of an Account may use the Account or may choose instead to permit a minor child of the registered user to use the Account. 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 [www.ncsoft.com](http://www.ncsoft.com). 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 NC Interactive staff (your "Account ID") on both the Master Account ("PlayNC 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 NC Interactive or its affiliated companies, or which NC Interactive deems in its sole discretion to be vulgar or otherwise offensive. NC Interactive 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 Game Account (collectively, the "Account") you use to access the service, the characters created on the Account and that NC Interactive stores on NC Interactive servers, the items stored on these servers, or any other data from which the servers and accounts are comprised. 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 NC Interactive or its affiliated companies, or which NC Interactive deems at its sole discretion to be vulgar or otherwise offensive. NC Interactive 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/description/title of another person, or a name/description/title 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 NC Interactive or its affiliated companies, or which NC Interactive deems at its sole discretion to be vulgar or otherwise offensive. NC Interactive 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. NC Interactive 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 NC Interactive has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, NC Interactive 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 NC Interactive may not access the Service in any manner or for any reason, including through any other Account, without the express written permission of NC Interactive. Accounts accessed by Former Members are subject to immediate termination. NC Interactive reserves the right to use any means necessary, including those in section 4(i) to identify and remove Former Members.

(i) Related Accounts. If NC Interactive terminates an Account, NC Interactive 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, NC Interactive 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 NC Interactive Support, in its sole discretion. Any violation of this term or rules of conduct may, in the sole discretion of NC Interactive, 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 AND ADDITIONAL FEATURE PURCHASES**

(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 U.S. Dollars 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. WHILE YOU CAN CONTINUE TO PLAY THE GAME(S), AS APPLICABLE, ONCE YOU HAVE PURCHASED THE ORIGINAL GAME, AS APPLICABLE, WITHOUT HAVING TO PURCHASE ANY ADDITIONAL CAMPAIGNS OR ADDITIONAL FEATURES, IF YOU CHOOSE TO PURCHASE A NEW CAMPAIGN AND/OR ADDITIONAL FEATURES, IT IS PAYABLE IN ADVANCE AND IS 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 purchase the Campaign and/or Additional Features online using , without limitation, a credit card, SMS, paysafecard or ELV we will automatically charge you through your chosen payment method for the applicable new Campaign and/or Additional Features purchases, plus any applicable taxes we are required to collect, where you authorize us to do so. All new Campaign and Additional Features purchases are payable in advance. YOU ARE FULLY LIABLE FOR ALL CHARGES TO YOUR ACCOUNT. You represent to NC Interactive that you are the authorized account holder or an authorized user of the chosen method of payment used to pay for a new Campaign and/or Additional Features purchase. You agree to promptly notify NC Interactive of any changes to your account number, its expiration date and/or your billing address, and you agree to promptly notify NC Interactive 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 NC INTERACTIVE'S PRIOR WRITTEN CONSENT TO SUCH REFUND SHALL ENTITLE NC INTERACTIVE TO DEACTIVATE YOUR GAME ACCOUNT AND OTHER ACCOUNTS ASSOCIATED WITH SUCH METHOD OF PAYMENT UNLESS AND/OR UNTIL SUCH TIME AS THE FEES ARE REPAYED OR A CREDIT OR REFUND IS AGREED WITH NC INTERACTIVE. DEACTIVATION WILL INCLUDE, NOT ONLY THE NEW CAMPAIGN AND/OR ADDITIONAL FEATURES IN RELATION TO WHICH THE RECHARGE, REFUND OR CREDIT WAS OBTAINED, BUT ALSO ALL ACCESS TO THE SERVICE INCLUDING PREVIOUSLY PURCHASED CAMPAIGNS AND/OR ADDITIONAL FEATURES AND OTHER ACCOUNTS ASSOCIATED WITH SUCH METHOD OF PAYMENT. YOU FURTHER AGREE THAT THE NEW CAMPAIGNS AND/OR 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 WILFULL ERROR OR FAULT WITH THE NEW CAMPAIGNS AND/OR ADDITIONAL FEATURES WHICH IS REPORTED IMMEDIATELY TO NC INTERACTIVE).

(c) NC Interactive 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 purchase price 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 and/or Additional Features 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"). NC Interactive does not pre-screen Game Content as a matter of policy. YOU UNDERSTAND AND AGREE THAT NC INTERACTIVE HAS THE RIGHT, BUT NOT THE OBLIGATION, TO REMOVE ANY 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 NC Interactive and its related 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. NC Interactive 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 NC Interactive.

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 NC Interactive (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 NC Interactive. To the extent that NC Interactive 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 NC Interactive 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 NC Interactive 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 NC Interactive 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 NC Interactive 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;

(viii) attempt to gain access to any other user's Account or password; or

(ix) "stalk" or otherwise harass another member.

You agree that NC Interactive may take whatever steps it deems necessary to abridge, or prevent behavior 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 NC Interactive at the Web Site and not through any other means. You further agree not to access, create or provide any other means through which 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 authorized by NC Interactive, 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, nor may you assist others in doing so. NC Interactive 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 NC Interactive 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 [www.guildwars.com/legal/privacy-policy](http://www.guildwars.com/legal/privacy-policy) and is incorporated herein by this reference.



## **9. PARENTAL GUIDANCE**

While NC Interactive 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. NC Interactive 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. NC Interactive does not as a matter of policy pre-screen the content of the materials or communications transmitted by each player.

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

## **10. INTERRUPTION OF SERVICE**

(a) NC Interactive 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 NC Interactive will not be liable for any interruption of the Service, delay or failure to perform resulting from any causes whatsoever.

(b) You acknowledge that the Service may be interrupted for reasons beyond the control of NC Interactive, and NC Interactive cannot guarantee that you will be able to access the Service or your Account whenever you may wish to do so. NC Interactive shall not be liable for any interruption of the Service, delay or failure to perform resulting from any causes whatsoever.

(c) NC Interactive has the right at any time for any reason or no reason to change and/or eliminate any aspect(s) of the Service as it sees fit in its sole discretion.

(d) NC Interactive shall not be obligated to refund all or any portion of any Account fee (if any), 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, CAMPAIGNS AND ALL OTHER SERVICES ARE PROVIDED ON AN "AS IS" BASIS, PROVIDED AT YOUR OWN RISK, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, NC INTERACTIVE 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, NC Interactive does 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 NC Interactive's failure to provide any of the foregoing. Some states do not allow the disclaimer of implied warranties, and to that extent, the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights that vary from state to state.

## **12. LIMITATION OF LIABILITY**

THE MAXIMUM AMOUNT OF NC INTERACTIVE'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 THE PURCHASE PRICE OF THE GAME(S), CAMPAIGNS OR ADDITIONAL FEATURE, AS APPLICABLE, PAID BY YOU TO NC INTERACTIVE IN THE PRECEDING SIX (6) MONTHS. IN NO EVENT SHALL NC INTERACTIVE OR 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 NC INTERACTIVE (OR ANY OF SUCH OTHER RELEASED PARTIES) MAY HAVE BEEN ADVISED THAT ANY SUCH DAMAGES MIGHT OR COULD OCCUR. Some states do not allow the foregoing limitations of liability, so they may not apply to you and in such a case you agree that NC Interactive's (or any such other released parties) liability to you shall be limited to the maximum extent permitted by law. You agree that NC Interactive cannot be held responsible or liable for anything that occurs or results from accessing or subscribing to the Service.

## **13. INDEMNIFICATION**

At NC Interactive's request, you agree to defend, indemnify and hold harmless (a) NC Interactive, (b) its shareholders, partners, affiliates, directors, officers, subsidiaries, 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) NC Interactive 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 willfully 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) as described in the Rules of Conduct.

Should NC Interactive decide to suspend or terminate this Agreement with a User under any circumstances, the User will lose access to your 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 or unused access time.

## **15. GENERAL PROVISIONS**

This Agreement is governed by and shall be construed and enforced under the laws of The State of Texas, without applying any conflicts of law principles which would require application of the law of any other jurisdiction. NC Interactive and you each hereby irrevocably consent to the jurisdiction of the courts of the State of Texas for all purposes in connection with any action or proceeding which arises out of or relates to this Agreement and agree that any action or proceeding instituted under this Agreement shall be brought only in the state courts of Travis County, State of Texas. 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. You agree to comply fully with all relevant export laws and regulations of the United States ("Export Laws") to assure that neither the Software nor the Service is exported, directly or indirectly, in violation of Export Laws; or is intended to be used for any purposes prohibited by the Export Laws. 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 NC Interactive 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 NC Interactive. All notices given by you or required under this Agreement shall be faxed to (512) 498 - 4099. Attn.: Customer Support.