

# END USER LICENSE AGREEMENT

IMPORTANT!  
PLEASE READ CAREFULLY.

By signifying your conformity to this End-User License Agreement (hereinafter “License Agreement”), the End-User freely and voluntarily accepts and agrees to be bound by the following terms and conditions:

**1. *Limited and Non-Exclusive License.*** The Publisher hereby grants the End-User a limited and non-exclusive license to utilize the computer software (hereinafter “Game Client”) onto the End-User’s computer to allow him/her to play the Game (hereinafter “Service”; together with Game Client, the same shall be collectively referred to as “Game”), upon proper registration and accessing of an account (hereinafter “Account”) with the Service. Such grant shall consist mainly of authorizing the End-User to install the Game Client on one or more computers owned by him/her or under his/her legitimate control, and to use the Game for non-commercial entertainment purposes only.

It shall be understood that the license herein granted shall consist only of the privilege to use the Game, and the End-User cannot claim absolute ownership or right over the Game, including his/her account, virtual items, characters and/or other components of or acquired by the End-User inside the Game. The limited license to use the Game shall also be subject to the Terms of Use and such other rules or condition which may thereafter be issued by the Publisher.

**2. *Property Rights.*** The Game is protected by the copyright laws of the developer and the Publisher, international treaties and conventions, and other pertinent laws. All title, rights ownership and intellectual property rights in and associated with the Game and all reproductions thereof, including titles, computer code, themes, objects, characters, character names, stories, dialog, catch phrases, locations, concepts, artwork, character inventories, structural or landscape designs, animations, sounds, musical compositions and recordings, audio-visual effects, storylines, character likenesses, methods of operation, moral rights, and any related documentation or in-game items or materials, are owned or exclusively licensed by the Publisher. The Game may contain materials licensed by third parties, and the licensors of those materials may enforce their rights in the event of any violation of this License Agreement.

**3. *Limitations of End-User’s License.*** The End-User’s limited and non-exclusive license granted in Paragraph 1 of this License Agreement shall not include the acts or works hereinafter enumerated and shall constitute violations of the Publisher’s rights:

- a. Reproduction, copying, translation, reverse engineering, modification, disassembling, decompiling or creation of any derivative works, in whole or in part, based on the Game;
- b. Selling, transferring or conveying for valuable consideration, granting a security interest in or transferring reproductions of the Game to other parties in any way not expressly authorized herein, or renting, leasing or licensing the Game to others;
- c. Exploitation of the Game or any of its parts for commercial purpose(s), including but not limited to: (a) the use at cyber cafes, computer gaming centers or any other location-based sites without the express written consent of the Publisher; (b) gathering virtual items, characters, accounts, in-game currency, items or resources for sale outside the Game; or (c) performing in-game services in exchange for payment outside the Game;
- d. Modification or causing to be modified any files that are part of the Game in a manner not expressly

authorized by the Publisher;

- e. Utilization of cheats, hacks, automation software (bots), mods or any other unauthorized third-party software designed to modify, interfere with or otherwise affect the outcome or purpose of the Game;
  - f. Using any unauthorized third-party software that intercepts, “mines”, or otherwise collects information from or about the Game; provided, however, that the Publisher may, at its discretion, allow the use of certain third party user interfaces in the Game;
  - g. Hosting, providing or developing matchmaking services for the Game or intercepting, emulating or redirecting the communication protocols used by the Publisher and/or the developer in any way, for any purpose, such as unauthorized play over the internet, network play, or as part of content aggregation networks; or
  - h. Facilitation, creation or maintenance of any unauthorized connection to the Game, which includes: (a) any connection to any unauthorized server that emulates or attempts to emulate the same; and (b) any connection using programs or tools not expressly approved by the Publisher.
- 4. Secured Software.** The End-User agrees that the Publisher may install additional software and/or content, which is not included in the above-granted license (hereinafter “Secured Software”), onto the End-User’s hard drive during the Game Client installation process. The limitations specified in Paragraph 3 shall likewise apply to Secured Software insofar as they are applicable unless the End-User receives from the Publisher: (a) a license to use the same; and (b) a valid alphanumeric key for unlocking it.
- 5. Game and Program Monitoring.** While the game is in progress, the End-User expressly permits the Game or any software which may be introduced by the Publisher to monitor the Computer’s Random Access Memory (RAM) of the End-User for Unauthorized Third Party Programs running concurrently with the Game. An “Unauthorized Third Party Program” shall refer to any third party software prohibited by Paragraph 3. Should the Game detect, find or discover any Unauthorized Third Party Program, the Game shall communicate to the Publisher any information about such program as well as the End-User’s account details. Consequently, the Publisher may exercise any and all of its rights the law or this License Agreement even without the End-User’s prior notice or consent.
- 6. Patches and Updates.** The Publisher may provide, deploy or distribute patches, updates and modifications to the Game which must be installed to the End-User’s computer for the continued use or enjoyment of the Game. Accordingly, the End-User hereby grants to the Publisher his/her consent to remotely deploy and apply such patches, updates and modifications for the purpose of updating the Game even without the knowledge or consent of the End-User.
- 7. Termination of License Agreement.** This License Agreement shall continue to be in full force and effect until terminated by either party. The End-User may terminate this License Agreement at any time by: (a) permanently destroying all copies of the Game in his/her possession or control; (b) removing the Game from the End-User’s hard drive; and (c) notifying the Publisher of the End-User’s intention to terminate this License Agreement. The Publisher may terminate or discontinue with this Agreement at any time with or without valid cause or reason. Upon termination for any reason, all licenses granted herein shall immediately terminate and the End-User must immediately and permanently destroy all copies of the Game in his/her possession and control and remove the Game Client from the End-User’s hard drive.
- 8. Limited Warranty.** The Game is provided by the Publisher without warranty of any kind, either express or implied, including but not limited to implied warranties of condition, uninterrupted use, merchantability, fitness for a particular purpose, and/or non-infringement.

- 9. *Limitation of Liability and Indemnity.*** The Publisher and/or its partners, subsidiaries or affiliates shall not be liable in any way for any direct, indirect, incidental, special, exemplary or consequential loss or damage of any kind arising out of the Game or any use thereof, including but not limited to:
- a. Loss of data, loss of goodwill, work stoppage, computer failure or malfunction, or any and all other damages or losses;
  - b. Affecting the player's characters, virtual goods (e.g., armor, potions, weapons, etc.) or currency, accounts, statistics, or user standings, ranks or profile information stored by the Game and/or the Service;
  - c. Interruptions of service, ISP disruptions, software or hardware failures or any other event which may result in a loss of data or disruption of service; or
  - d. Effects on the physical and emotional wellbeing, condition and/or concerns of the End-User.

The End-User hereby agrees to defend, indemnify and hold the Publisher harmless from and against any claim, liability, loss, injury, damage, cost or expense (including reasonable attorneys' fees) incurred by the Publisher arising out of or from the End-User's use of the Game.

**10. *Representation and Warranties of End-User.*** The End-User declares and warrants that he/she has:

- a. the legal capacity or has suitable age or discretion to enter into this License Agreement, or is assisted by any person of legal age and discretion in executing or agreeing to this License Agreement;
- b. carefully read and understood the rights and obligations arising hereunder and consequences of this License Agreement; and
- c. given or provided the correct and accurate information in the game account register or such other disclosures required by the Publisher.

**11. *Denial of Use and Other Penalties.*** The Publisher reserves the right to temporarily or permanently deny or prohibit the End-User from playing the Game or from accessing his/her account, should the End-User: (a) make any misrepresentation in the game account registered information or in any of his/her personal information which is required by the Publisher to be disclosed; (b) violate any of the provisions of this License Agreement; and (c) commit such other acts which the Publisher deems reasonable and appropriate for denying or prohibiting the End-User to play the Game or from access his/her account.

In addition to the foregoing paragraph, the Publisher may impose such other penalties for violations of any other provisions of this License Agreement especially the End-User's representations and warranties declared in Paragraph 10, including but not limited to confiscation of items, currency and characters, and such other penalties equitable under the premises.

**12. *Equitable Remedies.*** In case of violation(s) of the Publisher's exclusive right to publish the Game and/or the commission of any of the acts or omissions enumerated un Paragraph 3, the Publisher reserves the right to prosecute and proceed against the End-User by the filing of criminal, civil and such other appropriate legal action(s) for the protection of its rights and for the reparation of the injuries or damages suffered thereby.

Should the End-User violate any other provisions of this License Agreement, the Publisher may exercise any and all remedies granted to it under applicable laws or this contract.

**13. *Cumulative Rights and Remedies.*** In the event that the Publisher decides to exercise a particular right or remedy under this License Agreement, the same shall not preclude the employment or constitute a waiver of any

other remedies granted to it hereunder or the laws.

**14. Changes to the Agreement.** The Publisher reserves the right to change, modify, add to, supplement or delete any of the terms and conditions of this License Agreement which shall either be posted on its website and/or provided through such other mode as the Publisher may deem effective. If any future changes to this License Agreement are unacceptable to the End-User or cause the latter to no longer be in compliance with this License Agreement, the End-User may terminate this License Agreement in accordance with Section 6 herein. The End-User's installation and use of any of the Publisher's updates or modifications to the Game or the continued use of the Game following the notice of change(s) to this License Agreement constitutes an acceptance of any and all such changes.

The Publisher may change, modify, suspend, or discontinue any aspect of the Game or may also impose limits on certain features or restrict the End-User's access to parts or all of the Game at any time without notice or liability.

**15. Governing Law.** Except as otherwise set forth herein, this License Agreement shall be governed by, and will be construed under, the Laws of the Republic of the Philippines.

**16. Jurisdiction.** Any dispute arising under this License Agreement shall be filed and resolved in the courts of Makati City, Philippines to the exclusion of all other courts.

**17. Severability.** The End-User and the Publisher agree that if any portion of this License Agreement is found illegal or unenforceable that portion shall be severed and all the provisions which are not affected thereby shall be given full force and effect.

**18. Miscellaneous.** This License Agreement constitutes and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior oral or written agreements. This Agreement shall be read in harmony, and shall not be interpreted to run against the provisions of the Terms of Use and the Game Policy.