

## NEXON TERMS OF USE



### NEXON AMERICA, INC. - TERMS OF USE

**PLEASE READ THIS TERMS OF USE AGREEMENT CAREFULLY BEFORE USING THE SERVICE.** Nexon America, Inc. ("Nexon America," the "Company," "we," "us") provides this web site (the "Site") and all Site-related services and products, including, without limitation, massively multiplayer online role-playing and multiplayer online casual games (collectively, the "Service") subject to your compliance with the terms and conditions set forth in this agreement (the "Agreement"). This Agreement governs the relationship between the Company and you, the Site visitor and/or Service member ("you") with respect to your use of the Service. It is important that you read carefully and understand the terms and conditions of this Agreement.

We reserve the right at any time to:

- Change the terms and conditions of this Agreement;
- Change the Service, including terminating, eliminating, supplementing, modifying, adding to or discontinuing any content or data on or feature of the Service or the hours that the Service is available;
- Change any fees or charges, if any, related to your use of the Service; and
- Change the equipment, hardware or software required to use and access the Service.

Any changes we make will be effective immediately upon notice, which we may provide by any means including, without limitation, posting on the Site. Your continued use of the Site or Service after such notice will be deemed acceptance of such changes. Be sure to return to this page periodically to ensure familiarity with the most current version of this Agreement. Upon our request, you agree to sign a non-electronic version of this Agreement.

#### 1. SERVICE REGISTRATION.

##### 1.1 Acceptance of Agreement/Age Requirements.

In order to access and use the Service for any purpose, you must sign up for an account ("Account") with us. Prior to completing the signup process for your Account, you will be required to indicate your acceptance of all of the terms and conditions of this Agreement. If you do not agree to all of the terms and conditions of this Agreement, you may not sign up for an Account and you shall not have the right to use the Service, which includes the right to play any games. By signing up for an Account and using the Service, you represent and warrant that you are 18 years of age or over and have the right, authority and capacity to enter into this Agreement, or you are the legal age required to form a binding contract in your jurisdiction if that age is greater than 18. Without limiting your consent to or the scope of this Agreement or the licenses granted herein, or any future grant of rights, consent, agreements, assignments, and waivers you make with respect thereto, you hereby ratify any prior grant of rights, consents, agreements, assignments and waivers made by you. Your Account may be used only by you, except that if you are a parent or guardian, you may permit one (1) of your minor children who is 13 years of age or older to use the Account instead of you. You agree that you are entirely liable for all activities conducted through the Account, and are responsible for ensuring that you are and/or your child is aware of, understands, and complies with the terms of this Agreement and any and all other Company rules, policies, notices and/or agreements. Notwithstanding the foregoing, you shall at all times be responsible and liable for all activities conducted and items obtained through the Account, including, without limitation, all activities which may be conducted and/or items which may be obtained by your child. Only "natural persons," as opposed to any kinds of legal entities (e.g., corporations, limited liability companies, and/or partnerships), shall have the right to establish an Account. We hereby disclaim any and all responsibility and liability for any unauthorized use of your Account.

##### 1.2 Registration Process/Information.

To register an Account, you will be required to provide us with certain information about yourself, including, without limitation, your name, e-mail address, birthday, gender, country of residence, state, zip code and ethnicity. We will also ask you to pick a security question and answer (or security questions and answers) and may collect your IP address and computer's hardware and operating system specifications. The information you provide to us and that we collect will be used by us for a variety of internal purposes, including without limitation to verify your rights to and maintain the Account, to ensure that your Account is unique, to deal with security, debugging and technical support issues, for billing and payment-related issues and to protect ourselves and others

from abuse. All of the information you provide to us or that we collect from you will be governed by the terms and conditions of this Agreement and our Privacy Policy, which is hereby incorporated by reference. You agree at all times to (i) provide accurate, current and complete information about yourself as prompted by our registration form or otherwise; and (ii) maintain and update your information (including your e-mail address) to keep it accurate, current and complete. You acknowledge that, if any information provided by you is untrue, inaccurate, not current or incomplete, we reserve the right to terminate this Agreement and your use of the Service and, in our sole discretion, to report you to the appropriate government authorities. We are not responsible or liable if your Account is "hacked" or if your Account (or the information contained therein) is otherwise deleted.

### 1.3 Username/Password.

As part of the registration process, you will also be asked to select a username and password for your Account which you will use each time you access the Service. We reserve all right to refuse to grant you or to terminate a username that: (i) impersonates someone else, including, without limitation, another user, Non Playing Character or Game Master ("GM"), (ii) is or may be illegal or is or may be protected by trademark or other proprietary rights laws, or may cause confusion, (iii) is or may be considered vulgar, defamatory, obscene, hateful, racially, ethnically or otherwise offensive, including any usernames which are sexual in nature, (iv) is comprised of or includes the name of a popular culture icon, persona or media personality (e.g., "SpiderMan" or "TigerWoods") or religious deity or figure or your real name or surname, (v) is comprised of or includes the names (including "street" names) of any drug, narcotic or other criminal activity, (vi) includes or is comprised of partial or complete sentences (e.g., "Youwillnotsurvive"), (vii) is comprised of or includes gibberish (e.g., "Akdnvprq"), (viii) is comprised of or includes "Leet" or "Dudespeak" (e.g., OMGnewb, xLOLx, AFKbotman), (ix) is comprised of or includes any rank and/or fantasy titles (e.g., "MajorMark" or "QueenQiana"), (x) includes any special characters (i.e., ASCII codes) and/or (xi) is otherwise inappropriate, regardless of our software's ability to disallow such usernames. You agree that you will not use misspellings or alternative spellings or take any other actions for the purpose of circumventing the foregoing restrictions. You understand and agree that, in addition to the foregoing restrictions, we reserve the right to change, remove, alter or delete any username at any time and for any reason in our sole discretion. You will be responsible for the confidentiality and use of your username and password and agree not to transfer your right to use or access the Service via your username or password to any third person (except if you are a parent or guardian to one (1) of your minor children). If you have reason to believe that your Account with us is no longer secure, you must promptly change your password by visiting <http://www.nexon.net> and immediately notify us of the problem by e-mailing our customer service department by using the E-mail of Inquiry form on the Site. YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD AND FOR ANY AND ALL ACTIVITIES (INCLUDING PURCHASES AND CHARGES, AS APPLICABLE) THAT ARE CONDUCTED THROUGH YOUR ACCOUNT.

## 2. SERVICE USE & RESTRICTIONS.

- 2.1 Basic Use. You may use the Service solely subject to the terms and conditions set forth in this Agreement. You may use the Software (as defined in the End User License Agreement) to access the Service solely subject to the terms and conditions of the End User License Agreement as well as this Agreement. You understand and agree, however, that you are solely responsible for obtaining and maintaining all telephone, cable, wireless, computer hardware and other equipment needed to access and use the Service and that you shall be solely responsible for all charges and fees related thereto.
- 2.2 Code of Conduct. While using the Service and Software, you agree to comply with all applicable laws, rules and regulations. We reserve the right, in our sole discretion, to take any actions we deem necessary and appropriate to preserve the integrity of the Service and Software. We further reserve the right to determine what conduct is outside the "spirit" of the Service and games provided therein. While using the Service, you agree not to:
- Restrict or inhibit any other individual from using the Service, a Cash Item (as defined below) or the Software, including, without limitation, by means of "hacking" or defacing any portion of the Service or Software;
  - Institute an attack upon any server used in connection with the Service or otherwise attempt to

disrupt such servers;

- Use the Service, Cash Items or Software for any unlawful purpose or in any manner not intended by the Company as contemplated herein and/or on the Site;
- Engage in rude, unlawful, harassing, vulgar, obscene, hateful, threatening, abusive or otherwise objectionable behavior, including, without limitation, looting, kill stealing, making sexual comments and/or cursing;
- Express or imply that any statements you make or actions you take are endorsed by us;
- Impersonate another person (including celebrities), indicate that you are a Nexon America employee, representative of Nexon America (including a GM) or attempt to mislead users by indicating that you represent Nexon America or any of Nexon America's partners or affiliates;
- Transmit: (i) any content that is unlawful, harassing, vulgar, obscene, hateful, fraudulent, threatening, abusive, libelous, defamatory, obscene, sexually explicit, or racially, ethnically or otherwise objectionable, or that could be deemed to be stalking or constitute an invasion of a right of privacy of another person; (ii) any content that infringes our or any third party's intellectual property or other rights, or that you otherwise do not have permission to transmit; (iii) any software or other materials that contain any viruses, worms, trojan horses, defects, date bombs, time bombs or other items of a destructive nature; (iv) any material, non-public information about companies without the authorization to do so; (v) any trade secret of any third party; or (vi) any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by us);
- Engage in spamming or flooding;
- Remove, alter or conceal any copyright, trademark, patent or other proprietary rights notices contained in the Service, Cash Items or Software;
- "Frame" or "mirror" any part of the Service without our prior written authorization;
- Link to any page of or content on the Site other than the URL located at <http://www.nexon.net/>;
- Provide a link to any web sites that promote any product or any service;
- Use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Service or its contents, including, but not limited to, Cash Items;
- Harvest or collect information about the Service, visitors to the Site or users of the Service without their express consent;
- Download, copy, reproduce, republish, upload, post, transmit, modify, distribute or publicly display any of the content or information contained in the Service except as expressly authorized by this Agreement;
- Host, provide matchmaking services for, or emulate or redirect the communications protocols used by us (or our designees) as part of the Service, including, without limitation, by protocol emulation, tunneling, reverse engineering, modifying the Software or using a utility program to host the Software;
- Sell, advertise, or post information on hacks for the Software, Cash Items or Service and/or advertising, posting information on or selling hacks for any other software or web sites;
- Exploit the Software, Cash Items or the Service for any commercial purpose, including the provision of "power leveling" services;
- Exploit errors in design, features which are not documented and/or bugs to gain access that would otherwise not be available or to obtain any competitive advantage;
- Modify the Software, Cash Items or the Service to change "game play," including, without limitation, creating cheats and/or hacks or using third-party software to access files in the Software or Service;
- Reverse engineer, decompile or disassemble all or any portion of the Service, Cash Items or Software;
- Use tools which hack or alter the Software, Cash Items or the Service or that allow you to connect to the Software's private binary interface or utilize user or other interfaces other than those provided by us to you;
- Engage in using macros (i.e., "macroing"), auto-looting or robot play (i.e., "booting") or any other behavior that allows you (or any character you are controlling) to automatically function or effect any action in a game with or without your presence;
- Use "packet sniffing," scripting and/or macroing software for any purpose whatsoever, or otherwise monitor the Service, the Cash Items or the Software;
- Attempt to obtain a password or other private account information from any other person or user of the Service; and/or
- Disclose your personally identifiable information or any other person's or user's personally identifiable information (e.g., name, e-mail address, telephone number, age, address, etc.) on the Site or through the Service, or web sites or forums related to the Site or Service, including without limitation the Forums discussed in Section 2.3.

2.3 Playing Games. At all times you shall comply with the terms and conditions of this Agreement and

the terms and conditions of all Game Rules and Policies provided on the Service, which are hereby incorporated herein by this reference. By playing any of the games provided on the Service, you agree to the Game Rules and Policies applicable to each game, respectively.

2.3.1 Game Forums. While playing games, you may create and/or join existing forums as part of the Service (the "Forums") for the purpose of communicating with other players regarding game strategy. During the registration process, you will be required to select a Forum name, such name to be subject to the restrictions applicable to usernames and group names as set forth in Section 1.3 above. While participating in a Forum, in addition to adhering to the rules of conduct set forth in Section 2.2 above, you agree not to:

- Disrupt the normal course and pace of postings or chat in the Forum, including through: (i) use of a macro with large amounts of text; (ii) use of mechanisms causing the Forum or chat screen to scroll faster than other users are able to read; (iii) hitting the return key repeatedly; (iv) excessive shouting through the use of the "all caps" key; (v) posting "Spam" messages; and/or (vi) sending repeated unsolicited or unwelcome messages to a single user or repeatedly posting similar messages in a Forum or chat area;
- Harass, threaten, stalk, embarrass or cause distress, unwanted attention or discomfort to any other person or player; and
- Participate in any action that, in the sole discretion of the Company, "scams" or otherwise defrauds any other player, including with respect to any items that a player has earned or otherwise obtained (e.g., Cash Items).

You understand that much of the information included in the Forums is from other players who are not employed by or under the control of the Company. You further acknowledge that a large volume of information is available in the Forums and that people participating in such Forums occasionally post messages or make statements, whether intentionally or unintentionally, that are inaccurate, misleading, deceptive, abusive or even unlawful. We neither endorse nor are responsible for such messages or statements, or for any opinion, advice, information or other utterance made or displayed in the Forums by you or the other players. The opinions expressed in the Forums reflect solely the opinion(s) of you and the other players and may not reflect the opinion(s) of the Company. We are not responsible for any errors or omissions in postings, for hyperlinks embedded in messages or for any results obtained from the use of the information contained in the Forums. Under no circumstances will we or our affiliates, suppliers or agents be liable for any loss or damage caused by your reliance on the information in the Forums or your use of the Forums. You should be aware that, when you disclose information about yourself in a Forum while using the Service, the information is being made publicly available and may be collected and used by other users. When you disclose any information in a Forum, you do so at your own risk. We have no obligation to monitor the Forums, or any postings or other materials that you or other players transmit or post on the Forums. However, you acknowledge and agree that we have the right (but not the obligation) to monitor the Forums and the postings and other materials you and the other players transmit and post; to alter or remove any such materials (including, without limitation, any posting to a Forum); and to disclose such materials and the circumstances surrounding their transmission to any third party in order to operate the Service properly, to protect ourselves, our sponsors and our members and visitors and/or to comply with legal obligations or governmental requests.

2.3.2 Cash Shop / Cash Items. While playing our games, you will have the opportunity to visit our online store ("Cash Shop") and use online "cash" ("Nexon Cash") to license a variety of virtual items ("Cash Items") that can be used while playing various games. In order to obtain Nexon Cash, you may be required to provide us or another payment service designated by us (e.g., PayPal) with your credit card information and other information related to your credit card transaction (e.g., your billing and shipping address on record with the applicable credit card company, your credit card expiration date, etc.). For each "real world" U.S. Dollar that you authorize us to charge to your credit card, you will be awarded one thousand (1000) units of Nexon Cash; provided, however, that we reserve the

right in our sole discretion at any time to change the number of units you will be entitled to for each "real world" U.S. Dollar. YOU UNDERSTAND AND AGREE THAT ONCE YOU AUTHORIZE US OR OTHER DESIGNATED PAYMENT SERVICE TO CHARGE YOUR CREDIT CARD FOR A CERTAIN AMOUNT, SUCH AMOUNT SHALL UNDER NO CIRCUMSTANCES BE REFUNDABLE, INCLUDING, WITHOUT LIMITATION, UPON TERMINATION OF YOUR ACCOUNT FOR ANY REASON, TERMINATION OF THIS AGREEMENT, TERMINATION OF THE CASH SHOP AND/OR THE DISCONTINUATION OF THE SERVICE. You may also be awarded points ("Game Points") for use in the Cash Shop or through certain of our promoted events. These Game Points have no "real world" value, but may be exchanged by you for designated Cash Items in the Cash Shop. Certain Cash Items have an expiration date, while others have no expiration date ("Lifetime Items"). Each Cash Item that you obtain using Nexon Cash or Game Points will be included in your Account until the earlier of that Cash Item's expiration date (if it is not a Lifetime Item), your Account's expiration or termination date, or such date when the Service ends. REGARDLESS OF THE CONSIDERATION OFFERED OR PAID IN EXCHANGE FOR CASH ITEMS, YOU DO NOT HAVE ANY OWNERSHIP RIGHTS IN THE CASH ITEMS. We have no liability for "hacking" or loss of your Cash Items from your Account, provided we will use reasonable efforts to replace such items under certain circumstances in our reasonable discretion. We have no obligation or responsibility to and will not reimburse you for any Cash Item or any experience lost due to your violations of this and any other Company rules, policies, notices and/or agreements. You understand that any credit card transaction-related information will be treated by the Company in the manner described herein and in our Privacy Policy, and, as applicable, in the manner described in the privacy policy of any third-party payment service that we choose to use. You agree that all information that you provide to the Company or a designated third-party payment service will be accurate, current and complete. You hereby agree to pay all charges incurred by you (or your child, if applicable) resulting from your use of the Service at the price(s) in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to such transactions. You understand that we may suspend or terminate your Account if for any reason a charge you authorize us to make to your credit card cannot be processed or is returned to us unpaid and, if such event occurs, you shall immediately remit to us payment for such charge through the use of another credit card or other payment mechanism. We shall not be responsible or liable for any credit card or bank-related charges or fees related to any of your transactions. We reserve the right, without prior notification, to limit the order quantity on any Cash Item and/or to refuse to provide you with any Cash Item. Verification of certain information applicable to a transaction involving a Cash Item may be required prior to our acceptance thereof. Price and availability of the Cash Items are subject to change without notice. You agree that you cannot and have no right to sell or otherwise transfer any of the Cash Items, or any other content or information included in the Service, in whole or in part, to any third person or entity whatsoever, including, without limitation, on Internet auction sites (e.g., eBay, IGE) or in return for anything of value (including "real" money) or otherwise.

#### 2.4 Hardware and Software Access. You hereby acknowledge that:

- 2.4.1 The Company has the right to obtain, without notification to you, certain information about your computer or software, including, but not limited to, your operating system, identification of your hard drives, central processing unit, IP address, and Internet browser for purposes of identification.
- 2.4.2 The Company has the right to obtain, without notification to you, non-personal information from your connection to the Service or Site for demographic purposes.
- 2.4.3 The Company has the right to obtain, without notification to you, information from your computer, software, and parts or portions thereof, including, without limitation, your computer's random access memory, video card, central processing unit, hard drive(s) and any other storage devices to assist our efforts in policing users who may develop and/or use "hacks" and/or "cheats" to gain advantage

over other users. The information obtained in this Section will only be used for the purpose of identifying persons or entities not in compliance or believed by the Company to not be in compliance with this Agreement and any and all other Company rules, policies, notices and/or agreements.

### **3. COMPANY MATERIALS.**

The Software and Service are intended solely for playing purposes and for your personal use. You may print a single copy of any textual material available for downloading through the Service. Although the Company strives to provide content through its Service that is both useful and accurate, data and other information change frequently and are subject to varying interpretations. Accordingly, although the Company endeavors to use reasonable care in assembling such content, it may not be up-to-date, accurate or complete. In addition, portions of such content may have been contributed by various third parties and/or service providers. The inclusion of such information does not indicate any approval or endorsement of such third parties or providers and the Company expressly disclaims any liability with respect to the foregoing. Descriptions or images of, or references to, products or services available on the Service do not imply the Company's endorsement of such products or services. If you believe that certain content is incomplete or inaccurate, please contact our customer service department using the E-mail of Inquiry located on the Site with, if possible, a description of the content to be checked and the location (URL) where such content may be found.

### **4. LINKS.**

The Site may contain links to other Internet web sites, including affiliated web sites, which may or may not be owned or operated by the Company. The Company has not reviewed all of the web sites that are linked to the Site, and the Company has no control over such sites. The Company is not responsible for the content of such web sites, any updates or changes to such sites, or the privacy or other practices of such sites, and the fact that the Company offers such links does not indicate any approval or endorsement of any material contained on any linked site. The Company is providing these links to you only as a convenience. Accordingly, we strongly encourage you to become familiar with the terms of use and practices of any linked site. Further, it is up to you to take precautions to ensure that whatever links you select or software you download from such web sites is free of such items as viruses, worms, trojan horses, defects, date bombs, time bombs and other items of a destructive nature.

### **5. CLAIMS OF COPYRIGHT INFRINGEMENT.**

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials hosted by the Company infringe your copyright (for example, materials posted on one of our Forums), you (or your agent) may send us a notice requesting that the material be removed or access to it blocked. The notice must include the following information: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on the Site are covered by a single notification, a representative list of such works); (iii) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow the Company to locate the material on the Site; (iv) the name, address, telephone number and email address (if available) of the complaining party; (v) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (vi) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed by the Company against you, the DMCA permits you to send the Company a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright/> for details. Notices and counter-notices with respect to the Site should be sent to Nexon America's Copyright Agent for Notice of claims of copyright infringement as follows:

Min Kim  
Nexon America, Inc.  
3460 Wilshire Boulevard, 7th Floor  
Los Angeles, CA 90010  
By email: [press@wizet.com](mailto:press@wizet.com)

The Nexon America copyright agent should be contacted only if you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring through use of the Service or Site. Please

note that these notifications and counter-notifications are legal notices. Nexon America may provide copies of such notices to the participants in the dispute or third parties, at our discretion and as required by law. Our Privacy Policy does not protect information provided in these notices and counter-notices. ALL OTHER INQUIRIES DIRECTED TO THE NEXON AMERICA COPYRIGHT AGENT WILL NOT BE ANSWERED.

## **6. OWNERSHIP, LICENSING AND RESTRICTIONS ON USE.**

- 6.1 Ownership. Except for the personal information and content submitted by users of the Service, the Service and Software and all content included therein (including without limitation graphics, artwork, music, choreography, characters, character IDs, Forum IDs, account IDs, Cash Items and/or other items acquired or created in the Service, including through the Cash Shop) are owned by Nexon America or its licensors, and are protected by United States and other international intellectual property laws. You may not use our trademarks and trade dress in connection with any product or service that is not ours, in any manner that is likely to cause confusion among customers or subscribers, or in any manner that disparages us. Except as expressly provided herein, we and our licensors do not grant you any express or implied rights, and all rights, title and interest that we have in and to the Service that are not expressly granted by us to you are retained by us.
- 6.2 Your License from Nexon America. Subject to the terms of this Agreement and so long as you remain compliant with such Agreement, Nexon America grants you a non-exclusive, limited, fully revocable license to use the Service, and the content contained therein in conjunction with the Service. You may not modify, publish, transmit, transfer, sell, reproduce, upload, post, distribute, perform, display, create derivative works from, or in any way exploit such content, except as Nexon America expressly permits in this Agreement or the Service. Your use of such content for any purpose other than as expressly permitted in this Agreement or the Service is a violation of the intellectual property rights and other proprietary rights of Nexon America and may subject you to civil liability and/or criminal prosecution under applicable laws.
- 6.3 Your License to Nexon America. When you provide content to or create content using the Service, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, fully paid-up, sublicensable right throughout the world to exercise all copyright, publicity, and other rights you have in the content in any media known now or in the future. Such rights include, without limitation, all rights you have in use, distribution, reproduction, modification, adaptation, creation of derivative works, translation, public performance and public display of the content. You also hereby waive any moral rights you may have in such content under the laws of any jurisdiction. You hereby appoint us as your agent with full power to enter into and execute any document and/or do any act we may consider appropriate to confirm the grant of rights, consents, agreements, assignments and waivers set forth in these Terms of Use. We reserve the right to remove or modify any content you provide to us or otherwise post on the Site at our sole discretion and without prior notice or any liability to you. You represent, warrant and agree that none of the content you provide to or create using the Service violates any third party's intellectual property or other rights or is subject to any obligation, whether of confidentiality, attribution or otherwise, on our part and we will not be liable for any use or disclosure thereof.
- 6.4 Software. Use or downloading of the Software is conditioned on your acceptance of the terms and conditions of our End User License Agreement and any license agreements relating to such Software, including all third party agreements. By using the Software, you agree to all of the terms and conditions set forth in such agreements.

## **7. ACCESS & USE BY MINORS.**

Pursuant to 47 U.S.C. Section 230(d), as amended, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of protections is available from America Links Up: <http://www.netparents.org/parentstips/browsers.html>.

## **8. PRIVACY/SECURITY.**

You understand that any information provided by you or collected by us in connection with your use of the Service will be used in the manner described herein and pursuant to the terms and conditions of our Privacy Policy, such Privacy Policy being incorporated into and made a part of this Agreement by this reference. If you do not agree to the terms of the Privacy Policy, you may not use the Service. Without limiting the terms of the Privacy Policy, you understand that we do not guarantee that your use of the Service and/or the information contained in your Account will be private or secure, and we are not responsible or liable to you for any lack of privacy or security you may experience. You are fully responsible for taking precautions and providing security measures best suited for your situation and intended use of the Service.

## **9. JURISDICTIONAL ISSUES/SERVICE INTERRUPTIONS.**

The Service is not available or accessible in countries or territories where we are operating a localized version of the Service through a licensed operator, such as China, Japan, Taiwan, Singapore, Malaysia and Thailand. We make no representation that materials available on or through the Service, including, without limitation, the Software and the games, are appropriate or available for use in all locations. Those who choose to access and/or use the Service do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent local laws are applicable. The Software is subject to United States export controls as set forth in the End User License Agreement. We reserve the right to limit, suspend, interrupt or terminate the availability of the Service, in whole or in part, to you and any other user or person, geographic area or jurisdiction, at any time and in our sole discretion. You acknowledge and agree that interruptions, delays and disruptions of the Service may occur and that the Company has no control over third party servers, systems and/or networks which may be utilized in connection with the functioning of the Service. The Company hereby disclaims all liabilities with respect to all interruptions, delays and disruptions of the Service.

## **10. TERMINATION AND DISCONTINUATION.**

- 10.1 Termination. This Agreement shall remain effective until terminated. If you wish to terminate your Account, you may do so by contacting our customer service department by using the E-mail of Inquiry on the Site or by terminating your account by following the instructions on the Site. Upon our acceptance of your request, your Account will be terminated. We reserve the right, with or without notice to you, to suspend or terminate your Account and this Agreement if you violate the terms and conditions of: (i) this Agreement, (ii) the End User License Agreement, and/or (iii) any of the Game Rules and Policies. We also reserve the right, with or without notice to you, to suspend or terminate your Account and this Agreement in our reasonable discretion.
- 10.2 Discontinuation. You understand that the Service is provided via the Internet by the Company through the use of servers, networks and other technology. Notwithstanding anything to the contrary in this Agreement (including without limitation Section 10.1), the Company reserves the right to permanently discontinue the Service at any time. Upon such discontinuation, your Account and this Agreement shall terminate. able discretion.
- 10.3 Effect of Termination. Upon termination of this Agreement for any reason, your right to use the Service shall immediately cease, and you shall destroy all Software and other content obtained through your use of the Service and all copies thereof. YOU ACKNOWLEDGE AND AGREE THAT WE SHALL HAVE NO OBLIGATION WHATSOEVER TO YOU AFTER THE TERMINATION OF YOUR ACCOUNT OR THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, TO PROVIDE YOU WITH A REFUND OF ANY CHARGES YOU AUTHORIZED US OR ANY DESIGNATED PAYMENT SERVICE TO CHARGE TO YOUR CREDIT CARD(S) IN CONNECTION WITH YOUR PURCHASE OF NEXON CASH, WHETHER OR NOT YOU ACTUALLY USED THE NEXON CASH TO OBTAIN CASH ITEMS.
- 10.4 Survival. Sections 6.1, 6.3, 10.3, 10.4, 11, 12, 13, and 16 (as well as the definitions applicable to such sections) shall survive any termination of this Agreement or discontinuance of the Service.

## **11. DISCLAIMERS.**

THE SERVICE (INCLUDING THE SITE, THE GAMES, THE CASH ITEMS, THE SOFTWARE AND ALL OTHER CONTENT CONTAINED THEREIN) AND ANY PRODUCT OR SERVICE OBTAINED THROUGH THE SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE COMPANY AND ITS PARENTS, SUBSIDIARIES,



AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, PARTNERS, SPONSORS AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, WHICH MIGHT APPLY TO THE SERVICE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. THE COMPANY AND ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, PARTNERS AND AGENTS DO NOT WARRANT THAT YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE, AND THE SERVER(S), SYSTEM(S) AND NETWORK(S) ON WHICH THE SERVICE IS HOSTED AND/OR OPERATES, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, COMPUTER HARDWARE AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE THE SERVICE AND ALL CHARGES AND FEES RELATED THERETO. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICE AND YOUR RELIANCE THEREON. NO OPINION, ADVICE OR STATEMENT OF THE COMPANY OR ITS PARENTS, SUBSIDIARIES, AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, PARTNERS, AGENTS OR THIRD PARTY USERS, WHETHER MADE ON THE SERVICE OR OTHERWISE, SHALL CREATE ANY WARRANTY. YOUR USE OF THE SERVICE, THE CASH SHOP, ANY CASH ITEMS, THE SOFTWARE AND ALL OTHER CONTENT CONTAINED THEREIN IS ENTIRELY AT YOUR OWN RISK.

## **12. LIMITATION OF LIABILITY.**

NEITHER THE COMPANY NOR ANY OF OUR PARENTS, SUBSIDIARIES, AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS OR PARTNERS, NOR OUR OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS, ATTORNEYS OR OTHER REPRESENTATIVES, ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA, LOSS OF GOOD WILL OR LOST PROFITS), UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE SERVICE (INCLUDING, WITHOUT LIMITATION THE SITE, THE GAMES, THE SOFTWARE AND ALL OTHER CONTENT CONTAINED THEREIN), YOUR ACCOUNT (INCLUDING, WITHOUT LIMITATION YOUR CASH ITEMS OR NEXON CASH), ANY LINKED SITE OR ANY PRODUCT OR SERVICE PURCHASED THROUGH YOUR USE OF THE SERVICE, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SERVICE, OR ANY PART THEREOF, IS TO STOP USING THE SERVICE. THE MAXIMUM AGGREGATE LIABILITY OF THE COMPANY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL BE THE LESSER OF TWENTY U.S. DOLLARS OR THE TOTAL CUMULATIVE AMOUNT PAID BY YOU TO OBTAIN CASH ITEMS.

## **13. INDEMNIFICATION.**

As a condition of your access to and use of the Service and/or Site, you agree to indemnify, defend and hold the Company, our parents, affiliates, subsidiaries, independent contractors, licensors, suppliers, advertisers, partners, sublicensees and sponsors, and our and their directors, officers, employees, consultants, agents, attorneys and other representatives, harmless from and against any and all claims, damages, losses, liabilities, costs (including reasonable attorneys' fees) and other expenses that arise directly or indirectly out of or from (i) your access to and use of the Service and/or Site and the content therein, including, without limitation, any allegations that any content you submit or transmit while using the Service infringes or otherwise violates the copyright, trademark, trade secret or other intellectual property rights, privacy or publicity rights or other rights of any third person or party; (ii) your violation of this Agreement, the Privacy Policy, any applicable law or the rights of any other person; (iii) any dispute you have or claim to have with one or more users of the Service and/or Site; (iv) the Company's resolution (if any) of any dispute you have or claim to have with one or more users of the Service and/or Site; (v) your improper authorization for the Company to collect, use or disclose any data or content provided by you; and (vi) any disclosures made with your permission (including, without limitation, your consent that the Company disclose your personal information and other information collected as set forth in our Privacy Policy).

## **14. QUESTIONS/COMMENTS.**

You understand that any information provided by you or collected by us in connection with your use of the Service will be used in the manner described herein and pursuant to the terms and conditions of our Privacy Policy, such Privacy Policy being incorporated into and made a part of this Agreement by this reference. If you do not agree to the terms of the Privacy Policy, you may not use the Service. Without limiting the terms of the Privacy Policy, you understand that we do not guarantee that your use of the Service and/or the information contained in your Account will be private or secure, and we are not responsible or liable to you for any lack of privacy or security you may experience. You are fully responsible for taking precautions and providing security measures best suited for your situation and intended use of the Service.

### 15. NOTICE FOR CALIFORNIA USERS.

Under California Civil Code Section 1789.3, users of the Service from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

### 16. MISCELLANEOUS.

This Agreement is governed by and construed in accordance with the laws of the State of California, United States of America, without regard to principles of conflicts of laws that would result in the application of the law of a different jurisdiction. You agree to submit to the exclusive jurisdiction of any State or Federal court located in the County of Los Angeles, United States of America, and waive any jurisdictional, venue or inconvenient forum objections to such courts. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. Except as otherwise specifically provided herein, this is the entire Agreement between us relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral Agreements between us with respect to such subject matter. This Agreement is not assignable, transferable or sublicenseable by you except with the Company's prior written consent. The failure of the Company to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. Any heading, caption or section title contained in this Agreement is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. The United Nations Convention on the International Sale of Goods is explicitly excluded from this Agreement.

*© 2006 Nexon America, Inc. -- All Rights Reserved.  
Updated: November 17th, 2006*

