

NEXON PRIVACY POLICY



NEXON AMERICA, INC. - ONLINE PRIVACY POLICY

(Last Updated: May 2nd, 2007)

Nexon America, Inc. and its affiliated companies (collectively, "Nexon America," the "Companies," "we," "us") provide 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") solely for playing purposes. Because the success of the Service is dependent on building and maintaining goodwill with our customers, we are committed to implementing measures designed to protect the privacy of those using the Service.

Although Nexon America respects the privacy of all those who visit the Site and use the Service, we do collect certain information from such persons. This Privacy Policy governs your interaction with the Site and your registration for and use of the Service. Except as set forth within this Privacy Policy and our Terms of Use and End User License Agreement or other published guidelines, we do not release personally identifiable information about users without their permission. By using the Service, you signify your agreement to this Privacy Policy, our Terms of Use, End User License Agreement, and other Nexon America rules, policies, notices, agreements and guidelines.

Please note that Nexon America reviews its privacy practices from time to time, and that those practices are, therefore, subject to change. If we change a material aspect of this Privacy Policy, you will be notified by our posting the change on the Service and/or in an updated Privacy Policy. Your continued use of the Service after any such changes signifies your acceptance thereof. We ask that you bookmark and periodically review this page to ensure continuing familiarity with the most current version of our Privacy Policy.

THE INFORMATION GATHERED.

Two types of information are gathered from and regarding users of the Service:

Personally identifiable information: We only collect personally identifiable information from you on a voluntary basis. You may visit the Site without providing us with any personally identifiable information. However, at certain times while using the Service - for example, when signing up to open an account or sending us a comment by e-mail - we require that you provide us with certain personally identifiable information (including, for example, your full name, telephone number and e-mail address). Further, you will be required to provide us or a third party payment service (e.g., PayPal) with your credit card information (including a valid credit card number, expiration date and shipping and billing addresses) if you wish to purchase items when using the Service. You will be notified each time your personally identifiable information will be collected by a third party payment service (or other third party). If you do not wish to provide your personally identifiable information to any such third party, you may choose to not provide your personally identifiable information at that time. This Privacy Policy itself serves as notice to you that we collect personally identifiable information at certain times during your use of the Service.

Non-personally identifiable information: When you use the Service, we may collect information that will not be able to specifically identify you such as your birthday, gender and ethnicity. In addition, when you use the Service, we may collect information and aggregate information indicating, among other things, which pages of the Service you visit, the order in which you visit them and which hyperlinks you "click." Collecting such information can involve logging your IP address (i.e., the unique number assigned to your server or Internet Service Provider ("ISP")), operating system specifications, identification of your hard drives and other storage devices, central processing unit, and browser software used to access the Service. In order to maintain the integrity of the Service, we may also obtain information from your computer, software, and parts or portions thereof, including, but not limited to, your computer's random access memory, video card, central processing unit, hard drive(s) and any other storage devices in order to assist our efforts in policing users who may develop and/or use "hacks" and/or "cheats" to gain advantage over other users. Although such information is not generally personally identifiable, we can determine from an IP address your ISP and the geographic location of your point of connectivity. In order to sign up for any account, you also are required to provide us with a username, password and a Forum name. You must also provide a character name whenever you create a character for your account. You may also provide non-personally identifiable information to us while participating in forums and chat rooms or otherwise using the Service which may be retained in our databases, such as security questions and answers.

We use "cookies" that is, small text files placed on your computer hard drive. In practical terms, cookies are your identification card for the computers, or servers, that placed them there. Cookies are only read by the server that placed them, and are unable to execute any code or virus. Nevertheless, you should be able to control how and whether cookies will be accepted by your web browser software. For more information on how to do so, please refer to the documentation accompanying your browser software.

Nexon America does not control the acts of the individuals who use the Service. All users should be aware that, when

they disclose personally identifiable or other information in a bulletin board, chat room, guestbook or other Forum while using the Service, the information is being made publicly available and may be collected and used by other users. When you disclose such information in a bulletin board, chat room, guestbook or other forum, you do so at your own risk; we are not responsible for information that you choose to communicate to other users on the Service, or for the actions of other users. We reserve the right (but shall have no obligation) to monitor your use of bulletin boards, chat rooms, guest books or other forums.

USE OF THE INFORMATION GATHERED; OPTING-OUT; ILLEGAL ACTIVITIES.s or other forums.

Please take some time to familiarize yourself with the different ways the information that is gathered from and regarding users is used.

Personally identifiable information: The personally identifiable information that you provide allows us to do a number of things, including allowing us (or third parties) to fulfill your product or service orders, alerting you to new products or services, features or enhancements, handling or routing your customer service questions or comments and/or notifying you about contests, promotions, special events, offers, products and services that may be of interest to you. Nexon America may enhance or merge the personally identifiable information collected from you with data from third parties. Further, we may share or otherwise transfer the information that we collect from you with our affiliates, advertisers and other business partners for a variety of purposes, including for the purpose of such parties providing you with advertisements, promotions, marketing materials or other materials or information related to products and services which might be of interest to you.

Non-personally identifiable information: Nexon America uses non-personally identifiable information in aggregate form to build higher quality, more useful online services by performing statistical analyses of the collective characteristics and behavior of our users, and by measuring demographics and interests regarding specific areas of the Service. Nexon America also uses non-personally identifiable information for security or debugging purposes, technical support and to protect against user abuse. We use cookies to help us determine the type of content and pages to which you link, the length of time you spend at any particular area of the Service and/or the parts of the Service that you choose to access or use. Cookies also tell us which advertisements you have seen and allow Nexon America to serve you better and more efficiently, and to personalize your experience while using the Service (e.g., by "remembering" your username or password). We may provide statistical information based on this non-personally identifiable information or data to advertisers, affiliates and other current and potential business partners. We may also use this information to inform these parties as to the number of users who have seen and/or clicked on links to their web sites. We may also combine your non-personally identifiable information with your personally identifiable information for these purposes and to provide you with "targeted" advertisements.

Opting-Out: You may "opt out" of receiving materials described in this Privacy Policy from us and/or our affiliates, advertisers or other business partners. The materials that we send you (e.g., e-mails) will indicate that the materials are from us and will provide you with a method of "opting out" of receiving future materials of a similar nature. If you do not "opt out" of receiving such materials, Nexon America reserves the right to use your personally identifiable information to provide you with such materials and otherwise share or transfer your personally identifiable information to our affiliates, advertisers or other business partners who provide products or services (or advertisements, marketing materials or other information therefore) that we believe may be of interest to you. However, we will not release your credit card information to third parties unless necessary to complete a transaction between you and such third party. If you decide that you would like to "opt-out" of receiving such materials from Nexon America or "opt-out" of Nexon America providing your information to its affiliates, advertisers or other business partners, please contact our customer service department by using the E-mail of Inquiry form on the Site. Keep in mind that, while Nexon America encourages its affiliates, advertisers and business partners to adhere to our policies regarding the privacy of our users and to otherwise handle personal information in a responsible manner, we cannot and do not assume any responsibility for any actions or omissions of third parties, including the manner in which they use information received either from us or independently. Nexon America reserves the right to contact you at any time using your personally identifiable information for administrative or billing-related issues. Please also keep in mind that any opt-out choices you make will not apply where you have made, simultaneously make, or later make a specific request for information from Nexon America.

Illegal Activities: We reserve the right to release and/or use all information contained within our databases, access logs or other records concerning you if you violate our Terms of Use, End User License Agreement or other rules, policies, notices, agreements or guidelines, or intentionally or unintentionally partake (or are reasonably suspected of partaking) in any illegal activity, including, but not limited to, hacking, even without a subpoena, warrant or other court order, and to release such information in response to court and governmental orders, civil subpoenas, discovery requests and as otherwise required by law, and/or to initiate our own legal proceedings. We cooperate with law enforcement agencies in identifying those who may be using the Service (or any part thereof) for illegal activities. We also reserve the right to report any suspicious or suspected illegal activity to law enforcement individuals or entities for investigation or prosecution.

CHANGING OR DELETING PERSONAL INFORMATION; BUSINESS TRANSFERS.

If you would like to have your personally identifiable information removed from Nexon America's databases, please contact our customer service department by using the E-mail of Inquiry form on the Site and we will use reasonable efforts to comply with your request. Keep in mind, however, that there will be residual information that will remain within Nexon America's databases, access logs and other records, which may or may not contain such personally identifiable information. The residual information will not be used by us for commercial purposes; however, we reserve the right, from time to time, to re-contact former users of the Service. In addition, we may sell or transfer assets or portions of our business or our entire business to our affiliated companies or third parties as we continue to improve our product and service offerings. In all such transactions, user information (whether non-personally identifiable or personally identifiable) may constitute one of the transferred business assets and you hereby agree to all such transfers. In addition, in the event we reorganize, file for bankruptcy or engage in similar events (whether voluntarily or otherwise), user information (whether non-personally identifiable or personally identifiable) may be transferred to our successors and assigns.

CHILDREN

We do not knowingly collect or store personally identifiable information from children (defined herein as minors younger than thirteen (13) years of age). The Children's Online Privacy Protection Act imposes certain requirements on web sites directed toward children under 13 that collect information on those children, or on websites that know they are collecting personally identifiable information from children under the age of 13. We want to let you know that it currently is our policy not to collect personally identifiable information from any person under 13 because such children are not permitted to use the Site or Service, and we request that children under the age of 13 not submit any personal information to us via the Site. As one measure to ensure that we do not gather personally identifiable information from children, we require that all individuals accept our Terms of Use, which states explicitly that users of the Site and Service must be either eighteen (18) years of age or older (or the legal age to form a binding contract in the user's jurisdiction if that age is greater than 18), or must be thirteen (13) years of age or older and be using the Site and Service with parental permission. If we learn that we have inadvertently gathered personally identifiable information from children under 13, we will attempt to notify such child's parent or guardian and erase such information from our records.

If you are the parent or guardian of a teenager who is under the age of eighteen (18) but at least thirteen (13) years old, and have authorized your teenager to use your account, we urge you to instruct your teenager to NEVER give out his or her real name, address, phone number or other personally identifiable information while using the Service. Teenagers under the age of eighteen (18) but at least thirteen (13) years old should encourage their parents to review this policy and to contact us if they have any questions. Children under the age of thirteen (13) years old should not attempt to open an account or otherwise access this Site or Service, including playing any games.

PROMOTIONS, CONTESTS & SWEEPSTAKES

If and when Nexon America sponsors promotions, contests or sweepstakes, or third parties sponsor promotions, contests or sweepstakes in conjunction with the Service, either Nexon America or the third party will post relevant privacy information in the official rules and/or registration area for the promotion, contest or sweepstakes. That privacy information, to the extent it conflicts with this Privacy Policy, will govern that particular promotion, contest or sweepstakes.

WEB SITE LINKS

The Site may contain links to other Internet web sites, including co-branded or other affiliated sites, which may or may not be owned or operated by Nexon America. Unless otherwise explicitly stated, we are not responsible for the actions or the privacy practices or the content of such web sites, including such sites' use of any information (such as IP number, browser type or operating system) collected when users of our Service click through links to those web sites. Even though such information might not identify you personally, we strongly encourage you to become familiar with the privacy practices of those sites.

YOUR CALIFORNIA PRIVACY RIGHTS

Beginning on January 1, 2005, California Civil Code Section 1798.83 permits customers of Nexon America who are California residents to request certain information regarding its disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please write to us at:

Nexon America, Inc. - CA Privacy Rights
137 N. Larchmont Blvd., #619
Los Angeles, CA 90004-3704
By email: press@nexon.com

QUESTIONS OR COMMENTS;

Questions or comments regarding this Privacy Policy should be directed to our customer service department using the Email of Inquiry form located on our website, www.nexon.net.

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