

# End User License Agreement

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## Age of Conan UnCHAINED

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This End User License Agreement (this “**Agreement**”) is a legal and binding agreement between You (an individual) (“**You**” or where applicable “**Your**”) the end user, and Funcom Oslo AS (“**Funcom Sales**,” together, with its affiliates and licensors, collectively referred to herein as “**Funcom**”). This interactive, software video game entitled **Age of Conan (Or an expansion or other downloadable content with Age of Conan as the base game)** and any files that are delivered to You (via download, DVD, CD or otherwise) by or on behalf of Funcom to fix, patch, update or otherwise modify the software program (the “**Software**”) and any printed materials, or online or electronic documentation (the “**Manual**”), and all copies and derivative works of the Software or the Manual and the Game play software residing on Funcom servers (collectively, the “**Game**”) are the copyrighted work of Funcom. The Game is protected by intellectual property and copyright laws and treaties.

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*Grant of Limited, Non-Exclusive License.* As a condition precedent to Funcom Sales licensing to You the right to install and otherwise use the Software onto Your computer or game device, You must accept and agree to be bound by the terms and conditions of this Agreement. The Software will enable You to play the Game by accessing Your account with the Service (the “**Account**”). Subject to Your agreement to and continuing compliance with this Agreement and the Terms & Conditions, Funcom hereby grants to You, and You hereby accept, a limited, non-exclusive license to (a) install the Software on one or more computers or game devices owned by You or under Your legitimate and exclusive control, and (b) use the Software for Game play exclusively in conjunction with the Service for non-commercial entertainment purposes only. All use of the Software is subject to this Agreement and to the Terms & Conditions, both of which must be accepted before the Game or any element thereof can be played or otherwise used.

*Service; Terms & Conditions; Privacy Policy.* This Game is not rated by a software ratings board and is played online over the Internet through the Service as provided by Funcom. You understand and agree that (i) Funcom does not provide Internet access and You are responsible for obtaining such access and all costs and fees associated with your Internet connection; and (ii) the Service is provided by Funcom at its sole and absolute discretion and may be terminated or otherwise discontinued by Funcom at any time and from time to time without notice pursuant to the Terms & Conditions and neither Funcom nor any of its contractors will incur any liability to You as a result of such termination. You must accept the Terms & Conditions and our Privacy Policy in order to access the Service to play or otherwise use the Game or any element thereof. The Terms & Conditions governs all aspects of Game play and may be viewed at the following website: <http://www.ageofconan.com>. If You do not agree or fail to stay in compliance with the Terms & Conditions, You may not play or otherwise use the Services or play the Game. Our Privacy Policy may be viewed at the following website: <http://www.ageofconan.com>. The Terms & Conditions and Privacy Policy may, from time to time, be updated as contemplated herein or therein, respectively. You will be required to provide an approval of the Terms & Conditions and the Privacy Policy prior to your first use of the Services and the Game, and after any changes in the Terms & Conditions and the Privacy Policy.

*Intellectual Property Rights.* As between You and Funcom, all right, title, interest, license and intellectual and other property rights in and to the Game and all copies or other reproductions thereof (including, without limitation, the copyright and other intellectual property rights in any images, photographs, animations, video, audio, music, themes, objects, characters, character names, stories, dialog, catch phrases, locations, concepts, artwork, character, structural or landscape designs, sounds, musical compositions, audio-visual effects, storylines, character likenesses, methods of operation, and any related documentation or text incorporated into the Game) are exclusively owned or licensed by Funcom. All right, title, license and intellectual and other property rights in and to the content of any third party which may be accessed through use of the Game are the property of the respective content owner (or their licensees) and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement grants You no rights to use such content. If the Software contains documentation which is provided only in electronic form, You may print one copy of such electronic documentation for your private use. You may not copy the printed or digital materials accompanying the Software. All rights not expressly granted are reserved by Funcom. You may not transfer or otherwise assign all or any portion of your rights, duties or obligations under this Agreement to any person.

### ***Your Additional Duties and Obligations.***

As a condition precedent to the licenses granted in this Agreement, You may not, in whole or in part, copy, photocopy, reproduce, translate, reverse engineer, derive source code from, modify, disassemble, decompile, or create derivative works based on the Game, or any element thereof or otherwise seek to discover the source code, components, digital rights management, format or other protocols associated with the Game or remove or alter any proprietary notices or labels on the Game. Failure to comply with the restrictions and limitations contained in this Section shall

result in the immediate, automatic termination of the license granted hereunder and may subject You to civil and/or criminal liability.

**By accepting the terms of this Agreement, You represent and warrant to Funcom that You will not:**

rent, lease, lend, sell, sublicense, assign, auction or otherwise transfer any portion of the Software or allow another party access to your account information;

exploit the Game or any element thereof, including without limitation the Software, for any commercial purpose, including without limitation use at a cyber cafe, computer gaming center, restaurant, bar or any other location-based site without the express written consent of Funcom, such consent to be given at its sole discretion;

host, provide or develop services for the Game or intercept, emulate or redirect the communication protocols used by or on behalf of Funcom in any way, including without limitation through protocol emulation, tunneling, packet sniffing, modifying or adding components to the Game, use of a utility program or any other techniques now known or hereafter developed, for any purpose, including without limitation unauthorized network play over the Internet, network play utilizing commercial or non-commercial gaming networks, or as part of content aggregation networks;

facilitate, create or maintain any unauthorized connection to the Game or the Service, including without limitation, any connection to any unauthorized server that emulates or attempts to emulate the Service. All connections to the Game and/or the Service, whether created by the Software or by other tools and utilities, may only be made through methods and means expressly approved by Funcom. Under no circumstances may You connect or create tools that allow You or others to connect, to the Game's proprietary interface other than those expressly provided by Funcom for public use;

fail at any time to comply with the Terms & Conditions; or

enable any third party, including any person who is not at least 18 and of the age of majority in that person's place of residence, to use or otherwise have access to the Game.

c. As a condition precedent to any licenses being granted to You under this Agreement, (i) You must be 18 years of age or older; and (ii) You must be at least of the age of majority in your state. If You are 18 years of age or older but not of the age of majority in your state, you must first obtain all necessary parental consent to enter into and be bound by this Agreement and the Terms & Conditions.

*Restricted Software.* BY USING THE SOFTWARE, YOU ACKNOWLEDGE AND AGREE THAT: (A) THE SOFTWARE, FROM TIME TO TIME AND AT ANY TIMES, MAY ENABLE FUNCOM (OR A THIRD PARTY ON BEHALF OF FUNCOM) TO MONITOR YOUR COMPUTER'S RANDOM ACCESS MEMORY ("RAM") FOR RESTRICTED SOFTWARE THAT OPERATES CONCURRENTLY WITH THE SOFTWARE. FOR

PURPOSES OF THIS AGREEMENT, THE TERM “**RESTRICTED SOFTWARE**” MEANS ANY THIRD PARTY SOFTWARE, INCLUDING WITHOUT LIMITATION, ANY “ADD ON,” “MOD,” “MODIFICATION,” “HACK,” “TRAINER,” OR “CHEAT,” THAT, IN FUNCOM’S SOLE DETERMINATION: (i) ENABLES OR FACILITATES CHEATING OF ANY TYPE; (ii) ALLOWS USERS TO MODIFY OR OTHERWISE ALTER THE GAME INTERFACE, ENVIRONMENT, AND/OR EXPERIENCE IN ANY WAY NOT EXPRESSLY AUTHORIZED BY FUNCOM; OR (iii) INTERCEPTS, GATHERS, SEEKS OUT, OR OTHERWISE COLLECTS INFORMATION FROM OR THROUGH THE GAME. (B) IN THE EVENT THAT THE SOFTWARE DETECTS ANY RESTRICTED SOFTWARE, IT MAY (I) COMMUNICATE INFORMATION BACK TO FUNCOM, INCLUDING INFORMATION REGARDING YOUR ACCOUNT, DATA REGARDING THE RESTRICTED SOFTWARE, AND SUCH OTHER INFORMATION AS FUNCOM DEEMS NECESSARY OR PERTINENT; AND/OR (II) FUNCOM MAY EXERCISE ALL OR ANY OF ITS RIGHTS UNDER THIS AGREEMENT OR THE TERMS & CONDITIONS OR THE PRIVACY POLICY, WITH OR WITHOUT PRIOR NOTICE TO YOU. (C) ALL GAME PLAY, CHAT AND CONVERSATION ARE SUBJECT TO MONITOR AND REVIEW AT ANY TIME, AND FROM, TIME TO TIME, WITH OR WITHOUT NOTICE TO PRESERVE THE INTEGRITY OF THE GAME AND PROTECT FUNCOM’S RIGHTS.

*Patches and Updates.* Funcom (or a third party on Funcom’s behalf) may deploy or provide patches, updates and modifications to the Game that must be installed for You to continue to play the Game. Funcom may update the Game remotely, including, without limitation, the Software residing on Your computer or game machine, without Your knowledge or consent, and You hereby grant to Funcom your consent to deploy and apply such patches, updates and modifications as Funcom, in its sole discretion, deems necessary or advisable.

*Termination.* This Agreement shall commence upon your acceptance of the terms and conditions set forth herein and continue thereafter until terminated. You may terminate this Agreement at any time by (i) destroying all copies of the Game in your possession or control; (ii) permanently removing the Game from all of Your computers and game operating devices; and (iii) officially cancelling your Account. Funcom may terminate this Agreement at any time for any reason or no reason at all. Violation by you of this Agreement or the Terms & Conditions automatically terminates the rights and licenses granted to you under this Agreement. In the event of termination of this Agreement or your rights and license granted hereunder, You must (i) cease to use the Software; (ii) immediately and permanently destroy all copies of the Game in Your possession and control; and (iii) permanently remove the Software from all of Your computers and game operating devices. Upon termination of this Agreement for any reason, all licenses granted herein immediately shall terminate.

*Export Controls; and Country of Residence.* The Software may not be re-exported, downloaded or otherwise exported in such a way so as to violate any law, statute, treaty or other ordinance or otherwise cause You or Funcom to be in violation thereof, including to (or to a national or resident of) any country to which the U.S. has embargoed goods, or to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Commerce Department’s Table of Denial Orders. You represent and warrant that You are *not* located in, under the control of, or a national or resident of any such country or on any such list.

*Limited Warranty.* THE GAME (INCLUDING WITHOUT LIMITATION THE SOFTWARE AND MANUAL(S)) IS PROVIDED AND/OR MADE AVAILABLE TO YOU “AS IS, WHERE IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF CONDITION, UNINTERRUPTED USE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. In the event that the media containing the Software proves to be defective during the first thirty (30) days after the initial purchase thereof, You should contact your point of purchase retailer and inquire about their return policies. In the event that Funcom is your point of purchase retailer, please direct all inquiries to: sales@funcom.com. Upon your timely presentation to Funcom of the proper proof of purchase of the defective media, Funcom will, at its option, (a) correct any defect, (b) provide You with a similar product of similar value, or (b) refund the purchase price paid by You.

Any product that has had its key for playtime activated and with in-game activity registered cannot be returned as defective Software. THE FOREGOING IS YOUR SOLE AND EXCLUSIVE REMEDY FOR THE EXPRESS WARRANTY SET FORTH IN THIS SECTION. Some states do not allow the exclusion or limitation of implied warranties, so the above limitations may not apply to You.

*Limitation of Liability, Indemnity.* NEITHER FUNCOM, ITS PARENT, SUBSIDIARIES, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AFFILIATES NOR ITS ADVISORS SHALL BE LIABLE IN ANY WAY FOR ANY LOSS OR DAMAGE OF ANY KIND ARISING OUT OF THE GAME OR ANY USE OF THE GAME, INCLUDING WITHOUT LIMITATION LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER DAMAGES OR LOSSES. FURTHER, NEITHER FUNCOM, ITS PARENT, SUBSIDIARIES PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AFFILIATES NOR ITS ADVISORS SHALL BE LIABLE IN ANY WAY FOR ANY LOSS OR DAMAGE TO PLAYER CHARACTERS, VIRTUAL GOODS (E.G., ARMOR, POTIONS, ITEMS, POSTS, WEAPONS, ETC.) OR CURRENCY, ACCOUNTS, STATISTICS, OR USER STANDINGS, RANKS, OR PROFILE INFORMATION STORED BY THE GAME AND/OR THE SERVICE. FUNCOM SHALL NOT BE RESPONSIBLE FOR ANY INTERRUPTIONS OF SERVICE, INCLUDING WITHOUT LIMITATION- ISP DISRUPTIONS, SOFTWARE OR HARDWARE FAILURES, OR ANY OTHER EVENT WHICH MAY RESULT IN A LOSS OF DATA OR DISRUPTION OF SERVICE. IN NO EVENT WILL FUNCOM BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL FUNCOM ‘S LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED (IN THE AGGREGATE) THE TOTAL FEES PAID BY YOU TO FUNCOM DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE TIME SUCH CLAIM AROSE. YOU HEREBY AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS FUNCOM AND ITS PARENT, SUBSIDIARIES, PARTNERS, EMPLOYEES, CONTRACTORS, AFFILIATES AND ADVISORS FROM AND AGAINST ANY CLAIM, LIABILITY, LOSS, INJURY, DAMAGE, COST OR EXPENSE (INCLUDING REASONABLE ATTORNEYS’ FEES) INCURRED BY FUNCOM ITS PARENT, SUBSIDIARIES, PARTNERS, EMPLOYEES, CONTRACTORS, AFFILIATES OR

ADVISORS ARISING FROM, OUT OF OR OTHERWISE RELATING TO YOUR USE OF THE GAME, OR ANY ELEMENT THEREOF OR YOUR BREACH OF ANY DUTY OR OBLIGATION UNDER THIS AGREEMENT OR THE TERMS & CONDITIONS.

*Equitable Relief; Attorneys Fees.* You hereby acknowledge and agree that (i) Funcom would be irreparably damaged if the terms of this Agreement or the Terms & Conditions were not specifically enforced; and (ii) in addition to such other remedies available to it at law, in equity or otherwise, Funcom is hereby entitled, without providing bond, other security, or proof of damages, to seek temporary restraining orders and permanent injunctive relieve against your anticipated or continued breach of your duties and obligations as contemplated under this Agreement or the Terms & Conditions. In the event any litigation or other action is brought by either party in connection with this Agreement, the prevailing party in such litigation shall be entitled to recover from the other party all the costs, attorneys' fees and other expenses reasonably incurred by such prevailing party in such litigation or action.

*Amendment.* Funcom, at its sole and absolute discretion, from time to time and at any time, may change, modify, add to, supplement or delete any of the terms and conditions of this Agreement, the Terms & Conditions or the Privacy Policy when Funcom upgrades the Software or as may otherwise be contemplated herein or therein, effective upon prior notice to be delivered as follows: (i) Funcom will post any such changes to this Agreement, the Terms & Conditions or the Privacy Policy at : <http://www.ageofconan.com>, or (ii) in the alternative, Funcom may provide such other notice as it, in its sole discretion, may choose. If any future changes to this Agreement or the Terms & Conditions or the Privacy Policy are unacceptable to You or cause You to no longer be in compliance with this Agreement or the Terms & Conditions or the Privacy Policy, You may terminate this Agreement in accordance with Section 7. Your installation and use of any updates or modifications to the Software or Your continued use of the Game following notice of changes to this Agreement or the Terms & Conditions or the Privacy Policy will demonstrate Your acceptance of any and all such changes. Funcom may change, modify, suspend, or discontinue any aspect of the Game at any time. Funcom may also impose limits on certain features or restrict Your access to parts or all of the Game without notice or liability. You have no interest, monetary or otherwise, in any feature or content contained in the Game.

*GOVERNING LAW; JURISDICTION.* Except as expressly provided otherwise, this Agreement shall be governed by, and construed under, the Laws of the United States of America and the laws of the State of New York, without regard to choice of law principles. Any arbitration proceeding under this Agreement or the Terms & Conditions shall be conducted in New York City, New York, United States of America. Any Dispute not subject to arbitration, or where no election to arbitrate has been made, shall be decided by a court of competent jurisdiction within the New York City, New York, United States of America, and you and Funcom hereby irrevocably consent to the exclusive personal jurisdiction of that court. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. For our customers who purchased a license to the Game in, and are a resident of, Canada, Australia, Singapore, New Zealand or outside the United States, other laws may apply if You choose not to agree to arbitrate as set forth above, and in such an event, shall affect this Agreement only to the extent required by such jurisdiction.

Severability. You and Funcom Sales agree that if any part of this Agreement or the Terms & Conditions or the Privacy Policy is found to be illegal or unenforceable that part shall be severed and the remainder of the Agreement shall be given full force and effect. If Section 15b is found to be illegal or unenforceable then neither you nor Funcom will elect to arbitrate any Dispute falling within that portion of Section 15 b found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the State of New York, United States of America, and you and Funcom agree to submit to the personal jurisdiction of that court.

## **Dispute Resolution.**

*Informal Negotiations.* To expedite resolution and control the cost of any dispute, controversy or claim related to this Agreement (“**Dispute**”), You and Funcom agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least 30 days before initiating any arbitration or court proceeding. Such informal negotiations shall commence upon written notice from one person to the other. Funcom will send its notice to Your billing address and email You a copy to the email address You have provided to us. You will send your notice to Funcom, c/o Funcom Legal – Kirkegata 15., Oslo Norway, N0253

*Binding Arbitration and Exceptions.* If You and Funcom are unable to resolve a Dispute through informal negotiations, either You or Funcom may elect to have the Dispute (except those Disputes expressly excluded below) finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association (“**AAA**”) and, where appropriate, the AAA’s Supplementary Procedures for Consumer Related Disputes (“**AAA Consumer Rules**”), both of which are available at the AAA website [www.adr.org](http://www.adr.org). The determination of whether a Dispute is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, Funcom will pay all arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided in this Agreement, You and Funcom may litigate in court to compel arbitration, stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. Notwithstanding the preceding, You and Funcom agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (1) any Disputes seeking to enforce or protect, or concerning the validity of, any of your or Funcom’s (or its affiliates or licensee’s) intellectual property rights; (2) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (3) any claim for injunctive relief. For such Disputes as listed in 15 b (1),( 2) and (3), Funcom Sales may at its sole discretion have the Dispute tried by a court in Your jurisdiction to obtain a judgment enforceable in your jurisdiction.

*Restrictions.* You and Funcom agree that any arbitration under this Agreement shall be limited to the Dispute between Funcom and You individually. To the full extent permitted by law, (i) no arbitration shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

*Process.* Process may be served on either party in the manner authorized by applicable law or court rule. In any action to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and other expenses.

*Execution* In order to execute this agreement, you must click "**I Accept**" for this Agreement, the Terms & Conditions and the Privacy Policy.

*Entire Agreement.* This Agreement constitutes the complete and exclusive agreement between Funcom and You with respect to the subject matter thereof, and supersedes all prior or contemporaneous oral or written communications, proposals, representations, understandings, or agreements not specifically incorporated herein. To the extent that the provisions of this Agreement conflict with the provisions of the Terms & Conditions, the conflicting provisions in the Terms & Conditions shall govern.

I hereby acknowledge and agree that (i) that I have read and understand the foregoing Agreement, the Terms & Conditions and the Privacy Policy; (ii) I am at least 18 years if age **AND** if I am not at least of the age of majority in my state have obtained all necessary parental consent to enter into and be bound by this Agreement and Terms & Conditions; and (iii) I agree that by clicking "**I Accept**" or installing the Software I am acknowledging my agreement to be bound by the terms and conditions of this Agreement, the Terms & Conditions and to have accepted the Privacy Policy..

If You do NOT qualify or do NOT agree to be bound by this Agreement, the Terms & Conditions or the Privacy Policy, click "**Not Accepted**".

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