

Terms of Service

Age of Conan ® Terms of Service Agreement

Last Updated on March 24th, 2020

"Age of Conan", "Ages of Conan Unchained" (the "**Games**") are developed for and distributed and operated by FUNCOM Oslo AS, ("**Funcom**" or "**We**"), a Norwegian company with principal offices at: Kirkegata 15, N-0153 Oslo, Norway

PLEASE READ This TERMS OF SERVICE AGREEMENT for the Game (This "**Terms of Service**") CAREFULLY.

BY CLICKING THE "ACCEPT" OR "I AGREE" BUTTON TO ENTER THE GAME OR BY PARTICIPATING IN or otherwise operating the game, or BY USING THE GAME WEBSITE (www.ageofconan.com) (THE "**SITE**"), THE USER ("**YOU**") AGREES THAT THIS TERMS OF SERVICE IS AN ENFORCEABLE, LEGALLY BINDING DOCUMENT. IF YOU DO NOT AGREE TO ALL OF THE provisions of this Terms of SERVICE. CLICK ON THE BUTTON THAT INDICATES THAT YOU DO NOT AGREE TO ACCEPT THE TERMS OF THIS TERMS OF SERVICE AND DO NOT PARTICIPATE IN THE GAME, GAME SERVICES OR USE THE SITE.

1. **ONCE YOU AGREE TO THIS TERMS OF SERVICE AND THE END USER LICENSE AGREEMENT FOR THE GAME (THE "EULA") AND SERVICE FOR THE GAME COMMENCES, YOU WILL NO LONGER BE ELIGIBLE FOR A REFUND FOR ANY AMOUNTS OR OTHER CONSIDERATION PAID BY YOU FOR THE USE (OR FUTURE USE) OF THE GAME CLIENT OR THE SERVICE.** 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 Unites States, other laws may apply with respect to the mandatory arbitration and consumer rights provisions set forth above, and, in such an event, You agree that such laws shall only affect this Terms of Service only to the extent required by such jurisdiction.

The Game includes two components: (a) the software program along with any accompanying materials or documentation (collectively, the "**Game**")

Client"), and (b) the online game play service ("**Service**"). This Terms of Service sets forth the terms and conditions under which you are provided access to the Game Client, support, the Site, billing, and the Service by Funcom for "**Age of Conan**". **Customers utilizing "forever" account options, acknowledge that "forever" is the life of the game and that accounts are subject to the terms of service below.**

1. **Grant of a Limited License to Use the Service.** Subject to your agreement to and continuing compliance with this Terms of Service, you may use the Service solely for your own non-commercial entertainment purposes by accessing it with a web browser or an authorized, unmodified Game Client. You may not use the Service for any other purpose, or using any other method.
2. **Additional License Limitations.** The license granted to you in Section 1 is subject to the limitations set forth in this Terms of Service (collectively, the "**License Limitations**"). Any use of the Service or the Game Client in violation of the License Limitations will be regarded as an infringement of Funcom's copyrights in and to the Service and/or Game Client. You agree that you will not, under any circumstances:
 - a. Use cheats, automation software (bots), hacks, mods or any other third-party software designed to modify, enhance, or otherwise alter the Service, the Game Client or the Game experience without the express written consent of Funcom.
 - b. Exploit the Game or any part thereof for any commercial purpose, including without limitation (i) use for monetary gain without the express written consent of Funcom; (ii) to communicate or facilitate any commercial advertisement or solicitation; (iii) for gathering in-game currency, items or resources for sale outside the Game without Funcom's authorization; (iv) performing in-game services in exchange for payment outside the Game (e.g., power-leveling or public performances).
 - c. Intercept, emulate or redirect the communication protocols used by Game in any way, for any purpose, including without limitation unauthorized play over the Internet, network play, or as part of content aggregation networks or by developing, hosting or offering other services (e.g., matchmaking services).
 - d. Facilitate, create or maintain any unauthorized connection to the Game, including without limitation (a) any connection to any unauthorized server that emulates, or attempts to emulate, the Service or the Game Client; and (b) any connection using programs or tools not expressly approved by Funcom.
 - e. Use any unauthorized third-party software that intercepts, "mines", or otherwise collects information from or through the

Game, including without limitation any software that reads areas of RAM used by the Game Client or the Service to store information about a character or a Game environment. Modify or cause to be modified any files that are a part of the Game Client or the Service in any way not expressly authorized by Funcom.

- f. Disrupt or assist in the disruption of (i) any computer used to support the Game Client, the Service or any Game environment (each a "**Server**"); or (ii) any other player's Game experience. ANY ATTEMPT BY YOU TO DISRUPT THE GAME CLIENT OR THE SERVICE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GAME MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS.
3. **Requirements.** Before you can use the Service or otherwise operate the Game, you must agree to the provisions of this Terms of Service, the EULA, and the Privacy Policy and Code of Conduct relating to the Game. Additionally, you acknowledge that You are responsible for any Internet connection and service fees that you incur when accessing the Service or the Game Client.
 4. **Accessing the Service.**
 - a. **Account Eligibility.** You may establish a Service account ("**Account**") only if you are (i) a "natural person," (ii) at least 18 years of age or older, and (iii) of the age of majority in your place of residence and legally able to enter into and be bound by such an agreement according to the laws of your country. By accepting this Terms of Service, you hereby represent and warrant that you meet each of these eligibility requirements.
 - b. **Establishing an Account.** When creating or updating an Account on the Service, you are required to provide Funcom with certain personal information such as your name, address, phone number and email address. You agree that you will supply accurate and complete information to Funcom when requested, and that you will update any such information promptly after it changes.
 - c. **Username and Password.** During the Account creation process, you may be required to select a unique username and/or a password (collectively referred to hereunder as "**Login Information**"), and you may not share your Account or the Login Information with anyone other than as expressly set forth herein. You are responsible for maintaining the confidentiality of your Account and the Login Information, and you will be responsible for all uses of the Login Information, including purchases, whether or not authorized by you. In the event you become aware of or reasonably suspect any breach of security, including without limitation any loss, theft, or unauthorized use

of your Account or disclosure of the Login Information, you must immediately notify Funcom support at support@funcom.com.

- d. **Character Names.** You may not select a character name that is offensive, defamatory, vulgar, obscene, sexually explicit, racially, ethnically, or otherwise objectionable, or that misappropriates or infringes the rights of any third party, or falsely indicative of an association with Funcom. Funcom may (i) modify any name which, in the sole and exclusive judgment of Funcom, violates this provision without further notification to you, and (ii) take such other further disciplinary measures, including account termination, for repeated violations, at Funcom deems appropriate, in its sole discretion.
- e. **Fraud Prevention:** To protect our customer accounts we may require a photo ID that has been issued by a Government agency in order to recover your account or provide other assistance to you. In these cases, we are careful to comply with laws designed to protect your security and do not store the provided identification. If we cannot authenticate your identity, we may not be able to provide assistance.

Accepted forms of identification include:

Government issued driver's license or Photo ID

Military Photo ID

Passport

Health card with photo (Canada, Australia and New Zealand)

Voter Registration card (Mexico)

5. **Account Suspension/Cancelation.**

- a. FUNCOM MAY SUSPEND, TERMINATE, MODIFY, OR DELETE ANY ACCOUNT(S) AT ANY TIME OR FROM TIME TO TIME, FOR ANY REASON OR FOR NO REASON, WITH OR WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT ANY AND ALL GAME ASSETS AND/OR ACCOUNTS MAY BE DELETED, ALTERED, MOVED OR TRANSFERRED AT ANY TIME OR FROM TIME TO TIME, BY OR AT THE DIRECTION OF FUNCOM, FOR ANY REASON OR NO REASON

AT ALL, INCLUDING, WITHOUT LIMITATION FOR ANY VIOLATION OF THIS TERMS OF SERVICE, THE EULA, THE PRIVACY POLICY OR THE CODE OF CONDUCT, AT THE SOLE AND EXCLUSIVE DISCRETION OF FUNCOM. FUNCOM EXPRESSLY DISCLAIMS ANY VALUE, CASH OR OTHERWISE, ATTRIBUTED TO ANY DATA RESIDING ON SERVERS OPERATED BY FUNCOM, INCLUDING, WITHOUT LIMITATION, GAME ASSETS. YOU UNDERSTAND AND AGREE THAT FUNCOM HAS THE RIGHT TO REMOVE ANY GAME ASSETS IN WHOLE OR IN PART AT ANY TIME FOR ANY REASON OR NO REASON, WITH OR WITHOUT NOTICE AND WITHOUT LIABILITY OF ANY KIND TO YOU.

- b. You may cancel any Account registered to you at any time by following the instructions on the Site. In the event that you terminate or breach this Terms of Service, you will forfeit your right to any and all payments you may have made for pre-purchased Game access or otherwise relating to the Services. You acknowledge and agree that you are not entitled to any refund for any amounts which were pre-paid prior to any termination of this Terms of Service.
6. **Updates.**
- a. **Agreements.** Funcom may update this Terms of Service as the Game Client and the Service evolve. The next time you use the Service after any such update, you may be prompted to agree to or decline the revised Terms of Service. You must agree to all revisions if you choose to continue using the Service. Funcom may also revise other policies, at any time, and the new versions will be available on the Website. If at any point you do not agree to any portion of the then-current version of this Terms of Service, the Privacy Policy, the EULA, the Code of Conduct or any other agreement relating to your use of the Game, you must immediately stop using the Game Client and the Service.
7. **Ownership.**
- a. **Game Clients and Service.** The Game Clients and the Service (including without limitation any titles, computer code, themes, objects, characters, character names, stories, dialogue, catch phrases, concepts, artwork, animations, sounds, musical compositions, audio-visual effects, methods of operation, moral rights, documentation, in-game chat transcripts, character profile information, recordings of any portion of the Game using the Game Client, Server software or otherwise) are copyrighted works owned or licensed for use by Funcom and its licensors. Funcom reserves all rights in connection with the Game, including without limitation the exclusive right to create derivative works. Any reproduction or redistribution of the Game

not in accordance with any policy or agreement, including without limitation the EULA, thirds Terms of Service, the Privacy Policy and the Code of Conduct relating to the Game, is expressly prohibited by law, and may result in severe civil and criminal penalties.

- b. **Account.** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL HAVE NO OWNERSHIP OR OTHER PROPERTY INTEREST IN THE ACCOUNT, AND YOU FURTHER ACKNOWLEDGE AND AGREE THAT ALL RIGHTS IN AND TO THE ACCOUNT ARE AND SHALL FOREVER BE OWNED BY AND INURE SOLELY TO THE BENEFIT OF FUNCOM. You may not purchase, sell, gift or trade any Account, or offer to purchase, sell, gift, or trade any Account, and any such attempt shall be null and void.
 - c. **Virtual Items.** As between you and Funcom, Funcom owns, has licensed, or otherwise has exclusive rights to all of the content that appears in the Service or otherwise in the Game. You agree that you have no right or title in or to any such content, including without limitation the virtual goods or currency appearing or originating in the Game, or any other attributes associated with the Account or stored on the Server. Funcom does not recognize any purported transfers of virtual property executed outside of the Game, or the purported sale, gift or trade in the "real world" of anything that appears or originates in the Game, unless otherwise expressly authorized by Funcom in writing. Accordingly, you may not sell in-Game items or currency for "real" money, or exchange those items or currency for value outside of the Game, without the express written permission of Funcom. Funcom shall not be liable in any manner for the destruction, deletion, modification, impairment, hacking of or any other damage OR LOSS of any kind CAUSED to ANY OF THE game assets, INCLUDING, BUT NOT LIMITED TO, DELETION OF game assets UPON THE TERMINATION OR EXPIRATION OF YOUR ACCOUNT. The sale of Accounts and virtual items and transfer of the Accounts and virtual items between you and any other third parties may only be conducted via services provided by Funcom.
8. **Restrictions and Conditions of Use**
- a. **No Violation of Laws.** You agree that you will not, in connection with your use of a Game Client or the Service, violate any applicable law or regulation. You will not make available through the Service any material or information that infringes any copyright, trademark, patent, trade secret, or other right of

any party (including rights of privacy or publicity). Or otherwise violates any applicable law.

- b. **Misuse of Service.** You may not connect to or use the Service in any way not expressly permitted by this Terms of Service. Without limiting the foregoing, you agree that you will not (i) institute, assist, or become involved in any type of attack, including without limitation denial of service attacks, upon the Service or otherwise attempt to disrupt the Service or any other person's use of the Service; or (ii) attempt to gain unauthorized access to the Service, Accounts registered to other players, or the computer systems or networks connected to the Service.
- c. **No Data Mining.** You agree that you will not (i) obtain or attempt to obtain any information from the Service or the Game Client using any method not expressly permitted by Funcom; (ii) intercept, examine or otherwise observe any proprietary communications protocol used by a Game Client or the Service, whether through the use of a network analyzer, packet sniffer or other device; or (iii) use any third-party software to collect information from or through a Game Client or the Service, including without limitation information about your character, any Account registered to you, virtual items, other players, or other Game data.
- d. **User Content. "User Content"** means any communications, images, sounds, and all the material and information that you upload or transmit through a Game Client or the Service, or that other users upload or transmit, including without limitation any chat text. You hereby grant Funcom a perpetual, irrevocable, royalty free, worldwide, non-exclusive, license, including the right to sublicense to third parties, and right to reproduce, fix, adapt, modify, translate, reformat, create derivative works from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, communicate to the public by telecommunication, display, perform, enter into computer memory, and use, practice and otherwise exploit such User Content as well as all modified and derivative works thereof. To the extent permitted by applicable laws, you hereby waive any moral rights you have or in the future may have in any User Content. Funcom may, at its discretion, allow users to generate or share content using in game tools. Funcom has no responsibility and assumes no liability for any User Content posted, stored or uploaded by you or any third party, or for any loss or damage thereto, nor is Funcom liable for any mistakes, defamation, slander, libel,

omissions, falsehoods, obscenity, pornography or profanity or copyrighted/trademarked material you may encounter while accessing User Generated Content. Funcom has no obligation to screen, edit or monitor any of the User Content and reserves the right, and has absolute discretion, to remove, screen or edit any User Content posted or stored on the Site at any time and for any reason without notice, and you are solely responsible for creating backup copies of and replacing any User Content you post or store on the Site at your sole cost and expense.. Any use of User Generated Content on the site, or within the game that is in violation of any law or these Terms may result in, among other things, termination or suspension of your rights to access or use the product.

- e. **Content Screening and Disclosure.** We do not, and cannot, pre-screen or monitor all User Content. However, our representatives may monitor and/or record your communications (including without limitation chat text) when you are using the Service or playing the Game, and you hereby provide your irrevocable consent to such monitoring and recording. You acknowledge and agree that you have no expectation of privacy with concerning the transmission of any User Content, including without limitation chat text or voice communications. We do not assume any responsibility or liability for User Content that is generated by users. We have the right, but not the obligation, in our sole discretion to edit, refuse to post, or remove any User Content. WE ALSO RESERVE THE RIGHT, AT ALL TIMES AND IN OUR SOLE DISCRETION, TO DISCLOSE ANY USER CONTENT AND OTHER INFORMATION (INCLUDING WITHOUT LIMITATION CHAT TEXT, VOICE COMMUNICATIONS, INTERNET PROTOCOL (“IP”) ADDRESSES, AND YOUR PERSONAL INFORMATION) FOR ANY REASON, including without limitation (a) to satisfy any applicable law, regulation, legal process or governmental request; (b) to enforce the terms of this or any other agreement; (c) to protect our legal rights and remedies; (d) where we feel someone's health or safety may be threatened; or (e) to report a crime or other offensive behavior.
- f. **Links to Third-Party Websites.** The Site may contain links to other independent third-party websites (“**Linked Sites**”). These Linked Sites are provided solely as a convenience to our users and visitors. Such Linked Sites are not under the control of Funcom, and Funcom is not responsible for and does not endorse the content of such Linked Sites, including any information or materials contained on such Linked Sites. You will need to make your own independent judgment regarding your interaction with

these Linked Sites and do so at your own risk, without liability to Funcom.

9. **Disclaimer of Warranties.** THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, UNINTERRUPTED USE, AND THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. FUNCOM DOES NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICE AT THE TIMES OR LOCATIONS OF YOUR CHOOSING; THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE GAME CLIENT OR THE SERVICE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
10. **Limitation of Liability; Sole and Exclusive Remedy; Indemnification.**
 - a. FUNCOM IS NOT RESPONSIBLE FOR DAMAGES ARISING OUT OF YOUR USE OF THE GAME CLIENT OR THE SERVICE OR YOUR INABILITY TO USE THE GAME CLIENT OR THE SERVICE. IN NO CASE SHALL FUNCOM BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF (OR FAILURE TO USE) THE SERVICE, THE GAME CLIENT OR ANY ASPECT OF THE GAME. YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH FUNCOM IS TO STOP USING THE SERVICE AND THE GAME CLIENT, AND TO CANCEL ALL ACCOUNTS REGISTERED TO YOU.
 - b. You agree to indemnify, defend and hold Funcom, its subsidiaries, parent companies, affiliates, licensors, licensees, advisors and partners harmless from and against any claim, demand, damages or other losses, including reasonable attorneys' fees, asserted by any third-party resulting from or arising out of (i) your use of the Service, the Game Client or otherwise relating to the Game or (ii) any breach by you of this Terms of Service, the EULA or the Privacy Policy or Code of Conduct relating to the Game.
11. **Dispute Resolution and Governing Law.**
 - a. **Informal Negotiations.** Disputes can be expensive and time consuming for both parties. In an effort to accelerate resolution and reduce 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 in paragraph 11(b) (i) through (iii) or as contemplated in 11(e)) informally for at least thirty (30) days

before initiating any arbitration or court proceeding. Negotiations will begin upon written notice. Funcom will notify you through the contact information you provided at registration. You will send your notice to Bestumstubby 11, N-0281 Oslo, Norway., ATTN: LEGAL and by email to legal@funcom.com.

- b. **Binding Arbitration.** If the parties are unable to resolve a Dispute through negotiations, the Dispute (except those expressly excluded below) will be finally and exclusively resolved by binding arbitration as contemplated herein which shall be final and binding upon You and Funcom. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU OTHERWISE 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, as updated from time to time. 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 Terms of Service, 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: (i) any Dispute 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; (ii) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (iii) any claim for injunctive relief. For such Disputes as listed in 11(b)(i), (ii) and (iii), Funcom may at its sole discretion have the Dispute tried by

a court in your jurisdiction to obtain a judgment enforceable in your jurisdiction.

- c. **Restrictions.** You and Funcom agree that any arbitration shall be limited to the Dispute between Funcom and you individually. YOU ACKNOWLEDGE AND AGREE THAT (I) NO ARBITRATION SHALL BE JOINED WITH ANY OTHER PARTY; (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.
- d. **Governing Law and Jurisdiction.** Except as expressly provided otherwise, this Terms of Service shall be is governed by, and will be construed under, the laws of the United States of America and the laws of the State of Delaware, without regard to choice of law principles. Any arbitration proceeding under this Terms of Service shall be conducted in New York City, New York, United States of America. Any Dispute not subject to arbitration shall be decided by a court of competent jurisdiction with Delaware, 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 Unites States, other laws may apply with respect to the mandatory arbitration provisions set forth above, and, in such an event, You agree that such laws shall only affect this Terms of Service only to the extent required by such jurisdiction.
- e. **Equitable Relieve.** You hereby acknowledge and agree that (i) Funcom would be irreparably damaged if the terms of this Terms of Service, the EULA, the Privacy Policy or the Code of Conduct were breached, threatened to be breached or 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, actual or continued breach of Your duties and obligations as contemplated under this Terms of Service, the EULA, the Privacy Policy or the Code of Conduct. 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.

- f. **Severability.** You and Funcom agree that if any portion of this Agreement is found illegal or unenforceable, that portion shall be severed and the remainder of the Section and the rest of this Terms of Service shall be given full force and effect.
12. **Third Party Advertising.** The Game Client and the Service may incorporate technology from 3rd parties that enables in-game advertising, and the display of other similar in-game objects, which are downloaded temporarily to your personal computer and replaced during online game play. As part of this process, Funcom or third parties may collect some information about the Game and the advertisements delivered to You, as well as standard information that is sent when your personal computer or game console connects to the Internet including your IP address. Funcom and 3rd parties may use this information to transmit and measure in-game advertising, as well as to improve the products and services offered. None of the information collected by Funcom will be used to identify you personally. The trademarks and copyrighted material contained in all in-game advertising are the property of the respective owners.
13. **Access to Computer Data.** Pursuant to United States Code (U.S.C.), Title 18, Part 1, Section 2701 Part(c), we reserve the right to scan your system to ensure that your connection does not provide a network or security risk to us, our servers, or our users. In addition we may collect information about your computer system (such as: system specs, software versions, builds) to enable developers to optimize the game and/or to troubleshoot technical issues.
14. **General.**
 - a. **TERMS OF SERVICE Revisions.** Funcom reserves the right, at its sole and absolute discretion, to change, modify, add to, supplement or delete, at any time, any of the terms and conditions of this Terms of Service, effective with or without prior notice; provided, however, that material changes to this Terms of Service will not be applied retroactively.
 - b. **Assignment and Beneficiaries.** Funcom may assign all or any portion of this Terms of Service and its rights and obligations hereunder, in whole or in part, to any person or entity at any time with or without your consent and without notice to you. You may not assign all or any portion of this Terms of Service Any unauthorized assignment by you shall be null and void. This Terms of Service will inure to the benefit of Funcom and its successors and assigns. Each Funcom's subsidiaries and

other affiliates are intended to be third party beneficiaries of the provisions of this Terms of Service.

- c. **Attorneys' Fees.** In the event any arbitration or litigation is brought by either party in connection with this Terms of Service, the prevailing party in such matter shall be entitled to recover from the other party all the reasonable costs, attorneys' fees and other expenses incurred by such prevailing party in the litigation.
- d. **Entire Agreement.** This Terms of Service, including the documents expressly incorporated by reference herein, constitutes the entire agreement between You and Funcom with respect to the Game Client and the Service and supersedes all prior or contemporaneous communications, whether electronic, oral or written, between you and us with respect to the Service; provided, however, that this Terms of Service shall coexist with, and shall not supersede, the EULA, the Privacy Policy or the Code of Conduct for the Game. In the event of a conflict or inconsistency between this Terms of Service and the EULA, the terms of this Terms of Service shall control.
- e. **Equitable Remedies.** You hereby agree that Funcom would be irreparably damaged if the terms of this Terms of Service were not specifically enforced, and therefore you agree that Funcom shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of this Terms of Service, in addition to such other remedies as we may otherwise have available to us under applicable laws.
- f. **Force Majeure.** Funcom shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of Funcom, including without limitation any failure to perform hereunder due to unforeseen circumstances or cause beyond Funcom's control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.
- g. **Notices.** All notices given by you or required under this Terms of Service shall be in writing and addressed to: Funcom, Kirkegata 15, N-0153 Oslo, Norway ATTN: Legal Department.