

ANARCHY ONLINE USER AGREEMENT AND SOFTWARE LICENSE

YOU SHOULD CAREFULLY READ THE FOLLOWING END USER LICENSE AGREEMENT BEFORE INSTALLING THIS SOFTWARE PROGRAM. THIS AGREEMENT DESCRIBES THE TERMS ON WHICH FUNCOM Oslo AS ("FUNCOM") OFFERS YOU ACCESS TO AN ACCOUNT (THE "ACCOUNT") TO PLAY THE ANARCHY ONLINE ROLE PLAYING COMPUTER GAME (THE "GAME"). BY PRESSING THE "I ACCEPT" BUTTON, YOU ACCEPT THE TERMS AND CONDITIONS BELOW. BY PRESSING THE "I DECLINE" BUTTON, YOU DECLINE OUR OFFER, IN WHICH CASE YOU MUST NOT USE THIS SOFTWARE, YOU MUST DELETE THE SOFTWARE AND ALL RELATED FILES FROM YOUR COMPUTER, RETURN THE GAME SOFTWARE AND ALL RELATED MATERIAL TO THE PLACE OF PURCHASE FOR A FULL REFUND OR EXCHANGE BASED ON THE RETURN POLICY OF THE SPECIFIC RETAILER.

If you have any questions regarding these terms and conditions, please contact customer service at <http://help.funcom.com>.

1. Accounts are available only to adults or, in their discretion, their minor children. If you are a minor, your parent(s) or guardian(s) must complete the registration process, in which case they will take full responsibility for all obligations under this Agreement. By clicking the "I Accept" button, you represent that you are an adult and are either accepting this Agreement on behalf of yourself or your child. Except as provided herein, you may not transfer or share your Account with anyone, except that if you are a parent or guardian, you may permit one child to use the Account instead of you (in which case you may not use that Account). You are liable for all activities conducted through the Account, and parents or guardians are liable for the activities of their child. Corporations and other entities are not eligible to procure accounts. You are not allowed to be simultaneously logged into the game with 2 or more characters from the same account.
2. To play the Game, you must (a) possess an ANARCHY ONLINE game account), which includes software required for the Game (the "Software") (b) have a fully paid account if applicable; and (c) have an Internet connection (which we do not provide) to access your Account. In addition to any fees described herein, you are responsible for paying all applicable taxes (including those we are not required to collect) and for all hardware, software, service and other costs you incur to access your Account. Neither this Agreement nor your Account entitles you to any subsequent releases of the Software, nor to any expansion packs or similar ancillary products. You understand that we may update or otherwise enhance the Software at any time and in doing so incur no obligation to furnish such updates to you pursuant to this Agreement.
3. We may amend this Agreement at any time in our sole discretion. Amendments shall be communicated to you at the time you log into your Account. Such amendments shall be effective whenever we make the notification available for your review.
4. Upon registration, you must select a password. You may not disclose your password to any third party. We never ask you for your password by telephone or e-mail, and you should not

disclose it this way if someone asks you to do so. There may be an additional charge to reissue lost passwords. Although we may offer a feature that allows you to "save" or "remember" your password on your hard drive, please note that third parties may be able to access your computer and thus your account.

5. We describe our fees and billing procedures at <https://register.funcom.com/>, which are incorporated by reference. The VAT policy is at: <https://register.funcom.com/info/vatpolicy/> Upon your acceptance of these terms, we will automatically charge your credit card the Account fee plus any applicable taxes we are required to collect, and you authorize us to do so. Thereafter, on the applicable anniversary, we will charge your credit card the then-current renewal rate plus any applicable taxes we are required to collect, and you authorize us to do so. If we are unable to process your credit card at a renewal period, your Account may be immediately terminated.

6. We may terminate this Agreement (including your Software license and your Account) immediately and without notice if you breach this Agreement or repeatedly infringe any third party intellectual property rights, or if we are unable to verify or authenticate any information you provide to us, or upon gameplay, chat or any player activity whatsoever which is, in our sole discretion, inappropriate and/or in violation of the spirit of the Game as set forth in the player rules of conduct, which are posted at <http://community.anarchy-online.com>. If we terminate this Agreement under these circumstances, you will lose access to your Account for the balance of any prepaid period without any refund. We may also terminate this Agreement if we decide, in our sole discretion, to discontinue offering the Game, in which case we may provide you with a prorated refund of any prepaid amounts.

7. Subject to the terms of this Agreement, we hereby grant to you a non-exclusive license to use the Software solely in connection with playing the Game via an authorized and fully-paid Account. You may not distribute, rent, lease, loan modify or create derivative works, adapt, translate, perform, display, sublicense or transfer software. You may not copy any of the written materials accompanying the game. You may not reverse engineer, disassemble or decompile the Software except to the extent that this restriction is expressly prohibited by applicable law. The Software may contain license management software that restricts your use of the Software.

8. We and our suppliers shall retain ownership of all intellectual property rights relating to or residing in the Software and the Game. The Software is a commercial item.

9. You may not use any third party software to modify the client in order to change Game play or manipulate the client. You may not use any means of unattended gameplay, this includes macros not supported by the in-game client, mechanical means, or any other means deemed to be in violation by Funcom. You may not use our intellectual property rights contained in the Game or the Software to create or provide any other means through which the Game may be played by others, as through server emulators. You may not take any action which imposes an unreasonable or disproportionately large load on our infrastructure. You may not transfer any Funcom intellectual property including characters, items, coin or copyrighted material based on any sale outside the in game economy, this includes giving mentioned Funcom intellectual property away as incentives or "freebies" to a sale. You may not sell, buy or auction any Funcom characters,

items, coin or copyrighted material.

10. To obtain an Account, you will be required to choose both one (1) login name and at least one (1) player name for each of your characters within the Game. While you are encouraged to use a pseudonym, especially if you are a minor, you may not pick a name that violates any third party's trademarks, publicity rights, proprietary rights or which Funcom deems in its discretion to be vulgar or otherwise offensive. Funcom reserves the right to delete duplicative, vulgar or otherwise offensive login or player names, or to require you to change such login or player names. You are entirely liable for all activities conducted through your Account and the login and player names registered to your Account.

11. Former members whose Accounts have been terminated by Funcom may not use the Software, access an Account and play the Game in any manner or for any reason without the written consent of Funcom. Active members may not knowingly allow former members whose Accounts have been terminated to use the active Members' Accounts or login name or player name.

12. As part of your Account, you can upload content, including but not limited to graphics, to our servers in various forms, such as in the selections you make for the Game and in chat rooms and similar user-to-user areas (collectively, your "Content"). Your Content shall not (a) infringe any third party intellectual property, other proprietary or publicity/privacy rights (i.e., possible confusion of a fan web site with an official web site); (b) violate any law or regulation; (c) be defamatory, obscene, child pornographic or harmful to minors; or (d) contain any viruses, trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. We may take action with respect to your Content if we believe that such Content may create liability for us or may cause us to lose (in whole or in part) the services of our Internet Service Providers ("ISPs") or other suppliers. You hereby grant to us a worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise all intellectual property rights, in any media now known or not currently known, associated with your Content. You acknowledge, however, that Funcom does not pre-screen Content or communication over your Account and play of the Game.

13. We cannot ensure that your private communications and other personally identifiable information will not be disclosed to third parties. For example, we may be forced to disclose information to the government or third parties under certain circumstances, or third parties may unlawfully intercept or access transmission or private communications. Additionally, we can (and you authorize us to) disclose any information about you to private entities, law enforcement or other government officials as we, in our sole discretion, believe necessary or appropriate to investigate or resolve possible problems or inquiries. Furthermore, if you request any technical support, you consent to our remote access and review of the computer you load the Software onto for purposes of support and debugging. You agree that we may communicate with you via email and any similar technology for any purpose relating to the Game, the Software and any services or software which may in the future be provided by us on your behalf. You may choose to visit third party web sites, if they offer services such as chat rooms or other services of interest to you. You are subject to the terms and conditions, privacy customs and policies of such third

parties, different rules may apply to their use or disclosure of personal information you disclose to others. Solely for the purpose of patching and updating the Game, you hereby grant us permission to (i) upload Game file information from the Funcom directory and (ii) download Game files to you.

14. WE PROVIDE THE THE SOFTWARE, THE ACCOUNT, THE GAME AND ALL OTHER SERVICES "AS IS". WE AND OUR SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Without limiting the foregoing, we do not ensure continuous, error-free, secure or virus-free operation of the game, the Software, the Game or your Account. Some jurisdictions do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights which vary from jurisdiction to jurisdiction.

15. IN NO EVENT SHALL WE, OUR PARENT COMPANY, OUR AFFILIATES OR OUR SUPPLIERS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY LOST PROFITS OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (HOWEVER ARISING, INCLUDING NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH YOUR ACCOUNT, THE GAME OR THIS AGREEMENT. OUR LIABILITY TO YOU OR ANY THIRD PARTIES IS LIMITED TO \$100.00 (One Hundred U.S. Dollars). Some jurisdictions do not allow the foregoing limitations of liability, so they may not apply to you.

16. You shall comply with all applicable local, state, national and international laws and regulations regarding your use of the Software, your access to your Account and your playing of the Game. Without limiting the foregoing, you may not download, use or otherwise export or re-export the Software in full compliance with all applicable laws and regulations.

17. Your use of the Software, your access to your Account and your playing the Game constitutes your agreement to defend, indemnify and hold harmless Funcom and its affiliated companies, employees, contractors, officers and directors from any claim or demand, including reasonable attorneys' fees arising of your use or misuse of the Software, your access to your Account and your playing the Game, including a third party's use or misuse of your password.

18. This Agreement is governed in all respects by the laws of the State of New York . The UN Convention on Contracts for the International Sale of Goods is expressly disclaimed. Both parties submit to personal jurisdiction in New York and further agree that any cause of action relating to this Agreement shall be brought in a court in New York County, New York. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to the subsequent or similar breaches. You may not use, copy, modify, sublicense, rent, sell, assign or transfer your rights or obligations in this Agreement except as expressly provided in this Agreement. Any assignment in violation of this Agreement is void. This Agreement sets forth the entire understanding and agreement between us and you with respect to the subject matter hereof.

19. All services hereunder are offered by Funcom Oslo AS, a corporation organized under the laws of Norway, with its mailing address at Kirkegata 15, Oslo Norway N-0253.. Current rates for using the Game may be obtained from www.funcom.com, and such rates are subject to change at any time.

Photosensitive Seizures and Video Games

A small fraction of the population may experience epileptic seizures when exposed to flashing lights or flickering as seen in television and video games. If you experience seizure like symptoms while playing Anarchy Online, or any video game, please discontinue use immediately and seek medical advice. If you have a history of epileptic seizures related to photosensitivity in your family, it is suggested you consult a physician before playing Anarchy Online.

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. If you are interested in learning about these protections, information is available at <http://www.worldvillage.com/wv/school/html/control.htm> or other similar sites providing information on such prosecutions.

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