

**Warhammer® Online**  
**END USER ACCESS AND LICENSE AGREEMENT**

THIS END USER ACCESS AND LICENSE AGREEMENT, AS THE SAME MAY BE AMENDED FROM TIME TO TIME IN ACCORDANCE WITH THIS AGREEMENT ("EUALA"), DESCRIBES THE TERMS AND CONDITIONS UNDER WHICH MYTHIC ENTERTAINMENT "MYTHIC," or "WE" or "OUR") OFFERS THE USER ("YOU") THE FOLLOWING COMPUTER INFORMATION SERVICES: AN ACCOUNT ALLOWING YOU TO ACCESS, VIA THE INTERNET, AN INFORMATION PROCESSING SYSTEM BY WHICH MYTHIC CREATES, GENERATES, STORES, DISPLAYS AND PROCESSES ELECTRONIC INFORMATION FIXED ON MYTHIC'S COMPUTER FILE SERVERS COMPRISING MYTHIC'S PROPRIETARY WARHAMMER ONLINE: AGE OF RECKONING™ ONLINE ROLE PLAYING GAME (THE "GAME"), AND CERTAIN RIGHTS TO EXCHANGE INFORMATION WITH MYTHIC'S SYSTEM, AND TO USE, SUCH INFORMATION. IN ADDITION, THIS EUALA SETS FORTH THE TERMS AND CONDITIONS ON WHICH MYTHIC OFFERS YOU A LICENSE TO USE THE GAME INTERFACE SOFTWARE CREATED BY MYTHIC TO ENABLE INTERACTION WITH MYTHIC'S SYSTEM. IF ACCEPTED BY YOU IN THE MANNER DESCRIBED BELOW, THE THEN-CURRENT VERSION OF THIS EUALA SHALL APPLY EACH AND EVERY TIME YOU ACCESS MYTHIC'S SYSTEM OR PLAY THE GAME.

BY PRESSING THE "I ACCEPT" BUTTON, AND CONFIRMING YOUR ACCEPTANCE BY PRESSING THE "CONFIRMED" BUTTON, YOU ACCEPT THE TERMS AND CONDITIONS SET FORTH BELOW AS THE SAME MAY BE AMENDED FROM TIME TO TIME. BY PRESSING THE "I DECLINE" BUTTON AT THE TIME OF INITIAL INSTALLATION, YOU DECLINE OUR OFFER, IN WHICH CASE, IF YOU ARE THE ORIGINAL PURCHASER OF THE GAME CD-ROM SOFTWARE, YOU SHOULD CONTACT YOUR RETAILER FOR A REFUND, CONSISTENT WITH THE RETAILER'S RETURN POLICY. MYTHIC DOES NOT MANUFACTURE NOR DISTRIBUTE THE BOX VERSION OF THE GAME. IN NO EVENT WILL YOU BE ENTITLED TO ANY REFUND OF SUBSCRIPTION FEES IN THE EVENT THAT YOU CHOOSE THE "I DECLINE" BUTTON DURING INITIAL INSTALLATION.

In the event you choose not to accept the EUALA or by technical means bypass/disable the "I ACCEPT" and/or "CONFIRMED" buttons, then by installing, copying, downloading, accessing or otherwise using the Game, you agree to be bound by the terms of the EUALA. Also, each and every time you access an Account, play, or enter or reenter the Game, you shall accept the terms and conditions of the EUALA then in effect. If you have any questions regarding these terms and conditions, please contact customer service at [support@warhammeronline.com](mailto:support@warhammeronline.com).

THE THEN-CURRENT VERSION OF THIS EUALA CAN BE FOUND ON MYTHIC'S WEB SITE AT <http://support.warhammeronline.com> SHOULD YOU WISH TO CONSULT IT IN THE FUTURE. YOU ARE ENCOURAGED TO FREQUENTLY REVIEW THE EUALA FOR CHANGES, AND TO PRINT AND STORE IT FOR FUTURE REFERENCE. YOU AGREE TO ACCEPT THE RESPONSIBILITY FOR THOROUGHLY REVIEWING THE EUALA WHEN YOU FIRST ESTABLISH AN ACCOUNT AND EACH TIME YOU ARE PROMPTED TO DO SO BY THE GAME. SEE THE SECTION BELOW CONCERNING MODIFICATIONS AND AMENDMENTS TO THE EUALA. IN THE

EVENT THAT A CHANGE HAS BEEN MADE TO THE EUALA BETWEEN THE TIME THE BOX VERSION IS SHIPPED AND THE FIRST TIME YOU LOG ON TO ESTABLISH AN ACCOUNT, YOU WILL BE PROVIDED AN OPPORTUNITY TO VIEW THE THEN-CURRENT VERSION OF THE EUALA AT THAT TIME.

## **1. ACCOUNT AND ACCESS TO SYSTEM**

### **A. Registration and Requirements for Access to System and Game Play**

The EUALA permits you to establish, by completing the registration process, one (1) account per Game CD-ROM purchase ("Account"), and to access through a valid, authorized Account by means of an Internet connection (which Mythic does not provide) Mythic's Game information processing system by which Mythic creates, generates, stores, displays and processes electronic information fixed on Mythic's file servers comprising Mythic's proprietary Game (the "System").

To play the Game, you must (a) purchase the Warhammer Online: Age of Reckoning game CD-ROM (the "CD-ROM"), which entitles you to set up an Account on Mythic's Game System, to play the Game for a period of 30 thirty days (the "Trial Period") upon establishment of an Account, and which includes interface software required for the Game (the "Software"); (b) have a fully-paid Account or Trial Period; 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.

### **B. Eligibility to Establish Account Limited to Natural Persons; Shared and Commercial Use Prohibited; Responsibility for Use of Account**

Accounts are available only to individual, natural persons who are adults or, in the discretion of such an adult, his or her minor child.

If you are a minor, your parent(s) or guardian(s) must complete the registration process, in which case he/she/they will take full responsibility for all obligations under this Agreement. BY CLICKING THE "I ACCEPT" AND "CONFIRMED" BUTTONS, AND PROVIDING US WITH A CREDIT CARD NUMBER, YOU REPRESENT THAT YOU ARE AN ADULT AND ARE EITHER ACCEPTING THIS AGREEMENT ON BEHALF OF YOURSELF OR ON BEHALF OF YOUR CHILD, IN WHICH CASE YOU REPRESENT THAT YOU PERSONALLY WILL BE BOUND BY ALL THE TERMS AND CONDITIONS HEREOF.

You shall not share your Account with anyone, or allow anyone else other than you personally to access or use your Account. Joint or shared ownership or use of an Account by more than one individual natural person is prohibited. Access to the System and playing the Game is intended for the entertainment, enjoyment and recreation of individual natural persons, and not as corporate, business, commercial, or income-seeking activities. Corporations, associations, partnerships, joint ventures, limited liability companies, artificial persons, and

other business or other entities that are not a single, individual natural person, are not eligible to establish Accounts, to access the System, or to play the Game, nor is anyone who is acting for or on behalf of or in the course of the business of, any such artificial person or entity. Except as expressly permitted by the current EUALA, accessing the System and/or playing the Game for commercial, business, or income-seeking purposes is strictly prohibited. BY CLICKING THE "I ACCEPT" AND "CONFIRMED" BUTTONS, AND PROVIDING US WITH A CREDIT CARD NUMBER, YOU REPRESENT THAT YOU ARE ELIGIBLE TO ESTABLISH AN ACCOUNT, ACCESS THE SYSTEM, AND PLAY THE GAME, AND THAT YOU ARE NOT ACCESSING THE SYSTEM OR PLAYING THE GAME FOR A PROHIBITED PURPOSE.

You are responsible and liable for all activities conducted through your Account, regardless of who conducts those activities. Provided, however, 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), and parents or guardians are liable for the activities of their child.

#### **C. Limit on Number of Accounts Per Credit Card(s)**

Without the prior written consent of Mythic, which may be withheld in Mythic's sole discretion, no person may use, or authorize or permit another to use, a credit card, or any combination of multiple credit cards, issued to such person, to establish and/or maintain more than five (5) Accounts on the System at a time.

#### **D. Passwords, Login Names, and Player Names**

Upon registration, you must select a password and a secret word ("Passwords"). You are responsible for maintaining the confidentiality of your Passwords and are responsible for any damage, harm, lost or deleted characters, etc. resulting from your disclosure, or allowing the disclosure of any password or from use by any person of your Passwords to gain access to your Account. IN NO EVENT SHALL MYTHIC BE HELD RESPONSIBLE FOR ANY DAMAGE THAT OCCURS TO YOUR ACCOUNT, YOUR CHARACTERS OR THEIR POSSESSIONS IN THE EVENT YOUR PASSWORDS ARE DISCLOSED, NOR IS MYTHIC LIABLE FOR ANY FINANCIAL OR EMOTIONAL DAMAGE OR DISTRESS YOU MAY SUFFER AND/OR FOR SUBSEQUENT LOSS OR DAMAGE TO YOUR ACCOUNT, CHARACTERS, AND ANY AND ALL OF THEIR POSSESSIONS AS A RESULT OF THE DISCLOSURE OF YOUR PASSWORDS TO A THIRD PARTY.

You shall not disclose your Passwords to any third party (except as part of a Transfer of Rights covered below in Section 1.E) or allow anyone to use your password to access the System or your Account, or to play the Game. It is also prohibited to obtain, attempt to obtain, use, or attempt to use the password of anyone else. SUCH DISCLOSURE AND/OR USE IS A BREACH OF THE EUALA. 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.

You accept and acknowledge that in order to help maintain the integrity of the

accounting system used by Mythic, your secret word is used to prove ownership of the account. You further accept and acknowledge that it is your sole responsibility to keep track of and keep the word secure at all times. In the event that you are not able to remember the secret word when asked by Mythic's representatives in connection with an accounting issue, Mythic shall not be required to use any means to help establish your ownership of the account. IN NO EVENT WILL MYTHIC BE LIABLE FOR ANY FINANCIAL OR EMOTIONAL DAMAGE OR DISTRESS YOU MAY SUFFER AS A DIRECT OR INDIRECT RESULT OF YOUR FAILURE TO REMEMBER YOUR SECRET WORD.

To obtain an Account, you will be required to choose both a login name and a player name. You may not allow anyone to use your login and/or player name to access the System or your Account, or to play the Game. No player may use the player name of another to impersonate or falsely represent his or her identity. It is also prohibited to obtain, attempt to obtain, use, or attempt to use the login and/or player name of anyone else. While you are encouraged to use a pseudonym, especially if you are a minor, you may not pick a name that violates anyone's trademarks, publicity rights or other proprietary rights. Acceptance of a pseudonym by the System does not constitute a finding or acknowledgement by Mythic that your chosen pseudonym does not violate any third party's trademarks, publicity rights or other proprietary rights, and the user is responsible for any liability in the choosing of a pseudonym. Mythic retains the right to reject any pseudonym it concludes, in its sole discretion, is indecent, obscene, or otherwise violates standards of good taste.

#### **E. TRANSFER OF RIGHTS TO YOUR ACCOUNT**

You shall be permitted to transfer once to another person eligible to obtain an Account your right to access and use your Account (but not items, characters and attributes of characters separate from the Account), on the following terms and conditions:

You may not offer to transfer the rights to any Account(s) except your own, or act as a "broker" or intermediary (for compensation or otherwise) for any others wishing to transfer or obtain Accounts. You may not transfer the rights to your Account to any entity or person ineligible to have an Account under the terms and conditions of the EUALA. You may not transfer rights to any Account which contains characters whose attributes are, in whole or in part, developed, or which contains items, objects, or currency obtained or acquired, in violation of the terms of the EUALA. The transferee must obtain all rights in your Account in a single transaction, and you must retain absolutely no control or rights over the Account, or the characters, items, and attributes associated with that Account. You must physically deliver the CD-ROM, and all original packaging, documentation, (including the keycode on the jewel case) associated with the Account, and keep no part of such materials or any copies thereof. You must deliver to the transferee your secret word, password, account name and all information regarding your account other than personal billing information such as credit card number, Pay-by-Cash information, billing information, etc. You must deliver to the transferee a copy of the EUALA then in effect, and the

transferee must, as a condition of accessing the System through the transferred Account, agree to be bound by all the terms and conditions of the EUALA.

You must notify Mythic, via electronic mail to [transfers@warhammeronline.com](mailto:transfers@warhammeronline.com), not later than three (3) days after concluding the sale that you have transferred the Account, including in your notice the following: your true name and current mailing and e-mail address, login name and player name associated with the Account; the true name and current mailing and e-mail addresses of the transferor (you) and the transferee, and the following statement: "I HEREBY CERTIFY THAT, ON [INSERT DATE OF TRANSFER] I TRANSFERRED ALL MY RIGHTS TO ACCESS AND USE THE WARHAMMER ONLINE ACCOUNT IDENTIFIED ABOVE, TO THE PERSON IDENTIFIED ABOVE, AND THAT SUCH TRANSFER COMPLIES WITH ALL THE TERMS AND CONDITIONS GOVERNING ACCOUNT RIGHTS TRANSFERS, AS SET FORTH IN THE CURRENT VERSION OF THE WARHAMMER ONLINE END USER ACCESS AND LICENSE AGREEMENT, WHICH I FURTHER CERTIFY I HAVE READ AND DELIVERED TO THE TRANSFEEE." The subject field of the e-mail must contain only the name of the account that is being transferred. Mythic assumes no obligation or responsibility for any misspelling or typographical errors on your part.

YOU SHALL NOT BE ENTITLED TO ANY REFUND FOR AMOUNTS PREPAID ON THE TRANSFERRED ACCOUNT, AND DEPENDING ON WHEN IN THE BILLING CYCLE THE TRANSFER IS MADE, AND WHEN YOU NOTIFY MYTHIC, YOU MAY BE CHARGED FOR THE ACCOUNT FOR AN ADDITIONAL MONTH FOLLOWING THE TRANSFER. Any transfer of rights to access and use an Account shall not transfer any of Mythic's rights, title or interests, in or to the System, the Game, the Game Content or the Software, other than the transferee's right to access and use the Account in accordance with the terms and conditions of the EUALA then in effect. ANY TRANSFER OR ATTEMPTED TRANSFER NOT IN ACCORDANCE WITH THE FOREGOING TERMS AND CONDITIONS IS PROHIBITED, SHALL BE VOID, AND SHALL NOT BE BINDING ON MYTHIC. ANY TRANSFERS OR ATTEMPTED TRANSFERS OF ANY RIGHTS IN AN ACCOUNT SHALL BE ENTIRELY AT THE RISK OF THE PARTIES TO SUCH TRANSACTIONS, AND IN NO CIRCUMSTANCES SHALL MYTHIC BE RESPONSIBLE OR LIABLE TO ANY PERSON FOR ANY ACTS, OMISSIONS, STATEMENTS, REPRESENTATIONS, DEFAULTS, OR LIABILITIES OF THE PARTIES IN CONNECTION WITH SUCH TRANSACTIONS. THIS DISCLAIMER SHALL BE INDEPENDENT OF ANY OTHER LIMITATIONS ON REMEDIES SET FORTH HEREIN.

## **2. OWNERSHIP OF SYSTEM, GAME AND GAME CONTENT; RIGHTS TO ACCESS AND USE SAME**

### **A. Ownership of System, Game and Game Content**

You acknowledge and agree that Mythic is the sole and exclusive owner of the System, and that Mythic or its suppliers are the sole and exclusive owner(s) of all right, title and interest (including, without limitation, all intellectual property rights), code, programs, routines, subroutines, objects, files, data, characters

(including all items, currency, objects and attributes comprising or associated with a character and an Account), and information uploaded to, downloaded from, and accessible through the System, including, without limitation, graphics, sound effects, music, animation-style video and text, some of which may be provided to Mythic under license from independent content providers (collectively, "Game Content"). You further acknowledge the Game and the Game Content is protected by copyrights, trademarks, and other proprietary rights owned by Mythic or its suppliers, title to all of which is expressly reserved, and that you acquire no rights in any of the same, express or implied, beyond those granted specifically in the current version of the EUALA.

YOU SPECIFICALLY ACKNOWLEDGE THAT THE TIME YOU SPEND PLAYING WARHAMMER ONLINE IS FOR ENTERTAINMENT PURPOSES ONLY, AND THAT YOU CLAIM NO INTEREST IN THE VALUE OF SUCH TIME AS REPRESENTED BY THE BUILDING UP OF THE EXPERIENCE LEVEL OF YOUR CHARACTER AND/OR THE ITEMS YOUR CHARACTER ACCUMULATES DURING YOUR TIME PLAYING WARHAMMER ONLINE.

#### **B. Mythic Owns Accounts, Account Attributes, Characters, Items and Objects; Assignment**

You acknowledge and agree that your Account(s), and all attributes of your Accounts, including all guilds, groups, titles, and characters, and objects, currency and items acquired, developed or delivered by or to characters as a result of Game play through your Accounts are part of the System and the Game Content, and are the sole and exclusive property of Mythic, including any and all copyrights and intellectual property rights in or to any and all of the same, all of which are hereby expressly reserved. As to information you transmit to the System through your Account, except as otherwise provided herein, you hereby irrevocably and without additional consideration beyond the rights granted to you herein, assign to Mythic any and all right, title and interest you have or may have, including copyrights, in or to any and all files, data, or information comprising or manifesting in a manner perceptible by any means guilds, groups, titles, characters, and other attributes of your Account, together with all objects and items acquired or developed by, or delivered by or to characters, in your Account. Provided, however, that the foregoing assignment shall not include the content of messages posted by you to user-to-user areas, but that the following terms and conditions shall apply to such content.

#### **C. User Content; Terms and Conditions; License**

The Game may afford users the means to communicate to the System information, including (without limitation) messages in chat rooms, "emotes," and similar user-to-user areas (collectively, "User Content"). As to User Content, the following terms and conditions apply. Any User Content you communicate or cause to be communicated to the System shall not (a) infringe the intellectual property, proprietary, privacy or publicity rights of any third party; (b) violate any law or regulation; (c) be defamatory, indecent, obscene, child pornographic or harmful to minors; or (d) contain any viruses, trojan horses, disabling code, worms, time bombs, "clear GIFs" cancelbots, or other computer programming or

routines that are intended to, or which in fact, damage, detrimentally interfere with, monitor, intercept, or expropriate any data, information, packets, or personally identifiable information. You acknowledge and agree that we may take any action we deem appropriate as to any User Content communicated by you, if we believe, in our sole discretion, that it may expose us to liability, or damage our relationship with any of our suppliers, licensors, ISPs or other users of the System and the Game. As to all User Content, you hereby grant to us an exclusive, perpetual, worldwide, irrevocable, assignable, royalty-free license, fully sublicensable through multiple tiers, to exercise all intellectual property rights, in and to all or any part of your User Content, in any medium now known or hereafter developed, subject to restrictions and limitations imposed elsewhere in the EUALA, and by applicable federal law.

You acknowledge and agree that the Game Content and User Content may include content owned by independent content providers (including other users), and licensed to us. You, and any user of your Account, must evaluate, and bear the risk associated with, the accuracy, completeness or usefulness of any Game Content and User Content. Mythic does not prescreen User Content as a matter of policy, but Mythic reserves the right, but does not undertake the responsibility, to remove User Content at any time which it deems to be harmful, offensive, or otherwise in violation of this Agreement.

Without limitation of any of its other rights, Mythic shall have the right to display and publish any information (except personally identifiable information about you) associated with any character developed in your Account, for example, in charts, lists and other compilations, such as "Top Ten" lists and the like, without any prior notification to you of its intent to do so and without any compensation or any form of recompense whatsoever.

#### **D. Rights to Access System and Game Content to Play Game; No Interception or Reverse Engineering; Consent to Monitor; Violation of EUALA a Material Breach**

This EUALA grants you the non-exclusive, revocable rights to access and use the System, to exchange, to download from, and to access and use Game Content and User Content exclusively via an authorized, fully paid Account, for purposes permitted by, and in a manner consistent with, the terms and conditions of this Agreement. Any and all rights not specifically and expressly granted by Mythic herein are reserved, and no license, permission or right of access or use not granted expressly herein shall be implied. Specifically, but without limiting the generality of the foregoing reservation, except as expressly permitted by the EUALA then in effect, you may not copy, distribute, rent, lease, loan, modify or create derivative works, adapt, translate, perform, display, sublicense or transfer any information accessible through the System, including without limitation, any part of the Game Content or User Content, or any item, object, or character associated with your Account, or your rights to access and/or use the System. You may not reverse engineer, disassemble or decompile, or otherwise reverse engineer or attempt to reverse engineer or derive code from any information accessible through the System (including, without limitation, data packets transmitted to and from the System over the Internet), or analyze, decipher,

"sniff," derive code from, or attempt to analyze, decipher, "sniff," or derive code from any packet stream transmitted to or from the System, whether encrypted or not, or permit any third party to do any of the same, and you hereby expressly waive any legal rights you may have to do so. ANY ATTEMPT TO ENGAGE IN ANY OF THESE PROHIBITED ACTIVITIES, WHETHER SUCCESSFUL OR NOT, SHALL CONSTITUTE A MATERIAL BREACH OF THE EUALA AND WILL RESULT IN SANCTIONS, RANGING FROM SUSPENSION OF YOUR ACCESS TO THE SYSTEM, TO IMMEDIATE TERMINATION OF ACCESS TO THE SYSTEM AND/OR CANCELLATION OF ANY AND ALL ACCOUNTS YOU HAVE ON THE SYSTEM. IT IS IN MYTHIC'S SOLE DISCRETION TO DETERMINE WHICH SANCTION, IF ANY, WILL BE UNDERTAKEN BY THE COMPANY.

You may access the System and use it to play the Game from any single computer or game platform. You shall not access the System or play the Game concurrently on different computers and/or game platforms. You agree that you will not intercept for any purpose other than Game play in accordance with this Agreement, any information accessible through the System, the Game Content, or any packet transmitting any Game Content or other information to or from the System. Any access to the System; or uploads, downloads, or use of information or Game Content accessible through the System, for purposes not permitted by the EUALA, or that violates the terms and conditions of the EUALA, shall be deemed an unauthorized use of the System and a material breach of the EUALA.

#### **E. Access Fees and Billing Procedures**

We describe our fees and billing procedures at <http://support.warhammeronline.com>, which you must read prior to opening an Account on-line. Those procedures are incorporated in the EUALA by reference. All fees are stated in U.S. Dollars. All fees are prepaid and non-refundable. Your acceptance of these terms authorizes Mythic to automatically charge your credit card the access fee plus any applicable taxes we are required to collect. Thereafter, on the applicable anniversary, you authorize Mythic to charge your credit card the then-current renewal rate plus any applicable taxes we are required to collect. If we are unable to process your credit card at a renewal period, your Account may immediately be terminated.

Mythic may change its fees and external billing methods which directly impact you at any time effective thirty days after notice of these changes is given (a) at the time you access your Account through our "patching" system (described below) or (b) on our web site. You are responsible for reviewing the billing section of the web site to obtain timely notice of such changes. If any such change is unacceptable to you, you may terminate this agreement and close your Account. If you find such change unacceptable, you MAY NOT access the System or play the Game after the expiration of thirty days after the earlier to occur of (a) or (b) above, but must notify, via electronic mail, Mythic, prior to the expiration of that period, that you do not agree to the change and wish to close your Account, including in your notice the following: your true name and current mailing and e-mail address, login name and player name associated with the Account you wish to close, whereupon your access to the System through the referenced Account will be discontinued, and all rights granted under this EUALA shall be terminated. At your request, sent to Mythic via e-mail, any

prepaid access fees will be prorated as of the effective date of your termination, and any portion due to you will be refunded. You agree that your continued use of the Game thirty days after the first to occur of (a) or (b) above, without following the termination procedure set forth above, shall constitute acceptance of the change.

#### **F. Patching the Game**

For the purposes of updating/patching or otherwise modifying the Game, you hereby grant Mythic permission to (a) extract hardware system profile data; (b) extract information from your computer's file directories pertaining to the Game and your ability to access the System; (c) download Game Content and Game files to your computer and any data related to operation of the Game from any computer that logs on to the System using your Account.

#### **G. Consent to Monitor**

DURING ITS OPERATION, THE GAME MAY MONITOR YOUR COMPUTER'S RANDOM ACCESS MEMORY (RAM) FOR UNAUTHORIZED THIRD PARTY PROGRAMS RUNNING CONCURRENTLY WITH THE GAME. AN "UNAUTHORIZED THIRD PARTY PROGRAM" AS USED HEREIN SHALL BE DEFINED AS ANY THIRD PARTY SOFTWARE, INCLUDING WITHOUT LIMITATION ANY "ADDON", "MOD", "HACK", "TRAINER", OR "CHEAT" THAT IN MYTHIC'S SOLE DETERMINATION: (I) ENABLES OR FACILITATES CHEATING OF ANY TYPE; (II) ALLOWS USERS TO MODIFY OR HACK THE GAME INTERFACE, ENVIRONMENT, AND /OR EXPERIENCE IN ANY WAY NOT EXPRESSLY AUTHORIZED BY MYTHIC; OR (III) INTERCEPTS, "MINES", OR OTHERWISE COLLECTS INFORMATION FROM OR THROUGH THE GAME. IN THE EVENT THAT THE GAME DETECTS AN UNAUTHORIZED THIRD PARTY PROGRAM, THE GAME MAY (A) COMMUNICATE INFORMATION BACK TO MYTHIC, INCLUDING WITHOUT LIMITATION YOUR ACCOUNT NAME, DETAILS ABOUT THE UNAUTHORIZED THIRD PARTY PROGRAM DETECTED, AND THE TIME AND DATE THE UNAUTHORIZED THIRD PARTY PROGRAM WAS DETECTED; AND /OR (B) MYTHIC MAY EXERCISE ANY OR ALL OF ITS RIGHTS UNDER THIS AGREEMENT, WITH OR WITHOUT PRIOR NOTICE TO THE USER.

#### **H. MYTHIC'S RIGHT TO DISCONTINUE ACCESS TO SYSTEM IN EVENT OF UNAUTHORIZED USE OF SYSTEM OR MATERIAL BREACH OF EUALA**

YOU ACKNOWLEDGE AND AGREE THAT YOUR RIGHTS TO ACCESS THE SYSTEM, AND TO EXCHANGE INFORMATION WITH THE SYSTEM, INCLUDING (WITHOUT LIMITATION) ALL GAME CONTENT AND USER CONTENT, ARE PART OF AN "ACCESS CONTRACT" WITHIN THE MEANING OF SECTION 59.1-501.2(A)(1) OF THE VIRGINIA UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT. YOU FURTHER AGREE THAT ANY MATERIAL BREACH OF THE EUALA, THE WARHAMMER ONLINE RULES OF CONDUCT (AS PUBLISHED ON MYTHIC'S WEB SITE FROM TIME TO TIME) OR UNAUTHORIZED ACCESS OR USE OF THE SYSTEM BY YOU OR ANY OTHER USER OF ANY OF YOUR ACCOUNTS, SHALL ENTITLE

MYTHIC, AT MYTHIC'S ELECTION, IN ADDITION TO AND NOT IN LIMITATION OF ANY OTHER REMEDY OR RIGHT WHICH MAY BE AVAILABLE TO MYTHIC, TO IMMEDIATELY AND WITHOUT NOTICE DISCONTINUE ACCESS TO THE SYSTEM THROUGH YOUR ACCOUNT, AND ANY AND ALL OTHER ACCOUNTS THAT SHARE THE NAME, PHONE NUMBER, E-MAIL ADDRESS, INTERNET PROTOCOL ADDRESS OR CREDIT CARD NUMBER WITH THE DISCONTINUED ACCOUNT, AND TO DIRECT ANY PERSON THAT IS ASSISTING IN THE PERFORMANCE OF THE CONTRACT TO DISCONTINUE ITS PERFORMANCE.

### **3. SOFTWARE LICENSE**

As to the interface Software on the CD-ROM, and accompanying documentation, the following licensing terms and conditions apply. You may install the Software on any single computer or game platform, and make one (1) copy thereof for backup or archival purposes. You shall not install or operate the Software concurrently on different computers and/or game platforms. You may also store or install a copy of the Software on a storage device, such as a network server, used only to install or run the Software on your other computers over an internal network; provided, however, that you must acquire and dedicate a license for each separate computer on or from which the Software is installed or run. The Software may not be shared or used concurrently on different computers.

Neither this Agreement nor your Account entitles you to any subsequent releases of the Software, or 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.

Subject to the terms of this Agreement, we hereby grant to you a non-exclusive, revocable license to use the Software solely in connection with accessing the System in order to play the Game via an authorized and fully paid or Trial Period Account. YOU MAY NOT COPY (EXCEPT TO INSTALL ONE COPY ON YOUR FIXED DRIVE OR STORAGE DEVICE), DISTRIBUTE, RENT, LEASE, LOAN, MODIFY OR CREATE DERIVATIVE WORKS, ADAPT, TRANSLATE, PERFORM, DISPLAY, OR SUBLICENSE THE SOFTWARE. YOU MAY NOT TRANSFER THE SOFTWARE, EXCEPT AS PART OF A TRANSFER OF YOUR ENTIRE ACCOUNT, IF PERMITTED BY THE EUALA THEN IN EFFECT, OR EXCEPT AS PART OF THE TRANSFER OF YOUR COMPUTER ON WHICH THE SOFTWARE IS INSTALLED TO A PUBLIC ELEMENTARY OR SECONDARY SCHOOL, A PUBLIC LIBRARY, OR A TAX-EXEMPT 501[c][3] ENTITY, OR TO ANOTHER CONSUMER; PROVIDED HOWEVER, THAT SUCH A TRANSFER OF YOUR COMPUTER DOES NOT, IN ITSELF, TRANSFER YOUR ACCOUNT. You may not copy any of the written materials accompanying the CD-ROM. You may not reverse engineer, disassemble or decompile or otherwise reverse engineer or attempt to reverse engineer or derive source code from, all or any portion of the Software or anything incorporated therein or permit any third party to do so except to the extent that this restriction is expressly prohibited by applicable law. The Software may contain license management technology, circumvention or disabling of which is prohibited. If the Software is an update, any transfer must include the update and all prior revisions.

#### **4. MISCONDUCT**

The Game reflects a carefully balanced internal economy. Mythic has worked hard to build a world that does not repeat the mistakes of past on-line role-playing games, and to strike a balance that we believe makes the Game enjoyable, challenging and fun for players of all levels. Therefore, there are certain practices that Mythic prohibits.

##### **A. Hacks, Cheats, Macros, Modifications, and/or Changes to the Game; Account "Loading"**

You may not use any of your own or third-party software to modify the Game Content to change Game play. You may not use our intellectual property rights contained in the Game Content or the Software, or any information accessible through the System, to create or provide any other means through which the System may be accessed and/or the Game may be played by others, as, for example, through server emulators.

You may not take any action that imposes an unreasonable or disproportionately large load on our System. You may not use in Game play macros or other stored rapid keystrokes, "dupes," "cheats" or other patterns of play that facilitate acquisition of items, currency, objects, character attributes, rank or status at an accelerated rate when compared with ordinary Game play. You may not use your or third-party software to rewrite or modify the user interface or otherwise manipulate data in such a way as to use the System to acquire items, currency, objects, character attributes or beneficial actions not actually acquired or performed in the Game.

You may not engage in any conduct or practice that results in an Account containing items, objects, currency, character attributes, rank, or status that are inappropriate for the level or rank of the character contained in the Account, i.e., "item loading," SUCH CONDUCT IS STRICTLY PROHIBITED AND SHALL CONSTITUTE A MATERIAL BREACH OF THIS EUALA. Conduct prohibited shall include, without limitation, arranging, making or accepting in-Game transfers of items to a character without adequate in-Game consideration, thereby augmenting or aggregating items in the transferee character's Account and having the effect of increasing its value for purposes of an out-of-game Account sale.

##### **B. SELLING OF ITEMS AND OBJECTS**

YOU MAY NOT TRANSFER, SELL OR AUCTION, OR OFFER TO TRANSFER, SELL OR AUCTION, OR BUY OR ACCEPT ANY OFFER TO TRANSFER, SELL OR AUCTION, ANY GAME CONTENT, INCLUDING (WITHOUT LIMITATION) CHARACTERS, CHARACTER ATTRIBUTES, ITEMS, CURRENCY, AND OBJECTS, OTHER THAN THROUGH A PERMITTED TRANSFER OF RIGHTS TO ACCESS AND USE AN ENTIRE ACCOUNT STRICTLY IN ACCORDANCE WITH THE TERMS OF THE EUALA

GOVERNING TRANSFERS OF ACCOUNT RIGHTS, NOR MAY YOU ENCOURAGE OR INDUCE ANY OTHER GAME PLAYER TO PARTICIPATE IN SUCH A PROHIBITED TRANSACTION. THE BUYING, SELLING, OR AUCTIONING OF CHARACTERS, CHARACTER ATTRIBUTES, ITEMS, CURRENCY, OR OBJECTS WHETHER THROUGH ONLINE AUCTIONS (FOR EXAMPLE EBAY), NEWSGROUPS OR POSTINGS ON MESSAGE BOARDS, AND/OR ANY OFFER OR ATTEMPT TO DO SO, CONSTITUTES A VIOLATION OF THIS EUALA AS WELL AS THE WARHAMMER ONLINE RULES OF CONDUCT. IN ADDITION TO VIOLATING THE EUALA AND THE RULES, SELLING AND BUYING OF INDIVIDUAL CHARACTERS, CHARACTER ATTRIBUTES, ITEMS, OBJECTS AND/OR CURRENCY CONSTITUTE AN UNAUTHORIZED MODIFICATION OF THE DATA COMPRISING THE ACCOUNTS INVOLVED IN THE TRANSACTION, AN UNAUTHORIZED MODIFICATION OF PROPRIETARY GAME CONTENT, AN UNAUTHORIZED USE OF THE SYSTEM, AND VIOLATES MYTHIC'S INTELLECTUAL PROPERTY RIGHTS. MOREOVER, ENGAGING IN CONDUCT PROHIBITED BY THIS SECTION MAY ALSO CONSTITUTE MISAPPROPRIATION, AND/OR TORTIOUS INTERFERENCE WITH OUR BUSINESS AND/OR CONTRACTS, FALSE DESIGNATION OF ORIGIN, ENDORSEMENT OR SPONSORSHIP OF SUCH TRAFFICKING, AND TARNISHMENT OF THE GOODWILL IN THE WARHAMMER ONLINE NAME.

### **C. Compliance with Warhammer Online Rules of Conduct**

You also agree to observe and abide by the Warhammer Online Rules of Conduct in playing the Game, as the same may be amended from time to time. A copy of the Rules, as it existed at the time the CD-ROM was published is contained on the CD-ROM disk in a document entitled "rulesofconduct.txt". The current version of the Rules may be viewed at <http://support.warhammeronline.com>, and is incorporated in the EUALA by reference. Serious or repeated violations of the Rules shall be regarded as a material breach of the EUALA.

## **5. MODIFICATIONS AND AMENDMENTS TO EUALA**

The terms and conditions of this EUALA may be amended or modified from time to time by Mythic. The fact that the EUALA has been amended or modified shall be communicated to you at the time you log in to your Account. You will be asked to review the revised EUALA, and to indicate and confirm your acceptance by clicking "I ACCEPT," and "CONFIRMED" buttons in a dialogue box, as a condition of access to your Account. If you accept the revised EUALA, you will be granted access to your Account.

If the revision alters a material term, and you, in good faith, determine that the modification is adverse to you and unacceptable, then you shall have the right to terminate the agreement and close your Account, or to terminate the agreement and hold open your Account for a period of sixty (60) days to allow you a limited period within which to transfer your rights to your Account pursuant to Section 1(E) of the EUALA. You may exercise these rights by clicking the "I DECLINE" button. Upon clicking the "I DECLINE" button, you will then be prompted either to terminate the agreement and hold your Account open for a period of sixty (60) days to allow you to transfer your Account rights as set forth in Section

1(E); or to terminate the agreement and immediately close your account; then you will be prompted to confirm your choice. If you fail to confirm your acceptance of the revised EULA, or if you fail to confirm your election to either hold open your Account or to close your Account when prompted to do so, you will be deemed to have exercised your right to terminate the contract and close your Account. In any event, if you fail or decline to accept the revisions in the manner specified above, your access to the System will be discontinued, and all rights to access the System and play the Game granted under this EULA shall be terminated immediately. If you terminate the agreement because a revision is unacceptable to you, at your request, sent to Mythic via electronic mail, any prepaid access fees will be prorated as of the effective date of your termination, and any portion due to you will be refunded.

## **6. TERMINATION**

### **A. By Mythic Upon Cessation of Any or All Information Services Offered Under EULA**

In the event Mythic, in its sole discretion, ceases to provide any or all of the information services offered hereunder, then Mythic may terminate this Agreement, close all Accounts, and cancel all of the rights granted to you hereunder upon not less than thirty (30) days prior notice, which notice may be delivered via Mythic's "patching" system, or posted on Mythic's web site, or via electronic mail. YOU HEREBY UNDERSTAND, AND ACKNOWLEDGE, THAT THERE IS NO GUARANTEE THAT MYTHIC SHALL CONTINUE OFFERING ACCESS TO ITS SYSTEM ON A GOING-FORWARD BASIS. YOU SPECIFICALLY ACKNOWLEDGE THAT THE TIME YOU SPEND PLAYING WARHAMMER ONLINE IS FOR ENTERTAINMENT PURPOSES ONLY, AND THAT YOU CLAIM NO INTEREST IN THE VALUE OF SUCH TIME AS REPRESENTED BY THE BUILDING UP OF THE EXPERIENCE LEVEL OF YOUR CHARACTER AND/OR THE ITEMS YOUR CHARACTER ACCUMULATES DURING YOUR TIME PLAYING WARHAMMER ONLINE. YOU FURTHER AGREE THAT YOU ARE NOT ENTITLED TO ANY REFUND OR OTHER COMPENSATION FOR THE PAST TIME YOU HAVE SPENT PLAYING WARHAMMER ONLINE OR FOR THE REAL OR PROJECTED VALUE OF YOUR ACCOUNT WERE IT TO BE SOLD. NOR IS MYTHIC LIABLE FOR ANY EMOTIONAL DISTRESS YOU MAY SUFFER AS A RESULT OF LOSS OF YOUR CHARACTERS AND/OR ACCOUNT IN THE EVENT THAT EITHER YOUR ACCOUNT OR THE SERVICE AS A WHOLE IS TERMINATED.

### **B. By Mythic for Breach**

If you fail to pay access fees as and when they fall due; or you or anyone using any of your Accounts materially breaches the EULA, makes any unauthorized use of the System, or infringes the intellectual property rights of Mythic or any third party; or if we are unable to verify or authenticate any information you provide to us; or we become aware of Game play, chat or any player activity whatsoever within your Account which is, in our reasonable discretion, inappropriate and/or in violation of Warhammer Online Rules of Conduct, then Mythic may terminate this Agreement, close all your Accounts, and cancel all

rights granted to you under the EUALA. Such termination shall be effective upon notice delivered via electronic mail, or any other means reasonably calculated to reach you. NO REFUNDS FOR PREPAID ACCESS FEES SHALL BE GIVEN IN THE EVENT OF MYTHIC'S TERMINATION UNDER THIS SECTION. IN THE EVENT THAT MYTHIC TERMINATES THIS AGREEMENT UNDER THIS SECTION, AND CLOSES AN ACCOUNT PURSUANT TO SUCH TERMINATION, THEN MYTHIC RESERVES THE RIGHT TO TERMINATE ANY AND ALL OTHER ACCOUNTS THAT SHARE THE MEMBER NAME, PHONE NUMBER, E-MAIL ADDRESS, INTERNET PROTOCOL ADDRESS OR CREDIT CARD NUMBER WITH THE CLOSED ACCOUNT. Termination by Mythic under this section shall be without prejudice to or waiver of any and all other rights or remedies which Mythic may have, all of which are expressly reserved, shall survive termination, and shall be cumulative.

### **C. By User**

You may terminate this Agreement at any time, upon notice to Mythic, whereupon all your Accounts will be closed, and all rights granted to you hereunder will be cancelled, effective upon your notice. If you terminate, you will not be entitled to any prorated refund of prepaid access fees.

You may terminate this Agreement if you do not agree to any changes in access fees or billing policies, or to any amendment or modification of the EUALA, by following the procedures set forth in Sections 2(e), and Section 5, respectively, whereupon access to all your Accounts will be terminated, and the rights granted to you hereunder will be cancelled, otherwise, you shall have the rights and obligations specified in those sections.

### **D. Discontinued and/or Closed Accounts**

Users whose Accounts have been discontinued or closed may not access the System or play the Game in any manner or for any reason, including through any other Account, without the express written permission of Mythic. Users of active Accounts may not knowingly allow former users whose Accounts have been terminated to use the active user's Accounts.

IF EITHER PARTY TERMINATES THIS AGREEMENT FOR ANY REASON, ALL RIGHTS TO ACCESS THE ACCOUNT AND PLAY THE GAME WILL BE TERMINATED. EXCEPT TO THE LIMITED EXTENT PROVIDED IN SECTION 5 OF THE EUALA, IN THE EVENT OF TERMINATION, ALL THE ATTRIBUTES OF THE ACCOUNT, INCLUDING CHARACTERS, ITEMS AND CURRENCY ASSOCIATED WITH THE ACCOUNT WILL BE LOST. YOU SPECIFICALLY ACKNOWLEDGE THAT THE TIME YOU SPEND PLAYING WARHAMMER ONLINE IS FOR ENTERTAINMENT PURPOSES ONLY, AND THAT YOU CLAIM NO INTEREST IN THE VALUE OF SUCH TIME AS REPRESENTED BY THE BUILDING UP OF THE EXPERIENCE LEVEL OF YOUR CHARACTER AND/OR THE ITEMS YOUR CHARACTER ACCUMULATES DURING YOUR TIME PLAYING WARHAMMER ONLINE. YOU FURTHER AGREE THAT YOU ARE NOT ENTITLED TO ANY REFUND OR OTHER COMPENSATION FOR THE PAST TIME YOU HAVE SPENT PLAYING WARHAMMER ONLINE OR FOR THE REAL OR PROJECTED VALUE OF YOUR ACCOUNT WERE IT TO BE SOLD. NOR IS MYTHIC

LIABLE FOR ANY EMOTIONAL DISTRESS YOU MAY SUFFER AS A RESULT OF LOSS OF YOUR CHARACTERS AND/OR ACCOUNT IN THE EVENT THAT EITHER YOUR ACCOUNT OR THE SERVICE AS A WHOLE IS TERMINATED.

## **7. PRIVACY OF IN-GAME COMMUNICATIONS**

You understand that you have no expectation of privacy regarding the communications you make in the Game, whether through private in-game messaging or in open "chat," or in Chat Rooms, and that Mythic representatives may monitor all communications made by or received from you. You understand that you should never provide any private information to any other player in the Game, and will not hold Mythic responsible for the consequences of any such disclosure by you. Further, you understand that in playing the Game, you may encounter and converse with people who are rude, offensive, belligerent, and who may use indecent, obscene, and/or threatening or harassing language. You are free to report any instances of such behavior to Mythic, and we will take such measures as Mythic, in its sole business judgment, determines are reasonable when such behavior violates either the EUALA or the Player's Rules of Conduct. HOWEVER, MYTHIC DOES NOT WARRANT THAT YOU WILL BE FREE FROM THE BEHAVIOR OF OTHERS YOU MAY DEEM INSULTING, DEMEANING, OFFENSIVE, THREATENING OR HARASSING WHILE YOU PLAY THIS GAME. IN THE EVENT THAT MYTHIC CHOOSES NOT TO TAKE ANY ACTION, TAKES AN ACTION WITH WHICH YOU DO NOT AGREE OR IS UNABLE TO TAKE ANY ACTION FOR ANY REASON WHATSOEVER, IN NO EVENT SHALL WE, OUR PARENT, OUR AFFILIATES OR OUR SUPPLIERS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (HOWEVER ARISING, INCLUDING NEGLIGENCE), AND/OR EMOTIONAL DISTRESS, ARISING OUT OF OR IN CONNECTION WITH YOUR ACCOUNT, OUR GAME OR YOUR TIME SPENT PLAYING THE GAME, EVEN IF ANY OF THE SAME HAVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES. OUR LIABILITY TO YOU OR ANY THIRD PARTIES SHALL BE LIMITED TO \$100. THIS DISCLAIMER SHALL BE INDEPENDENT OF ANY OTHER LIMITATION ON REMEDIES SET FORTH HEREIN.

## **8. PARENTAL GUIDANCE**

The Game has been given a "TEEN" rating, which means that parents may find it inappropriate for use by persons under the age of 13. While Mythic may choose to monitor and take action upon inappropriate gameplay, chat or links to the Game, it is possible that at any time there may be language or other material accessible on or through the Service that may be inappropriate for children or offensive to some users of any age. While Mythic has established Rules of Conduct for players accessing the Service, Mythic cannot ensure that other players will not provide User Content or access to Content that parents or guardians may find inappropriate or that any user may find objectionable. Mythic does not as a matter of policy prescreen the content of the materials or communications transmitted by each player. Mythic will abide by the Children's Online Privacy Protection Act ("COPPA"), in that it will not collect any information about children beyond that necessary to establish an account and log into the

game, which you as a parent agree to as part of this EUALA, and Mythic will not disseminate any such information to any third party unless compelled pursuant to paragraph 9 below.

#### **9. DISCLOSURE OF PERSONALLY IDENTIFIABLE INFORMATION**

We cannot ensure that your communications within the game and other personally identifiable information given to us 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 transmissions or private communications. Additionally, we can (and you hereby expressly 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 crimes, especially those that may involve personal injury. Furthermore, if you request any technical support, you consent to our remote accessing and review of the computer you use to access the System and to play the Game for purposes of support and debugging. You agree that we may communicate with you via e-mail and any similar technology for any purpose relating to the Game, the System, the Game Content, and the Software and any services or software that may in the future be provided by us or on our behalf. You may choose to visit our web site at [www.warhammeronline.com](http://www.warhammeronline.com) if the site offers services such as a Game theme chat room or other services of interest to you. You are subject to the terms and conditions, privacy customs and policies of Mythic while participating in any interactions on the site.

#### **10. WARRANTY DISCLAIMERS; LIMITATION OF DAMAGES AND EXCLUSIVE REMEDIES; INDEMNITY**

WE PROVIDE THE INFORMATION SERVICES OFFERED HEREUNDER, THE SYSTEM, THE ACCOUNT, THE GAME CONTENT, THE USER CONTENT, THE GAME, ALL OTHER SERVICES, AND THE SOFTWARE "AS IS." MYTHIC CANNOT AND DOES NOT WARRANT THAT THE OPERATION OF THE SYSTEM OR YOUR ACCESS TO THE SYSTEM, OR THE SOFTWARE, WILL BE UNINTERRUPTED OR ERROR-FREE. THERE IS NO WARRANTY AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE INFORMATION PROVIDED HEREUNDER, OR AGAINST INFRINGEMENT. EXCEPT FOR EXPRESS WARRANTIES STATED IN THIS CONTRACT, IF ANY, THE SYSTEM, ALL INFORMATION ACCESSIBLE THROUGH THE SYSTEM, THE ACCOUNT, THE GAME CONTENT, THE USER CONTENT, THE GAME, ALL OTHER SERVICES, AND THE SOFTWARE, ARE PROVIDED WITH ALL FAULTS, AND THE ENTIRE RISK AND EFFORT IS WITH THE USER AS TO COMPATABILITY WITH YOUR COMPUTER SYSTEMS, SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE.

YOU MAY ACCESS THE SYSTEM THROUGH YOUR ACCOUNT AT TIMES SUBSTANTIALLY OF YOUR OWN CHOOSING, BUT WE CANNOT AND DO NOT

PROMISE OR ENSURE THAT YOU WILL BE ABLE TO ACCESS YOUR ACCOUNT WHENEVER YOU WANT. THERE MAY BE FROM TIME TO TIME FAILURES TO HAVE ACCESS AVAILABLE CONSISTENT WITH THE ORDINARY STANDARDS APPLICABLE TO THE ON-LINE INFORMATION SERVICES INDUSTRY, OR CAUSED BY SCHEDULED OR EMERGENCY DOWNTIME, REASONABLE NEEDS FOR MAINTENANCE, REASONABLE FAILURES OF EQUIPMENT, COMPUTER PROGRAMS, AND COMMUNICATIONS NETWORKS OR DEVICES, AND EVENTS BEYOND MYTHIC'S REASONABLE ABILITY TO CONTROL. MYTHIC SHALL NOT BE LIABLE FOR BREACH OF WARRANTY OF THIS AGREEMENT IN SUCH EVENTS. YOU HEREBY UNDERSTAND THAT THERE IS NO GUARANTEE THAT MYTHIC SHALL CONTINUE OFFERING ACCESS TO ITS SYSTEM ON A GOING-FORWARD BASIS. YOU SPECIFICALLY ACKNOWLEDGE THAT THE TIME YOU SPEND PLAYING WARHAMMER ONLINE IS FOR ENTERTAINMENT PURPOSES ONLY, AND THAT YOU CLAIM NO INTEREST IN THE VALUE OF SUCH TIME AS REPRESENTED BY THE BUILDING UP OF THE EXPERIENCE LEVEL OF YOUR CHARACTER AND/OR THE ITEMS YOUR CHARACTER ACCUMULATES DURING YOUR TIME PLAYING WARHAMMER ONLINE. YOU FURTHER AGREE THAT YOU ARE NOT ENTITLED TO ANY REFUND OR OTHER COMPENSATION FOR THE PAST TIME YOU HAVE SPENT PLAYING WARHAMMER ONLINE OR FOR THE REAL OR PROJECTED VALUE OF YOUR ACCOUNT WERE IT TO BE SOLD. NOR IS MYTHIC LIABLE FOR ANY EMOTIONAL DISTRESS YOU MAY SUFFER AS A RESULT OF LOSS OF YOUR CHARACTERS AND/OR ACCOUNT IN THE EVENT THAT EITHER YOUR ACCOUNT OR THE SERVICE AS A WHOLE IS TERMINATED.

FURTHER, IN NO EVENT SHALL WE, OUR PARENT, OUR AFFILIATES OR OUR SUPPLIERS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY LOST PROFITS OR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE OR EXEMPLARY DAMAGES (HOWEVER ARISING, INCLUDING NEGLIGENCE OR PERSONAL INJURY) ARISING OUT OF OR IN CONNECTION WITH YOUR ACCOUNT, THE SYSTEM, THE GAME, THE CD-ROM OR THIS AGREEMENT. THIS DISCLAIMER SHALL BE INDEPENDENT OF ANY OTHER LIMITATION ON REMEDIES SET FORTH HEREIN.

IN THE EVENT OF A MATERIAL BREACH OF MYTHIC'S OBLIGATIONS TO PROVIDE ACCESS TO AND USE OF YOUR ACCOUNT, THE SYSTEM, THE GAME, GAME CONTENT OR USER CONTENT, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE A REFUND OF ANY PAID ACCESS FEES ATTRIBUTABLE TO THE PERIOD OF WRONGFUL DENIAL OF SERVICE, OR THREE-MONTHS' ACCESS FEES, WHICHEVER IS LESS. IN THE EVENT OF A MALFUNCTION OF OR YOUR INABILITY TO USE THE CD-ROM IN BREACH OF MYTHIC'S OBLIGATIONS HEREUNDER, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE A REPLACEMENT DISK.

IN THE EVENT ANY OF THE FOREGOING DISCLAIMERS OR LIMITATIONS ON LIABILITY ARE DECLARED TO BE VOID OR UNENFORCEABLE, THEN MYTHIC'S LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

THE WARRANTIES AND REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL OR WRITTEN, EXPRESS OR IMPLIED. NO

DISTRIBUTOR, AGENT OR EMPLOYEE OF MYTHIC IS AUTHORIZED TO MAKE ANY MODIFICATIONS OR ADDITION TO THIS WARRANTY.

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

#### **PHOTOSENSITIVITY SEIZURE WARNING**

A very small percentage of users may experience seizures when exposed to certain light patterns or flashing lights. Exposure to certain patterns or backgrounds on a video monitor, or while playing video games attached to a television set, may induce an epileptic seizure. These conditions may induce previously undetected epileptic symptoms even in persons who have no history of prior seizures or epilepsy.

If you or anyone in your family has an epileptic condition, consult your physician prior to playing. If you experience any of the following symptoms while playing a video or computer game dizziness, altered vision, eye or muscle twitches, loss of awareness, disorientation, any involuntary movement, or convulsions- IMMEDIATELY discontinue use and consult your physician before resuming play.

#### **11. GOVERNING LAW; EXCLUSIVE FORUM AND DISPUTE RESOLUTION PROCEDURE**

THE EUALA, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO, SHALL BE GOVERNED IN ALL RESPECTS BY THE INTERNAL LAWS OF THE COMMONWEALTH OF VIRGINIA AS SUCH LAWS ARE APPLIED TO AGREEMENTS ENTERED INTO AND TO BE PERFORMED ENTIRELY WITHIN VIRGINIA BETWEEN VIRGINIA RESIDENTS, INCLUDING THE PROVISIONS OF THE UNIFORM COMPUTER INFORMATION TRANSACTION ACT ("UCITA") AS ADOPTED BY THE COMMONWEALTH OF VIRGINIA (CODE OF VA, 59.1-501.1, ET SEQ.), BUT WITHOUT REGARD TO THE CONFLICTS OF LAWS PRINCIPLES OF VIRGINIA LAW. THE U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY DISCLAIMED. IN THE EVENT THAT YOU RESIDE IN A JURISDICTION WHICH HAS SPECIFICALLY REJECTED UCITA, YOU AGREE THAT THIS AGREEMENT SHALL BE INTERPRETED IN A MANNER MOST CONSISTENT WITH THE POLICIES UNDERLYING UCITA AND OTHERWISE REFLECT, AS NEARLY AS POSSIBLE, THE ORIGINAL INTENTIONS OF THE PARTIES EXPRESSED IN THIS EUALA.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE SOLE AND EXCLUSIVE FORUM FOR RESOLVING ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE EUALA, OR OTHERWISE RELATING TO ANY RIGHTS IN, ACCESS TO OR USE OF THE SYSTEM, THE GAME, GAME CONTENT, USER CONTENT AND/OR THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO

SHALL BE BINDING ARBITRATION, UNDER THE AMERICAN ARBITRATION ASSOCIATION ("AAA") COMMERCIAL ARBITRATION RULES, THEN IN EFFECT. THE PARTIES ALSO AGREE THAT THE AAA OPTIONAL RULES FOR EMERGENCY MEASURES OF PROTECTION SHALL ALSO APPLY TO THE PROCEEDINGS. JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATORS MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. IN THE EVENT THAT THIS PARAGRAPH IS HELD INVALID OR UNENFORCEABLE, THE REMAINING PORTIONS OF THIS SECTION SHALL REMAIN IN FULL FORCE AND EFFECT.

THE LOCATION OF THE ARBITRATION SHALL BE FAIRFAX COUNTY, VIRGINIA, AND YOU HEREBY EXPRESSLY AGREE TO ARBITRATE THERE, AND WAIVE AND AGREE NOT TO RAISE ANY AND ALL OBJECTIONS BASED ON PERSONAL JURISDICTION, VENUE, AND/OR INCONVENIENCE OF SUCH FORUM. IN THE EVENT THAT THIS PARAGRAPH IS HELD INVALID OR UNENFORCEABLE, THE REMAINING PORTIONS OF THIS SECTION SHALL REMAIN IN FULL FORCE AND EFFECT.

## **12. MISCELLANEOUS**

You shall comply with all applicable laws regarding your access to and use of the System, 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 any part of the information accessible through the System or the Software except in full compliance with all applicable laws and regulations. By this EUALA you acquire no express or implied rights in or to use Mythic's or its supplier's tradenames, trademarks or servicemarks.

If any part of the EUALA is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties expressed in the EUALA, and the remaining portions shall remain in full force and effect.

Except as otherwise provided herein, you may not assign or transfer this Agreement or your rights hereunder, and any attempt to the contrary is void. This Agreement sets forth the entire understanding and agreement between us and you with respect to the subject matter hereof. Except as provided above, or in a writing signed by both parties, this Agreement may not be modified or amended.

All services hereunder are offered by MYTHIC ENTERTAINMENT, 4035 Ridge Top Road, Suite 800, Fairfax, VA 22030. You can reach us during the hours of 11 am EST to 8 pm EST Monday through Friday by calling (703) 934-0169 or by e-mailing support@warhammeronline.com. Current rates for using the Game may be obtained from <http://support.warhammeronline.com>, and such rates are subject to change at any time in accordance with the terms of the EUALA then in effect. If you are a California resident, you may have this same information e-mailed to you by sending a letter to the foregoing address with your e-mail address and a request for this information.