

EVE® Online

END USER LICENSE AGREEMENT

ESRB Notice: Game Experience May Change During Online Play

Thank you for your interest in EVE, interactive online game ("EVE" or the "Game"). EVE is offered by CCP hf ("CCP"), a company based in Reykjavik, Iceland dedicated to the creation of next generation Internet games. EVE is a multiplayer role playing game that allows the participation of thousands of players around the world, interacting in the same game environment. You may play EVE using CCP's proprietary software (the "Software") that allows you to log into CCP's computer system (the "System") online and interact within the game environment created by CCP. To play, CCP requires that you review and agree to the following terms and conditions.

This End User License Agreement ("EULA") describes the terms and conditions under which you may (i) install and use the Software; and (ii) subscribe to, access and use EVE online. CCP may amend this EULA from time to time by posting an amended version at <http://www.eveonline.com/pnp/eula.asp>. If you accept this EULA, the then-current version of this EULA shall apply each time you access the System or play EVE.

By clicking the "ACCEPT" button below, and confirming your acceptance by clicking the "CONFIRMED" button (or if you bypass or otherwise disable the "ACCEPT" and/or "CONFIRMED" buttons, and still install, copy, download, access or otherwise use the Software or the Game), you accept the terms and conditions in the EULA. If you do not accept the terms and conditions in the EULA, you must click the "DECLINE" button, discontinue use of the Software and not access the System or use EVE. If you are the original purchaser of a boxed version of the Software on CD-ROM, you should contact the retailer for a refund. CCP does not manufacture or distribute the box version of the Game and is not responsible for refunding any fees relating thereto.

1. REQUIREMENTS TO PLAY

To play EVE, you must: (i) purchase a license to the Software (this may be available with the purchase of a boxed version of the Game and/or from the EVE web site <http://www.eveonline.com>); (ii) establish online a valid account (an "Account") and keep that Account active by paying the subscription fees on a timely basis; (iii) obtain and maintain your own Internet access (Internet access is required to play EVE; CCP is not responsible for your access to the Internet); and (iv) comply with the EULA.

2. YOUR ACCOUNT

You may establish only one (1) account for each copy of the Software licensed. If you wish to establish another Account, you must obtain another license for the Software (you may be able to do this by purchasing another boxed version of the Software or from the EVE Online web site <http://www.eveonline.com>).

A. Establishing a New Account

Upon establishing a new Account, you will be entitled to play EVE for up to thirty (30) days without paying the subscription fee (the "Trial Period"). If your Account is not terminated in accordance with the procedures set forth below within that thirty (30) day period, you will be charged the subscription fees as described during the registration process when you established your Account.

Only an individual, natural person who is an adult or, in the discretion of such an adult, his or her minor child, may establish an Account. You are responsible and liable for all activities conducted through your Account, regardless of who conducts those activities.

You may not share your Account with anyone, or allow anyone other than you personally (or your minor child, if you have registered an Account on behalf of your minor child) to access or use your Account. Joint or shared ownership or use of an Account by more than one user is prohibited.

Accounts may not be used for business purposes. Access to the System and playing EVE is intended for your personal entertainment, enjoyment and recreation, and not for corporate, business, commercial or income-seeking activities. Business entities and anyone who is acting for or on behalf of a business or for business purposes may not establish an Account, access the System or play EVE. Accessing the System or using the Game for commercial, business or income-seeking purposes is strictly prohibited.

B. Passwords and Names

You will be asked to select a password during the registration process ("Password"). You may not disclose your Password to anyone or allow anyone to use your Password to access the System or play EVE. You are responsible for maintaining the confidentiality of your Password and 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 Password. You may not obtain, attempt to obtain, use or attempt to use the password of anyone else. You are responsible for remembering your Account information and Password.

You will be assigned a login name and a character name during the registration and character creation process. You may not allow anyone to use your login name or character name to access the System or play EVE. No player may use the character name of another player to impersonate or falsely represent his or her identity. You may not obtain, attempt to obtain, use or attempt to use the login name or character name of anyone else.

You are encouraged to use a pseudonym, but you may not choose a name that violates anyone's trademarks, publicity rights or other rights. Acceptance of a pseudonym by the System does not mean that your chosen pseudonym does not violate anyone's rights. You are responsible for any liability incurred by yourself, CCP or anyone else due to the pseudonym you choose. CCP retains the right to reject any pseudonym it determines, in its sole discretion, is unlawful, indecent, obscene or otherwise violates standards of good taste.

C. Children

i. Responsibility for Account

Minor children may not establish an Account without the consent of a parent or guardian. If the user of EVE is a minor, a parent or guardian must complete the registration process to establish an Account, in which case the parent or guardian takes full responsibility for all obligations under the EULA and for all activities of the child using the Account. 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).

If you establish an Account, you represent that you are an adult thirteen (13) years of age or older and are either accepting the EULA on behalf of yourself or on behalf of your child, in which latter case you agree to the EULA with regard to your child and represent that you are also personally bound by the EULA.

ii. Game Rating

EVE has a "TEEN" rating. Parents may find it inappropriate for use by children under the age of thirteen (13).

CCP has established Rules of Conduct (discussed below) for players accessing the System and may, but is not obligated to, monitor and take action regarding inappropriate conduct. Nonetheless, it is possible that at any time there may be language or other material accessible on or through the System that you may consider inappropriate for children or that may be offensive to some users of any age. You acknowledge that other players may transmit communications or content, or access to content, that you may consider inappropriate or objectionable. CCP does not, as a matter of policy, prescreen the communications or content transmitted by each player and is in no way responsible for the communications and content transmitted by players of the Game.

CCP does not knowingly collect any information about children under the age of thirteen (13) beyond that necessary to establish an Account and play the Game. CCP will not disclose such information to any third party except as set forth below.

3. ACCOUNT TRANSFER / CHARACTER TRANSFER

You are not permitted to transfer your account to another person. If you wish to discontinue your account please refer to section 6. of this EULA. You may transfer a character from your account to another account, either belonging to you or another person. This transfer option is available from the EVE Online Account Management web site <https://secure.eveonline.com/login.asp> and is subject to fees and the following limitations: You may not offer to transfer characters except your own, or act as a "broker" or intermediary (for compensation or otherwise) for anyone wishing to transfer or obtain characters. The transferee will obtain all rights to your character in a single transaction, and you will retain absolutely no control or rights over the characters, items or attributes of that character. You may not transfer any characters whose attributes are, in whole or in part, developed, or which own items, objects or currency obtained or acquired, in violation of the EULA. Any character transfers or attempted transfers not in accordance with the foregoing terms is prohibited and void, and shall not be binding on CCP. A transfer or attempted transfer of a character is entirely at the risk of the parties to such transaction. CCP is not liable to any person (whether transferor, transferee or otherwise) for any acts, omissions, statements, representations, defaults or liabilities of the parties in connection with such a transaction.

4. SUBSCRIPTION FEES AND PAYMENT TERMS

After the Trial Period, you are required to pay a subscription fee to maintain your Account, access the System and play EVE. You are informed of the subscription fee and payment terms during the registration process. The current subscription fee and payment terms may be viewed at <http://www.eveonline.com/pnp/pricing.asp>, and are incorporated in the EULA by reference. CCP may amend the subscription fee and payment terms at any time.

All subscription fees are in U.S. Dollars or Euros and are non-refundable unless expressly stated otherwise in the EULA. When you establish your Account, you authorize CCP to automatically charge your credit card the subscription fees in accordance with the payment terms (as may be amended by CCP from time to time), plus any applicable taxes that CCP is required to collect. If CCP is unable to process your credit card at any time, your Account may be immediately suspended or terminated at CCP's discretion.

You are responsible for reviewing CCP's website for changes in the subscription fee or payment terms. If a change is unacceptable to you, you may, as your sole and exclusive remedy, terminate the EULA and close your Account as described in the termination section below. You are responsible for paying all applicable taxes (including those CCP is not required to collect) and for all hardware, software, Internet service and other costs you incur to access the System.

5. AMENDMENTS TO EULA

CCP may, in its sole discretion, amend the EULA from time to time. If the EULA is amended, you will be asked to review the amended EULA when you log into your Account, and to indicate and confirm your acceptance of the amended EULA by clicking the "ACCEPT" and/or "CONFIRMED" buttons.

If the amendment alters a material term of the EULA that is unacceptable to you, you may, as your sole and exclusive remedy, terminate the EULA and close your Account as described in the termination section below.

6. TERMINATION; SUSPENSION OF ACCOUNT

A. By CCP for Termination of the Game

CCP does not guarantee that it will continue to offer access to the System or support the Game. CCP may, in its sole discretion, cease to provide any or all of the services offered in connection with EVE (including access to the System and any or all features or components of the Game), terminate the EULA, close all Accounts and cancel all of the rights granted to you under the EULA. CCP may communicate such termination to you upon 30 days notice in any of the following manners: (i) when you log into your Account; (ii) in a notice on CCP's website; (iii) via electronic mail; or (iv) in another manner that CCP deems suitable to inform you of the termination. If CCP terminates the EULA pursuant to this section, you will not receive a refund of prepaid subscription fees.

B. By CCP for Breach or Misconduct

i. Suspension of Account

Without limiting CCP's rights or remedies, CCP may immediately, and without notice, discontinue or suspend 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 or suspended Account, in the event of (i) a breach of the EULA (including the Rules of Conduct) by you or any user under your Account; or (ii) unauthorized access to the System or use of the Game by you or any user under your Account.

ii. Termination of EULA

CCP may terminate the EULA, close all your Accounts, and cancel all rights granted to you under the EULA if: (i) you fail to pay the subscription fee when due; (ii) CCP is unable to verify or authenticate any information you provide; (iii) you or anyone using any of your Accounts materially breaches the EULA, makes any unauthorized use of the System or Software, or infringes the rights of CCP or any third party; or (iv) CCP becomes aware of game play, chat or player activity under your Account that is, in CCP's discretion, inappropriate or in violation of the Rules of Conduct. Such termination shall be effective upon notice transmitted via electronic mail, or any other means reasonably calculated to reach you. CCP reserves the right to terminate any and all other Accounts that share the name, phone number, e-mail address, internet protocol address or credit card number with the closed Account. Termination by CCP under this section shall be without prejudice to or waiver of any and all of CCP's other rights or remedies, all of which are expressly reserved, survive termination, and are cumulative. You will not receive a refund of prepaid subscription fees for a termination pursuant to this section.

C. By You

i. Anytime

You may terminate the EULA with regard to any or all of your Accounts at any time, upon notice to CCP via electronic mail. You will not receive a refund of prepaid subscription fees in the event of such termination.

ii. For a Change in the Subscription Fee or Payment Terms

If a change in the subscription fee or payment terms is unacceptable to you, you may, as your sole and exclusive remedy, terminate the EULA and close all of your Accounts by notifying CCP via electronic mail within thirty (30) days after the later of (a) the date that CCP has posted the change on its website; or (b) the date the change has impacted your Account (e.g., your credit card has been charged). Your notice must state: (i) that you do not agree to the change, specifically describing the change, and request CCP to close all of your Accounts; (ii) your player name and (iii) your login name. You may receive a refund of any prepaid subscription fees, prorated as of the effective date of your termination, by sending CCP a request via electronic mail within thirty (30) days of your termination notice. If you continue to access the System or use EVE more than thirty (30) days after the later to occur of (a) or (b) above, without following the termination procedure set forth above, you shall be deemed to have accepted the change and waive your rights to terminate under this section.

iii. For a Change in the EULA

If an amendment alters a material term of the EULA that is unacceptable to you, you may, as your sole and exclusive remedy, terminate the EULA and close your Accounts by: (a) clicking the "DECLINE" button when you are prompted to review and agree to the amended EULA; or (b) notifying CCP via electronic mail within thirty (30) days after the amended EULA was communicated to you, provided that you have not clicked the "ACCEPT" button, accessed the System or played the Game during that period. Your notice must state: (i) that you do not agree to the amended EULA, specifically describing the amendment(s) with which you disagree, and request CCP to close all of your Accounts; (ii) your player name and (iii) your login name. You may receive a refund of any prepaid subscription fees, prorated as of the effective date of your termination, by sending CCP a request via electronic mail within thirty (30) days of your termination notice. If you click "ACCEPT" or otherwise continue to access the System or play the Game, you shall be deemed to have accepted the amended EULA and waive your rights to terminate under this section.

D. Closed Accounts

If for any reason the EULA is terminated with regard to any or all of your Accounts, those Accounts will be closed, upon which all rights granted to you under the EULA shall terminate with regard to the closed Accounts, and you must discontinue your use of the Software, and you may not access the System or play the Game under any closed Account, and all the attributes of the Accounts, including characters, items and currency in the Accounts, will be lost. If for any reason the EULA is terminated, you will not be entitled to compensation for the past time you spent playing EVE, for the real or projected value of your Account were it to be sold, or for any other compensation, other than a prorated refund of prepaid subscription fees under certain circumstances as expressly set forth in the EULA.

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

7. CONDUCT

A. Specifically Restricted Conduct

Your continued access to the System and license to play the Game is subject to proper conduct. Without limiting CCP's rights to control the Game environment, and the conduct of the players within that environment, CCP prohibits the following practices that CCP has determined detract from the overall user experience of the users playing the Game:

1. You may not take any action that imposes an unreasonable or disproportionately large load on the System.
2. You may not use your own or third-party software to modify any content appearing within the Game environment or change how the Game is played.
3. You may not use macros or other stored rapid keystrokes 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 rewrite or modify the user interface or otherwise manipulate data in any way to acquire items, currency, objects, character attributes or beneficial actions not actually acquired or achieved in the Game.
4. You may not use the Software, or any information accessible through the System, to bypass the System login architecture or 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.
5. You may not engage in any conduct 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, including without limitation arranging, making or accepting transfers of items to a character without adequate consideration, thereby augmenting or aggregating items in an Account and increasing its value for an Account sale.

B. Selling Items and Objects

You may not transfer, sell or auction, or buy or accept any offer to transfer, sell or auction (or offer to do any of the foregoing), any content appearing within the Game environment, including without limitation characters, character attributes, items, currency, and objects, other than via a permitted Character Transfer as described in section 3 above. You may not encourage or induce any other person to participate in such a prohibited transaction. The buying, selling or auctioning (or any attempt at doing so) of characters, character attributes, items, currency, or objects, whether through online auctions (such as ebay), newsgroups, postings on message boards or any other means is prohibited by the EULA and a violation of CCP's proprietary rights in the Game.

C. Compliance with Rules of Conduct

You agree to observe and abide by the Rules of Conduct as may be amended by CCP from time to time. The current version of the Rules of Conduct may be viewed at <http://www.eveonline.com/pnp/terms.asp>, and are incorporated in the EULA by reference.

8. **PRIVACY AND CONFIDENTIALITY**

A. Communications

Except for certain information in your Account (discussed below), all transmissions by you to the System are not private. You acknowledge and agree that you have no expectation of privacy regarding communications you make in the Game, whether through private in-Game messaging, during chat, or in chat rooms. CCP representatives may monitor communications made by or received from you. You should not provide private information to any other player in the Game. CCP shall not be responsible for the consequences of any such disclosure by you.

You may encounter and converse with people who are rude, offensive, belligerent, and who may use indecent, obscene, and/or threatening or harassing language while playing the Game. You may report any instances of such behavior to CCP. CCP will investigate and take such measures as CCP, in its sole judgment, determines are reasonable under the circumstances. CCP does not guarantee that you will not encounter behavior of others that you may view as insulting, demeaning, offensive, threatening or harassing. You assume all risk associated with playing the Game, and CCP assumes no responsibility for the conduct of any other players, and shall not be liable to you or any other person for their conduct.

B. Personal Information

CCP does not guarantee that personal information transmitted to the System, including without limitation information in your Account, will not be disclosed to third parties. While CCP's aim is to keep your personal information confidential and CCP employs security measures to protect the System, third parties may unlawfully intercept transmissions or private communications, or access data within the System. Additionally, CCP may (and you hereby expressly authorize CCP to) disclose information about you to private entities, law enforcement or other government officials, as CCP, in its sole discretion, deems necessary or appropriate to investigate or resolve possible crimes or to respond to judicial, regulatory, agency or similar inquiries.

CCP may monitor usage of the System to gather statistical information that it may disclose to third parties. CCP may also contact you using the information you provided to, for example, provide technical support, respond to user inquiries, transmit questionnaires and offer products and services. You may also verify and update your Account information by logging into your Account through the account management page at <https://secure.eveonline.com/login.asp>.

9. **SEIZURE WARNING**

In rare instances, some users may experience seizures when exposed to certain light patterns or flashing lights. Exposure to certain light patterns or backgrounds on a video monitor may induce an epileptic seizure, even in persons who have no history of prior seizures or epilepsy.

10. **LICENSE**

A. Software License

Subject to the terms of the EULA, CCP grants you a limited, non-exclusive, revocable license to use the Software and its accompanying documentation solely in connection with accessing the System in order to play EVE using a single valid Account.

For each valid Account you maintain, you may install a copy of the Software on, and access the System from, a single computer or Game platform, and from a secondary computer if you so choose. You must purchase a separate license to the Software for each additional Account you register; e.g., if you have 2 Accounts, you must have 2 licensed copies of the Software. You may not use more than one Account with a single licensed copy of the Software. You may make one (1) copy of the Software for backup or archival purposes.

B. License to Access the System to Play the Game

Upon establishing a valid Account, and subject to your continued compliance with the EULA, CCP grants you a limited, non-exclusive, revocable license to access the System, and to access and use the Game Content and User Content (each as defined below), in order to play EVE online. You may download (and, to the extent permitted by the System, make a single copy for your own purposes in playing the Game) and exchange Game Content and User Content exclusively via a valid Account, solely to play the Game, for purposes permitted by, and in a manner consistent with, the EULA.

C. Specific Restrictions

Any and all rights not expressly granted by CCP herein are reserved, and no license, permission or right of access or use not granted expressly herein shall be implied.

You may not intercept for any purpose other than playing EVE in accordance with the EULA any information accessible through the System. You may not access the System or upload, download or use information accessible through the System, other than as permitted by the EULA.

You may not copy (except as set forth above), distribute, rent, lease, loan, modify or create derivative works of, adapt, translate, perform, display, sublicense or transfer the Software or any documentation accompanying the Software. You may not transfer the Software, except as part of a permitted Account Transfer as described above, if permitted by the EULA then in effect. If the Software is an update, any transfer must include the update and all prior revisions.

You may not copy, distribute, rent, lease, loan, modify or create derivative works of, 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 in your Account, except that, solely to the extent permitted by the System, you may modify certain Game Content and User Content only for your own purposes in playing the Game.

You may not reverse engineer, disassemble or decompile, or attempt to reverse engineer or derive source code from, all or any portion of the Software, or from any information accessible through the System (including, without limitation, data packets transmitted to and from the System over the Internet), or anything incorporated therein, or analyze, decipher, "sniff" or derive code (or attempt to do any of the foregoing) 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. If the Software and/or the System contains license management technology, you may not

circumvent or disable that technology.

D. Software Updates

CCP may from time to time update or otherwise modify the Software electronically. You hereby grant CCP permission to: (i) extract hardware system profile data from your computer; (ii) extract information from your computer's file directories pertaining to the Game and your ability to access the System; (iii) download to your computer content and Game files and any data related to the operation of the Game. The foregoing applies to any computer from which you log into the System using your Account.

E. New Releases of the Software

You are not entitled to receive any new releases of the Software, or any expansion packs, updates, upgrades or similar products under the EULA, but CCP may, in its sole discretion, offer any or all of the foregoing to you. CCP may update, upgrade or otherwise enhance the Software at any time, in its sole discretion, without obligation to you. Periodically, CCP will require all users to migrate to new releases of the Software in order to continue accessing the System and playing EVE. You will be informed when a new release is available and will have a period of time in which to procure and install the new release. You must install and use the new release before the period of time has lapsed to continue accessing the System and playing EVE. If you fail to install the new release when required, CCP shall not be responsible in any way for your inability to access the System or play EVE, and you shall not be entitled to receive a refund of any prepaid subscription fees or any other form of compensation. New releases could be offered to you at a discounted price.

11. PROPRIETARY RIGHTS

A. Ownership of Software, System and Game

As between you and CCP, CCP is the sole and exclusive owner of the Software, System, Game and Game Content (as defined below). The Software, System, Game and all Game Content are protected by law governing copyrights, trademarks and other proprietary rights. CCP reserves all rights not expressly granted herein.

The Game is comprised of, without limitation, software code, programs, routines, subroutines, objects, files, data, characters (and items, currency, objects and attributes comprising or associated with a character or an Account), graphics, sound effects, music, animation, video, text, content, layout, design and other information downloaded from and accessible through the System (collectively, the "Game Content"). CCP, its affiliates, licensors and/or suppliers retain all of their right, title and interest (including without limitation all intellectual property rights) in and to the Software, System, Game and all Game Content, and no rights thereto are transferred to you, except for the limited license granted above.

B. Rights to Certain Content

You have no interest in the value of your time spent playing the Game, for example, by the building up of the experience level of your character and the items your character accumulates during your time playing the Game. Your Account, and all attributes of your Account, including all corporations, actions, groups, titles and characters, and all objects, currency and items acquired, developed or delivered by or to characters as a result of play through your Accounts, are the sole and exclusive property of CCP, 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.

Without limiting its rights in any way, and subject to the other terms of the EULA, CCP shall have the right to display and publish any information (except certain personal information in your Account) relating to any character in your Account, for example, in charts, lists and other compilations, without notice or any compensation to you whatsoever.

You hereby irrevocably and without additional consideration beyond the rights granted to you herein, assign to CCP any and all right, title and interest you have, including copyrights, in or to any and all information you exchange, transmit or upload to the System or while playing the Game, including without limitation all files, data and information comprising or manifesting corporations, 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. To the extent that any such rights are not assignable, you hereby grant CCP an exclusive, perpetual, worldwide, irrevocable, assignable, royalty-free license, fully sublicensable through multiple tiers, to exercise all intellectual property and other rights, in and to all or any part of such information, in any medium now known or hereafter developed. The foregoing assignment and license in this paragraph shall not include User Content (defined below).

C. User Content

The System may allow you to communicate information, such as by posting messages in chat rooms, on bulletin boards and other user-to-user areas (collectively, "User Content").

User Content that you cause to be communicated to the System may not (i) violate any statute, rule, regulation or law; (ii) infringe or violate the intellectual property, proprietary, privacy or publicity rights of any third party; (iii) be defamatory, indecent, obscene, child pornographic or harmful to minors; or (iv) 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 personal information.

CCP may take any action it deems appropriate regarding any User Content, if CCP believes, in its sole discretion, that such User Content violates the EULA or may expose CCP, its licensors and/or its suppliers to liability, damage CCP's relationship with any of its suppliers, licensors, ISPs or other users of EVE, harm anyone or harm CCP's reputation or goodwill.

You hereby grant CCP an exclusive, perpetual, worldwide, irrevocable, assignable, royalty-free license, fully sublicensable through multiple tiers, to exercise all intellectual property and other rights, in and to all or any part of your User Content, in any medium now known or hereafter developed.

Violation of CCP's proprietary rights is a material breach of the EULA, in the event of which CCP may suspend your Account, terminate the EULA and take whatever additional action CCP deems appropriate under the circumstance. The foregoing is without prejudice to or waiver of any and all of CCP's other rights and remedies, all of which are expressly reserved, survive termination, and are cumulative.

12. NO WARRANTIES

The Software, System, Game and all Game Content, and all other services and material provided in connection therewith, are provided "AS IS," with all faults, and without warranty of any kind. You assume all risk of use and all risk associated with accessing the System and playing the Game.

CCP disclaims all warranties, whether express or implied, including without limitation the warranties of merchantability, fitness for particular purpose and non-infringement. There is no warranty against interference with your enjoyment of the Game. CCP does not warrant that the operation of the System or your access to the System, or that your use of the Software, will be uninterrupted or error-free, nor that the System or Software will be compatible with your hardware and software.

While CCP attempts to have the System available at most times, CCP does not guarantee that the System will always be available, or that the System will not become unavailable during Game play. The System may become unavailable for a number of reasons, including without limitation during the performance of maintenance to the System, for the implementation of new software, for emergency situations and due to equipment or telecommunications failures.

13. **DISCLAIMER OF DAMAGES**

In no event shall CCP, its affiliates, licensors or suppliers be liable to you or to any third party for any special, indirect, incidental, consequential, punitive or exemplary damages (including without limitation, lost profits or lost data), arising out of or in connection with your Account, the System, Software, Game, Game Content, User Content, EULA, or any other services or materials provided in connection therewith, whether based on warranty, contract, tort or any other legal theory, and whether or not CCP is advised of the possibility of such damages, and even if any stated remedy fails of its essential purpose.

14. **LIMITATION OF LIABILITY**

Except as set forth below, CCP's maximum liability for any and all claims arising out of or in connection with your Account, the Software, System, Game, Game Content, User Content, EULA, and any other services or materials provided in connection therewith, shall not exceed an amount equal to the value of one (1) month's subscription fees.

In the event of a material breach of CCP's obligations to provide access to and use of your Account, the System, Game, Game Content or User Content, your sole and exclusive remedy shall be a refund of any pre-paid subscription fees attributable to the period during which you were denied such access and use, or an amount equal to the value of three (3) months' subscription fees, whichever is less. In the event of a malfunction of or your inability to use the CD-ROM containing the Software, your sole and exclusive remedy shall be a replacement disk from the vendor that provided the CD-ROM in accordance with its replacement policy; CCP shall have no liability for the CD-ROM.

If any of the foregoing disclaimers or limitations of liability are declared to be void or unenforceable, then CCP's liability shall be limited to the maximum extent permissible under applicable law. The remedies set forth herein are exclusive and in lieu of all other remedies, oral or written, express or implied.

15. **INDEMNITY**

You shall defend, indemnify and hold harmless CCP and its affiliates, licensors and suppliers, and their respective employees, contractors, officers and directors, from any and all claims, loss, damages and demands, including reasonable attorneys' fees, arising out of: (i) your use or misuse of the Software; (ii) your access to the System; (iii) any activities conducted through your Account (whether by you or another person); and (iv) your playing of the Game.

16. **GOVERNING LAW AND EXCLUSIVE FORUM**

The EULA, and the rights and obligations of the parties hereto, shall be governed and construed by and in accordance with the laws of the Republic of Iceland. The EULA shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

The sole and exclusive forum for resolving any controversy, dispute or claim arising out of or relating to the EULA, or otherwise relating to any rights in, access to or use of the Software, System, Game, Game Content, User Content and/or the rights and obligations of the parties hereto, shall be the District Court of Reykjavík, Iceland, (Héraðsdómur Reykjavíkur). You hereby expressly waive and agree not to raise any and all objections based on personal jurisdiction, venue and/or inconvenience of such forum and agree to the jurisdiction of the District Court of Reykjavík, Iceland.

17. **MISCELLANEOUS**

If any part of the EULA 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 EULA, and the remaining portions shall remain in full force and effect.

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.

Except as otherwise provided herein, you may not assign or transfer the EULA or your rights thereunder, and any attempt to do so is void. The EULA, including the Rules of Conduct and the subscription fees and payment terms as referenced therein, as each may be amended by CCP from time to time, sets forth the entire understanding and agreement between CCP and you with respect to the subject matter hereof. Except as provided above, or in a writing signed by both parties, the EULA may not be modified or amended. No distributor, agent or employee of CCP is authorized to make any modifications or additions to the EULA.