

# Black Desert Terms of Service

## ARTICLE 1. PURPOSE

The purpose of these terms (the "Terms of Service") is to govern the rights, obligations, responsibilities, and other necessary matters between you, the service user, and PearlAbyss H.K. Limited and all affiliates and subsidiaries ("Pearl Abyss," the "Company," "we," "us," or "our") with respect to your use of our services (related to all services provided by the company in official websites, forums, etc., and all other related services, henceforth referred to as "Game Services").

## ARTICLE 2. DEFINITIONS

① The definitions of terms used in these Terms are as follows.

1. 'Use Agreement' means a contract between the Company and Members About the use of the Game Services provided by the Company, including Terms of Service.
2. "Member(s)" means a member who accesses and uses the Company's Game Services using an account issued by the Company after signing up and agreeing to the Use Agreement according to the procedure set out by the Company.
3. 'Game World' means a variable virtual world in which multiple Members play games according to a certain rule for incidental purposes such as leisure, socializing, and sharing of information.
4. "Account' means a game account or ID, consisting of a combination of characters, numbers, or special characters selected by Member and approved by the Company to identify Members and use the Game Services.
5. 'Account Information' means general information provided by the Member to the Company such as Member's account, password, name, and

information created throughout the use of the Game Services, such as game use information and billing status.

6. 'Character' means game data that the Member selects and manipulates according to the manner provided by the Company within the Game World for the use of the Game Services.
  7. 'Password' means a combination of letters, numbers, or special characters that the Member selects and privately manages to ensure that the Member is the matching Member of the Account.
  8. 'Acoin' means the virtual currency (prepaid electronic payment method) employed to use or purchase various paid services and game services provided by the Company.
  9. 'Charge' means the purchasing action of Acoin made by Members using the payment method specified by the Company.
  10. 'Paid Content(s)' means any purchased online content within the Game Services.
  11. 'Post' means all information made up of characters, documents, pictures, sounds, images, or any combination thereof posted on the Game Services in connection with the Member's use of the Game Services.
  12. 'Affiliate services' means any service connected to the company's Game Services which are also operated by third parties affiliated to the company.
  13. "Minor" means a person who is under the age of majority per the laws of the country where the service applies.
  14. "Unauthorized Program" means a computer program or device that is not provided or approved by the Company, and includes all programs and devices that have the purpose of interfering with service operations.
- ② The definitions of the terms used in these Terms of Service shall be based on the relevant laws and regulations set according to each Terms of Service and

Operating Policies except as set forth in Paragraph 1.1, and the matters not set forth in these Terms of Service shall be governed by general commercial practices.

### **ARTICLE 3. COMPANY INFORMATION AND OTHER**

① The Company shall display these terms and/or services on the initial screen and official website of the Game Service in a manner easy for Members to approach. However, Terms of Service and Privacy Policy may be displayed through a linked page.

#### **[Company Information]**

1. Business Name: PearlAbyss H.K. Limited.
2. Website: <https://www.naeu.playblackdesert.com>
3. Address: 48 Gwacheon-daero 2-gil, Gwacheon-si, Gyeonggi-do, 13824, Rep. of Korea

#### **[Customer Claims and Grievances (Customer Service)]**

1. Website: <https://support.pearlabyss.com/Support/Start/Index>

#### **[Terms]**

1. Privacy Policy
2. Terms of Service (these terms and conditions)

### **ARTICLE 4. TERMS AND AMENDMENTS**

① The Company publishes the Terms of Service on the initial page of the Game

Services or the linked page through the initial page so that the Member can easily understand the contents of the Terms of Service.

② The Company shall take necessary measures to enable the Member to inquire about the contents of the Terms of Service.

③ The Company may amend this Terms of Service to the extent that it does not violate the relevant laws and regulations.

④ In the event of the amendment of the Terms of Service, the Company shall announce the effective date, the details of amendment, the reason for the amendment on the initial page or link page and email. However, any unfavorable or significant changes to the terms and conditions shall be announced 30 days prior to the effective date, and members shall be notified of the terms and conditions to be amended, effective date and reasons for amendment by e-mail or other methods. In the case where a Member cannot contact the Company through the aforementioned means, the Member will post a notice on the official website.

⑤ The Company may be able to deem the Member to have agreed to the Amended Terms of Service if Member does not express any sign of consent or rejection by the effective date

⑥ If a Member does not consent to the amendment of the Terms of Service, the Company or Member may terminate the Game Services Use Agreement.

## **ARTICLE 5. RULING RULES**

Matters not specified in these Terms of Service or interpretation thereof shall be governed by relevant laws and regulations.

## **ARTICLE 6. OPERATING POLICY**

① In order to set the necessary requirements to adopt the Terms of Service, to protect the rights and interests of the Members and to maintain order in the Game

World, the Company may establish the Game Service operating policy ('Operating Policy') within the specific scope defined in the Terms of Service.

② The Company shall clearly notify Members of the details of the Operating Policy by posting it on the Game Service initial page or linked page.

③ In case of a major revision in the Operating Policy which may materially affect the Members' rights and/or obligations or the Terms of Service, the procedure that is described form Article 4 (TERMS AND AMENDMENTS) shall apply. However, if the revision of the Operating Policy falls under any of the following subparagraphs, such revision shall be notified in advance in the manner set forth in Article 5.2.

1. amendments to matters that are specifically stipulated within the scope of the Terms of Service;
2. amendments to matters not related to the rights and obligations of Members;
3. the changed contents of the Operating Policy are not fundamentally different from those set forth in the Terms of Service and such amendments are Member-predictable

## **ARTICLE 7. APPLICATION AND METHOD OF USE**

① Anyone who wishes to use the Game Service provided by the Company must agree to the Terms of Service.

## **ARTICLE 8. LIMITATION FOR REGISTRATION**

① Unless there is a reasonable ground not to, the Company shall approve the Member's application of use if the Member correctly enters their actual information when providing the information requested by the Company.

② The Company may refuse to accept and/or cancel a membership registration that falls under any of the following subparagraphs, even after previously accepting

it:

1. Registration in violation of Article 7 of these Terms of Service and the Pearl Abyss Terms of Service.
  2. Payment for service charges by unauthorized use or theft of third party's credit card, wired / wireless telephone, bank account, etc.;
  3. If application for use is for the purpose of engaging in unlawful acts prohibited by relevant laws and regulations
  4. If the minor does not obtain consent from the legal representative or cannot confirm that the consent has been obtained
  5. If unlawful usage or a failure in the payment method for the service usage fees has occurred
  6. If a Member whose account has been terminated due to violating clause 1 under Article 15 'Obligations of Members' attempts an application of use
  7. If acceptance of the application for use is not available due to similar reasons as mentioned above
- ③ The Company may withhold its approval in the event of the following
1. The Company is not capable of approving the registration due to technical reason
  2. Failure in the Game Service or payment method
  3. If acceptance of the application for use is not available due to similar reasons as mentioned above

## **ARTICLE 9. AGREEMENT FROM LEGAL REPRESENTATIVE REGARDING APPLICATION FOR USE BY A MINOR**

- ① Those deemed as Minors according to relevant laws and regulations must read and agree to these terms of service with a legal guardian.

- ② A Minor utilizing Game Services and Paid Content will be deemed to have obtained the agreement of their legal representative.
- ③ The Company shall not be held responsible for any disadvantages when it is revealed that a Minor registered false information regarding their date of birth.

## **ARTICLE 10. PROTECTION AND MANAGEMENT OF PERSONAL INFORMATION**

- ① The Company strives to protect personal information of Members including Account information. The protection and use of a Member's personal information will be governed by the relevant laws and regulations and our Privacy Policy.
- ② Except for individual services provided as a part of the service, the Company's personal information handling policy is not applicable for the service provided by third parties with links to the official website or each website by service.
- ③ The Company shall not be held responsible for any exposure of the personal information caused by the Member's negligence.

## **ARTICLE 11. COLLECTION OF INFORMATION**

- ① The Company may retain and store all communications, including chats and in-game letters among Members within the Game Service.
- ② The Company may read this information only when it is deemed necessary to settle a dispute among the Members, processing of complaints, or maintenance of the game order (Account theft, cash transactions, violent language, fraud within the game, such as fraudulent conduct, bug abuse, and other violations of current laws and regulations, and when it is necessary to view the Member's chat information in relation to investigation, processing, confirmation and remedies of serious violation of the terms prescribed in Article 15 of the Terms of Service)
- ③ The Company may collect and utilize the information of a terminal setting, specification of the Member's device, etc. to improve the Game Service quality, such as stabilization of the Game Service operation and program. However, the

Company shall receive the agreement of the user before collecting this information.

④ For instances involving Game Service operation, such as violating the Terms of Service or Operating Policy or being chosen as a winner for an event, the member's in-game family name, character name, etc. may be posted on the website.

## **ARTICLE 12. PROVISION AND SUSPENSION OF THE GAME SERVICES**

① Game Service may not be provided for a certain period of time in the event of the following:

1. maintenance or replacement of facilities necessary in providing the Game Service, regular Game Service maintenance or other necessary Game Service operation
2. responding to unexpected service instability such as electronic intrusion like hacking, network accident, disruption of service facilities, or Member's abnormal game use behavior
3. the provision of services is prohibited in accordance with relevant laws, regulations, administrative orders issued by government, or company policies
4. normal Game Services cannot be provided due to force majeure such as natural disasters and emergency situations
5. as necessary in the management of the Company, such as the divestiture or merger of the Company, transfer of business, dissolution of business, lower profit of the Game Service for the year, etc.
6. in the event it becomes necessary to suspend the provision of Game Services.

② The Company shall provide prior notice in the event the Company suspends the provisions of Game Services in accordance with the sub-paragraphs above. However, the Company may be unable to provide prior notice due to urgency of the situation



or other difficulties.

③ As for the use of the paid services provided under the consent of both the Company and Member (limited to those with continuous Use Agreement), if the service is suspended or disrupted without a prior notice for more than four (4) hours (cumulative) per day because of Company's negligence, the Company should extend the service hours of the suspended or disrupted hours for free. A Member cannot claim additional compensation from the Company.

④ If the service suspension or disruption which occurs from a previously notified and agreed server maintenance exceeds ten (10) hours, the excess hours will be extended for free, and the Member cannot claim separate compensation from the Company.

⑤ The Company may suspend all Game Services without a prior notice subject to technical or operational needs. In this case, the Company shall notify the suspension on the website thirty (30) days in advance and then suspend the provision of the Game Services. If a prior notice cannot be given for reasons beyond control, an ex-poste notice in due course may suffice.

⑥ If the Company terminates the Game Service pursuant to Section 10.5, the Member shall not be entitled to claim damages for free service, paid service, Continuous Paid Service Use Agreement, or limited-period paid items that has no remaining period available. In case of unlimited-period paid services, the remaining period will be terminated by the date of service termination.

## **ARTICLE 13. MODIFICATION OF GAME SERVICES AND CONTENTS**

① Members may use Game Services in accordance with the Terms of Service, Operational Policy and the game rules set by the Company.

② The Company has comprehensive rights to create, change, maintain, and repair the game contents of the Game World. The contents of the Game Service and Affiliate Service provided by the Company may be modified (or patched) from time

to time subject to the operational and technical needs. The Company shall notify the Member of the modification on the initial page.

③ The Company can reorganize and separate various games and related sites provided on the initial page and as part of the Game Service. In this case, the Company will actively notify Members, and the Members will receive services from the reorganized or separated websites.

④ The Company may add, delete or change the planning of the Game Service or the information related to the game as necessary.

#### **ARTICLE 14. OBLIGATIONS OF THE COMPANY**

① The Company shall abide by the relevant laws and regulations and use best efforts to perform its obligations set forth in the Terms of Service.

② The Company shall have a security system to protect a Member's personal information (including credit information) and disclose the Privacy Policy. The Company shall not disclose or provide any personal information of a Member to any third party except for the cases as stipulated in this Terms of Service and/or Privacy Policy.

③ In case any damages to the equipment or loss of data occurs during service improvement for continuous and stable service, unless there are force majeure events such as natural disasters and emergency situations, the Company will use best efforts to fix the problem or restore data without delay.

④ The Company handles customer support services (handling a Member's comments and complaints) for Members. You can find details in our Article 25 "Customer Support".

⑤ The Company strives to provide convenience to Members in terms of the procedures and content of contracts with Members, such as the conclusion, modification and termination of the Use Agreement.

## **ARTICLE 15. OBLIGATIONS OF MEMBERS**

① Members are obligated to comply with all the matters set forth in both these terms and conditions and the operating policy. Members who are confirmed to have violated both these terms and conditions and the operating policy may be restricted from using the Service.

② The Member shall notify the Company of issues such as errors or hearing of the bugs or systems discovered during the use of the Service, and may not propagate or abuse them to other Members. If the Member fails to notify the Company of bugs or system errors even after such issues occur, the use of the Service may be restricted in accordance with both these terms and conditions and the operating policy.

③ The Member shall be obligated to manage their account information, as the responsibility to manage their personal information and security is theirs alone, and the Company may not be responsible for any damages caused by the Member's negligence in personal information management.

④ The detailed matters that the Member is required to comply with in playing games shall be pursuant to the separate Operational Policy.

⑤ Members shall check and comply with the matters specified in these terms and conditions, notices on the service website or each game site, and separate policies set by the Company.

⑥ The Member cannot obtain, dispose (transfer, sell, etc.) game data (account, character, game items, etc.) or become the object of rights (collateral loan, rent, etc). 1

## **ARTICLE 16. RESTRICTIONS AND SUSPENSION OF THE GAME SERVICES**

① The Company may restrict or even suspend the Member's access to Game

Services (henceforth "restrictions") if the Member has violated their obligation and/or other articles of these terms and conditions, or if necessary for the operation of Game Services. Measures, reasons, and procedures regarding restrictions will be determined according to the Operation Policy.

② The Company shall not reimburse any of the Member's losses of purchased content, points, and other damages caused by restrictions. However, the Company may reimburse the Member in cases deemed reasonable and objective.

#### **ARTICLE 17. LIMITATION ON USE AS PROVISIONAL MEASURES**

① The Company may suspend the account until an investigation of any of the following issues is completed:

1. The Company received a legitimate report that the Member's account was hacked or stolen
2. Member is reasonably suspected to be an offender of both these terms and conditions and the operating policy
3. If the member agreed to have the account investigated for issues the member cannot resolve by themselves
4. If provisional measures are deemed necessary to be taken on the account for reasons similar to those listed above

② In case of clause 1, the company will pay a certain amount in proportion to the duration of the game service after the investigation is completed, and extend the period of the member's game service use for a period that has been suspended to the Members who have been using the game. Provided, however, this shall not apply in cases where the member proved to be an offender under clause 1 or agreed to have the account investigated for issues the member cannot resolve by themselves.

## **ARTICLE 18. APPEAL PROCEDURE AGAINST THE RESTRICTION ON USE**

① In case of restricting the use of Members, the Company shall notify the reasons, types, period, and methods to raise objections by announcing by writing, e-mail, in-game mail, pop-up window on the game home screen, or any equivalent methods and notifying on the website, etc., so that Members can check the information. However, if the Member is seriously deviated from obligations of the Member, or if the swift handling is required due to the nature of the violation or the Member has inflicted damage on the Company due to intentional or gross negligence, the Company may take measures of restriction on the Member without prior notice.

② The Member may file an objection to the restriction of use on the customer center on the website within 15 days from the date of receiving the notification on the restriction of use. If the Member's objection is determined reasonable, the Company shall take measures equivalent to that, such as disabling the restriction applied to the Member immediately and restoring the adjusted game information.

③ The Member shall be responsible for managing the account information, and the Member may not use the account of a third party or allow the third party to use his or her account. In case of violation of the Terms of Service and the Member's obligations while sharing the account, the Member and his or her account will be subject to sanctions.

④ Members who are restricted from use in violation of these terms and conditions shall lose their right to use the paid contents and account and may not claim refunds or damages resulting from this.

## **ARTICLE 19. TERMINATION AND DEACTIVATION OF MEMBERSHIP**

① The Member may terminate the Member Agreement (hereinafter the "Deactivation"). If the Member requests withdrawal of membership, the Company may verify the Member's identity, and if the Member is found to be himself or

herself, the Company shall process the same as prescribed by the Member's request and related laws and regulations, etc.

② If the Member wishes to terminate the Member agreement, he or she may cancel the membership through the withdrawal process at the customer center or within the service.

③ If the Member terminates the Member Agreement, the personal information of the Member shall be deleted except when the Company possesses Member information pursuant to the Personal Information Handling Policy and related laws.

④ Once the membership withdrawal is completed, the Member may not be able to sign up for a certain period of time after withdrawal.

⑤ In the event the agreement of the Company is terminated, the Member agreement provided by the Company will also be terminated together, and the Member shall be responsible for disadvantages such as suspension of service use due to membership withdrawal, use of various goods and game data remaining in the account, and non-refundable or unrecoverable data.

## **ARTICLE 20. CHARGING AND USE OF ACOIN**

① Acoins may be charged via the payment methods provided by the Company. However, if there is a separate business operator who operates each means of payment, the Member shall implement the procedures provided by the business operator of the applicable payment method before using the applicable payment method. In paying for the service usage fee of the Company, the Member shall be deemed to have agreed to fulfillment of the process and the Member agreement provided by the business of the applicable payment method.

② Acoins may be charged in units provided by the Company's internal policies, and the charging unit may differ by selected payment method and game. In addition, the Company may set the monthly charging limit according to the policy of the provider of payment methods or relevant laws.

③ Acoins are used to pay for the Company's game and paid contents, and the Member's payment and usage history can be checked on the website.

④ Interest income for the remaining Acoin balance does not occur.

⑤ If any of the following subparagraphs applies, the Company may not accept the application for the charging of Acoins or cancel the approval after the purchase.

1. If the payment is not made or the payer is not verified
2. When the payment information of another person is stolen
3. If the legal representative does not consent to the minor's application for charging
4. In addition, if it is deemed inappropriate to approve for a reason equivalent to Subparagraphs (1) through (3)

⑥ The order of Acoin deduction, use method of Acoins, etc., shall be pursuant to the notification separately specified on the website or the Acoin charging page by the Company.

⑦ In the event a dispute over the purchase of Acoin arises between the Member and the provider providing a payment method, the involved parties shall resolve the dispute, the Company may not be responsible.

## **ARTICLE 21. REFUND OF ACOIN/PAID CONTENT**

① Some unused packages may be refunded within 14 days

② If any of the following subparagraphs applies, payment will not be refunded.

1. If some or all of the package is lost due to the member's negligence.
2. Unless stipulated by terms of game service or law, all purchases (Acoin, Pearls, etc.) aside from the game package.

③ The refund may be restricted if the use of game services is restricted or if the contract is terminated due to the reasons attributable to the Member, such as

violation of the current laws, regulations and the major terms and conditions.

## **ARTICLE 22. PURCHASING AND REFUNDING PAID CONTENTS/ACOIN OF STEAM PLATFORM MEMBERS**

① Service Members through the Steam platform may purchase through the payment method provided on the Steam platform when purchasing paid content and Acoin.

② The rules and policies for the paid contents and Acoin that Members purchased through the steam platform comply with the related terms and policies of the Steam platform.

③ Game service use may be restricted in case of misusing various processes related to the steam platform's paid content and Acoin purchase, refund, etc.

## **ARTICLE 23. OWNERSHIP OF COPYRIGHTS**

① A copyright of contents within the Game Service created by the Company and other intellectual property rights are owned by the Company. Members have rights to use games, Characters, game items, game money, points, etc. in relation to the Game Service in accordance with the terms and conditions set by the Company. Members may not dispose of such rights by transferring or selling them, or providing them as collateral.

② Without a prior consent of the Company or Provider, Members shall not use information and/or Intellectual property obtained by using the Game Service, especially intellectual property rights owned by the Company or Provider, for commercial purpose or allow the third party to use such information and/or Intellectual property by means of copying, transmitting, publishing, distributing, broadcasting or otherwise.

③ A Member shall allow the Company to use in-game or game-related



communications including the text messages, images, sounds, and all materials and information ('Member Contents') the Member or non-registered Member uploads or transmits through a game client or Game Service in the following manner and condition:

1. The Company reserves the right to use the Member Contents in its entirety or after changing, editing, or modifying them. The Member Contents can be used in any form, such as publication, reproduction, performance, transmission, distribution, broadcast, secondary works, etc., without limitations to time or region
  2. The Company does not sell, rent, or transfer the Member Contents for the purpose of trading without the Member's prior consent
- ④ There is a risk that the Member Contents that are not integrated in the Game Services and not displayed in the game (e.g., a posting on a general bulletin board) may be exposed to the search results, services and related promotions, etc. Such Member Contents may be modified, duplicated, and edited in parts for the purpose of promotion. In such cases, the Company shall comply with the Copyright Act, and a Member may at any time request the postings to be deleted, excluded from the search result, concealed, etc. through the customer service or the in-service managing function.
- ⑤ If the Company wishes to use a Member's postings in any way other than Sections 21.3 and 21.4, the Company shall obtain prior consent from the Member via telephone, fax, e-mail, etc.
- ⑥ If the Company determines that a posting and the content of the posting within the Game Service fall under the category of the prohibited activities prescribed in Article 15, the Company may remove them or refuse to move or register them without a prior notice to Member who made the posting.
- ⑦ Members whose legal interests are infringed upon due to the information posted on the bulletin boards may request the Company to delete the information or to post a rebuttal. In this case, the Company will promptly take the necessary action

and notify the Member who makes such request.

⑧ Sections 21.3 and 21.4 shall remain in effect while the Company operates the Game Services and will continue to be effective following the Member's deactivation.

## **ARTICLE 24. ADVERTISING AND RELATIONSHIP WITH ADVERTISERS**

① The Company may provide Members with various information that the Members and or the Company may find necessary in enjoying the Game Service via notice, e-mail or telephone.

② The Company may not send advertisements to Members via e-mail, telephone, etc. regarding the operation of the Game Service without a prior consent from Members. Members may decline to receive advertisements at any time via e-mail or telephone.

③ The Services provided by the Company include various forms of advertisements such as banners and links, which can be linked to third-party websites.

④ A linked third-party website as described in Section 22.3 would be outside of the Company's service area and thus, the Company does not guarantee reliability, stability, etc. of such page. The Company shall not be held liable for any subsequent damages to the Member.

## **ARTICLE 25. CUSTOMER SUPPORT**

① The notice, guidance, and customer support provided by the Company to the Member regarding this Service are provided in English, German, French, and Spanish only, and the languages provided may be changed depending on the circumstances of the Company.

② In consideration of the Member's convenience, the Company shall guide the Member's questions, opinions, and complaints to the linked page or the website

within the service. The Company shall operate dedicated personnel for handling inquiries, opinions and complaints from such Members. If any inquiries, opinions, complaints, etc. are received in other manners than those that the Company has guided, response is unavailable.

③ If the inquiry, opinion, or complaint raised by the Member is recognized as reasonable and objective, the Company shall promptly process it within a reasonable period of time. However, the Company may not be able to respond to the issue due to internal circumstances.

④ If a dispute arises between the Company and the Member, and a third-party dispute mediation institution arbitrates the dispute, the Company may prove the measures taken for the Member, such as restriction of use, and comply with the arbitration of the dispute mediation institution.

## **ARTICLE 26. COMPENSATION FOR DAMAGE**

① If the Company causes damage to the Member due to intention or gross negligence, the Company shall be responsible for compensating the Member for such damage.

② If the Member causes damage to the Company in violation of these terms and conditions, the Member shall be responsible for compensating the Company for such damage.

## **ARTICLE 27. LIMITATIONS OF COMPANY LIABILITY**

① The Company shall be exempted from responsibility if the service cannot be provided due to reasons of force majeure such as wars, accidents, natural disasters, national emergencies, technical defects that are difficult to resolve, and existence of government policies.

② The Company shall be exempted from responsibility unless the Company's

intention or gross negligence has occurred to the Member due to the failure to suspend or provide the telecommunications services to the Member.

③ The Company shall be exempted from responsibility unless the service is suspended or a failure occurs due to unavoidable reasons such as repair, replacement, periodic inspection, construction, etc. of the service facilities as previously notified.

④ The Company shall be exempted from responsibility for the failure of the Service, suspension of use, or termination of the contract due to reasons attributable to the Member.

⑤ The Company shall be exempted from any issues arising from the computer environment of the Member or any issues arising from the network environment without intention or gross negligence of the Company.

⑥ The Company shall be exempted from responsibility if the Member suffers damage due to poor input of or poor management of personal data such as personally identifiable information.

⑦ The Company shall be exempted from responsibility even if the Member could not get results that the Member expect while using the Service, including characters, experience, items, etc., or loss thereof, and the Company shall be exempted from liability unless there is Company's intention or gross negligence in connection with the loss, etc. arising from selecting or using the service.

⑧ The Company shall be exempted from responsibility unless there is Company's intention or gross negligence with respect to the loss of game data owned by the Member, such as the Member's cyber assets (game money), level, etc. in the game.

⑨ The Company shall be exempted from responsibility unless there is Company's intention or gross negligence with respect to reliability, accuracy, etc. of the information and materials within the Service or on the website posted or transmitted by the Member.

⑩ The Company shall be exempted from responsibility of intervention in the event

a dispute arisen as a medium for services or due to violation of related laws and regulations such as infringement of the right of a third party including copyright, etc. has occurred between Members or between the Member and a third party, and may not be liable for any damage resulting from this.

⑪ The Company shall be exempted from responsibility for damages resulting from the partnership services provided by a third party, unless there is Company's intention or gross negligence.

⑫ The Company may limit the service usage hours depending on the related laws and regulations of each service country, government policies, etc., and the responsibilities are exempted for various matters related to the service use that occur according to such and limitations.

⑬ In the case of free services provided by the Company, the Company may not compensate losses unless there is Company's intention or gross negligence.

⑭ The Company shall be exempted from responsibility unless there is a loss caused by a computer error of the Member, or if the damage has occurred due to inaccurate listing or failure to enter the personal information and e-mail address.

⑮ If the Member Agreement between the Member and the Company is terminated due to cancellation of the Agreement, the Company may delete or store the Member's account and related information within the scope in compliance with the Privacy Policy.

⑯ If the Member deletes the content or account information provided by the Company, the Company shall be exempted from responsibility. However, this may not apply in case of intention or gross negligence of the Company.

⑰ The company shall be exempted from responsibility for any damages to the Service or third-party payments caused by the Member's negligence in managing passwords or authentication means or by failing to pay sufficient attention to prevent misuse, forgery, or falsification. However, this may not apply in case of intention or gross negligence of the Company.

⑱ The affiliated company shall be responsible for the services provided by the customer in residence. If any problem arises by using the Service that is not provided by the Company, the company shall be exempted from responsibility.

## **ARTICLE 28. NOTICE TO MEMBERS**

① In the case the Company notifies a Member, the Company may do so via Member's email, in-game mail, pop-up window on the game's initial screen, etc. However, if the Company cannot contact Members, the Company may notify Members by website announcement instead.

② The Company may notify all Members by posting a notice on the Company's initial page of the Game Service or each individual game site or by displaying a pop-up message for at least seven (7) days instead of what is described in Article 26.1.

## **ARTICLE 29. GOVERNING LAW AND JURISDICTION**

① These Terms of Service and Member Agreement shall be regulated and interpreted pursuant to the laws of the Hong Kong.

② Even if the contents of these terms and conditions are deemed to have no effect in accordance with the Consumer Protection Act and other enforceable provisions of the Act, the remaining part of the terms and conditions that do not fall thereunder shall be valid.

③ For all disputes arising from or related to the terms and conditions and Member Agreement, the court with jurisdiction shall be determined in accordance with the procedures prescribed by the related laws and regulations.

## **Addendum**

The Terms of Service shall enter into force from November 2, 2022.

