

# Perfect World AGREEMENT – TERMS OF USE

*Last Updated July 28, 2007 IMPORTANT! PLEASE READ CAREFULLY.*

**THIS IS A LEGAL AGREEMENT BETWEEN YOU AND GAMES-MASTERS.COM LTD, BY TICKING THE BOX YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

Welcome to GAMES-MASTERS.COM LTD's massively multi-player on-line role-playing game, Perfect World ("Perfect World Multilanguage Service"). Perfect World is the copyrighted work of Perfect World Network Technology Co., Ltd, licensed for the English, Germany, Spanish, French and Turkish speaking market by GAMES-MASTERS.COM LTD. All use of Perfect World (the "game") is governed by the terms and conditions contained in this Agreement, including any future revisions (hereafter referred to as the "Agreement"). This Agreement is in addition to, and does not replace or supplant, the User License Agreement that you agree to by using the Perfect World software (the "EULA") and to which the Perfect World software is subject.

## **1. Account**

A. To register an Account to play Perfect World, you will be required to provide GAMES-MASTERS.COM LTD with details which they specify and which they may vary from time to time and you must provide accurate information. Failure to provide accurate information or to update it shall constitute a breach of this Agreement, which may result in the immediate termination and deletion of the Account at the sole discretion of Games-Masters.com Ltd.

B. During the registration process, you will be required to select a user name and a password that are specific to the Account (collectively known as the "Password"). Your Password is to be kept confidential at all times and you are solely responsible for the security of your Password. You may not disclose your Password to anyone, or allow your Password to be used by anyone other than yourself and/or your one minor child. GAMES-MASTERS.COM LTD is not responsible for any harm that may result to the Account (including without limitation the deletion or modification of characters in the Account) as a result of a lost or shared password. The user name you choose shall be subject to the naming guidelines contained in this Agreement. GAMES-MASTERS.COM LTD is not responsible in the event that the Account is "hacked," or if the Account or your computer is damaged by a virus, or for any other issues with your computer or the Account. If you think that the Account has been compromised, please contact GAMES-MASTERS.COM LTD Technical Support, either through our Game Masters or Perfect World support system.

C. You hereby agree to pay all charges incurred by the Account, including applicable taxes, in accordance with games-masters billing policy for the Game. Your right to access to the Game is subject to any limits established by GAMES-MASTERS.COM LTD or by your credit card issuer, billing game, 'Perfect World Game Card Agreement,' or other payment methods authorized by GAMES-MASTERS.COM LTD. GAMES-MASTERS.COM LTD may, in its sole and absolute discretion, suspend or terminate your access to the Game and disable or delete the Account, if: (i) payment made for items cannot be charged to your credit card; (ii) and your charge is returned to GAMES-MASTERS.COM LTD for any reason. If you have a balance due on the Account, you agree that GAMES-MASTERS.COM LTD can charge these unpaid fees to your credit card or debit them from your debit card, as applicable. You agree to reimburse GAMES-MASTERS.COM LTD for all costs and expenses incurred by GAMES-MASTERS.COM LTD in collecting payment due hereunder, including without limitation all bank or game charges, and any reasonable legal fees.

D. You may establish one user account (the "Account") with which to play Perfect World by accessing the Game pursuant to the terms, conditions and restrictions contained in this Agreement. You may not share the Account with anyone, except that if you are a parent or guardian, you may permit one minor child to use the Account when not in use by you. You are liable for all uses of the Account. You acknowledge and agree that you shall have no ownership or other property interest in the Account, and you further acknowledge and agree that all rights in and to the Account are and shall forever be owned by GAMES-MASTERS.COM LTD.

E. GAMES-MASTERS.COM LTD does not recognize the transfer of Accounts, and will result in the permanent deletion of the Account. You may not offer any Account for sale or trade, and any such offer is a violation of this Agreement and may result in suspension or termination of the Account.

F. There are no refunds where the Account is terminated prior to the end of a subscription period; the Game will be available for your use until such time that the then-current subscription period expires.

## **2. Limitations on Your Use of Perfect World**

Your license to use Perfect World is limited by this Agreement. Limitations on your right to use Perfect World may include, but not necessarily be limited to, the following:

A. GAMES-MASTERS.COM LTD expressly reserves the exclusive right to create derivative works based on Perfect World. This means that you may not create derivative works based on Perfect World, without the prior express, written permission of GAMES-MASTERS.COM LTD

B. Only PERFECT WORLD NETWORK TECHNOLOGY CO., LTD or its authorised representatives including GAMES-MASTERS.COM LTD have the right to host Perfect World in Europe! Accordingly, you may not host, provide matchmaking games for, or intercept, emulate or redirect the communication protocols used by GAMES-MASTERS.COM LTD as part of Perfect World. Such prohibited methods may include, but are not limited to, protocol emulation, reverse engineering, modifying Perfect World, adding components to Perfect World, or using a utility program to host Perfect World.

C. You agree that you will not (i) modify or cause to be modified any files that are a part of a Perfect World installation; (ii) create or use cheats, "mods", and/or hacks, or any other third-party software designed to modify the Perfect World experience; (iii) use any third-party software that intercepts, "mines", or otherwise collects information from or through Perfect World. Notwithstanding the foregoing, you may update Perfect World with authorized patches and updates distributed by PERFECT WORLD NETWORK TECHNOLOGY CO., LTD.

D. You may not exploit flawed or unintentional discrepancies in the game mechanics, regardless of any benefits your character may or may not receive.

E. You may not institute, assist, or become involved in an attack upon any Perfect World server or otherwise attempt to disrupt the Perfect World servers. You may not institute any such attack which results in the disruption of any other player's Perfect World experience. ANY ATTEMPT BY YOU OR ANY OTHER PLAYER ON AN ACCOUNT TRACEABLE TO YOU TO DAMAGE PERFECT WORLD OR UNDERMINE THE LEGITIMATE OPERATION OF PERFECT WORLD IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE OR ASSISTANCE FOR SUCH AN ATTACK BE PROVIDED, GAMES-MASTERS.COM LTD RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH USER TO THE FULLEST EXTENT PERMITTED BY LAW. You may not, whether intentionally or unintentionally, violate any applicable local, state, national or international law or regulation in connection with your use of Perfect World or the Game.

### **3. Perfect World Rules of Conduct**

Perfect World is governed by certain rules of conduct that must be adhered to by all users of Perfect World. It is your responsibility to know, understand and abide by these rules of conduct. The following rules are not meant to be exhaustive, and GAMES-MASTERS.COM LTD reserves the right to determine which conduct it considers to be outside the spirit of the game and to take such disciplinary measures as it sees fit up to and including termination and deletion of the Account. GAMES-MASTERS.COM LTD reserves the right to modify these Rules of Conduct at any time. A. Rules Related to User Names.

Each user will select a character name. Additionally, users may form "guilds" and such guilds will be required to choose a name for the guild. When you choose a character name, create a guild, you must abide by the following guidelines as well as the rules of common decency. If GAMES-MASTERS.COM LTD finds such a label to be offensive or improper, it may, in its sole and absolute discretion, change the name and/or suspend or terminate your use of Perfect World.

In particular, you may not use any name:

1. Belonging to another person with the intent to impersonate that person, including without limitation a "Game Master" or any other employee or agent of GAMES-MASTERS.COM LTD;
2. Belonging to any religious figure or deity;
3. Subject to the rights of any other person or entity without written authorization from that person or entity;
4. That belongs to a popular culture figure, celebrity, or media personality;
5. That is, contains, or is substantially similar to a trademark or game mark, whether registered or not;
6. Related to drugs, sex, alcohol, or criminal activity;
7. That incorporates 'swear' words or which are otherwise offensive, defamatory, vulgar, obscene, hateful, or racially, ethnically or otherwise objectionable;
8. Comprised of partial or complete sentence ;
9. Comprised of gibberish ;

You may not use a misspelling or an alternative spelling to circumvent the name restrictions listed above, nor can you have a "first" and "last" name that, when combined, violate the above name restrictions.

#### **B. Rules Related to "Chat" and Interaction With Other Users.**

Communicating with other Users and GAMES-MASTERS.COM LTD representatives is an integral part of Perfect World and is referred to in this document as "Chat." Your Chat sessions may be subject to review, modification, and/or deletion by GAMES-MASTERS.COM LTD without notice to you. Additionally, you hereby acknowledge that GAMES-MASTERS.COM LTD is under no obligation to monitor Chat, and you engage in Chat at your own risk. In judging the following it will be done in the sole and absolute opinion of GAMES-MASTERS.COM LTD. When engaging in Chat in Perfect World, or otherwise utilizing Perfect World, you must not:

- (i) post any content or language which is deemed to be offensive, including without limitation content or language that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, hateful, sexually explicit, or racially, ethnically or otherwise objectionable, nor may you use a misspelling or an alternative spelling to circumvent the content and language restrictions listed above;
- (ii) Disrupt the normal flow of dialogue in Chat or otherwise act in a manner that negatively affects other users including without limitation posting commercial solicitations and/or advertisements for goods and game available outside of the Perfect World;
- (iii) Carry out any action with a disruptive effect, such as intentionally causing the Chat screen to scroll faster than other users are able to read, or setting up macros with large amounts of text that, when used, can have a disruptive effect on the normal flow of Chat;
- (iv) Use bots or other automated techniques to collect information from Perfect World or any forum or website owned or administered by GAMES-MASTERS.COM LTD;
- (v) Communicate or post any user's personal information in or on the Perfect World, or websites or forums related to Perfect World, except that a Perfect World user may communicate his or her own personal information in a private message directed to a single user;
- (vi) Sending repeated unsolicited or unwelcome messages to a single user or repeatedly posting similar messages in a Chat area, including but not limited to continuous advertisements to sell goods or games;
- (vii) Harass, threaten, stalk, embarrass or cause distress, unwanted attention or discomfort to any user of Perfect World; or

#### **4. Consequences of Violating the GAMES-MASTERS.COM Code of Conduct**

GAMES-MASTERS.COM LTD may, in its sole and absolute discretion, take whatever action it deems necessary to preserve the integrity of Perfect World. Violation of any of the terms and conditions set forth above may result in actions being taken by GAMES-MASTERS.COM LTD, effective immediately or at a time determined by GAMES-MASTERS.COM LTD, which may include without limitation: (i) temporarily suspending your access to Perfect World, or (ii) permanently terminating your access to Perfect World. Without limiting the foregoing, GAMES-MASTERS.COM LTD retains the right to decline game to any user who violates the Agreement.

#### **5. Experience/time Reimbursement**

Nothing in these rules will place a "duty" or requirement upon GAMES-MASTERS.COM LTD to reimburse you by providing experience credit or free game play time for any reason.

#### **6. Termination**

This Agreement is effective until terminated. Either party may terminate this Agreement immediately by delivering to the other party written notice of such termination or by terminating the Account. In the event that you terminate or breach this Agreement, you will forfeit your right to any and all payments you may have made for pre-purchased game access to Perfect World. You agree and acknowledge that you are not entitled to any refund for any amounts which were pre-paid on behalf of the Account prior to any termination of this Agreement. GAMES-MASTERS.COM LTD reserves the right to

terminate this Agreement without notice, if, in GAMES-MASTERS.COM LTD's sole and absolute discretion, you fail to comply with any terms contained in these Agreement.

## **7. Online Duration**

GAMES-MASTERS.COM LTD will provide the game whilst it has the license to do so and will give 30 days' notice of any intention it has to stop providing the service.

## **8. Changes to the Terms of the Agreement**

GAMES-MASTERS.COM LTD reserves the right, at its sole and absolute discretion, to change, modify, add to, supplement or delete any of the terms and conditions of this Agreement at any time, including, without limitation, access policies, the availability of any Perfect World features, hours of availability, content, data, software or equipment needed to access Perfect World, the amount of, or basis for determining, any fees or charges for Perfect World, and institution of new fees or charges for Perfect World, effective upon prior notice as follows. GAMES-MASTERS.COM LTD will post notification of any such changes to Perfect World on the Perfect World website and will post any revised Agreement in this location, and may provide such other notice as GAMES-MASTERS.COM LTD may elect in its sole and absolute discretion, which may include by email, postal mail, pop-up screen, or in-game notice. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you may cease to use your Perfect World account and terminate the Account. The continued use of Perfect World by you following any one of the above notices of changes to this Agreement will mean you accept any and all such changes. GAMES-MASTERS.COM LTD may change, modify, suspend, or discontinue any aspect of Perfect World at any time. GAMES-MASTERS.COM LTD may also impose limits on certain features or restrict your access to parts or all of Perfect World without notice or liability. You have no interest, monetary or otherwise, in any feature, content or availability of Perfect World, any Game Data or in any terms or conditions of access to or use of Perfect World.

## **9. Ownership**

All title, ownership rights and intellectual property rights in and to Perfect World (including without limitation any user accounts, titles, computer code, themes, objects, characters, character names, stories, dialogue, catch phrases, locations, concepts, artwork, animations, sounds, musical compositions, audio-visual effects, methods of operation, moral rights, any related documentation, "applets" incorporated into Perfect World, transcripts of the chats, character profile information, recordings of games played on Perfect World, and the Perfect World client and server software) are owned by GAMES-MASTERS.COM LTD/Perfect World Network Technology Co., Ltd Corp, Perfect World is protected by the copyright laws of the United Kingdom/ international copyright treaties and conventions, and other laws. All rights are reserved. Perfect World may contain certain licensed materials, and GAMES-MASTERS.COM LTD's may protect their rights in the event of any violation of this Agreement. You have no the right to "sell" Perfect World content, including your character or in game items (other than in the normal course of game play within the game). Any attempted sale is a breach of this agreement.

## **10. Acknowledgments**

You hereby acknowledge that: A. The Perfect World client may monitor your computers RAM and CPU for unauthorised third party programs and report back to games-masters.com information about this and your Perfect World details. If such a program is detected it will constitute a breach of the agreement B. You assume the cost of all telephone and Internet access charges along with all necessary equipment, servicing, repair or correction incurred in maintaining connectivity to Perfect World's servers. C. GAMES-MASTERS.COM LTD has the right to obtain certain identification information about your computer and its operating system, including the identification numbers of your hard drives, central processing unit, IP addresses and operating systems, for identification purposes without any further notice to you. D. GAMES-MASTERS.COM LTD has the right to obtain "non-personal" data from your connection to Perfect World in order to make certain demographic assumptions regarding the users of Perfect World without any further notice to you. E. Perfect World requires the creation and retention of electronic files, including without limitation player characters, accounts, statistics, user profiles, weapons, loot, etc. ("Game Data"), which are stored by GAMES-MASTERS.COM LTD. While keeping Game Data safe is a priority of GAMES-MASTERS.COM LTD, note that GAMES-MASTERS.COM LTD shall not have any liability for the loss of any Game Data for any reason whatsoever. GAMES-MASTERS.COM LTD reserves the right, in its sole and absolute discretion, to modify or delete any information, including without limitation Game Data and any other information accumulated, stored or uploaded on Perfect World; F. Perfect World will not be error or interrupt free or all the time virus free, games-masters.com do not provide any guarantees of service or accept any liability in this respect or any respect from playing the game including but not limit to any impact it has on your PC or other equipment or characters or data held by it. You may not be able to access Perfect World whenever you want, and there may be extended periods of time where you cannot access Perfect World.

## **11. Returns Policy**

There is no returns policy.

## **12. Laws**

This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom, without giving effect to any principles of conflicts of law.

## **13. Miscellaneous**

This Agreement is the complete and exclusive statement of the agreement between you and GAMES-MASTERS.COM LTD concerning the Game, and this Agreement supersedes any prior or contemporaneous agreement, either oral or written, and any other communications with regard thereto between you and GAMES-MASTERS.COM LTD; provided, however that this Agreement is in addition to, and does not replace or supplant, the End User License Agreement that accompanied the Perfect World software. This Agreement may only be modified as set forth in Section 10. GAMES-MASTERS.COM LTD will cooperate fully with all governmental authorities and any lawful orders of the court or other legal process with regard to the release of information that relates to you and/or your use of Perfect World, including without limitation user Internet Protocol (IP) addresses, associated personal information and all other user information on file. The section headings used herein are for reference only and shall not be read to have any legal effect. Any use of Perfect World not in accordance with the Agreement is expressly prohibited. You represent that you are a 'natural person' who is over the age of eighteen (18) years old, or over the age of majority in the country

where you are a citizen, and agree to these Agreement on behalf of yourself and, at your discretion, for one minor child for whom you are a parent or guardian and whom you have authorized to use the account you create on the Game (the "Account").

You hereby acknowledge that you have read and understand the Agreement Agreement and you agree that your use of the Perfect World game is an acknowledgment of you agreement to be bound by the terms and conditions of this Agreement. (c) 2008 GAMES-MASTERS.COM LTD, Ltd. All rights reserved.