

PlayOnline® Member Agreement

Background on this Agreement

PlayOnline is an online, membership-based entertainment service provided by Square Enix Ltd, a company incorporated in England and Wales (Company No. 3679704) with its registered office at Castle House, 37-45 Paul Street, London EC2A 4LS ("SEL" or "us" or "we"). SEL is registered with VAT number GB 735505145. PlayOnline is designed to provide members with access to and use of various online services, including without limitation online games, as its main feature.

IMPORTANT - This PlayOnline Member Agreement is abiding legal agreement between SEL and you ("you"), and sets forth the terms and conditions that govern your use of the PlayOnline Service (as defined below). By using the PlayOnline Service, you agree to be bound by this Member Agreement and to follow these terms and conditions and all applicable laws and regulations governing your use of the PlayOnline Service. If at any time you do not agree to be bound by these terms and conditions, you must immediately end your use of the PlayOnline Service.

ARTICLE 1 : DEFINITIONS

1.1 "Agreement" means this PlayOnline Member Agreement (as amended as set out below), which must be accepted by each User (or by a parent or legal guardian on behalf of those Users between the ages of 13 and 17) prior to any use of PlayOnline or any services offered in connection therewith.

1.2 "Documentation" means those user manuals, specifications documents and other instructional materials, as may be amended from time to time, related to PlayOnline (whether written or electronic) that are provided by SEL or otherwise made available to Users.

1.3 "Hardware" means the computer or the videogame equipment on which the Software is installed and used.

1.4 "Fee-Based Service" means any online games or other products or services of the PlayOnline Service for which payment of a fee is required for use.

1.5 "PlayOnline" or "PlayOnline Service" means the PlayOnline online entertainment service offered by SEL, and includes the various services incorporated therein or offered in connection therewith (including, but not limited to, online video games).

1.6 "Privacy Policy" means SEL's current PlayOnline Service Privacy Policy, which may be accessed on the Website and within the PlayOnline Service at any time.

1.7 "Prohibited Activities" has the meaning ascribed to it in Article 4.4 below.

1.8 "Rules" means any rules or other instructions applicable to the PlayOnline Service (or any aspect thereof) that may be posted on the Website within the PlayOnline Service as may be amended from time to time for Users to access and review.

1.9 "Software" means, collectively, all computer programs made available to Users for use with the PlayOnline Service as embodied on any one or more discs or other media provided to a User, or as incorporated into any one or more electronic files provided to a User.

1.10 "Subscription Fee" means the fee that applies to your use of any Fee-Based Service. The Subscription Fee will be charged each month to your credit card, or to you by any other payment method approved by SEL in accordance with the terms of this Agreement.

1.11 "Users" means users of the PlayOnline Service; provided that any User between the ages of 13 and 17 must have the express authorization of a parent or legal guardian, such authorization shall be evidenced by execution of this Agreement by such parent or legal guardian. Children under the age of 13 are not permitted to use any PlayOnline Service.

1.12 "Website" means the SEL website for the PlayOnline Service directed at <http://www.playonline.com>.

ARTICLE 2: APPLICATION OF THIS AGREEMENT

2.1 Scope of the Agreement. Your use of PlayOnline is governed by (i) this Agreement, (ii) any and all game specific software license agreements and user agreements that you may be required to accept as a part of the PlayOnline registration and/or installation process or prior to the use thereof, (iii) any and all service specific user agreements that you may be required to accept upon your subscription to or other participation in relevant services, (iv) the Privacy Policy, and (v) any and all Rules, each of which you hereby agree to comply with. Whilst you agree to comply with (iv) the Privacy Policy and (v) the Rules, you have no right to enforce them against SEL.

2.2 Amendments to this Agreement. SEL may change the terms of this Agreement, the Privacy Policy and the Rules and the scope of the PlayOnline Service in whole or in part, at any time, with or without giving notice directly to you. Such changes will be posted within the PlayOnline Service and on the Website, and this posting will constitute notice to you. The current terms of the PlayOnline Member Agreement, the Privacy Policy and the Rules can always be found on the Website, and you agree to review these terms from time to time and each time you play, and in any event promptly upon notice of any changes, whether such notice is delivered to you directly or simply posted. If at any time the current terms are not acceptable to you, you must stop your use of the PlayOnline Service. Your continued use of PlayOnline after SEL posts any change(s) to the terms or to the scope of the PlayOnline Service shall constitute your agreement to and acceptance of all of the changes.

ARTICLE 3: TERM, TERMINATION, AND SUSPENSION

3.1 Term. This Agreement will commence when you indicate your acceptance of its terms and conditions and proceed to complete the registration process and will continue in effect until terminated in accordance with this Article 3; provided, however, that this Agreement will also resume, take effect and continue in force immediately upon reactivation of your PlayOnline user account by us after any termination of such account.

3.2 Termination. (a) Your PlayOnline user account and any rights you may have under this Agreement (as well as those rights you may have under any other agreement related to your use of PlayOnline) will immediately and automatically terminate upon your breach of any provision of this Agreement, including (without limitation) your violation of any Rule. (b) You may terminate this Agreement at any time by canceling your PlayOnline user account and by ceasing all use of PlayOnline and all related services. This does not affect your statutory cancellation right, if any. If your PlayOnline user account is terminated by SEL for any reason, you will not be able to reactivate the terminated user account again. (c) SEL reserves the right to terminate this Agreement and/or PlayOnline Service in whole or in part for any reason with notice.

3.3 No Use of PlayOnline by Children. Without prejudicing any of its other rights or remedies under this Agreement (including, without limitation, the terms of this Article 3), SEL shall be entitled to terminate the user account of any User who is determined or believed to be under the age of 13, or who is determined or believed to be permitting children under the age of 13 to access and use the PlayOnline Service without notice to that User.

3.4 Suspension. PlayOnline Service may be temporarily suspended in whole or in part without notice due to routine maintenance, emergency repairs, fire, flood, explosion, war, strike, embargo, governmental action or failure to act, the act of any civil or military authority, act of God, or by any other causes beyond SEL's control whether or not similar to the foregoing, or any other reasons that SEL determines in its sole discretion that temporary suspension is deemed necessary.

ARTICLE 4: OWNERSHIP, RIGHTS, AND RESTRICTIONS

4.1 Ownership and Rights. SEL (and, to the extent applicable, its licensors) owns and shall retain all right, title and interest in and to the PlayOnline Service, the Software and all Documentation, and will be the sole owner of any and all data you generate through your use of the PlayOnline Service, and you receive only limited rights to access and use PlayOnline Service, the Software and all Documentation, as set forth in any applicable license agreement. SEL shall reserve its rights in its sole discretion to delete, alter, or transfer any and all data at any time without notice to User. Further, SEL shall have the right to assign and/or delegate its sole discretion its rights and obligations under this Agreement in whole or in part to a third party at any time without notice to Users. PLAYONLINE, THE SOFTWARE AND THE DOCUMENTATION ARE PROTECTED BY UNITED KINGDOM AND FOREIGN COPYRIGHT AND TRADEMARK LAWS, AND INTERNATIONAL TREATIES, AND ARE THE SUBJECT OF TRADE SECRETS. UNAUTHORIZED REPRODUCTION OR DISTRIBUTION OF THE SOFTWARE IS SUBJECT TO CIVIL AND CRIMINAL PENALTIES.

4.2 Restrictions. To the maximum extent permitted by law, you may not: (a) modify, reverse engineer, decompile, or disassemble the Software; (b) rent, lease, loan, sell, sublicense, distribute, transmit or otherwise transfer the Software, your User or other account-related information (including, but not limited to, your User ID or password information) to any third party; (c) make any copy or otherwise reproduce the Software; or (d) use the Software or your PlayOnline user account to provide service bureau or time-sharing services, or for any other commercial purpose. The PlayOnline Service and the ability to access PlayOnline are for the personal use of Users only and may not be copied, resold, leased, transferred, exchanged or bartered. "PLAYONLINE(tm)" is a trademark used by SEL under license and may not be reproduced, altered or used in any way without the prior written consent of SEL.

4.3 Restricted Material. As used in this Agreement, "Restricted Material" means, collectively: (a) any copyrighted material, unless you have first obtained the copyright owner's express written permission to use that material; (b) any material that defames, abuses, or threatens others, violates the privacy, intellectual property, or other proprietary rights of any third party; (c) any material that violates any applicable labor regulation, or that promotes illegal activity; (d) any material that contains obscenity or images or content that exploit children under 18 years of age; (e) any statements or images that are bigoted, hateful, or racially offensive; or (f) any material published for commercial purposes, including, without limitation, any offering of products or services for sale, any solicitation of advertisers or sponsors, or any display of sponsorship information.

4.4 Revocation of User Rights. SEL shall reserve the right in its sole discretion to revoke or suspend your PlayOnline user account and your ability to use PlayOnline at any time without prior notice to you, particularly but not limited to if SEL should determine (in its sole discretion) or should reasonably believe that you are responsible for, or have participated in, any of the following activities (collectively, "Prohibited Activities"): (a) Providing any false name, address or other registration information to SEL; (b) Interfering with or obstructing the operation of the PlayOnline Service or Website; (c) Taking any action that has the effect of tarnishing or otherwise damaging the reputation or credibility of SEL or of any of its business partners; (d) Making available or otherwise using PlayOnline to transmit or display any Restricted Material; (e) Offering for sale, selling, or otherwise seeking monetary compensation for (1) any Software characters (or "avatars"), (2) any names, abilities, character features or other items available within a game or obtained as a result of a game play or through PlayOnline Service, (3) any points acquired as a result of using the Software or playing any online games in PlayOnline, or (4) access to any PlayOnline user account; (f) Harassing, tormenting, intimidating, abusing, threatening, pestering, obstructing, taking advantage of, or any way hurting or damaging other Users or any third parties or their properties utilizing the PlayOnline Service; (g) Committing, attempting to commit, soliciting or attempting to solicit others to commit, any illegal, criminal, immoral or otherwise inappropriate or any unwelcome acts; (h) Impersonating or attempting to impersonate any employee of SEL or any SEL partner or affiliate, any other user of the Game or the PlayOnline Service, or any other person; or (i) Use of any cheat codes or cheat devices or third party tools; or (j) Violating any Rule. In addition, SEL shall be entitled to terminate the account (immediately and without notice) of any User who was previously suspended or terminated by SEL and who re-registers using different information. You agree to indemnify and hold SEL harmless from and against any losses or damages sustained by SEL as a result of your engaging in any Prohibited Activities, and you further agree to reimburse SEL for any and all expenses incurred by SEL in remedying the effects of such action.

ARTICLE 5: USER RESPONSIBILITIES

5.1 Payment Method Information and Information Required for Authorization. As part of your PlayOnline registration process, you will be required to provide an approved payment method, which may be a valid credit card in your name or any other valid payment method that has been approved by SEL. Use of certain basic services in the PlayOnline Service are provided free of charge; however, you acknowledge and understand that a valid payment method must always be maintained with SEL in order to access the PlayOnline Service. In addition, you acknowledge and agree that the payment method you register may be used for other purposes (where applicable). Users between the ages of 13 and 17 must have this Agreement executed by a parent or legal guardian. Should you decide to subscribe to any Fee-Based Service, your approved method of payment will be used for payment of any and all applicable fees, which will be charged to you in accordance with the terms of this agreement or other applicable agreements for use of such Fee-Based Service. A parent or legal guardian must also execute such other applicable agreement on behalf of any User between the ages of 13 and 17; thereafter, fees will apply and you will be charged to the payment method you have chosen.

5.2 Subscription Fee. Your access to and use of the Fee-Based Services are contingent upon your timely and complete payment of the applicable Subscription Fee in accordance with this Article 5.2. You acknowledge and understand that your approved payment method will automatically be charged for the Subscription Fee on a monthly basis, at the beginning of each month, and that SEL will not send you any bills or invoices, but will simply apply the monthly Subscription Fee to the approved method of payment that is registered. Any applicable Subscription Fee for use of Fee-Based Services will be charged to you in advance, and any additional Subscription Fees amounts, such as for the creation of additional game characters, will be charged to you in the first monthly charge after you incur such additional amounts.

(a) Payment of Fee. The Subscription Fee and any additional Subscription Fee amounts will be due and payable at the beginning of each month, and will automatically be charged to the approved payment method that you provided when you registered for the PlayOnline Service. If at any time your payment method should cease to be valid, or should otherwise reject charges, your access to and use of the

PlayOnline Services as a whole will be suspended immediately, and you will be required to provide a valid credit card in your name, or other approved payment method, in order to reactivate your account. Before reactivation of your account, all delinquent Subscription Fees will be charged to the valid payment method newly registered. You may incur fees (in addition to the Subscription Fee) for any such reactivation of your account, and you acknowledge and understand that such fees will be charged without further notice to you. **(b) Authorization of Monthly Payment.** You hereby authorize SEL and its designated agents to charge any Subscription Fees to your approved payment method at the beginning of each month during the term of this Agreement, and you agree to timely pay all amounts so charged. You understand and agree that all payments to SEL hereunder will be non-refundable, even if you decide to terminate your access to and use of the Fee-Based Services in the middle of any month or other period for which you have already paid for such access and use. **(c) Late Fees and SEL Rights.** In the event that you are late in paying any Subscription Fee due hereunder, or refuse to pay any credit card or other applicable bill containing a Subscription Fee charge (such as that SEL incurs fees, penalties, or other expenses as a result thereof), SEL shall be entitled to charge you a late fee at the annual rate maximum allowed by applicable laws of all amounts due and owing, charged on a monthly basis for so long as you remain delinquent in your payment obligations. SEL shall further be entitled to pass through to you, for prompt payment by you, any and all fees, penalties, or other expenses charged to SEL by any credit card company, bank, collection agency, or any other company or institution as a result of your failure to timely pay all amounts due under this Agreement, together with a 10% administrative fee. **(d) Fee Changes.** You acknowledge and agree that SEL may change the amount of the Subscription Fee at any time; provided, however, that such change will be announced by SEL prior to its effectiveness by way of a posting to the Website and/or any other method chosen by SEL. If you do not terminate your access to and use of the Fee-Based Services by the first calendar day of the month in which any pricing change takes place, you will be deemed to have agreed to the new pricing, and the Subscription Fee will continue to be automatically charged and due and payable as set forth herein.

5.3 Service Access. You are solely responsible for obtaining and maintaining, at your own expense, all input/output devices or equipment (such as modems, terminal equipment, hardware and software) and communications services (including, without limitation, long distance or local telephone services or other Internet access) necessary to access the PlayOnline Service, and for ensuring such equipment and services are compatible with the requirements of the PlayOnline Service.

5.4 Account Management. You are responsible for full use of your PlayOnline user account and for the security of your User Information (including, without limitation, your password). Unless you are a parent or legal guardian responsible for use of PlayOnline by a child between the ages of 13 and 17 (in which case you have the limited right and ability to permit use of your PlayOnline user account only by your child or children and only if they are between the ages of 13 and 17), you shall not transfer or permit any other person to use your PlayOnline user account, and you are solely responsible for maintaining the confidentiality of all of your User and account information. You will be responsible for any and all damage (whether to SEL, other Users, or any third party) that may result from use of your User ID and password by others. You agree promptly to notify SEL immediately if you lose or forget your User ID or password, or if you believe that others are making use of your PlayOnline user account.

5.5 Personal Information Management. You understand that your use of the PlayOnline Service will require that you disclose to SEL certain personal and personally identifiable information, and you acknowledge that you have read and agree to all of the terms of the Privacy Policy, which discusses our information gathering and dissemination practices. You agree to comply with the Privacy Policy.

5.6 Online Conduct. You, and not SEL, are responsible for your conduct at all times during your use of the PlayOnline Service. SEL makes no guarantee of the accuracy, correctness, completeness of any material transmitted or otherwise provided to you during your use of PlayOnline (including, but not limited to, your use of any Fee-Based Services). Without limiting the foregoing, SEL will not be responsible for **(a)** any errors or omissions arising from your use of the Software or your access to or use of PlayOnline; **(b)** any losses or damages (including without limitation any lost data, opportunity, profits or revenue) arising from your use of the PlayOnline Service, the Software or any materials or services provided by SEL or by any third party; **(c)** any inappropriate, threatening or abusive conduct, harassment, use of foul, obscene or otherwise inappropriate language by other Users or any third parties; or **(d)** the transmission of obscene, indecent, hateful, racially, ethnically or otherwise offensive material by any other User or any third parties.

5.7 Your Liability to SEL. You acknowledge that should you breach any provision of this Agreement, SEL, its licensors or business partners may suffer loss and damage (which may or may not arise from third party claims as a result of your breach). You agree therefore that you will reimburse SEL all reasonable costs, losses, expenses (including legal fees) incurred by SEL, its licensors or business partners as a result of your breach.

ARTICLE 6: DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

6.1 Disclaimer. You understand and acknowledge that use of the PlayOnline Service and/or the Software may result in unpredictable damage or loss to you, including, without limitation, unexpected results or loss of data. All products and services relating to this Agreement, including, without limitation, the PlayOnline Service, the Software and the Documentation, are provided on an "AS IS" and "AS AVAILABLE" basis without warranty of any kind. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SEL EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PLAYONLINE SERVICE AND SOFTWARE, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SEL does not warrant that the PlayOnline Service or the Software will meet your expectations or requirements, or that the operation of the PlayOnline Service or the Software will be uninterrupted or error free. The entire risk as to the quality and performance of the PlayOnline Service and the Software is with you. SEL MAKES NO PROMISE OR OTHER WARRANTY THAT PLAYONLINE OR THE SOFTWARE WILL WORK PROPERLY WITH ANY PERIPHERAL DEVICE, INCLUDING, BUT NOT LIMITED TO, MEMORY CARD(S), NETWORK ADAPTERS AND MODEMS.

6.2 Limitation of Liability. **(a)** You are not entitled to receive damages from SEL for any cause relating to your use of any materials or services provided by any third party in connection with your use of PlayOnline or the Software. In addition, in no event will you be entitled to obtain any injunctive relief or otherwise enjoin, restrain, or otherwise interfere with SEL or with the distribution, operation, development, or performance of the PlayOnline Service, the Software or any related products and services. **(b)** TO THE FULLEST EXTENT PERMITTED BY LAW IN NO EVENT SHALL SEL BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER ARISING OUT OF YOUR USE OR INABILITY TO USE THE PLAYONLINE SERVICE OR THE SOFTWARE, INCLUDING WITHOUT LIMITATION ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF DATA, LOST PROFITS, OR LOST BUSINESS OPPORTUNITIES, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT, AND EVEN IF ADVISED IN

ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL SEL'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR WITH ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER EXCEED THE HIGHEST AMOUNT PAID BY YOU IN A SINGLE YEAR TO SET AS YOUR SUBSCRIPTION FEE FOR USE OF THE PLAYONLINE SERVICE AND/OR ANY RELATED PRODUCTS OR SERVICES. **(c)** Nothing in this Agreement will exclude or limit the liability of any party for death or personal injury caused by their negligence or any other liability which cannot be limited or excluded by law. Nothing in this Agreement will affect your statutory rights.

ARTICLE 7: GENERAL TERMS

7.1 Governing Law and Jurisdiction. This Agreement is governed by and shall be construed in accordance with English law. English courts shall have jurisdiction, provided that SEL shall be entitled to bring or apply for any action, claim, injunction or any other legal or judicial proceedings in any competent court or tribunal in any jurisdiction. No person other than you or SEL has the right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any provision of this Agreement.

7.2 Severability. If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable, such provision will be interpreted to the maximum extent to which it is valid and enforceable, all as determined by such court in such action, and the remaining provisions of this Agreement will, nevertheless, continue in full force and effect without being impaired or invalidated in any way.

7.3 No Waiver. No waiver by SEL of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or be construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement.

7.4 Entire Agreement. This Agreement, together with all incorporated documents (including, without limitation, the Privacy Policy, any and all software license agreements, any and all user agreements, and the Rules), constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous oral or written communications with respect hereto, all of which are merged herein. You acknowledge and agree that you have read this Agreement and understand and accept its terms. Nothing in this Agreement will exclude or limit the liability of any party to another for fraudulent misrepresentation.

PlayOnline® Viewer and Tetra Master® Software License Agreement

Background on this Agreement

This PlayOnline Viewer and Tetra Master Software License Agreement is between Square Enix Ltd. ("SEL" or "us" or "we"), and you ("you"), a registered user of the PlayOnline entertainment service and a licensee of the PlayOnline Viewer software, the Tetra Master software and all accompanying documentation.

IMPORTANT - This Software License Agreement is a binding, legal agreement between SEL and you and governs your use of the PlayOnline Viewer and Tetra Master software. If at any time you do not agree to be bound by these terms and conditions, you must immediately end your use of the PlayOnline Viewer and Tetra Master. Please contact your place of purchase for return, refund, or exchange subject to the return and exchange policy of the retailer, or contact SEL Customer Services.

ARTICLE 1 : DEFINITIONS

1.1 "Agreement" means this PlayOnline Viewer and Tetra Master Software License Agreement (as amended as set out below), which must be accepted by you (or by your parent or legal guardian on your behalf if you are between the ages of 13 and 17) prior to any use of the Licensed Software.

1.2 "Documentation" means those user manuals, specifications documents and other instructional materials related to the Licensed Software (whether written or electronic) that are provided by SEL or otherwise made available to Users.

1.3 "Game" means the Tetra Master online game program embodied in the Licensed Software provided to you hereunder, together with any additional features or functionality of such online game that may be available to you through the PlayOnline Service.

1.4 "Licensed Software" means, collectively, the PlayOnline Viewer computer program and the Tetra Master online game program, as embodied on any one or more discs, or other media provided to you, or as incorporated into any one or more electronic files provided to you, together with any updates, additions or modifications thereto that SEL may elect (in its sole discretion) to provide or make available to you from time to time.

1.5 "Member Agreement" means the PlayOnline Member Agreement, which must be executed by you (or by your parent or legal guardian on your behalf if you are between the ages of 13 and 17) prior to any use of PlayOnline.

1.6 "PlayOnline" or "PlayOnline Service" means the PlayOnline online entertainment service offered by SEL, which includes the various services incorporated therein or offered in connection therewith (including, but not limited to, online games).

1.7 "Privacy Policy" means SEL's current PlayOnline Service Privacy Policy, which may be accessed on the Website and within the PlayOnline Service at any time.

1.8 "Subscription Fee" means the fee that applies to your use of the Licensed Software. The Subscription Fee will be charged each month to your credit card, or to you by any other payment method approved by SEL, which you provided in connection with your PlayOnline registration, as described in the Member Agreement.

1.9 "Users" means users of the PlayOnline Service, subject to the requirement that any User between the ages of 13 and 17 must have the express authorization of a parent or legal guardian, which authorization shall be evidenced by execution of the Member Agreement by such parent or legal guardian. Children under the age of 13 are not permitted to use any PlayOnline Service.

1.10 "Website" means the SEL website for the PlayOnline Service located at <http://www.playonline.com>.

ARTICLE 2: GRANT OF LICENSE

2.1 License Grant. **(a)** SEL hereby grants you the limited, personal, non-exclusive, non-transferable, revocable license during the term of this Agreement to install and use the Licensed Software only on and in connection with a single computer or video game equipment hardware and to use a single copy of the Documentation solely in connection with your use of the Licensed Software.

(b) You acknowledge that your access to and use of the Game is conditional upon your timely and complete payment of the Subscription Fee as set out in Article 5 (User Responsibilities) of the Member Agreement. Please read the section carefully and completely.

(c) SEL reserves the right to change and/or update any part of this Agreement at any time without giving notice directly to you, but SEL

will maintain the most current version of this Agreement at any time under the "Service & Support", "Rules & Policies" section on the Website. It is your responsibility to check the current version of this Agreement so posted on the Website each time when you play the Game. By playing the Game, you indicate your agreement to all of the terms of this Agreement, and you agree to abide by this Agreement at all times while playing the Game and while using PlayOnline in connection with your use of the Game, whether or not you have seen current version of this Agreement. As used herein, "Agreement" refers to the most current version of this Agreement.

2.2 Term and Termination. This Agreement will commence when you indicate your acceptance of its terms and conditions and proceed to install the Licensed Software. Your rights under Section 2.1 will immediately and automatically terminate upon your breach of any provision of this Agreement or the Member Agreement. Further, SEL reserves the right to terminate this Agreement at any time by giving notice to you, for which SEL is not required to give the reason for such termination.

2.3 Ownership. SEL (and, to the extent applicable, its licensors) owns and shall retain all right, title and interest in and to the PlayOnline Service, the Licensed Software and all Documentation, and will be the sole owner of any and all data you generate through your use of the PlayOnline Service. You receive only those limited rights to access and use the Licensed Software and all Documentation set forth herein. PLAYONLINE, THE LICENSED SOFTWARE AND THE DOCUMENTATION ARE PROTECTED BY UNITED KINGDOM AND FOREIGN COPYRIGHT AND TRADEMARK LAWS, AND INTERNATIONAL TREATIES, AND ARE THE SUBJECT OF TRADE SECRETS. UNAUTHORIZED REPRODUCTION OR DISTRIBUTION OF THE LICENSED SOFTWARE IS SUBJECT TO CIVIL AND CRIMINAL PENALTIES. PLAYONLINE and TETRA MASTER are trademarks used by SEL under license and may not be reproduced, altered, or used in any way without the prior, written consent of SEL.

2.4 Restrictions. To the maximum extent permitted by law, you may not: **(a)** modify, reverse engineer, decompile, or disassemble the Licensed Software; **(b)** rent, lease, sublicense, distribute, or transmit the Licensed Software to any third party; **(c)** rent, lease, sell, distribute, transmit or otherwise transfer your User or other account-related information (including, but not limited to, your User ID or password information) to any third party; **(d)** make any copy of or otherwise reproduce the Licensed Software; **(e)** infringe any copyright, trademark rights, or any other intellectual property rights of SEL or its licensors or, **(f)** use the Licensed Software to provide service bureau or time-sharing services, or for any other commercial purpose. The Licensed Software is for your personal use only and may not be copied, leased, or made available for use by others.

You acknowledge and agree that any products that are created from, based on, or in connection with the Licensed Software shall be the property of SEL. SEL reserves its rights in its sole discretion to request such products to be sent to SEL or its facilities, or be destroyed.

ARTICLE 3: USER RESPONSIBILITIES

3.1 Valid Payment Method. You acknowledge that the use of the PlayOnline Viewer, which allows you to access various free features and services and to launch fee-based online games and services, requires you to provide and maintain a valid payment method with SEL in order to have continuous access to and use of the PlayOnline Viewer and the PlayOnline Service. You are responsible for maintaining such a valid payment method during the term of this Agreement.

3.2 Service Access. You are solely responsible for obtaining and maintaining, at your own expense, all input/output devices, equipment (such as modems, terminal equipment, computer or video game equipment and software) and communications services (including, without limitation, Internet access and related services) necessary to access the PlayOnline Service and use the Licensed Software, and for ensuring such equipment and services are compatible with all requirements of the PlayOnline Service.

3.3 Personal Information Management. You understand that your use of the Licensed Software in connection with the PlayOnline Service will require that you disclose to SEL certain personal and personally identifiable information, and that such information is subject to our Privacy Policy, which contains important information on how we collect and use information from you. You understand that it is your sole responsibility to review the Privacy Policy from time to time for any changes or revisions thereto.

3.4 Indemnification. You will indemnify, defend, and hold SEL harmless against any and all claims, suits, actions, expenses, attorney fees and other legal fees and costs arising from your use of the Licensed Software (whether alone or in connection with the PlayOnline Service) and relating to **(a)** your breach of any provision of this Agreement, or the inaccuracy of any of your representations made in this Agreement or made in connection with your registration of any SEL product or service; **(b)** your violation or infringement of any proprietary or privacy rights of any third party; or **(c)** any third-party claims arising out of or relating to your use of the Licensed Software (whether alone or in connection with the PlayOnline Service).

ARTICLE 4: DISCLAIMER AND LIMITATION OF LIABILITY

4.1 Disclaimer. You understand and acknowledge that your use of the Licensed Software (whether alone or in connection with the PlayOnline Service) may result in unpredictable damage or loss to you, including, without limitation, unexpected results or loss of data. All products and services relating to this Agreement, including, without limitation, the Licensed Software and the Documentation, are provided "AS IS" without warranty of any kind. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SEL EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE LICENSED SOFTWARE AND YOUR USE THEREOF, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SEL does not warrant that the Licensed Software will meet your expectations or requirements, or that the operation of the Licensed Software will be uninterrupted or error free. The entire risk as to the quality and performance of the Licensed Software is with you. SEL MAKES NO PROMISE OR OTHER WARRANTY THAT PLAYONLINE OR THE LICENSED SOFTWARE WILL WORK PROPERLY WITH ANY PERIPHERAL DEVICE, INCLUDING, BUT NOT LIMITED TO, MEMORY CARD(S), NETWORK ADAPTORS AND MODEMS.

4.2 Limitation of Liability. **(a)** You are not entitled to receive damages from SEL for any cause relating to this Agreement, to your use of the Licensed Software (whether alone or in connection with the PlayOnline Service), or to your use of any materials or services provided by any third party in connection with your use of the Licensed Software (whether alone or in connection with the PlayOnline Service. In addition, in no event will you be entitled to obtain any injunctive relief or otherwise enjoin, restrain, or otherwise interfere with SEL or with the distribution, operation, development, or performance of the Licensed Software or any related products. **(b)** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SEL BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER ARISING OUT OF YOUR USE OR INABILITY TO USE THE LICENSED SOFTWARE, INCLUDING WITHOUT LIMITATION ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF DATA, LOST PROFITS, OR LOST BUSINESS OPPORTUNITIES, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT,

AND EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL SEL'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR WITH ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER EXCEED THE HIGHEST AMOUNT PAID BY YOU IN A SINGLE MONTH YEAR TO SEL AS YOUR SUBSCRIPTION FEE FOR USE OF THE PLAYONLINE SERVICE AND/OR ANY RELATED PRODUCTS OR SERVICES.

(c) You shall indemnify, defend, and hold SEL harmless against any and all claims, suits, actions, expenses, attorney and other legal fees and costs arising from or in connection of your use of the Licensed Software. Nothing in this Agreement will exclude or limit the liability of any party for death or personal injury caused by their negligence or any other liability which cannot be limited or excluded by law. Nothing in this Agreement will affect your statutory rights.

ARTICLE 5: GENERAL TERMS

5.1 Governing Law and Jurisdiction. This Agreement is governed by and shall be constructed in accordance with English law. English courts shall have jurisdiction, provided that SEL shall be entitled to bring or apply for any action, claim, injunction or any other legal or judicial proceedings in any competent court or tribunal in any jurisdiction. No person other than you or SEL has the right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any provision of this Agreement.

5.2 Copyright Infringement Notification. SEL may terminate the account of any User who uses his or her account privileges to unlawfully transmit copyrighted material without a license, or valid defense or fair use privilege to do so. After receipt of notification by the copyright holder or its agent to SEL, SEL may terminate the infringing User's account. SEL may also in its sole discretion decide to terminate a User's account privileges prior to that time if SEL has good faith belief that infringement has in fact occurred. SEL is dedicated to respecting and upholding the intellectual property rights of others, and we ask our Users to do the same. If you believe that your copyright has been infringed through the use of a PlayOnline account, please contact PlayOnline Information Center.

5.3 Severability. If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable, such provision will be interpreted to the maximum extent to which it is valid and enforceable, all as determined by such court in such action, and the remaining provisions of this Agreement will, nevertheless, continue in full force and effect without being impaired or invalidated in any way.

5.4 No Waiver. No waiver by SEL of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement.

5.5 Entire Agreement. This Agreement, together with the Tetra Master User Agreement and any other terms of use relevant to your use of the Licensed Software, constitutes the entire understanding and agreement between the parties with respect to your use of the Licensed Software and supersedes any and all prior or contemporaneous oral or written communications with respect to the subject matter hereof, all of which are merged herein. This Agreement shall form a part of your Member Agreement and is expressly incorporated into that agreement by this reference. In the event of any conflict between this Agreement and the Member Agreement, the terms of the Member Agreement shall prevail; provided, however, that for all matters that are not covered in this Agreement, the terms of the Member Agreement and the Tetra Master User Agreement (as applicable) shall continue to apply. You acknowledge and agree that you have read this Agreement and understand and accept its terms. Nothing in this Agreement will exclude or limit the liability of any party to another for fraudulent misrepresentation.

PlayOnline® Service Privacy Policy

Background on This Privacy Policy

Square Enix Ltd. ("SEL") is committed to respecting the privacy rights of those customers, visitors, users, and other participants (collectively, "Users") who use the PlayOnline online, membership-based entertainment service ("PlayOnline"). PlayOnline includes the PlayOnline Viewer and certain multi-player online games, as well as such other products and services as SEL may elect to make available to Users from time to time. This privacy policy (this "Policy") describes the information SEL collects from Users, and how and why that information is collected, used, and stored. As a User of PlayOnline, you acknowledge that you understand SEL will be collecting information from you, some of which may identify you personally, and by accessing and using PlayOnline, you consent to the collection, use and disclosure of that information in accordance with this Policy. If you do not agree to the purposes for which we collect, use and disclose information that identifies you as set out in this Policy, you must NOT use PlayOnline.

In addition, you understand and agree that, by using PlayOnline to play online games, certain information about you will be available to other Users (as explained in this Policy or in the documentation applicable to such online games) and that SEL cannot control, and will have no responsibility for, the actions of such other Users with respect to that information about you. Whilst you agree to this Policy, you have no right to enforce any part of this Policy. SEL may deviate from this Policy in its sole discretion.

II. A Note Concerning Use of PlayOnline by Users under the Age of 18

SEL strongly encourages parents and legal guardians to take an active role in supervising Internet use by their children, protecting their children's privacy, and preventing inappropriate uses of information about their children.

Parents and legal guardians are fully responsible for compliance with this Policy and for any use of PlayOnline by their children, and are further responsible for educating their children as to the data collection practices of SEL and the importance of protecting personally identifiable information at all times. If as a parent or legal guardian you object to the use that would be made of your child's personal information as set out in this Policy, you must ensure that your child does NOT use PlayOnline.

Children aged 13 to 17 ("Permitted Minors") may use PlayOnline, provided that a parent or legal guardian first provides his or her consent to such use and agrees to supervise (and accept all responsibility for) the Permitted Minor's use of PlayOnline. We regret that use of PlayOnline by children under the age of 13 is strictly prohibited. PlayOnline is in no way directed at any User under the age of 13, and if we learn that information has been collected from anyone under the age of 13, that information will promptly be deleted. We reserve the right to suspend the account of any User who provides access to PlayOnline in violation of this Policy or of his or her PlayOnline Member Agreement ("Member Agreement").

III. SEL DATA COLLECTION AND USE

A. What Personal Information Does SEL Collect?

As a User, information about you will be collected (i) during the registration process, when you provide us with personally identifying information, (ii) by our PlayOnline technology, which automatically collects information on your use of PlayOnline as you access the

various products and services, and (iii) in the PlayOnline Viewer, which stores any information that you voluntarily provide and tracks your usage as you access and participate in interactive products and services such as online games, E-mail, chat rooms, and friend lists. These various kinds of information are described in more detail below.

1. Information Collected During the Registration Process

We require Users to register with us in order to access a number of the products and services offered on PlayOnline. During registration, we ask you to provide us with certain information that personally identifies you (referred to herein as "Personal Information"). Personal Information may include your name, date of birth, telephone number, mailing address, E-mail address, and credit card account information, as well as any other information that may be used to identify you. Personal Information is collected so that we can provide you with the PlayOnline services you requested, contact you to verify your Personal Information or PlayOnline account activities, notify you if there is a problem with your account, and enhance the services that we provide to you. After registration, you will be given a PlayOnline ID and a PlayOnline E-mail address, and asked to choose your own passwords. We strongly suggest that Users not choose passwords that can be easily recognized or guessed by others, and that they take steps to protect the confidentiality of their password information.

2. Collection of Traffic Data

SEL may also collect certain anonymous usage data, such as pages visited and services used within PlayOnline (collectively, "Traffic Data"). This information is not Personal Information and generally is not aggregated with Personal Information. We generally use Traffic Data to improve our services to you and to customize and enhance your PlayOnline experience.

3. Information Provided During Usage

The PlayOnline Viewer includes E-mail, friend lists and chat rooms where Users may voluntarily post or exchange information, including (but not limited to) Personal Information. Users can also communicate with each other through their players and characters while using PlayOnline to play online games. While Users have complete discretion over whether they share Personal Information with other Users while enjoying these services, SEL strongly suggests that Users do not reveal their Personal Information in this way. Please note that such Personal Information is stored by SEL as confidential information. SEL reserves the right to access and/or monitor Users' personal files, E-mails, and chat room and online game conversations.

While using PlayOnline, Users (including Permitted Minors) may receive or be exposed to information that is offensive, hostile, or unsuitable to them. SEL has addressed this problem, in part, by providing an automatic (i.e., unmonitored) filtering system in chat rooms and online games that allows Users to elect to block such information while they are

B. How Does SEL Use the Information It Collects?

1. Use of Information by SEL

SEL uses Personal Information to respond to your requests for help or information, to complete transactions such as purchases or monthly billing, to verify that you are qualified to use PlayOnline, and for certain other purposes related to our operation of PlayOnline. You agree that SEL may also use Personal Information to notify you of changes in PlayOnline features, Member Agreement terms, or other related SEL agreements. In addition, SEL may use or disclose Personal Information and other User information in response to any subpoena or other legal disclosure obligation, or in the event that a User is participating in, or suspected of participating in, prohibited, illegal, or inappropriate activities or threats, including, without limitation, any activities that may endanger any individual's life or property while using PlayOnline as well as any other activities that SEL determines (in its sole discretion) to be inappropriate.

You grant SEL and its affiliates a perpetual, world-wide, royalty-free, irrevocable license to use User-created players and characters for marketing and promotional activities in any way we deem fit, including without limitation, posting User-created player and character information on SEL websites and granting sub-licenses to third parties.

2. Information Shared with Third Parties and transmission of Personal Information

You agree that we may share your Personal Information with our business partners, suppliers and contractors to enable them to respond to your requests for information, products and services, or support or assistance. Given that the Internet is a global environment, using the Internet to collect and process Personal Information necessarily involves the transmission of that information on an international basis. Some of the data processors engaged to process your Personal Information may be based outside of the European Economic Area. Therefore, by using PlayOnline and submitting Personal Information to us, you acknowledge and agree to our processing of your Personal Information in this way.

3. Confidentiality of Personal Information

Except as otherwise provided in this Policy, we will keep your Personal Information confidential and will not share it with third parties, unless SEL reasonably believes use of your Personal Information and/or such disclosure is necessary to: **(a)** comply with any law, such as in response to a court order or subpoena; **(b)** protect our rights or any property that we own, operate or control; **(c)** enforce any agreement or other terms of use applicable to PlayOnline; or **(d)** protect the safety and/or security of Users or third parties.

4. Security of Personal Information

SEL takes those steps it deems reasonably necessary to protect the security, integrity, accuracy and privacy of the information our Users share with us, including setting up processes to avoid any unauthorized access or disclosure of this information. We will take reasonable steps to protect Personal Information and Traffic Data from unauthorized third parties. We endeavor to maintain accurate Personal Information collected from our Users, and are grateful for your assistance in maintaining the accuracy of that information while you remain a User of PlayOnline. We also take reasonable steps to require that third parties with whom we share any data provide sufficient protection of that Personal Information.

5. Cookie Technology

A "cookie" is a small text file deposited on your computer's hard drive when you access the PlayOnline area of the Site. We may use cookies in order to monitor your use of PlayOnline and to customize your experience of it (e.g. information you submit to us, such as a password, may be stored in a cookie so that you do not have to re-submit such information to us each time you re-visit PlayOnline).

Cookies do not in themselves identify users of PlayOnline and do not give us access to the rest of your computer. In the event that you object to the use of cookies however, most internet browsers can be reconfigured in order to alert you to their use / allow you to disable them. However, if you decide to disable cookies, you may not be able to use certain of the PlayOnline features.

IV. User Ability to Access, Update and Correct Personal Information

Your Personal Information is available for review from the "Service & Support" section of the PlayOnline Viewer. You

may access your personal profile at any time from that "Service & Support" section to review and update your Personal Information.

V. How Users Can Protect Their Personal Information

We are committed to protecting the privacy of your Personal Information, and we urge you to play an active role as well by following these measures when you are using PlayOnline: **(a)** never give out your PlayOnline ID or password, or permit anyone else to access PlayOnline using your ID and password; **(b)** immediately report any unauthorized use of your PlayOnline ID or password by using the form available in the "Service & Support" section of the PlayOnline Viewer; **(c)** immediately report any unauthorized use of your credit card information to the PlayOnline Information Center; and **(d)** always sign off from your account and log out from PlayOnline when you have finished a PlayOnline session - these actions will help to prevent others from gaining access to your information. SEL will never ask you to disclose your password in any email or chat room, and if you ever receive such a request from someone purporting to be with SEL, please report it to us immediately.

VI. Changes to This Policy

SEL reserves the right, at any time and without notice to you or to other Users, to update or modify this Policy, simply by posting such update or modification on the "Information" section of the PlayOnline Viewer and on the official PlayOnline website (the "Website"). Any such update or modification will be effective immediately upon posting on these locations, and your continued use of PlayOnline after such posting shall constitute evidence of your acceptance of the update or modification.

In the event that SEL is acquired by or merged with a third party, or PlayOnline is sold or transferred to another party, or is otherwise no longer under SEL's control, you agree that we may, in any of these circumstances, to sell or otherwise transfer the information we have collected from our Users as part of such merger, acquisition, sale, or

FINAL FANTASY®XI User Agreement

Background on this User Agreement

IMPORTANT - This FINAL FANTASY XI User Agreement (this "Agreement") is a binding, legal agreement between Square Enix Ltd, a company incorporated in England and Wales (Company No. 3679704) with its registered office at Castle House, 37-45 Paul Street, London EC2A 4LS. ("SEL" or "us" or "we" and you ("you")), and applies to and governs your use of the FINAL FANTASY XI massively multi-player online game (the "Game").

In order to obtain access to and use of the PlayOnline online entertainment service (the "PlayOnline" or the "PlayOnline Service") you must agree to (i) this Agreement, (ii) the FINAL FANTASY XI Software License Agreement (the "License Agreement"), which you were required to accept, prior to installing the Licensed Software (as defined therein) and (iii) the PlayOnline (tm) Member Agreement (the "Member Agreement"), which you were required to accept.

SEL reserves the right to change and/or update any part of this Agreement at any time without notice given to you directly, but SEL will maintain the most current version of this Agreement at any time under the "Service & Support", "Rules & Policies" section on the website directed at <http://www.playonline.com> (the "Website"). It is your responsibility to check the current version of this Agreement posted on the Website each time when you play the Game. By playing the Game, you indicate your agreement to all of the terms of this Agreement and you agree to abide by this Agreement at all times while playing the Game and while using PlayOnline in connection with your use of the Game, whether or not you have seen such current version of this Agreement. As used herein, this "Agreement" refers to the most current version of this Agreement.

ARTICLE 1: APPLICATION OF THIS AGREEMENT

The Agreement shall apply at all times to your use of the Game, including without limitation your use of PlayOnline to access or play the Game or to access or participate in any related activities, materials or features. In the event of any conflict between this Agreement, the License Agreement and the Member Agreement, this Agreement shall take precedence over the License Agreement and the Member Agreement, provided, however, that all matters that are not covered in this Agreement, the terms of the License Agreement and the Member Agreement (as applicable) shall continue to apply.

ARTICLE 2: DATA COLLECTION AND PRIVACY

In the course of your playing the Game and using the PlayOnline Service, you may accumulate certain usage statistics, score information, character traits, performance records and other Game-related data that are stored for you in the Game and on PlayOnline servers (collectively, your "Player Data"). SEL makes no assurances, representations or warranties whatsoever about the accuracy, currency or continuing availability of this Player Data at any time and reserves its right, at any time and from time to time, without notice to you, to delete all or any part of your Player Data. SEL shall have no liability to you or to any third party for any such deletion, and further shall not be held responsible for any complete or partial deletion done or caused by you, any third party, or other act or occurrence beyond SEL's reasonable control, such as a fire, power outage, natural disaster, terrorist act, equipment failure or any other such act or occurrence, whether or not similar to the foregoing. In addition, your Player Data and other information about you are subject to our PlayOnline Service Privacy Policy, which you should review in its entirety and may be accessed under the "Service & Support", "Rules & Policies" section of the Website. You agree that you will not store or attempt to store any personal information or player data about other PlayOnline users, except to the extent that such storage is an integral part of the Game and necessary in order for you to play the Game.

ARTICLE 3: PROHIBITED ACTIVITIES AND INDEMNIFICATION

3.1 Prohibited Activities. You may not use the Game or PlayOnline for any activities that are illegal, immoral, fraudulent, or a violation of the rights of any third party. Without limiting the generality of the foregoing, the following acts and activities are strictly prohibited and shall, without prejudice to any other rights or remedies that SEL may have, be cause for immediate termination of your PlayOnline account and your right to play the Game (or any other services) in connection therewith: **(a)** Any activities consisting of selling, purchasing or exchanging "gil" or any other currency that may be used in the Game from time to time, characters, and/or Game items for value (including, but not limited to, any payment in kind and any payment in any currency recognized as legal tender in any country, state, territory or other jurisdiction anywhere in the world) through any means or venue, including, without limitation, Internet auctions or other online exchanges; **(b)** The use of or participation in the Game for the purpose, in furtherance of, or in preparation for committing any illegal acts (including, by way of example but not limitation, any kind of gambling) or otherwise violating any applicable local, state, national or international law, any rules or regulations promulgated thereunder; **(c)** The interference with or disruption of the Game or the PlayOnline Service or any servers or networks connected thereto, or the failure to obey any procedures, policies, regulations or other requirements of

any networks connected to the PlayOnline Service; **(d)** The unauthorized use, duplication, transmission, display, performance or distribution of any items owned by you or third parties, or any other commission of any act of copyright, trademark, or patent infringement, trade secret infringement or misappropriation, or any other violation of any intellectual property or other proprietary right; **(e)** The impersonation or attempted impersonation of any employee of SEL or any SEL partner or affiliate, any other user of the Game or the PlayOnline Service, or any other person, in a manner intended to deceive or mislead any third party, or in any effort to access the account of another Game player or PlayOnline user; **(f)** The use of the Game or the PlayOnline Service to harass any third party, including other users of the Game and PlayOnline Service, or to solicit, encourage or threaten bodily harm or destruction of property; and **(g)** Use of any cheat codes or cheat devices.

3.2 Indemnification. You agree to indemnify, defend and hold SEL harmless from and against any and all claims, suits, actions, expenses, attorney and other legal fees and costs arising from your commission of any acts or activities prohibited by this Article 3.

ARTICLE 4: USER DISPUTES

You shall be solely responsible for resolving any and all disputes that may arise between you and another Game player or PlayOnline user in connection with the Game or your use of PlayOnline, and for paying any and all expenses incurred by you in connection with resolving such dispute. SEL shall not be responsible for mediating or resolving any such disputes and shall have no liability to you or to any third party for any costs, fees, expenses, damages or other losses incurred in connection with or as a result of any such disputes.

ARTICLE 5: DISCLAIMER OF WARRANTY

You understand and acknowledge that your use of the Licensed Software (whether alone or in connection with the PlayOnline Service) may result in unpredictable damage or loss to you, including, without limitation, unexpected results or loss of data. All products and services relating to this Agreement, including, without limitation, the Licensed Software and the Documentation, are provided "AS IS" and "AS AVAILABLE" without warranty of any kind. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SEL EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE LICENSED SOFTWARE AND YOUR USE THEREOF, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SEL does not warrant that the Licensed Software will meet your expectations or requirements, or that the operation of the Licensed Software will be uninterrupted or error free. The entire risk as to the quality and performance of the Licensed Software is with you. SEL MAKES NO PROMISE OR OTHER WARRANTY THAT PLAYONLINE OR THE LICENSED SOFTWARE WILL WORK PROPERLY WITH ANY PERIPHERAL DEVICE, INCLUDING, BUT NOT LIMITED TO, MEMORY CARD(S), NETWORK ADAPTERS AND MODEMS.

ARTICLE 6: LIMITATION OF LIABILITY.

6.1 You are not entitled to receive damages from SEL for any cause relating to your use of any materials or services provided by any third party in connection with your use of the Licensed Software. In addition, in no event will you be entitled to obtain any injunctive relief or otherwise enjoin, restrain, or otherwise interfere with SEL or with the distribution, operation, development, or performance of the Licensed Software or any related products.

6.2 TO THE FULLEST EXTENT PERMITTED BY LAW IN NO EVENT SHALL SEL BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER ARISING OUT OF YOUR USE OR INABILITY TO USE THE LICENSED SOFTWARE, INCLUDING WITHOUT LIMITATION ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF DATA, LOST PROFITS, OR LOST BUSINESS OPPORTUNITIES, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT, AND EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL SEL'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR WITH ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER EXCEED THE HIGHEST AMOUNT PAID BY YOU IN A SINGLE YEAR TO SEL AS YOUR SUBSCRIPTION FEE FOR USE OF THE PLAYONLINE SERVICE AND/OR ANY RELATED PRODUCTS OR SERVICES.

6.3 You acknowledge that, should you breach any provision of this Agreement, SEL, its licensors or business partners may suffer loss and damage (which may or may not arise from third party claims as a result of your breach). You agree therefore that you will reimburse SEL all reasonable costs, losses, expenses (including legal fees) incurred by SEL, its licensors or business partners, as a result of your breach. Nothing in this Agreement will exclude or limit the liability of any party for death or personal injury caused by their negligence or the liability of any party to another for fraudulent misrepresentation or any other liability the exclusion or limitation of which is prohibited by law.

ARTICLE 7: SUPPLEMENTARY PROVISION

This Agreement is governed by and shall be construed in accordance with English law. English courts shall have jurisdiction, provided that SEL shall be entitled to bring or apply for any action, claim, injunction or any other legal or judicial proceedings in any competent court or tribunal in any jurisdiction. No person other than you or SEL has the right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any provision of this Agreement.

FINAL FANTASY® XI Software License Agreement

Background on this Agreement

This FINAL FANTASY XI Software License Agreement is between Square Enix Ltd. ("SEL" or "us" or "we"), and you ("you"), a registered user of the PlayOnline® entertainment service and a licensee of the FINAL FANTASY XI software and all accompanying documentation.

IMPORTANT - This Software License Agreement is a binding, legal agreement between SEL and you and governs your use of the FINAL FANTASY XI software. If at any time you do not agree to be bound by these terms and conditions, you must immediately end your use of FINAL FANTASY XI. Please contact your place of purchase for return, refund, or exchange subject to the return and exchange policy of the retailer, or contact SEL Customer Services.

ARTICLE 1: DEFINITIONS

1.1 "Agreement" means this FINAL FANTASY XI Software License Agreement (as amended as set out below), which must be accepted by you (or by your parent or legal guardian on your behalf if you are between the ages of 13 and 17) prior to any use of the Licensed Software.

1.2 "Documentation" means those user manuals, specifications documents and other instructional materials related to the Licensed Software (whether written or electronic) that are provided by SEL or otherwise made available to Users.

1.3 "Game" means the FINAL FANTASY XI online game program embodied in the Licensed Software provided to you hereunder, together

with any additional features or functionality of such online game that may be available to you through the PlayOnline Service.

1.4 "Licensed Software" means the FINAL FANTASY XI online game program, as embodied on any one or more discs, or other media provided to you, or as incorporated into any one or more electronic files provided to you, together with any updates, additions or modifications thereto that SEL may elect (in its sole discretion) to provide or make available to you from time to time.

1.5 "Member Agreement" means the PlayOnline Member Agreement, which must be executed by you (or by your parent or legal guardian on your behalf if you are between the ages of 13 and 17) prior to any use of PlayOnline.

1.6 "PlayOnline" or "PlayOnline Service" means the PlayOnline online entertainment service offered by SEL, which includes the various services incorporated therein or offered in connection therewith (including, but not limited to, online games).

1.7 "Privacy Policy" means SEL's current PlayOnline Service Privacy Policy, which may be accessed on the Website and within the PlayOnline Service at any time.

1.8 "Subscription Fee" means the fee that applies to your use of the Licensed Software. The Subscription Fee will be charged each month to your credit card, or to you by any other payment method approved by SEL, which you provided in connection with your PlayOnline registration, as described in the Member Agreement.

1.9 "User" means a user of the PlayOnline Service, subject to the requirement that any User between the ages of 13 and 17 must have the express authorization of a parent or legal guardian, which authorization shall be evidenced by execution of the Member Agreement by such parent or legal guardian. Children under the age of 13 are not permitted to use any PlayOnline Service.

1.10 "Website" means the SEL website for the PlayOnline Service located at <http://www.playonline.com>.

ARTICLE 2: GRANT OF LICENSE

2.1 License Grant. **(a)** SEL hereby grants you the limited, personal, nonexclusive, non-transferable, revocable license during the term of this Agreement to install and use the Licensed Software only on and in connection with a single computer or video game equipment hardware and to use a single copy of the Documentation solely in connection with your use of the Licensed Software. **(b)** You acknowledge that your access to and use of the Game is conditional upon your timely and complete payment of the Subscription Fee as set out in Article 5 (User Responsibilities) of the Member Agreement. Please read that section carefully and completely. **(c)** SEL reserves the right to change and/or update any part of this Agreement at any time without giving notice directly to you, but SEL will maintain the most current version of this Agreement at any time under the "Service & Support", "Rules & Policies" section on the Website. It is your responsibility to check the current version of this Agreement so posted on the Website each time when you play the Game. By playing the Game, you indicate your agreement to all of the terms of this Agreement, and you agree to abide by this Agreement at all times while playing the Game and while using PlayOnline in connection with your use of the Game, whether or not you have seen current version of this Agreement. As used herein, "Agreement" refers to the most current version of this Agreement.

2.2 Term and Termination. This Agreement will commence when you indicate your acceptance of its terms and conditions and proceed to install the Licensed Software. Your rights under Section 2.1 will immediately and automatically terminate upon your breach of any provision of this Agreement or the Member Agreement. Further, SEL reserves the right to terminate this Agreement at any time by giving notice to you, for which SEL is not required to give the reason for such termination.

2.3 Ownership. SEL (and, to the extent applicable, its licensors) owns and shall retain all right, title and interest in and to the PlayOnline Service, the Licensed Software and all Documentation, and will be the sole owner of any and all data you generate through your use of the PlayOnline Service. You receive only those limited rights to access and use the Licensed Software and all Documentation set forth herein. PLAYONLINE, THE LICENSED SOFTWARE AND THE DOCUMENTATION ARE PROTECTED BY UNITED KINGDOM AND FOREIGN COPYRIGHT AND TRADEMARK LAWS, AND INTERNATIONAL TREATIES, AND ARE THE SUBJECT OF TRADE SECRETS. UNAUTHORIZED REPRODUCTION OR DISTRIBUTION OF THE LICENSED SOFTWARE IS SUBJECT TO CIVIL AND CRIMINAL PENALTIES. "PLAYONLINE" and "FINAL FANTASY" are registered trademarks used by SEL under license and may not be reproduced, altered, or used in any way without the prior, written consent of SEL.

2.4 Restrictions. To the maximum extent permitted by law, you may not: (a) modify, reverse engineer, decompile, or disassemble the Licensed Software; (b) rent, lease, sublicense, distribute, or transmit the Licensed Software to any third party; (c) rent, lease, sell, distribute, transmit or otherwise transfer your User or other account-related information (including, but not limited to, your User ID or password information) to any third party; (d) make any copy of or otherwise reproduce the Licensed Software; (e) infringe any copyright, trademark rights, or any other intellectual property rights of SEL or its licensors or; (f) use the Licensed Software to provide service bureau or time-sharing services, or for any other commercial purpose. The Licensed Software is for your personal use only and may not be copied, leased, or made available for use by others.

You acknowledge and agree that any products that are created from, based on, or in connection with the Licensed Software shall be the property of SEL. SEL reserves its rights in its sole discretion to request such products to be sent to SEL or its facilities, or to be destroyed.

ARTICLE 3: USER RESPONSIBILITIES

3.1 Service Access. You are solely responsible for obtaining and maintaining, at your own expense, all input/output devices, equipment (such as modems, terminal equipment, computer or video game equipment and software) and communications services (including, without limitation, Internet access and related services) necessary to access the PlayOnline Service and use the Licensed Software, and for ensuring such equipment and services are compatible with all requirements of the PlayOnline Service.

3.2 Personal Information Management. You understand that your use of the Licensed Software in connection with the PlayOnline Service will require that you disclose to SEL certain personal and personally identifiable information, and that such information is subject to our Privacy Policy, which contains important information on how we collect and use information from you. You understand that it is your sole responsibility to review the Privacy Policy from time to time for any changes or revisions thereto.

3.3 Indemnification. You will indemnify, defend, and hold SEL harmless against any and all claims, suits, actions, expenses, attorney fees and other legal fees and costs arising from your use of the Licensed Software (whether alone or in connection with the PlayOnline Service) and relating to (a) your breach of any provision of this Agreement, or the inaccuracy of any of your representations made in this Agreement or made in connection with your registration of any SEL product or service; (b) your violation or infringement of any proprietary or privacy rights of any third party; or (c) any third-party claims arising out of or relating to your use of the Licensed Software (whether alone or in connection with the PlayOnline Service).

ARTICLE 4: DISCLAIMER AND LIMITATION OF LIABILITY

4.1 Disclaimer. You understand and acknowledge that your use of the Licensed Software (whether alone or in connection with the PlayOnline Service) may result in unpredictable damage or loss to you, including, without limitation, unexpected results or loss of data. All products and services relating to this Agreement, including, without limitation, the Licensed Software and the Documentation, are provided 'AS IS' without warranty of any kind. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SEL EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE LICENSED SOFTWARE AND YOUR USE THEREOF, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SEL does not warrant that the Licensed Software will meet your expectations or requirements, or that the operation of the Licensed Software will be uninterrupted or error free. The entire risk as to the quality and performance of the Licensed Software is with you. SEL MAKES NO PROMISE OR OTHER WARRANTY THAT PLAYONLINE OR THE LICENSED SOFTWARE WILL WORK PROPERLY WITH ANY PERIPHERAL DEVICE, INCLUDING, BUT NOT LIMITED TO, MEMORY CARD(S), NETWORK ADAPTORS AND MODEMS.

4.2 Limitation of Liability. (a) You are not entitled to receive damages from SEL for any cause relating to your use of any materials or services provided by any third party in connection with your use of the Licensed Software (whether alone or in connection with the PlayOnline Service). In addition, in no event will you be entitled to obtain any injunctive relief or otherwise enjoin, restrain, or otherwise interfere with SEL or with the distribution, operation, development, or performance of the Licensed Software or any related products. **(b)** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SEL BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER ARISING OUT OF YOUR USE OR INABILITY TO USE THE LICENSED SOFTWARE, INCLUDING WITHOUT LIMITATION ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF DATA, LOST PROFITS, OR LOST BUSINESS OPPORTUNITIES, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT, AND EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL SEL'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR WITH ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER EXCEED THE HIGHEST AMOUNT PAID BY YOU IN A SINGLE YEAR TO SEL AS YOUR SUBSCRIPTION FEE FOR USE OF THE PLAYONLINE SERVICE AND/OR ANY RELATED PRODUCTS OR SERVICES. **(c)** You shall indemnify, defend, and hold SEL harmless against any and all claims, suits, actions, expenses, attorney and other legal fees and costs arising from or in connection of your use of the Licensed Software. Nothing in this Agreement will exclude or limit the liability of any party for death or personal injury caused by their negligence or any other liability which cannot be limited or excluded by law. Nothing in this Agreement will affect your statutory rights.

ARTICLE 5: GENERAL TERMS

5.1 Governing Law and Jurisdiction. This Agreement is governed by and shall be construed in accordance with English law. English courts shall have jurisdiction, provided that SEL shall be entitled to bring or apply for any action, claim, injunction or any other legal or judicial proceedings in any competent court or tribunal in any jurisdiction. No person other than you or SEL has the right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any provision of this Agreement.

5.2 Copyright Infringement SEL may terminate the account of any User who uses his or her account privileges to unlawfully transmit copyrighted material without a license or valid defense to do so. After receipt of notification by the copyright holder or its agent to SEL, SEL may terminate the infringing User's account. SEL may also in its sole discretion decide to terminate a User's account privileges at any time if SEL has good faith belief that infringement has in fact occurred. SEL is dedicated to respecting and upholding the intellectual property rights of others, and we ask our Users to do the same. If you believe that your copyright has been infringed through the use of a PlayOnline account, please contact PlayOnline Information Center.

5.3 Severability. If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable, such provision will be interpreted to the maximum extent to which it is valid and enforceable, all as determined by such court in such action, and the remaining provisions of this Agreement will, nevertheless, continue in full force and effect without being impaired or invalidated in any way.

5.4 No Waiver. No waiver by SEL of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or be construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement.

5.5 Entire Agreement. This Agreement, together with the FINAL FANTASY XI User Agreement and any other terms of use relevant to your use of the Licensed Software, constitutes the entire understanding and agreement between the parties with respect to your use of the Licensed Software and supersedes any and all prior or contemporaneous oral or written communications with respect to the subject matter hereof, all of which are merged herein. This Agreement shall form a part of your Member Agreement and is expressly incorporated into that agreement by this reference. In the event of any conflict between this Agreement and the Member Agreement, the terms of the Member Agreement shall prevail; provided, however, that for all matters that are not covered in this Agreement, the terms of the Member Agreement and the FINAL FANTASY XI User Agreement (as applicable) shall continue to apply. You acknowledge and agree that you have read this Agreement and understand and accept its terms. Nothing in this Agreement will exclude or limit the liability of any party to another for fraudulent misrepresentation.

The following limited warranty is available only to customers in the Member States of the European Union, Switzerland, Norway, Australia and New Zealand and only to original consumer purchasers of products covered by this limited warranty.

Limited Warranty

Square Enix Ltd. ("SEL") warrants to the original purchasers of the enclosed product (the "Product") that the media containing the Product (which includes any replacement media provided under this warranty) will be free from defects in materials and workmanship for a period of ninety (90) days from the date of purchase (the "Warranty Period"). SEL's entire liability and your exclusive remedy under this Limited Warranty shall be, at SEL's option, repair or replacement, without charge, of all or the affected portion of any Product that proves to be defective in material or workmanship during the Warranty Period.

Exclusions from Warranty

This Limited Warranty applies only to defects in factory materials and factory workmanship. Any condition caused by abuse, unreasonable use, mistreatment, neglect, accident, improper operation, destruction or alteration, or repair or maintenance attempted by anyone other than SEL is not a defect covered by this Limited Warranty. Parts and materials subject to wear and tear in normal usage are not covered by this warranty. Nothing in this Limited Warranty will affect your statutory rights.

Incidental and Consequential Damages

NEITHER SEL NOR YOUR RETAIL DEALER HAS ANY RESPONSIBILITY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO YOUR USE OF THE PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOSS OF DATA OR LOSS OF PROFIT, OR FOR ANY INCIDENTAL EXPENSES, LOSS OF TIME OR INCONVENIENCE.

How to obtain warranty service

To obtain warranty service under this Limited Warranty, please send the defective Product, together with a photocopy of your original sales receipt, your return address, name and telephone number and a brief description of the defect in English language to SEL at the following address:

Square Enix Ltd., Walmar House, 296 Regent Street, London W1B 3AW, United Kingdom.

THE DEFECTIVE PRODUCT MUST BE POSTMARKED WITHIN NINETY (90) DAYS FROM THE DATE OF PURCHASE. PROOF OF THE PURCHASE IN THE FORM OF A DATED RECEIPT MUST BE INCLUDED TO OBTAIN WARRANTY SERVICE.

The shipping costs for sending the defective Product to SEL is a sole responsibility of Customer. SEL will not be liable for any damage that occurs during transit.

Technical Support

The office of Square Enix Ltd. above does not provide any technical support. Accordingly, for technical support questions, please call the PlayOnline Information Centre's technical support numbers during [Monday to Friday, 9am to 6pm] GMT as follows:

English language **+44 (0)870 600 0182**
French and German language support, please refer to the
PlayOnline Viewer's Service & Support section at
<http://www.playonline.com>.

Please note that, whilst the PlayOnline Information Centre will not charge you for its technical supports by telephone, they will not have "free phone" numbers or "call back" facilities, and you are responsible for the telephone charge of your call. PlayOnline Information Centre will not be able to deal with your enquiry about the Limited Warranty.

Up-to-date phone support contact information is available in the PlayOnline Viewer's Service & Support section and on the PlayOnline.com website at <http://www.playonline.com>.

Notice: The Product, this manual, and all other accompanying documentation, written or electronic, are protected by the United Kingdom and other copyright laws, trademark laws and international treaties. Unauthorised reproduction is subject to civil and criminal penalties. All rights reserved.