

Terms and conditions The following rules of using the service of the game “1100AD” are an agreement on providing the service, further named as “Agreement”, on the behalf of the Amber Games Ltd. company, further named “Administration”, and the user of the service of the game “1100AD”, further named “User”. This agreement is required to be read by every User before they register in the “1100AD” game, further named “Game”. By registering the User accepts and agrees to all parts of the Agreement without any exceptions, which is mandatory to start using the Game services. The User can reject the registration in the Game if they do not agree with the Agreement or with any of its parts. The Agreement comes into effect since the moment the filled out registration form is sent.

## **1. General terms**

- 1.1 “1100AD” – is a free massive online multiplayer strategy game and is a software product of Amber Games Ltd.
- 1.2 By joining the Game, the User agrees to the Rules and is required to follow them. Administration has a right to request the user to follow the rules implicitly and without questioning. In case Administration finds the User violating the Rules of the Game, the Administration has a right to refuse the User in providing Game service to them, as well as deleting their information published by the User in the information systems of the Game.
- 1.3 Annexes to the Agreement, game Description, and other materials published by the Administration on the website [www.1100ad.com](http://www.1100ad.com), as well as other Game websites, are considered as an integral part of this Agreement.
- 1.4 Administration, in accordance to the terms of Agreement, gives User round-the-clock access to the Game, Game information resources and other services and events happening in the Game, except for the time of servicing of the Game or due to other reasons not caused by Administration.
- 1.5 Administration shall provide the User with access to the Game without any payment. The User pays for Internet access from their account. Administration provides the User additional content that requires payment, the conditions of which are listed in this Agreement in Part 4.
- 1.6 Users who are underage or are not legally independent must conform the terms of this Agreement and receive permission from their legal representatives or guardians.
- 1.7 Resources – websites [www.1100ad.com](http://www.1100ad.com) and all sub-websites that are considered Resources.

## **2. Rights, responsibilities and limitations of the User**

- 2.1.1. Game User is any person that received access to the game in accordance with this Agreement and using the materials posted on Game websites.
- 2.1.2 The User shall comply with the terms of this Agreement.
- 2.1.3 The User has a right to use the Game for their private needs, in non-commercial and non-political manner and objectives according to the Game rules.
- 2.1.4 The User has a right to create only one account. The User has no right to pass their registration information (login and password) to third party, and they have no right to receive it from a third party.
- 2.1.5 The User has a right to play with only one account from one computer.
- 2.1.6 The User has a right to change the password for their account.
- 2.1.7 The User can send their complaints and suggestions related to the Game in written form or via electronic mail at the addresses listed on website [www.1100ad.com](http://www.1100ad.com)
- 2.2.1 By filling out the registration form, User agrees to provide accurate and trustworthy information.
- 2.2.2 The User must keep the password they selected during the registration process in secret. The User bears the responsibility for the possible consequences caused by careless storage of their secret password or by disregard for the standards of information security when using computer networks. User password data is stored in the data base of the service only in an encrypted manner. If the User forgot their password, then, at the User's request, the program resources of the service will automatically send a new access password to the electronic mail address specified by the User. This procedure will always have some risk as the password might become available to a third party that is monitoring the User's computer or electronic mail address. Administration has no possibility to remind the User the forgotten password.
- 2.2.3 The User must show respect and proper conduct towards other users of the Game.
- 2.2.4 Personal data of the User, including their IP address and the specific number of their computer cannot be passed to a third party. Exceptions can be made only by court's decision or by request from the authorities. The User gives the right to the Administration to store the personal data, including their IP address and the specific number of their computer, and the processing of this data for statistical analysis. All results of this analysis are anonymous.
- 2.2.5 User must regularly use the Game service. If the User is inactive (they do not enter the game) during 4 weeks and with zero game-currency balance (gold) on User's account, Administration has a right

to delete their account from the Game without prior notice. If there is game currency on User`s account (gold), for each day past 4 weeks 50 gold coins will be removed from the account, until the User returns to the game or gold runs out. User`s account will be deleted when the User runs out of game currency. Returning to the game does not grant User the right to reimburse for lost game currency.

- 2.3.1 User has no right to pass the control to their account to any third party. The User that gave control of their account to a third party may be deleted by the Administration from the game.
- 2.3.2 The User has no right to restrain the access of other Users to the Game or to restrain other Users from using the Game service.
- 2.3.3 The User may not curse, swear, and threaten other Users with violence and by any other means outside the Game.
- 2.3.4 User has no right to post on the service`s information resources the materials that are considered socially immoral or that directly or indirectly offend other players of the community or the Administration; that incite ethnic hatred; that promote or express hatred toward any religion, culture, race, nation, people, language, politics, ideology or social movement. It is prohibited to advertise porno-sites, drugs and resources containing similar information, as well as perform other similar actions which Administration can categorize as inappropriate or illegal. If the materials published with violation to part 2.3.4 of Agreement are found, the materials will be deleted and the User that published these materials may be warned, or in case of severe or repetitive cases, deleted and blocked.
- 2.3.5 It is prohibited to use the software, other materials, or any information of the Service for commercial purposes without the written agreement from the Administration to perform such commercial actions.
- 2.3.6 The User is strictly prohibited to take any actions that are targeted toward disrupting the Game or its resources, getting unsanctioned access to Administration`s resources. User is prohibited from performing unauthorized access into any technological components (nodes), programs, data bases, or other components of the Service network.
- 2.3.7 User has no right to spread information that is targeted towards obtaining access passwords to the Game`s characters, as well as spread links to websites containing such information.
- 2.3.8 User has no right to post links to any software that contains viruses or other harmful objects in any part of the Game`s information field.
- 2.3.9 User cannot use software developed by third party to enter the game that interfere with the game process, and other software that has direct or indirect influence on the process of the game. User cannot use robots, systems of automatic control, giving and using

- systems or organizations that develop the character; development of characters through mutual agreements is strictly prohibited, as it is prohibited to be in the game with more than one character at a time.
- 2.3.10 User cannot copy, reproduce, spread or translate any component of the Game without the Administration's written permission to do so. User accepts and agrees that all information and materials and all the necessary software and programs related to the Game are protected by Intellectual Property laws by the Republic of Latvia, and the content provided to the User when using the Game is protected by copyright laws, trademarks, patents, and other related laws. User has no right to modify, sell, and distribute this material provided in the Game in parts or as a whole. Administration grants the exclusive personal right to use the content, materials, and software of the Game to the User, in accordance to the rules of the Game, with the condition that the User, or any other third party will not copy or modify this content or software; create programs derived from the software provided; access the software to obtain the source code of the software sell, assign, lease, transfer materials and software of the Game to any third party, as well as modify the service to obtain unauthorized access to the Game software.
  - 2.3.11 User cannot use the errors in the Game software (bugs) they found to their advantage. If they are found, the User must inform the Administration of an error by publishing the details of this error in the appropriate part of the forum, by emailing the Administration on the appropriate address, or by sending a private message to the game Moderator or Administrator responsible for the appropriate part of the forum. User has no right to interfere with the software code, get unauthorized access to computer system, receive, without the proper permission of the Administration, access to the database of the Users' information or Game materials.
  - 2.3.12 User of the service is not allowed to:
    - - sell/buy for real money
    - - trade items or services that have materialistic value with any virtual (game) resources, in the Game field that Administration is providing as well as through other internet resources or webpages.
  - 2.4.1 User agrees that in case of violation of their responsibilities as listed in this Agreement, the Administration has a right to introduce sanctions aimed at the User, that can result in banning or stoppage of providing the Game service, or use any other methods of influence: warnings, temporary block (ban) of using the Game, request for compensation for damages or other actions.
  - 2.5.1 By using the Service, the User agrees that through the Service they can use the Service itself, its components, and the global Internet network. With the following Rules the User is notified and agrees that except for the information, services, or products, vividly

specified as the Service or its components, the Administration does not control information, services, or products provided or offered through Internet network. User accepts the full responsibility for the risks of using the Service in Internet network and accepts the fact that Administration does not bear any responsibility for any truthfulness or quality of information published by the Service Users, in advertisements or in webpages connected with links to the Service. Due to this, the User accepts the condition that all goods, information, and services offered or available through the Service or in Internet network (in except for boldly stated or provided by the Service itself), are provided by a third party that are not related or connected with Administration in any way. User accepts and bears the full responsibility for the risks of using the Service and the Internet network. User accepts the condition that only the User themselves is responsible for estimating the accuracy, completeness or usefulness of all opinions or services and other information, quality, or functions of goods or services provided by the Service or through Internet as a whole.

### **3 Rights and responsibilities of Administration**

- 3.1.1 Administration shall maintain confidentiality of registration data and other data about the User, excluding the cases required by law. Administration shall not change login or password of the User without their consent.
- 3.1.2 Administration shall, when technically possible, control informational messages of the users to monitor them in accordance with this Agreement and Rules. At the same time Administration does not bear any responsibility for the contents of the messages or materials published or distributed by the Users and does not guarantee the regularity or effectiveness of such control.
- 3.2.1 Administration does not bear any responsibility for damages and/or losses or other damages the User encounters through actions by the actions from a third party, as well as any claims from a third party.
- 3.2.2 Administration does not bear responsibility for actions of other service users for the User of the service.
- 3.2.3 Administration does not guarantee that software, texts, graphics or music provided in it, will meet the demands or expectations of the User.
- 3.2.4 Administration does not bear responsibility for interruptions in the Game service, for temporary errors or interruptions in the communication lines, or any other related interruptions, for the quality of the support service and the service as a whole, for safety of

Information materials of the User and virtual game resources, as well as damages or any other issues to the computer the User is using to join the Internet.

- 3.2.5 Administration does not guarantee that the software received through the Service or any other materials do not contain viruses or other harmful components.
- 3.2.6 Administration does not bear any responsibility and is not responsible for any damages caused to the User by using the service; in using the Service that are different from the purpose and reason this service was provided in; inability to use the Service or caused by dependence on information, services, or goods provide by the Service through the means of the Service, as well as the damages caused by errors or interruptions in the Game service, deletion of files, defects, delays in operations or data transmitting.
- 3.2.7 Administration does not bear any responsibility for losses suffered as a cause by using or not using the information about the Game by the User.
- 3.2.8 No advice or information provided by Administration or its representatives can be considered as a guarantee for any action, service, or good. Administration does not bear responsibility for the results and consequences of Users following the advice or consultations.
- 3.3.1 Administration has a right to send Users electronic messages of informational or technical manner related to the Game. Administration does not send Users unrelated or electronic or other messages (spam); in case the User received such a message from the Administration, the User must immediately contact the representatives of the Administration or the Administration.
- 3.3.2 Administration has a right to take any actions that are not considered illegal to limit or cease access to the Service for any party or organizations that violate the terms of this Agreement.
- 3.3.3 Administration has a right to delete or change in part or as a whole of any information placed or posted by the User in the Game or in the Game Resources without prior consent from the User's side, not specified by the following Agreement, as well as other agreements with the Administration or, specifically from the Administration's point of view, that are considered inappropriate, undesirable or violating the following Agreement. Administration is not responsible to provide any proof specifying the justification for any sanctions when User violates the terms of this Agreements, or separate parts of it or Additions.
- 3.3.4 Administration has a right to have rollback of any event in the Game, if the result of this even was achieved through violating the rules of the Game.
- 3.3.5 Administration can change the quality of the Service at any time

without sending a prior notice to the User.

- 3.3.6 Administration has a right to unilaterally and at any time to limit, increase, change, or stop providing service to the User without sending or issuing prior notice to the User.
- 3.3.7 Administration has a right to decline or stop the access to the Service to the User for the following reasons:
  - 1) User is taking actions that the Administration, solely from their point of view, considers as a wrongdoing and violating the terms of this Agreement. Administration is not required to inform the User or any other third party about stopping the access of the User or any other third party or for any consequences caused by the lack of such prior notice;
  - 2) User does not agree with the following terms and conditions of providing the Service;
  - 3) User declined to provide their information during the registration or provided false information;
  - 4) User is using the Service for any purpose contradicting with the terms specified in this Agreement, the laws of Republic of Latvia or international laws;
  - 5) User had a prior record or is violating the current Agreement;
  - 6) Stopping the operation of any communications service, as well as closure or suspension of the Game or Service operations;
  - 7) Force majeure

#### **4. Additional paid service of the Game**

- 4.1 Definitions
  - 1) Electronic money, named “Gold” – are items of value stored in electronic format in the game code of the Game, that are used as the currency for the payments between Administration that are expressing the amount of obligations of the Administration to the User when converting Electronic money into Game currency.
  - 2) Game currency – stored in electronic format in the software code of the Game, is a part of the script of the Game, the virtual currency used by the User in the Game.
  - 3) Virtual Account – an account in the database of the Game, having unique identification number issued to the User after agreeing to the terms of service, containing information about the amount of Electronic money currently belonging to the User at this particular moment.
- 4.2 The User has a right to carry out usage of the paid service only through the Game Administration website or through websites of authorized representatives – official partners. In case the User finds out about illegal operations, they must inform Administration about

such operations.

- 4.3 Administration shall ensure the proper working order of the software means used to receive information about transfer of funds.
- 4.4 Administration has a right to unilaterally decrease the game balance of the User if the Administration suspects or finds fraud that led to unjustified increase in their account, caused by any means including but not limited to technical failure of any component of the game or payment system.
- 4.5 Administration does not approve, support, or does not bear responsibility for any action from third parties or organizations that create paid service, thematically related to the game as well as selling any virtual resources in the game.
- 4.6 User has no right for a refund if the provision of service took place.
- 4.7 User has a right for a refund of funds, if the service requested was not provided during the next 5 working days.
- 4.8 Purchase of game currency does not give the User any special treatment and does not restrain the User from following the Rules and Agreement of the Game.
- 4.9 Administration has a right to refuse payment without providing any explanation.
- 4.10 All expenses caused by transfer of funds to the Administration, including taxes and commissions, the User bears from their own expense and from their own accounts.
- 4.11 User must contain and keep all information or documents proving proof of addition of Electronic money to their Virtual account during the whole duration of the User using the services of the Game, and provide the Administration with such documents, as well as information about the details of the completion of such payment, in case the Administration requests so.
- 4.12 All prices for paid services include VAT.

## **5. Changes in rules and agreements. Other conditions**

- 5.1 Administration retains the right to change this Agreement. User that does not agree with the changes in the Agreement has a right to stop using the Game or any Service provided by the Game. By continuing to use the Game after the changes to the Agreement, the User specifies their agreement to the changes in the Agreement and/or the Rules. User must regularly check this Agreement and Rules of the Game to monitor possible changes.
- 5.2 Recognition of one or more parts of this Agreement as violating the norms of Latvian or international law has no effect to the efficacy of the remaining parts of the Agreement or the document as a whole.



The absence from following any part of the Agreement from the side of the Administration must not be seen as a refusal from following this part of Agreement. Neither the common practice between the parties nor the practice of providing same or similar services cannot be used to lead a change in any of the parts of this Agreement.

- 5.3 All disputes arisen as a cause of this Agreement must be resolved through correspondence and negotiation. In case two parties do not reach an agreement on the issue, the dispute may be submitted by the interested party to the European Court of Arbitration, at the location of the Administration.