

Core®Online Terms of Use
Version 6,5 - Last modified: 20th December 2011

PLEASE READ THESE TERMS OF USE CAREFULLY AND IN CONJUNCTION WITH OUR [PRIVACY POLICY](#) AND [COOKIES POLICY](#). YOUR PARTICULAR ATTENTION IS DRAWN TO THE LIMITATION OF LIABILITY CONTAINED IN SECTION 3.2 BELOW.

These terms and conditions apply whenever you visit the Core®Online website located at www.coreonline.com (together with any and all sub-domains and/or or domain-extensions of that URL) (collectively, the “**Site**”) or use any or all of the Core®Online Services (as defined below). The Site and Services, trade marks and Intellectual Property Rights (as defined below) are all owned and operated from time-to-time by or for Square Enix Limited (“**Square Enix**”, “**we**”, “**us**” or “**our**”).

By visiting the Site and/or using any online services (including Core®Online Account Services), products, activities and/or features available on or accessible via the Site (“**Services**”), you indicate that you accept and agree to be bound by these Terms of Use, and our [Privacy Policy](#) and our [Cookies Policy](#) (together with any and all other terms, guidelines, rules and policies referred to therein). Your access to and playing of any Game will be strictly subject to these Terms of Use together with any applicable Game’s End User Licence Agreement (“**EULA**”) for the Game in question. Together, these constitute the entire agreement between you and Square Enix in relation to your use of the Site and the Services (collectively, the “**Terms of Use**”). If you do not agree to the Terms of Use, please do not use the Site or any Services.

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1 USE OF THE SERVICES

1.1 Children

We ask parents and guardians of children under the age of 18 (minors) to pay special attention to the online activities of their children and to read the Terms of Use carefully. In particular, parents and guardians should specifically make children under their care aware of the rules on User conduct and acceptable use under section 1.6 of these Terms of Use and of any other such important reminders contained in the Terms of Use.

It is the responsibility of parents or guardians to supervise their children's use of the Site and Services. Neither the Site nor any Service is intended for use by children under the age of 13, and we will not knowingly collect personally identifiable information from anyone under 13. No information should be submitted or posted to or on the Site by anyone under the age of 13. The Site and the Services are only intended for use by children over the age of 13 insofar as they are capable of comprehending and abiding by the Terms of Use as explained to them by a parent or guardian and are using the Services with the express permission of that parent or guardian. In circumstances where children are permitted to participate in a Service, we may require written permission to be given by a parent or guardian in accordance with such procedures as may be stipulated by us from time to time on the Site as a condition to such children's ability to use any Service on the Site.

Where applicable, our Games carry a voluntary or mandatory age-rating identified on the online information for the relevant Game. You should not play any Game that has a rating higher than your age and, if you are a parent or guardian, should not allow players under the minimum age requirement specified in the applicable age-rating for the Game in your jurisdiction to play the Game. By accessing any Game available on the Site you warrant to us that you, or anyone that you are supervising, meets any such minimum age requirements.

1.2 Service definitions

In these Terms of Use (in addition to the definitions given above):

"Approved Browser" means any web browser through which the Services may be accessed as specified on the Site from time to time;

"Core®Online Account" means any Core®Online Account for which a User has registered in order to access the Core®Online Account Service;

"Core®Online Account Service" means, collectively, the Services that are only available to Registered Users;

"Content" means any and all content on the Site (including text, software, applications, video, films, music, sound, audio files, get-up, graphics, icons, designs, pictures, photographs, illustrations, artwork, names, brands, logos, trade marks, data, statistics, information, messages, articles, blogs, notes, communications, ideas, advertisements, listings, links, compilations and other material, as well as their selection and arrangement);

"Game(s)" means an interactive computer game and any and all levels therein provided for play online via the Site accessed through an Approved Browser and developed or published by, for or under licence from Square Enix;

"Game Features" means any levels, points, health, energy, avatars, equipment, aids, characters, stories, weaponry, tools, cheats, time-advantages or other Content and any other features of a Game which may be made available to Users in connection with a Game from time to time including those which are conditional upon the redemption of Core®Points;

“Intellectual Property Rights” means any and all rights in and/or to: (a) patents; (b) inventions, discoveries, utility models and improvements whether or not capable of protection by patent or registration; (c) copyright and related rights; (d) moral rights; (e) design rights; (f) trade marks and service marks; (g) business or trade names, domain names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition; (h) database rights; (i) confidential information, know-how, trade secrets; and (j) other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

“Registered User” means any user who has applied for a Core®Online Account at www.coreonline.com/registration/, agreed to these Terms of Use and received a User Access Confirmation;

“Supply Contract” means any contract between you and us for the sale and purchase of Core®Points in accordance with these Terms of Use; and

“User” means any user of the Site.

In these Terms of Use, any reference to **“including”** or **“other”** or any similar words is without limitation.

1.3 Use of the Services and Game availability

The Site and its Services are provided and operated by or for Square Enix Limited, a company registered in England and Wales (company number 01804186 and VAT number GB 521500600), whose registered office is at: Wimbledon Bridge House, 1 Hartfield Road, London SW19 3RU, United Kingdom.

Access to the Site and Games is provided and permitted on a temporary basis, and subject always to the preservation of your consumer rights, we reserve the right to withdraw or modify any Service or Game that we provide on the Site with or without notice.

We do not guarantee that the Site or any Service will be available at any particular time or for any period of time, and we shall not be liable if for any reason the Site or any Service is unavailable (in whole or in part).

In particular, we do not guarantee that Games or Game Features will be available on the Site for any minimum period of time, regardless of whether or not you have redeemed Core®Points that you have purchased in return for the ability to play any such Game or to acquire access to Game Features therein. Where we remove a Game or Game Feature, we reserve the right (but are not obliged) to provide an alternative Game or Game Feature in its place chosen in our sole discretion.

At our sole discretion we may use your email address, as you have supplied it to us, to give you notice of any matter pertaining to these Terms of Use. In that event, notice will be deemed to be served immediately after transmission or posting of such email notice.

From time to time, we reserve the right to restrict access to certain Services to some Registered Users.

It is a condition of your right to use the Site and any Services that you comply at all times with the Terms of Use.

You are responsible for making all of the necessary arrangements in order that you have access to the Site including all connection and other charges incurred in visiting and accessing the Site and the Services. You are also responsible for the activities of all persons who access the Site through your internet connection and for ensuring that they are aware of these Terms of Use, and that they comply with them.

1.4 Registration and Accounts

1.4.1 Registration. To access and use certain Services via the Site, you will need to create a Core®Online Account by registering as a Registered User. A Core®Online Account allows you to create and maintain a personal profile and to participate in certain activities on the Site. Additional terms and conditions may apply from time to time in relation to certain Services via the Site and you will need to agree to these in addition to the Terms of Use in order to access those Services.

1.4.2 Creating a Core®Online Account. To create a Core®Online Account and register as a Registered User you will be required to accept these Terms of Use. When we deem in our sole discretion that you have met the registration criteria and have accepted you as a Registered User, a Core®Online Account will be created for you. We shall notify you of our acceptance by emailing you an acknowledgement of receipt and confirmation of creation of your Core®Online Account ("**User Access Confirmation**"). The User Access Confirmation will be sent to you by email to your Registered User email address and will provide you with instructions describing how to continue to play the Game or otherwise use our services. You will need to confirm that you have received the User Access Confirmation in order to become a Registered User, and follow any other instructions that the User Access Confirmation may provide, in order to activate your Core®Online Account and complete your registration.

1.4.3 Core®Points. If you wish to purchase and/or redeem Core®Points in order to use any of our Services, and we find that you are eligible, then you may only do so if you have accepted these Terms of Use. If you do not accept these terms, you will not be able to use Core®Points.

1.4.4 Personal Information. When registering as a Registered User you must select a password and provide certain other requested information. You agree that in doing so you will: (a) provide accurate, current and complete information about you whenever prompted or permitted by any Site registration process ("**Personal Data**"); and (b) maintain and promptly update your Personal Data and keep your Personal Data accurate, current and complete.

1.4.5 Security. You agree to maintain the security of your password and other Personal Data, and not to allow anyone else to use your password and not to disclose any of your Personal Data to anyone else. You will not request the passwords of other Users nor seek to elicit Personal Data from them, and you will not access other users' accounts using their passwords. This is as much for your own protection as for our and other Users' protection. You accept that you are fully responsible and liable for all use of, and all activity carried out using your password on any Service.

Any misuse of your registration details should be reported to Square Enix at <http://support.eu.square-enix.com> as soon as you become aware of such misuse.

1.4.6 Registration limitations. Registration does not automatically mean that you can use your Core®Online Account for all Services that we may offer via the Site. Separate registration may be required in order to access or use certain Services, each of which may be subject to: (a) eligibility criteria that you may not meet; and (b) acceptance of additional terms, conditions and restrictions, which may or may not be the same as the terms governing your Registration or Core®Online

Account. In particular, access to certain Services may be subject to: (i) a subscription charge or other payment; or (ii) age or other restrictions applicable to the Content as stipulated by us.

1.4.7 Profiles and communications made on the Site. You accept that your personal profile and communications with other Users via any message boards, blogs, forums, chats and any other avenues of communication on the Site are public communications, and that you have no expectation of privacy concerning any such profile and communications or your use of the Site, the Core®Online Account Service or any other Service. You acknowledge that personal information that you communicate via the Site may be seen and used by others and may result in unsolicited communications. We strongly encourage you not to disclose any personal information about yourself or any information that you consider private or that you wish to remain confidential in your communications via any Service.

Square Enix is not responsible for information that you choose to communicate to other Users via the Site or any Service. We are not responsible for the actions of other Users. You should use common sense when using the Services and communicating with others via the Services or when you are on the internet in general. Common sense rules regarding activity online include but are not limited to assuming that: other Users may not be who they say they are, or who you think they are; under no circumstances should you post or give out your real name or any other personal details that could identify who you are or where you live; and, always be wary of giving out details about what you do, where you go, your place of work/education or your physical attributes. Never give your bank account details to any User that you meet through the Site.

ABOVE ALL, WE STRONGLY ADVISE YOU AGAINST MEETING ANYONE THAT YOU KNOW ONLY FROM USING A SERVICE.

NOTE FOR PARENTS AND GUARDIANS: YOU SHOULD NEVER ALLOW CHILDREN IN YOUR CARE TO USE ANY OF THE SERVICES WHILE UNSUPERVISED. PLEASE ENSURE THAT YOUR CHILDREN DO NOT GIVE OUT TOO MUCH PERSONAL INFORMATION, AND THAT THEY UNDERSTAND HOW TO USE THE SERVICES SAFELY.

1.4.8 Termination of your Core®Online Account. You or we may terminate your access as a Registered User and shut down your Core®Online Account at any time and for any reason. If you wish to terminate your access as a Registered User and shut down your Core®Online Account, please contact our support service at <http://support.eu.square-enix.com> . We shall terminate your Core®Online Account as soon as reasonably practical after receiving your termination request. You accept that, to the fullest extent permitted by law, such termination is your sole right and remedy in relation to any dispute with us relating to your Core®Online Account as such. This acceptance does not affect your legal rights as a consumer in relation to any actual transaction concluded between you and us via your Core®Online Account (such as any purchase of Core®Points that you may make from the Site). If we terminate your Core®Online Account for any breach of the Terms of Use on your part, you will not be permitted to re-register as a Registered User without our express permission.

1.5 Proprietary rights

1.5.1 Content. With the sole exception of User Content (as defined below), all copyright, trade marks (registered or unregistered, and including Game titles and other Product names and all associated logos and other device marks associated with such titles and names), database rights and other Intellectual Property Rights in and to the Site and the Content are exclusively owned by Square Enix, its affiliates or its licensors. All rights are reserved.

No Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted or sold in any form or by any means (in whole or in part)

without Square Enix's prior written permission. Square Enix grants you a limited licence to access and use the Site and to print one copy of any page of text on the Site to which you have properly gained access solely for your personal, non-commercial reference, as long as you do not infringe our Intellectual Property Rights and keep all copyright or other proprietary notices intact. Such licence is revocable at any time without notice (and with or without reason). All rights to use, reproduce, copy and extract any Content not expressly specified in the Terms of Use are expressly reserved by Square Enix absolutely.

Any use of the Site or the Content (other than as specifically authorised in the Terms of Use or separately permitted in writing by Square Enix) is strictly prohibited and will terminate the licence granted above automatically. Unauthorised use may also violate applicable laws (such as copyright and trade-mark laws) and applicable communications statutes and regulations.

All moral rights of the respective authors of any Content are hereby asserted.

1.5.2 You agree that you acquire no right, title or interest in any characters, text, data, property or other matter which you may acquire, create or develop while using any Service (including any usernames, avatars, levels, stories, equipment, weaponry, tools, cheats, any in-game chat logs or other similar Game Features) (collectively "**Matter**") and confirm by your use of the Services that to the extent that such rights come into existence, you irrevocably grant us the irrevocable, worldwide, payment-free and transferable right and licence (with the right to grant sub-licences) to use, reproduce, publicly display, edit, modify, translate, disclose, communicate, broadcast, distribute, format and otherwise exploit in any manner we choose and for all commercial and other purposes all or any part of any such Matter. To the fullest extent permitted by law, you further irrevocably waive, and agree not to assert against Square Enix or our sub-licensees, any so-called "moral rights" that you may have in any Matter.

1.5.3 User Content. In these Terms of Use "**User Content**" means any and all Content (including your avatar, image and likeness) that you (or any other User(s) on your behalf) post, upload, publish, display, transmit, share, store or otherwise make available (collectively, "**post**") on or via the Site or in connection with the use of any Service, or transmit to or share with other Users.

You are solely responsible and liable for the content, accuracy, completeness and legality of User Content. In particular, you must ensure that you have the legal right under all applicable laws to post any User Content on the Site or in connection with the use of any Service, or transmit to or share such User Content with other Users. This means you must either be the sole owner of all the intellectual property and other rights in such User Content or have the prior written agreement of any third-party owner of such rights to make use of the User Content in question for the purposes set out in these Terms of Use. You warrant and undertake to us that: (a) you have the absolute unfettered right and title to post any User Content and to grant to us the rights and licences in respect of such User Content specified in the Terms of Use; and (b) all User Content shall be lawful and shall comply with our standards (such as the acceptable use policies in clause 1.6 below) contained in the Terms of Use or otherwise specified on the Site.

We are under no obligation to keep secure or to store any User Content for any period of time and shall have no liability to you for any damage, loss, liability, cost or expense incurred by you as a result of the loss or deletion of any User Content.

You irrevocably grant us the irrevocable, worldwide, payment-free and transferable right and licence (with the right to grant sub-licences) to use, reproduce, publicly display, edit, modify, translate, disclose, communicate, broadcast, distribute and format in any manner we choose and for all commercial and other purposes all or any part of any User Content. To the fullest extent permitted by law, you further irrevocably waive, and agree not to assert against Square Enix or our sub-licensees, any so-called "moral rights" that you may have in any User Content.

We also have the right to disclose your identity to any third party claiming that any User Content constitutes a violation of such third party's intellectual property rights, goodwill, reputation and/or right to privacy.

1.6 User conduct and acceptable use

1.6.1 User warranties. You warrant and undertake that no User Content will violate or infringe any third-party rights (including copyright, trade marks, rights of privacy or publicity or any other proprietary or personal rights) or contain harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable or otherwise unlawful material. You accept that you are personally responsible for your use of the Site and for all of your communication and activity on the Site (including any User Content).

1.6.2 Interactive Services. In addition, you understand that we may from time to time provide interactive services to Users of the Site ("**Interactive Services**"), which may include:

- chat rooms;
- bulletin boards;
- inter-User messaging functionality;
- message walls;
- on-line games including multiplayer games;
- inter-User game challenges; and/or
- avatar customisation.

You accept that we are entitled (but not obliged) to review the Site and, without prior notice to you, to delete or remove from the Site any User Content, or any aspect of our Interactive Services, in our sole discretion, including User Content that, in our sole judgement, violates the Terms of Use, or might be offensive or illegal, or might violate the rights (or harm or threaten the safety) of Users or others.

1.6.3 Moderation. While we reserve the right to moderate the use of any Service, we do NOT monitor or moderate any Interactive Service that we provide on the Site, nor do we pre-screen or approve any Content that may be posted by Users to the Site or on any Interactive Service. We expressly exclude our liability for any loss or damage arising from the use of any Interactive Service by a User in contravention of our content standards, or in breach of your or any other third-party's Intellectual Property Rights whether the Service is moderated or not.

1.6.4 COMPLAINTS: WE CANNOT GUARANTEE THAT YOU WILL NOT ENCOUNTER CONTENT THAT YOU CONSIDER OFFENSIVE OR OTHERWISE INAPPROPRIATE, OR THAT DOES NOT INFRINGE YOUR INTELLECTUAL PROPERTY RIGHTS AND WE ACCEPT NO LIABILITY FOR ANY FAILURE TO REMOVE (OR DELAY IN REMOVING) ANY SUCH CONTENT.

You may, however, make complaints, or request that we take-down any such content, by contacting our support service at <http://support.eu.square-enix.com> or by written notice to: Customer Services, Square Enix Europe, 1 Hartfield Road, Wimbledon Bridge House, London SW19 3RU, United Kingdom.

1.6.5 Minors. The use of any of our Interactive Services by minors is subject to the consent of their parents or guardians. We advise parents who permit their children to use an Interactive Service that it is important that they communicate with their children about their safety online. Minors who are using any Interactive Service should be made aware of the potential risks to them.

1.6.6 Prohibited use. You confirm that you will not:

- harvest or collect email addresses or other contact information of other Users from the Site or any Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- use the Site or any Service in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Site or any Service;
- use automated scripts to collect information from, or otherwise to interact with, the Site or any Service;
- post any Content that we consider to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable;
- impersonate any person, User or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity;
- post any unsolicited or unauthorised advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation;
- post any private information of any third party, including addresses, phone numbers, email addresses, social security numbers and payment method details so that it is publicly available on the Site;
- solicit personal information from anyone under 18 or solicit passwords or personally identifying information for commercial or unlawful purposes;
- post any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- post any Contributions that do not meet the Content Standards referred to below;
- post User Content that would constitute, encourage or provide instructions for any criminal offence, violate the rights of any person, or otherwise create liability or violate any local, state, national or international law; and/or
- post User Content that, in our sole judgement, is objectionable or restricts or inhibits any other person from using or enjoying the Site or any Service, or may expose us or Users to any harm or liability of any type.

You must not misuse the Site by knowingly introducing viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Site, the server on which the Site is stored or any server, computer or database connected to the Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Site will cease immediately.

We shall not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Site or to your downloading of any material posted on it, or on any website linked to it.

1.6.7 Content standards. The following standards apply to any and all material that you contribute to the Site and to any Interactive Services associated with it (collectively, and including any part(s) of the same, "**Contributions**"). You must comply with the spirit of the following standards, as well as the letter. Contributions must:

- be accurate (where stating facts);
- be genuinely held (where stating opinions); and
- comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- contain any material that is defamatory of any person;
- contain any material that is obscene, offensive, hateful or inflammatory;
- promote sexually explicit material;
- promote violence;
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe any copyright, database right or trade mark of any other person;
- be likely to deceive any person;
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- promote any illegal activity;
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- be likely to harass, upset, embarrass, alarm or annoy any other person;
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- give the impression that they emanate from us (if this is not the case); and/or
- advocate, promote or assist any unlawful act (such as, by way of example only, copyright infringement or computer misuse).

If you encounter another User on the Site who is making Contributions that do not meet our Content Standards or that is otherwise violating any of the Terms of Use, please immediately report the User to our support service at <http://support.eu.square-enix.com>.

We shall determine, in our sole discretion, whether there has been a breach by you of this section 1.6. Where a breach of this section 1.6 has occurred, we may take such action as we deem appropriate. Our decision is final.

Your failure to comply with this section 1.6 constitutes a material breach of the Terms of Use and may result in our taking any or all of the following actions:

- immediate, temporary or permanent withdrawal of your right to use the Site and any Services;
- immediate, temporary or permanent removal of any posting or material uploaded by you to the Site;
- issue of a warning to you;
- legal proceedings against you for reimbursement of all costs and expenses on an indemnity basis (including reasonable administrative and legal costs) resulting from the breach;
- further legal action against you; and/or
- demanding the disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

To the fullest extent permitted by law, we exclude liability for actions taken in response to breaches of this section 1.6. The remedies described above are not limited, and we may take any other action that we reasonably deem appropriate.

1.7 Your personal information

We shall process information about you in accordance with our [Privacy Policy](#) and [Cookies Policy](#). By using the Site and Services and (where applicable) by registering as a User, you consent to such processing and you warrant the accuracy of all data provided by you.

By placing any order for Core®Points via the Site, you agree that we may store, process and use personal data collected from you for the purposes of processing your order. We may share this information with group companies for this purpose. We may also work with third parties that help us

provide the Games to you. These third parties may include payment-method collection and payment companies and delivery companies. We do not communicate or store any payment method data, nor do we have access to any such information. For further information on how we may store, process and use your personal data, please refer to our [Privacy Policy](#) and [Cookies Policy](#). If you wish to have access to the information that we hold concerning you, to make any changes to that information or to change your privacy preferences, please email us at privacy@square-enix.com with your request.

2 CORE®ONLINE GAME ACCESS AND CORE®POINTS

2.1 Introduction

The terms and conditions on which we shall provide you with access to any Games from the Store are set out in this section 2.

Please read this section carefully before you purchase any Core®Points from the Site. You agree that the supply, sale and purchase of Core®Points and their use and redemption by you will be governed exclusively by these Terms of Use. No other terms and conditions will apply. We recommend that you print a copy of these Terms of Use for your reference.

When you log in to your Core®Online Account you will automatically be able to see the Games and Game Features that you have the right to play at that time in the “**My Games**” section.

2.2 Territorial availability

We do not guarantee that all of the Services and Games will be available for access and play by you in your jurisdiction. We also reserve the right from time to time to restrict all or part of the Services and/or the availability of any one or more Games or Game Features to consumers resident in certain countries only (“**Restricted Territories**”). In such a case, Games may not be requested from nor played when within any country that is outside of any Restricted Territories.

Where access to any Game, Game Features or Service is restricted to any Restricted Territories, Core®Points may not be redeemed in order to play any such Game or use any such Service from anyone not resident within a Restricted Territory.

You must not use any Services or view, access or play any Game or Game Features where it is unlawful to do so under the laws applicable in your jurisdiction. By using the Services you warrant that it is lawful for you to do so under the laws applicable in the country from which you are accessing the same.

Furthermore, if for any reason in your jurisdiction we are not entitled to supply Core®Points to you, you will not be able to purchase or redeem Core®Points in which case your ability to use the Services and play Games may be limited.

2.3 About you

By using the Services or placing an order for Core®Points you warrant that you are:

- (a) legally able and free to agree to these Terms of Use; and,
- (b) at least 18 years old ; or,
- (c) not yet 18 years old, but that you have the consent of your parent or guardian to access the Services and, where relevant, to purchase Core®Points and/or be involved in your other activities on the Site.

2.4 Accessing Games

We reserve the right, in our sole discretion, to refuse to provide you with access to a Game, for any reason, including but not limited to, because our game servers have reached their optimum capacity. Details of Games contained in promotional materials, advertising or elsewhere on the Site or other websites do not constitute offers by us to provide you with access to such Games.

We may (but are not obliged to) provide you with the opportunity to play the first level, or part thereof, of Games on the Site without becoming a Registered User. Where this is the case, by accessing and playing the Game, you agree that you do so exclusively on these Terms of Use. You will be required to register as a Registered User in order to play the Game beyond a defined point or to access certain Game Features. See section 1.4 (above) for further information on how to become a Registered User. We may (but are not obliged to) provide you with the opportunity to play the next section of the Game without requiring you to redeem any Core®Points as well.

Your ability to play a Game beyond a certain point or to access or use any other Game Features or other Content that we may make available on the Services may be subject to the redemption of a number of Core®Points. In such a situation, you may need to add Core®Points to your Core®Online Account which may be purchased through the Site. Any such purchases shall be made in accordance with these Terms of Use.

2.5 Core®Points System

The following policies govern the Core®Points System offered by us to Registered Users:

2.5.1 Introduction to Core®Points and the Core®Points System

The “**Core®Points System**” refers to an online system operated by us for the licensing, distribution, storage and redemption of Core®Points. “**Core®Points**” are virtual credits that may be redeemed by Registered Users exclusively for the provision by us of access to our Games, Game Features and Services. Access to and use of Core®Points issued by Square Enix is limited to Registered Users and may also from time-to-time be limited by territory.

2.5.2 Core®Points are Merely Licensed Virtual Goods and Have No Monetary Value

Core®Points represent a limited, revocable license to obtain certain services and/or goods offered by us. Core®Points have no monetary value and Registered Users do not have any personal property rights in Core®Points. Therefore, Core®Points may not be traded for cash, currency or any form of property, licence or rights except for the Games, Game Features and Services that we choose to offer Registered Users in our sole discretion. Registered Users may not transfer Core®Points to any other person or entity or receive Core®Points from any other person or entity for any reason. Please note that we may utilise technology to determine whether a Registered User has attempted to transfer a Core®Online ID to another person in order to attempt an unauthorised transfer of Core®Points, and You hereby consent in advance to our doing so. For further information on the use of tracking technology and how we store and process such data, please refer to our [Privacy Policy](http://www.square-enix.com/eu/en/privacy/) at <http://www.square-enix.com/eu/en/privacy/>

2.5.3 Adding Core®Points to a Core®Online Account

Registered Users may add Core®Points to their Core®Online Account by using an approved payment method and the Core®Points will be considered delivered to the Registered User on the day that the Core®Points are credited to their Core®Online Account. Registered Users must be authorised to use the payment method chosen and, in the case of minors using a credit or debit card of a parent or guardian, must have express permission from the card-holder to use such payment method. The current prices for Core®Points will be available at <http://support.eu.square-enix.com> and the prices quoted will be inclusive of VAT or any other sales tax payable in the relevant country, where the

Core®Points are purchased. The price for Core®Points is subject to change at any time without prior notice. Registered Users are responsible for the payment of any charges (excluding VAT/sales taxes, if included in the purchase price of Core®Points) in relation to the purchase or redemption of Core®Points.

2.5.4 Core®Points Gift Cards

We may distribute Core®Points gift cards or “points” cards in certain territories. A Registered User may redeem a Core®Points gift card or “points” card only in exchange for Core®Points. Once the unique code on a Core®Points gift card is inputted into the Core®Points System and the appropriate amount of Core®Points has been added to a Core®Online Account, the Registered User has received all value represented by the gift card (*i.e.*, the Registered User has a license to use a certain number of Core®Points) and the Core®Points gift card has no remaining value.

2.5.6 Core®Online Account Limits

In order to protect Registered Users’ security and to deter fraud, we may impose limits on the amount of Core®Points that each Registered User may license per transaction and per month. We may also limit the maximum amount of Core®Points that each Registered User may hold in a Core®Online Account at any one time. Registered Users may not set up multiple Core®Online Accounts in order to evade these limitations, and doing so may be grounds for termination.

2.5.7 Usage of Core®Points

Registered Users may redeem Core®Points for certain Games, Game Features and/or Services offered directly to the public by us on the Site. We reserve the right to adjust the amount of Core®Points due for each Game, Game Feature and Service at any time, at our sole discretion. Once redeemed, Core®Points will be deducted from a Registered User’s Core®Online Account balance and cannot be used again. Registered Users will have the opportunity to identify and correct any input errors prior to placing an order for Core®Points and before the transaction has been completed. Without prejudice to a Registered User’s statutory rights, which shall remain unaffected, a Registered User has no right to reverse a transaction once it is completed. However, if we determine that an incorrect price (in Core®Points) is identified for a Game or Service, we reserve the right to reverse and/or nullify any such transaction.

2.5.8 Rights of Withdrawal and No Cash Refunds

You have the right to withdraw from any transaction made on-line for the purchase of Core®Points within any statutory time limits established by law within the relevant jurisdiction where the purchase was made and before we credit Core®Points to your Core®Online Account. However, by completing an online transaction in order to add Core®Points to your Core®Online Account you consent to our immediately adding the Core®Points to your personal Core®Online Account for your immediate use and understand and accept that once we have added the ordered Core®Points to your Core®Online Account you can no longer cancel the order, without prejudice to your statutory rights as a consumer. Registered Users have no right to receive a cash refund for unused Core®Points. We will make available Games and Services at various price points so that Registered Users will have an opportunity to use any remaining Core®Points balances while the Core®Points System is available. Notwithstanding the foregoing, we will re-credit your account in the event that Core®Points are lost due to any Core®Points System malfunction. To request a refund in accordance with your statutory rights as a consumer, please contact http://sqex.to/eu_billing_refund.

If a third-party obtains access to a Core®Online Account by use of a Registered User’s Core®Online password, the Registered User must notify us immediately in order to be eligible for any possible remedial action. We will promptly investigate any claim of a compromised Core®Online Account and, in our sole discretion, may add some Core®Points to the balance if the third party depleted the

Core®Online Account without authorisation. We will NOT add Core®Points if we consider that the Registered User did not take appropriate steps to protect a Core®Online password from third parties, including members of the household.

2.5.9 Expiration of Core®Points and Termination of the Core®Points System

Core®Points purchased by Registered Users, if unused, will expire twenty four (24) months after the date the relevant Core®Points were credited to the Registered User's account. Registered Users will be provided with reasonable notice by email to the email address you provided to us on registration for your Core®Online Account that such unused Core®Points is about to expire so that they are given the opportunity to use any unused Core®Points before the actual expiry date.

Notwithstanding the foregoing, Core®Points that are given to Registered Users for free as a result of promotion, gift, award or other offer by Square Enix ("**BonusPoints**") may expire at whatever date is given by us in connection with the relevant promotion, gift, award or offer and such expiry date shall be at least fourteen (14) days from the date that the BonusPoints are given to Registered Users.

2.5.10 Improper Acquisition/Usage of Core®Points

Registered Users agree that we have the absolute right to manage and regulate the Core®Points System in our sole discretion. If we consider that there has been any fraudulent, abusive or unlawful activity with respect to a Registered User's Core®Points balance, then we may reduce or delete the Registered User's Core®Points balance, or deactivate, suspend or terminate access thereto. If we accidentally credit a Core®Points balance inappropriately, we reserve the right to remove the Core®Points from that Core®Online Account at any time.

If a Registered User believes that we have accidentally deducted Core®Points from a Core®Online Account, or that their Core®Points have not properly credited a Core®Online Account, the Registered User must notify us as soon as practical so that an investigation may occur.

If a Registered User notifies us that the Registered User contests one of our decisions relating to a Core®Online Account, we will use reasonable efforts to investigate the Core®Points balance that has been reduced and Core®Online Accounts that are suspended or terminated.

2.5.11 Termination of Core®Online Account

If a Registered User (a) is banned from accessing any Services or Game for violation of the Terms of Use or (b) voluntarily terminates the Registered User's Core®Online Account, we reserve the right to delete the Core®Online Account and all Core®Points permanently, without liability to the Registered User except as required by law.

2.5.12 Changes to the Core®Points System

We reserve the right to change the way that the Core®Points System operates, or to terminate the Core®Points System altogether, at any time, in our sole discretion. In the event that we choose to terminate the Core®Points System, you shall be given reasonable notice by email to the email address you provided to us on registration for your Core®Online Account to redeem any unused Core®Points held by you in your Core®Online Account for Games and/or Services offered by us. The foregoing rights will be subject to and do not affect your statutory rights as a consumer.

2.5.13 Core®Points and Virtual Goods Waiver

BY ACCEPTANCE OF THESE TERMS OF USE OR USE OF THE CORE®POINTS SYSTEM, REGISTERED USERS AGREE TO THE EXTENT PERMITTED BY LAW NOT TO ASSERT OR BRING ANY CLAIM OR SUIT AGAINST US, OUR AFFILIATES, SERVICE PROVIDERS,

SHAREHOLDERS, DIRECTORS OR EMPLOYEES, ARISING OUT OF OR RELATED TO CORE@POINTS OR THE CORE@POINTS SYSTEM, OR WHICH IS BASED ON A THEORY THAT REGISTERED USERS "OWN" CORE@POINTS OR ANY VIRTUAL GOODS IN ANY GAME OR SERVICE OFFERED BY US OR OUR AFFILIATES.

Square Enix will be the sole issuing authority for Core@Points and Core@Points purchased from Square Enix may only be redeemed by Registered Users for the purchase of Games and/or Services offered by Square Enix at the following URL <http://www.coreonline.com/>.

If you want to make a complaint about any aspect of the Core@Points service please write to Square Enix at its registered office address (Wimbledon Bridge House, 1 Hartfield Road, London SW19 3RU, England) marked for the attention of the Legal Department.

If you require any technical or customer support assistance when purchasing Core@Points or using the Core@Points service please contact http://sgex.to/eu_techsupport_coreonline.

2.6 Game Availability

In order to access any Game or Service, you will need to have access to the internet. If you do not have sufficient bandwidth you may only be able to play the Game on your computer with difficulty, and you may not be able to access it all. You will NOT be able or entitled to download a copy of the Game onto your computer or onto any other medium.

PLEASE CHECK THE MINIMUM HARDWARE AND DOWNLOAD SPEED REQUIREMENTS (IF THESE ARE PROVIDED) BEFORE YOU PURCHASE THE RIGHT TO PLAY A GAME, YOU MAY NOT BE ABLE TO PLAY THE GAME AS IT WAS INTENDED TO BE PLAYED, OR AT ALL, IF YOUR SYSTEM DOES NOT MEET THE MINIMUM HARDWARE AND DOWNLOAD SPEED REQUIREMENTS AND WE SHALL NOT BE LIABLE TO YOU IF THIS IS THE CASE.

You are responsible for meeting all costs associated with accessing the Site, using the Services and playing Games and for making sure that your hardware meets the minimum requirements for the operation of any Games.

2.7 Pricing and payment

The purchase price of any Core@Points will be that quoted from time-to-time on the Site, except in cases of obvious error when it shall be subject to amendment.

All prices are inclusive of any applicable taxes (including VAT). If, however, the rate of VAT changes between the date of your order and the date of delivery, we shall adjust the VAT you pay, unless you have already paid for the Core@Points in full before the change in VAT takes effect.

All Core@Points prices exclude additional transaction fees and delivery charges, which will, at the time when you place your order, be indicated to you on the payment page of the Site and added to the total amount due.

You may only access Games, Game Features and other Services using Core@Points. No other methods of payment will be accepted.

It is always possible that, despite our reasonable efforts, some Services, Games or Game Features on the Site may have the incorrect number of Core@Points ascribed to them. If the current number of Core@Points ascribed to a Service, Game or Game Feature is different to that which was displayed on the Site at the time when you placed your order to redeem your Core@Points for that Service, Game or Game Feature as applicable, we may, at our sole discretion, either contact you in order to

confirm whether you wish to proceed with your order at the current number of Core®Points, or reject your order and notify you of such rejection.

If the current number of Core®Points ascribed to a Service, Game or Game Feature is lower than that displayed on the Site at the time when you placed your redemption order, we may, at our discretion, choose to supply you with access to that Service, Game or Game Feature at the lower or higher number of Core®Points. We are under no obligation to provide the Product to you at the incorrect number of Core®Points if the error is obvious and unmistakable and could reasonably have been recognised by you as an error.

You will need to supply your payment method details when you purchase Core®Points. Your payment method will be charged when you purchase Core®Points, even if you are not able to obtain access to the Site until a later date. No Core®Points will be awarded to you until your payment method supplier has authorised the use of your payment method for payment.

2.8 Written communications

Applicable laws require that some of the information or communications that we send to you should be in writing. By registering as a Registered User and making purchases of Core®Points via the Site, you accept that communication between you and us will be mainly electronic. We shall contact you by email to the email address provided by you when you register as a Registered User or provide you with information by posting notices on the Site. For contractual purposes, you agree to these electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This section 2.8 does not affect your rights under applicable laws.

3 GENERAL

3.1 Core®Online Software

Through the Site and Services, Square Enix offers Games that have been developed by or which are under licence to Square Enix (including any updates, or other patches for those Games, the Site and any related software) ("**Software**").

Such Software may be supplied with a limited warranty whose terms are contained in an End User Licence Agreement ("**EULA**") accompanying such Software. The terms and conditions of the relevant EULA will contain those further details and you may be required to agree to any such EULA before you are permitted to have access to a Game or Game Features.

Your right to download, install and otherwise use any Software under licence is governed by and subject to the terms and conditions of any applicable EULA. If requested, you must accept the terms of the EULA in order to be able to use such Software and to use it lawfully. If you do not wish to be bound by the terms and conditions of the EULA you may not use the relevant Software.

Where you are not required to accept the provisions of a EULA, you are instead now granted a limited, personal, non-transferable, non-sublicensable, non-exclusive licence to use the Software concerned solely for your private non-commercial use, on a single personal computer only for the purposes for which it was intended as more particularly specified below, and subject always to your compliance with applicable laws. All other rights attaching to the Software are reserved absolutely by the respective licensors of the Software.

You agree not to copy, publish, distribute, communicate to the public, transmit, sublicense, rent, lease, lend, translate, perform, resell, create derivative works, modify, decompile, disassemble, reverse-engineer any Software unless and then only to the extent permitted by a mandatory provision

of applicable law. Unauthorised use of computer software may be an infringement of copyright and be liable to civil and criminal sanctions.

Software may include technological measures that are designed to prevent unlicensed or illegal use of the Software. You agree that we may use such measures, and that you will follow the requirements regarding such technological measures as may be described in the EULA or any other documentation accompanying the Software.

By making use of any Software, you accept: (a) the existence and use of digital rights management software ("**DRM**"), including the downloading of copy protection software and certain DRM data and licence information which may or may not be uninstalled if you uninstall the Software; and (b) the possibility of limits on your use of such Software).

3.2 Limitation of liability

If any Software that you obtain a right to use under these Terms of Use is subject to a EULA, such EULA sets out the extent of our warranties and our entire liability with respect to such Software and the physical media (if any) on which such Software is supplied. To the extent of any inconsistency between the provisions of any such EULA and these Terms, the provisions of the EULA shall prevail.

For any Software that is not subject to a EULA, our liability to you with respect to such Software is as set out below.

Subject to the foregoing, unless and to the extent only that the following exclusions are incapable of exclusion by applicable law, the Site and all its features (including any Games or other Services) are used by you at your risk and are provided on an "as is" and "as available" basis without any guarantees, warranties, representations, terms or conditions of any kind (whether express or implied by legislation or operation of law).

To the fullest extent permitted by law:

- (a) we do not guarantee nor do we make any warranties or representations that the Site, the Games, Game Features or any other Service will be available at all or at any times or that it will be error-free, uninterrupted or secure;
- (b) to the fullest extent permissible by applicable laws, Square Enix expressly disclaims all warranties, representations, terms and conditions of any kind (express or implied), including any implied warranties, terms or conditions of merchantability, fitness for purpose, satisfactory quality, title, non-infringement of intellectual property and other third-party rights in relation to the Site or any Games or other Services or activities sold, supplied or otherwise made available on or via the Site;
- (c) neither Square Enix nor any of its affiliates, licensors, suppliers, successors and assignees or its or their respective officers, employees, agents or contractors (together, the "**Square Enix Parties**" and each, a "**Square Enix Party**") shall be liable to you for any indirect, special or consequential loss that is suffered or incurred by you in connection with the performance (or non-performance) of any Supply Contract (or with your use of, or inability to use, the Site or any Services, any websites linked to it and any materials posted on it), and that falls within any of the following categories:
 - (i) loss of income or revenue;
 - (ii) loss of business;
 - (iii) loss of profits or contracts;
 - (iv) loss of anticipated savings;
 - (v) loss of data;

- (vi) loss of goodwill; and/or
 - (vii) wasted management or office time; and
- (d) no Square Enix Party shall be liable for any damage to your equipment or any computer software or system or loss of data that may result from the use of any third-party material or software downloaded via or for use of the Site, nor do we endorse, warrant or guarantee any third-party product or service offered via the Site, nor will we be a party to (or in any way be responsible for monitoring) any transaction between you and third-party providers of products or services.

Despite the preceding provisions of this section 3.2:

- (A) Some states or jurisdictions may not allow the exclusion or limitation of certain warranties or conditions. Where that is the case (and to such extent), the exclusions and limitations of liability in these Terms of Use may not apply to you.
- (B) Nothing in these Terms of Use in any way limits our liability to you for: (1) death or personal injury caused by our negligence; (2) fraud or fraudulent misrepresentation; (3) any deliberate repudiatory breaches of these Terms of Use or of any Supply Contract by us; (4) any loss or damage (whether financial or otherwise) that is a direct and foreseeable result of any breach of these Terms of Use or of any Supply Contract on our part; (5) any breach by us of any warranties, terms or conditions implied into these Terms of Use or any Supply Contract by applicable law; and/or (6) any other liability to the extent that such liability cannot be excluded or limited under applicable law.
- (C) **NOTHING IN THESE SITE TERMS AFFECTS YOUR RIGHTS AS A CONSUMER UNDER LAW.** If you would like information on such rights, you should contact your local trading standards service or citizens' advice bureau.

3.3 Indemnity

You agree to indemnify and to keep indemnified each Square Enix Party (as defined in section 3.2 above) in full for the amount of any and all claims, proceedings, actions, demands, damages, losses, liabilities, costs and expenses suffered or incurred by such Square Enix Party, in each case as a result of or in connection with: (a) your use of, or conduct on, the Site; (b) any breach of any of your obligations, warranties, representations or undertakings under the Terms of Use; (c) any improper or illegal use of your Core®Online Account by any person(s); and/or (d) your posting of any User Content.

3.4 Third-party software, links and data

3.4.1 Third-party software. We are not responsible for any technical or other issues that may arise if you download and use any third-party software, whether made available via the Site or from an external third-party website.

3.4.2 Links. We are not responsible for any links to external third-party websites or pages of or content contained in or made available via any such third-party website (including links to personal profiles, user groups or videos on social networking or video upload sites) that may be provided on the Site by us or by you or any other User who posts any such link on the Site. Such links do not constitute endorsements by Square Enix. We have no control over the content of linked websites and make no warranties or representations about third-party websites or goods or services offered on or via third-party websites.

You may link to the home page of the Site only, as long as you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you. The Site must not be framed on any other website, nor may you create a link to any part of the Site other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in these Terms of Use.

3.4.3 Third-party data. We are not responsible for any data provided by third-party data feeds available via the Site. We have no control over the content provided by such third-party data feeds and make no warranties or representations about such data or data-feed services.

3.5 Advertising and sponsorship

The Site may contain advertising and sponsorship. You accept that advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Site complies with applicable laws, codes and regulations. We exclude, to the fullest extent permitted by law, any responsibility for any error or inaccuracy appearing in any advertising or sponsorship material.

3.6 Competitions, prize draws and promotions

We may from time to time run competitions, free prize draws and/or other promotions on the Site. These will be subject to additional terms and conditions that will be made known to you at the relevant time.

3.7 Suspension and termination

We may, at our sole discretion, suspend or terminate the provision of any part of the Site or any Service or restrict your access to it without any prior notice to you where (by way of example and without limitation): (a) there is a regulatory or statutory change limiting our ability to provide such part of the Site or such Service; (b) any event beyond our reasonable control prevents us from continuing to provide such part of the Site or such Service (for example, without limitation, technical difficulties, capacity problems or communications failures); and/or (c) we reasonably consider that you are misusing the Services or are otherwise acting in breach of any of the Terms of Use.

3.8 Events beyond our control

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that we have to you that is caused by any event, act, omission or circumstance beyond our reasonable control ("**Force Majeure Event**"). A Force Majeure Event includes any strike, lock-out or other industrial action (other than by Square Enix staff), civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport, impossibility of the use of public or private telecommunications networks (including the world wide web) and the acts, decrees, legislation, regulations or restrictions of any government).

Our performance of any Supply Contract and provision of any Services is deemed to be suspended for the period that the Force Majeure Event continues, and we shall have an extension of time for performance for the duration of that period. We shall use reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations to you may be performed despite the Force Majeure Event.

3.9 Changes to these Terms of Use

We reserve the right to make changes to any part of the Site or any Service and/or to these Terms of Use from time to time. We will notify you of any changes to these Terms of Use by posting the modified terms on the Site (including the date on which these Terms of Use were last modified). If you use the Site after we have posted such changes, you will, by continuing to use the Site, be agreeing to be bound by the modified Terms of Use. If you do not agree to be bound by the modified Terms of Use, you should not continue to use the Site.

For each Supply Contract, you will be subject to the version of these Terms of Use in force at the time when you purchase any Core@Points from us, unless any change to these Terms of Use is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you).

3.10 Miscellaneous

Notices. All notices given by you to us must be given to us at the web or postal address set out in section 3.11 below. We may give notice to you at either the email or postal address that you provide to us when registering as a Registered User or by posting notices on the Site. Notice will be deemed received and properly served immediately when posted on the Site, 24 hours after an email is sent, or five days after the date of posting of any letter (whichever occurs first). In proving service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

Assignability. You may not assign, sub-license or otherwise dispose of any of your rights under these Terms of Use. Without limiting the foregoing, any Supply Contract is binding on you and us and on our respective successors and assignees. You may not transfer, assign, charge or otherwise dispose of any Supply Contract (or any of your rights or obligations under it) without our prior written consent. We may transfer, assign, charge, sub-contract or otherwise dispose of any Supply Contract (or any of our rights or obligations under it).

Entire agreement. These Terms of Use (including all provisions incorporated by reference in these Terms) contain the entire agreement, and supersede any previous agreement (whether oral or written), between Square Enix and you in relation to the subject-matter of these Terms of Use, including for the purposes of each Supply Contract. Each party acknowledges that such party is not relying on any warranty, representation or other assurance except as expressly set out or referred to in these Terms of Use. Nothing in these Terms of Use shall limit or exclude any liability for fraud.

Prevalence. In the event of any inconsistency between the provisions set out in these Terms of Use and any other terms and conditions referred to in these Terms of Use, the provisions set out in these Terms of Use shall prevail. For this purpose, however, an omission (whether deliberate or inadvertent) shall not be understood as giving rise to an inconsistency.

No partnership etc. No partnership, joint venture, agency or employment relationship is intended or created by these Terms of Use.

Third-party rights. These Terms of Use are not intended to confer, and do not confer, any rights or remedies on any person other than the parties to these Terms of Use, except that any Square Enix Party may enforce any right or remedy expressly conferred on such Square Enix Party under these Terms of Use.

Non-waiver. Failure by either party to insist on strict performance of, or to exercise any right or remedy under, these Terms of Use shall not constitute a waiver of that right or remedy and shall not relieve the defaulting party from compliance with such party's obligations. A waiver by either party of any default shall not constitute a waiver of any subsequent default. No waiver by either party shall be

effective unless it is expressly stated to be a waiver and is notified to the other party in writing in accordance with section 3.11 below.

Severability. If any provision(s) of these Terms of Use or of any Supply Contract is found to be invalid, unlawful or unenforceable by any court or other authority of competent jurisdiction, the remaining provisions will continue to be valid, lawful and enforceable to the fullest extent permitted by law.

Governing law and jurisdiction. These Terms of Use, each Supply Contract and any related dispute or claim (contractual or non-contractual) shall be governed by, and interpreted in accordance with, English law and subject to the non-exclusive jurisdiction of the English courts. We reserve the right to bring any action(s) in any other court(s) of competent jurisdiction.

3.11 Contact us

If you have any queries concerning any of these Terms of Use, our Games or your order, please contact our support service:

- at this web address <http://support.eu.square-enix.com> ; or
- by post at Customer Services, Square Enix Europe, Wimbledon Bridge House, 1 Hartfield Road, London SW19 3RU, United Kingdom.