

# EXHIBIT O

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# WORLD OF WARCRAFT(R) TERMS OF USE AGREEMENT

Last Updated June 2, 2005

IMPORTANT! PLEASE READ CAREFULLY.

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND BLIZZARD ENTERTAINMENT, INC. BY CLICKING "ACCEPT" BELOW, YOU ACCEPT ALL TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT WISH TO ACCEPT THIS AGREEMENT, YOU SHOULD CLICK "REJECT." IF YOU REJECT THIS AGREEMENT WITHIN THIRTY (30) DAYS AFTER FIRST PURCHASING THE WORLD OF WARCRAFT SOFTWARE, YOU MAY CONTACT BLIZZARD ENTERTAINMENT'S CUSTOMER SERVICE AT (800) 592-5499 TO ARRANGE TO RETURN THE WORLD OF WARCRAFT SOFTWARE FOR A FULL REFUND OF THE PURCHASE PRICE. IN THE EVENT THAT YOU ESTABLISHED AN ACCOUNT MORE THAN THIRTY (30) DAYS AGO AND DO NOT WISH TO ACCEPT THIS AGREEMENT, PLEASE REFER TO SECTION 10.

Welcome to Blizzard Entertainment's massively multi-player on-line role-playing game, World of Warcraft(r) ("World of Warcraft"). World of Warcraft is the copyrighted work of Blizzard Entertainment, Inc., a corporation organized under the laws of the State of Delaware, United States of America, or its suppliers or licensors (collectively, "Blizzard Entertainment"), and all use of Blizzard Entertainment's proprietary World of Warcraft on-line service (the "Service") is governed by the terms and conditions contained in this Agreement, including any future revisions (hereafter referred to as the "Terms of Use" or "Agreement"). This Agreement is in addition to, and does not replace or supplant, the End User License Agreement that accompanied the World of Warcraft software (the "EULA") and to which the World of Warcraft software is subject. Any use of World of Warcraft not in accordance with the Terms of Use is expressly prohibited. You represent that you are a 'natural person' who is over the age of eighteen (18) years old, or over the age of majority in the country where you are a citizen, and agree to these Terms of Use on behalf of yourself and, at your discretion, for one (1) minor child for whom you are a parent or guardian and whom you have authorized to use the account you create on the Service (the "Account").

## 1. Establishment of a World of Warcraft Account.

A. You may establish one (1) user account (the "Account") with which to play World of Warcraft by accessing the Service pursuant to the terms, conditions and restrictions contained in this Agreement. In order to establish an Account, you must be a 'Natural Person,' who is the age of majority in the country where you are a citizen. Corporations, Limited Liability Companies, partnerships, or any other form of legal entity other than that of a "natural person" may not establish an account, and by accepting this Agreement, you hereby represent and warrant that you meet these eligibility requirements. You may not share the Account with anyone, except that if you are a parent or guardian, you may permit one (1) minor child to use the Account when not in use by you. You are liable for all uses of the Account.

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11-13-, 2007, No. Pgs. 14  
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Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in the Account, and you further acknowledge and agree that all rights in and to the Account are and shall forever be owned by Blizzard Entertainment.

B. To register an Account to play World of Warcraft, you will be required to provide Blizzard Entertainment with: (i) your name, address and phone number; (ii) the "Authentication Key" from the World of Warcraft Software you purchased; (iii) accurate, complete, and updated billing information for payment of the Service subscription fee. Failure to comply with the foregoing or to update the foregoing if your contact information or billing information changes shall constitute a breach of this Agreement, which may result in the immediate termination and deletion of the Account. As such, it is imperative that you provide Blizzard Entertainment with accurate, up to date information. In the event that Blizzard Entertainment learns that you have provided false or misleading registration information, Blizzard Entertainment reserves the right to immediately terminate and disable or delete the Account.

C. You hereby agree to pay all charges incurred by the Account, including applicable taxes, in accordance with billing terms for access to the Service that are in effect at the time that the fee or charge becomes payable. Your right to access to the Service is subject to any limits established by Blizzard Entertainment or by your credit card issuer, billing service, 'World of Warcraft Game Card Agreement,' or other payment methods authorized by Blizzard Entertainment. Blizzard Entertainment may, in its sole and absolute discretion, suspend or terminate your access to the Service and disable or delete the Account, if: (i) payment cannot be charged to your credit card; (ii) your charge is returned to Blizzard Entertainment for any reason; (iii) you are paying by cash and you fail to pay the monthly subscription fee for the upcoming month; or (iv) you use all of the allotted time that you have purchased to access World of Warcraft via a "World of Warcraft Game Card" or similar instrument. If you have a balance due on the Account, you agree that Blizzard Entertainment can charge these unpaid fees to your credit card or debit them from your debit card, as applicable. You agree to reimburse Blizzard Entertainment for all costs and expenses incurred by Blizzard Entertainment in collecting payment due hereunder, including without limitation all bank or service charges, and any reasonable attorneys' fees.

D. During the registration process, you will be required to select a user name and a password that are specific to the Account (collectively referred to hereunder as "Password"). Your Password is to be kept confidential at all times and you are solely responsible for the security of your Password. You may not disclose your Password to anyone, or allow your Password to be used by anyone other than yourself and/or your one (1) minor child. Blizzard Entertainment is not responsible for any harm that may result to the Account (including without limitation the deletion or modification of characters in the Account) as a result of a lost or shared password. The user name you choose shall be subject to the naming guidelines contained in this Terms of Use Agreement.

E. Blizzard Entertainment does not recognize the transfer of Accounts, and any authorized transfer of the World of Warcraft software (as set forth on the worldofwarcraft.com website) will result in the permanent deletion of the Account attached to that software. You may not offer any Account for sale or trade, and any such offer is a violation of this Agreement and may result in suspension or termination of the Account.

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

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

Your license to use World of Warcraft is limited by this Terms of Use and the World of Warcraft End User License Agreement which you were required to accept when you installed World of Warcraft. Limitations on your right to use World of Warcraft may include, but not necessarily be limited to, the following:

A. Blizzard Entertainment expressly reserves the exclusive right to create derivative works based on World of Warcraft. This means that you may not create derivative works based on World of Warcraft, without the prior express, written permission of Blizzard Entertainment.

B. Only Blizzard Entertainment or its licensees have the right to host World of Warcraft! Accordingly, you may not host, provide matchmaking services for, or intercept, emulate or redirect the communication protocols used by Blizzard Entertainment as part of World of Warcraft, regardless of the method used to do so. Such prohibited methods may include, but are not limited to, protocol emulation, reverse engineering, modifying World of Warcraft, adding components to World of Warcraft, or using a utility program to host World of Warcraft.

C. You agree that you will not (i) modify or cause to be modified any files that are a part of a World of Warcraft installation; (ii) create or use cheats, "mods", and/or hacks, or any other third-party software designed to modify the World of Warcraft experience; (iii) use any third-party software that intercepts, "mines", or otherwise collects information from or through World of Warcraft; or (iv) allows players who are playing characters aligned with the "Alliance" faction to chat or otherwise communicate directly with players who are playing characters aligned with the "Horde" faction, or vice versa. Notwithstanding the foregoing, you may update World of Warcraft with authorized patches and updates distributed by Blizzard, and use authorized Third Party User Interfaces as set forth in Section 13(f), below.

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

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

As with all things, World of Warcraft is governed by certain rules of conduct that must be adhered to by all users of World of Warcraft. It is your responsibility to know, understand and abide by these rules of conduct. The following rules are not meant to be exhaustive, and Blizzard Entertainment reserves the right to determine which conduct it considers to be outside the spirit of the game and to take such disciplinary measures as it sees fit up to and including termination and deletion of the Account. Blizzard Entertainment reserves the right to modify these Rules of Conduct at any time pursuant to Section 10 of this Agreement.

#### **A. Rules Related to User Names.**

Each user will either select a character name or allow the World of Warcraft software to automatically select a character name at random. Additionally, users may form "guilds" and such guilds will be required to choose a name for the guild. When you choose a character name, create a guild, or otherwise create a label that can be seen by other players of World of Warcraft, you must abide by the following guidelines as well as the rules of common decency. If Blizzard Entertainment finds such a label to be offensive or improper, it may, in its sole and absolute discretion, change the name, remove the label and corresponding chat room, and/or suspend or terminate your use of World of Warcraft.

In particular, you may not use any name:

1. Belonging to another person with the intent to impersonate that person, including without limitation a "Game Master" or any other employee or agent of Blizzard Entertainment;
2. That incorporates 'swear' words or which are otherwise offensive, defamatory, vulgar, obscene, hateful, or racially, ethnically or otherwise objectionable;
3. Subject to the rights of any other person or entity without written authorization from that person or entity;
4. That belongs to a popular culture figure, celebrity, or media personality;
5. That is, contains, or is substantially similar to a trademark or service mark, whether registered or not;
6. Belonging to any religious figure or deity;
7. Taken from Blizzard Entertainment's Warcraft products, including character names from the Warcraft series of novels;
8. Related to drugs, sex, alcohol, or criminal activity;

9. Comprised of partial or complete sentence (e.g., "Inyourface", "Welovebeef", etc);
10. Comprised of gibberish (e.g., "Asdfasdf", "Jjxccm", "Hvlldrm");
11. Referring to pop culture icons or personas (e.g. "Britneyspears", "Austinpowers", "Batman")
12. That utilizes "Leet" or "Dudespeak" (e.g., "Roflcopter", "xxnewbxx", "Roxxyou")
13. That incorporates titles. For purposes of this subsection, "titles" shall include without limitation 'rank' titles (e.g. , "CorporalTed," or "GeneralVlad"), monarchistic or fantasy titles (e.g., "KingMike", "LordSanchez"), and religious titles (e.g., "ThePope," or "Reverend Al").

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

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

Communicating with other Users and Blizzard Entertainment representatives is an integral part of World of Warcraft and is referred to in this document as "Chat." Your Chat sessions may be subject to review, modification, and/or deletion by Blizzard Entertainment without notice to you. Additionally, you hereby acknowledge that Blizzard Entertainment is under no obligation to monitor Chat, and you engage in Chat at your own risk. When engaging in Chat in World of Warcraft, or otherwise utilizing World of Warcraft, you may not:

- (i) Transmit or post any content or language which, in the sole and absolute discretion of Blizzard Entertainment, is deemed to be offensive, including without limitation content or language that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, hateful, sexually explicit, or racially, ethnically or otherwise objectionable, nor may you use a misspelling or an alternative spelling to circumvent the content and language restrictions listed above;
- (ii) Carry out any action with a disruptive effect, such as intentionally causing the Chat screen to scroll faster than other users are able to read, or setting up macros with large amounts of text that, when used, can have a disruptive effect on the normal flow of Chat;
- (iii) Disrupt the normal flow of dialogue in Chat or otherwise act in a manner that negatively affects other users including without limitation posting commercial solicitations and/or advertisements for goods and service available outside of the World of Warcraft universe;

(iv) Sending repeated unsolicited or unwelcome messages to a single user or repeatedly posting similar messages in a Chat area, including but not limited to continuous advertisements to sell goods or services;

(v) Communicate or post any user's personal information in or on the World of Warcraft, or websites or forums related to World of Warcraft, except that a World of Warcraft user may communicate his or her own personal information in a private message directed to a single user;

(vi) Use bots or other automated techniques to collect information from World of Warcraft or any forum or website owned or administered by Blizzard Entertainment;

(vii) Harass, threaten, stalk, embarrass or cause distress, unwanted attention or discomfort to any user of World of Warcraft; or

(viii) Cheat or utilize World of Warcraft "exploits" in any way, including without limitation modification of the game program files.

(ix) Participate in any action that, in the sole and absolute opinion of Blizzard Entertainment, results or may result in an authorized user of World of Warcraft being "scammed" or defrauded out of gold, weapons, armor, or any other items that user has earned through authorized game play in World of Warcraft.

### **C. Rules Related to Game Play**

Game play is what World of Warcraft is all about. Accordingly, the rules that govern game play in World of Warcraft are taken very seriously by Blizzard Entertainment. Note that Blizzard Entertainment considers all valid play styles in World of Warcraft to be part of the game, and not harassment, so player-killing the enemies of your race and/or alliance, including gravestone and/or corpse camping, is considered a part of the game. Because World of Warcraft is a "player vs. player" game, you should always remember to protect yourself in areas where the members of hostile races can attack you, rather than contacting Blizzard Entertainment's in-game customer service representatives, referred to herein as "Game Masters," for help when you have been killed by an enemy of your race. Nonetheless, certain acts go beyond what is "fair" and are considered serious violations of these Terms of Use. Those acts include, but are not necessarily limited to, the following:

(i) Using or exploiting errors in design, features which have not been documented, and/or "program bugs" to gain access that is otherwise not available, or to obtain a competitive advantage over other players.

(ii) Connecting, or creating tools that allow you to connect, to World of Warcraft's proprietary interface

or interfaces, other than those explicitly provided by Blizzard Entertainment for your use.

(iii) Using tools that hack or otherwise alter the World of Warcraft client or server software.

(iv) Using software products that "packet sniff" or provide scripting and/or macroing to obtain information from World of Warcraft.

(v) Anything that Blizzard Entertainment considers contrary to the "essence" of World of Warcraft.

#### **4. Character Migration.**

Blizzard may, in its sole and absolute discretion, offer certain users the opportunity to move characters from a heavily populated "Character Migration" server to a server designated by Blizzard as a "Target Server." If you are offered the opportunity to migrate a character, please note the following:

(i) A character that is a "guild master" cannot be migrated to a Target Server.

(ii) You must have less than ten (10) characters on the Target Server in order to migrate a character to the Target Server.

(iii) Character migrations can only occur when the account that you utilize to play World of Warcraft is not in use.

(iv) You cannot migrate a character to a Target Server if the name of the character is already in use on the Target Server. If a character of the same name already exists on the Target Server, you will be given an opportunity to rename character as part of the Character Migration process. As always, the name must adhere to the naming conventions stated herein.

(v) In-game mail sent by or in transit to the character that you intend to migrate will not be migrated to a Target Server.

(vi) All player auctions involving the character that you intend to migrate will be cancelled and the item, deposit, and the high bid returned to the bidder upon character migration. The item you placed for sale, or your "high bid," will appear in that character's mail when it reaches the Target Server. Note that Blizzard will not be responsible for the loss of in-game funds or items due to the character migration of either a "buyer" or "seller" to an auction house transaction.

(vii) A target character's friends list will not transfer to a Target Server.



(viii) A target character's guild affiliation will not transfer to a Target Server.

(ix) A target character's ignore list will not transfer to a Target Server.

## **5. Account/Password Security.**

You are responsible for maintaining the confidentiality of your Password, and you will be responsible for all uses of your Password, whether or not authorized by you. Also, note that the security of the Account is your responsibility. Blizzard Entertainment is not responsible in the event that the Account is "hacked," or if the Account or your computer is damaged by a virus, or for any other issues with your computer or the Account. If you think that the Account has been compromised, please contact Blizzard Entertainment Technical Support, either through our Game Masters or by calling Blizzard Entertainment's Technical Support phone number, and Blizzard Entertainment will help you reset your Password, assist with billing issues, and offer basic suggestions for improving the Account security. If you report the Account stolen, hacked, or in any other way compromised, Blizzard Entertainment will suspend the Account while the matter is investigated. Following this investigation, Blizzard Entertainment will determine the appropriate course of action in its sole and absolute discretion.

## **6. Consequences of Violating the Blizzard Entertainment Code of Conduct.**

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

## **7. Experience Reimbursement.**

First and foremost, nothing in these rules will ever place a "duty" upon Blizzard Entertainment to reimburse you by providing experience credit for any experience lost for any reason. That being said, Blizzard Entertainment may, at its sole and absolute option, determine to reimburse experience lost by players in certain extreme and unusual situations. For instance, Blizzard Entertainment may decide to reimburse experience lost in the event of a catastrophic server failure. But remember that it is completely up to Blizzard Entertainment to determine which situations would justify experience reimbursement. In no event is Blizzard Entertainment obligated to provide any monetary reimbursement or monetary credit.

## **8. Selling of Items.**

Remember, at the outset of these Terms of Use, where we discussed how you were "licensed" the right to use World of Warcraft, and that your license was "limited"? Well, here is one of the more important areas where these license limitations come into effect. Note that Blizzard Entertainment either owns, or has exclusively licensed, all of the content which appears in World of Warcraft. Therefore, no one has the right to "sell" Blizzard Entertainment's content, except Blizzard Entertainment! So Blizzard Entertainment does not recognize any property claims outside of World of Warcraft or the purported sale, gift or trade in the "real world" of anything related to World of Warcraft. Accordingly, you may not sell items for "real" money or exchange items outside of World of Warcraft.

## **9. Online Duration.**

Blizzard Entertainment agrees to provide the servers and software necessary to access the Service until such time as World of Warcraft is "Out of Publication." World of Warcraft shall be considered "Out of Publication" following the date that World of Warcraft is no longer manufactured and/or distributed by Blizzard Entertainment, or its affiliates. Thereafter, Blizzard Entertainment may, in its sole and absolute discretion, continue to provide the Service or license to third parties the right to provide the Service. However, nothing contained herein shall be construed so as to place an obligation upon Blizzard Entertainment to provide the Service beyond the time that World of Warcraft is Out of Publication. Neither the Service nor Blizzard Entertainment's agreement to provide access to the Service shall be considered a rental or lease of time on or capacity of Blizzard Entertainment's servers or other technology.

## **10. Our Administration of World of Warcraft; Changes to the Terms of This Terms of Use Agreement.**

Blizzard Entertainment reserves the right, at its sole and absolute discretion, to change, modify, add to, supplement or delete any of the terms and conditions of this Agreement at any time, including, without limitation, access policies, the availability of any World of Warcraft feature, hours of availability, content, data, software or equipment needed to access World of Warcraft, the amount of, or basis for determining, any fees or charges for World of Warcraft, and institution of new fees or charges for World of Warcraft, effective upon prior notice as follows: Blizzard Entertainment will post notification of any such changes to World of Warcraft on the World of Warcraft website and will post any revised Terms of Use in this location, and may provide such other notice as Blizzard Entertainment may elect in its sole and absolute discretion, which may include by email, postal mail, pop-up screen, or in-game notice. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you may cease to use your World of Warcraft account and terminate the Account. The continued use of World of Warcraft by you following notice of changes to this Agreement will mean you accept any and all such changes. Blizzard Entertainment may change, modify, suspend, or discontinue any aspect of World of Warcraft at any time. Blizzard Entertainment may also impose limits on certain features or restrict your access to parts or all of World of Warcraft without notice or liability. You have no interest, monetary or otherwise, in any feature, content or availability of World of Warcraft, any Game Data (defined in Section 13(J), below) or in any terms or conditions of access to or use of World of Warcraft.

## **11. Ownership.**

All title, ownership rights and intellectual property rights in and to World of Warcraft (including without limitation any user accounts, titles, computer code, themes, objects, characters, character names, stories, dialogue, catch phrases, locations, concepts, artwork, animations, sounds, musical compositions, audio-visual effects, methods of operation, moral rights, any related documentation, "applets" incorporated into World of Warcraft, transcripts of the chat rooms, character profile information, recordings of games played on World of Warcraft, and the World of Warcraft client and server software) are owned by Blizzard Entertainment or its licensors. World of Warcraft is protected by the copyright laws of the United States, international copyright treaties and conventions, and other laws. All rights are reserved. World of Warcraft may contain certain licensed materials, and Blizzard Entertainment's licensors may protect their rights in the event of any violation of this Agreement.

## **12. Termination.**

This Agreement is effective until terminated. Either party may terminate this Agreement immediately by delivering to the other party written notice of such termination or by terminating the Account. In the event that you terminate or breach this Agreement, you will forfeit your right to any and all payments you may have made for pre-purchased game access to World of Warcraft. You agree and acknowledge that you are not entitled to any refund for any amounts which were pre-paid on behalf of the Account prior to any termination of this Agreement. Blizzard Entertainment reserves the right to terminate this Agreement without notice, if, in Blizzard Entertainment's sole and absolute discretion, you fail to comply with any terms contained in these Terms of Use or the World of Warcraft EULA.

## **13. Acknowledgments.**

You hereby acknowledge that:

A. WHEN RUNNING, THE WORLD OF WARCRAFT CLIENT MAY MONITOR YOUR COMPUTER'S RANDOM ACCESS MEMORY (RAM) AND/OR CPU PROCESSES FOR UNAUTHORIZED THIRD PARTY PROGRAMS RUNNING CONCURRENTLY WITH WORLD OF WARCRAFT. AN "UNAUTHORIZED THIRD PARTY PROGRAM" AS USED HEREIN SHALL BE DEFINED AS ANY THIRD PARTY SOFTWARE, INCLUDING WITHOUT LIMITATION ANY "ADDON" OR "MOD," THAT IN BLIZZARD ENTERTAINMENT'S SOLE DETERMINATION: (i) ENABLES OR FACILITATES CHEATING OF ANY TYPE; (ii) ALLOWS USERS TO MODIFY OR HACK THE WORLD OF WARCRAFT INTERFACE, ENVIRONMENT, AND/OR EXPERIENCE IN ANY WAY NOT EXPRESSLY AUTHORIZED BY BLIZZARD ENTERTAINMENT; OR (iii) INTERCEPTS, "MINES," OR OTHERWISE COLLECTS INFORMATION FROM OR THROUGH WORLD OF WARCRAFT. IN THE EVENT THAT WORLD OF WARCRAFT DETECTS AN UNAUTHORIZED THIRD PARTY PROGRAM, BLIZZARD MAY (a) COMMUNICATE INFORMATION BACK TO BLIZZARD ENTERTAINMENT, INCLUDING WITHOUT LIMITATION YOUR ACCOUNT NAME, DETAILS ABOUT THE UNAUTHORIZED THIRD PARTY PROGRAM DETECTED, AND THE TIME AND DATE THE UNAUTHORIZED THIRD PARTY PROGRAM WAS DETECTED; AND/OR (b) EXERCISE ANY OR ALL OF ITS RIGHTS UNDER SECTION 6 OF THIS AGREEMENT, WITH OR WITHOUT PRIOR NOTICE TO THE

**USER.**

**B. You assume the cost of all telephone and Internet access charges along with all necessary equipment, servicing, repair or correction incurred in maintaining connectivity to World of Warcraft's servers.**

**C. Blizzard Entertainment has the right to obtain certain identification information about your computer and its operating system, including the identification numbers of your hard drives, central processing unit, IP addresses and operating systems, for identification purposes without any further notice to you.**

**D. Blizzard Entertainment has the right to obtain "non-personal" data from your connection to World of Warcraft in order to make certain demographic assumptions regarding the users of World of Warcraft without any further notice to you.**

**E. In order to assist Blizzard Entertainment to police users who may use "hacks," or "cheats" to gain an advantage over other players, you acknowledge that Blizzard Entertainment shall have the right to obtain certain information from your computer and its component parts, including your computer's random access memory, video card, central processing unit, and storage devices. This information will only be used for the purpose of identifying "cheaters," and for no other reason.**

**F. WORLD OF WARCRAFT IS PROVIDED "AS IS" AND BLIZZARD ENTERTAINMENT DOES NOT WARRANT THAT WORLD OF WARCRAFT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT WORLD OF WARCRAFT OR THE SERVICE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, AND BLIZZARD ENTERTAINMENT EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO WORLD OF WARCRAFT, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF ITS CONDITION, DEFECTS, USE, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE, AND NON-INFRINGEMENT. Any warranty against infringement that may be provided in Section 2-312(3) of the Uniform Commercial Code and/or in any other comparable state statute is expressly disclaimed. Some states do not allow the exclusion or limitation of implied warranties or liability for incidental damages, so the above limitations may not apply to you.**

**G. The use of any "user interface" other than the user interface that is included in the World of Warcraft Software ("Third Party User Interface") is not recommended by Blizzard Entertainment, and you hereby agree to indemnify and hold harmless Blizzard Entertainment from all claims, damages, and other losses which may arise from your use of a Third Party User Interface. At such time that Blizzard elects to post a list of approved Third-Party User Interfaces on its website, you agree that you will use only those Third-Party User Interfaces approved by Blizzard, and that you will use no other Third-Party User Interfaces in connection with World of Warcraft.**

**H. NEITHER BLIZZARD ENTERTAINMENT NOR ITS PARENT, SUBSIDIARIES, LICENSORS OR AFFILIATES SHALL BE LIABLE IN ANY WAY FOR LOSS OR DAMAGE OF ANY KIND RESULTING FROM THE USE OF OR INABILITY TO USE WORLD OF WARCRAFT**

INCLUDING WITHOUT LIMITATION LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER DAMAGES OR LOSSES. FURTHER, BLIZZARD ENTERTAINMENT SHALL NOT BE LIABLE IN ANY WAY FOR THE LOSS OR DAMAGE TO PLAYER CHARACTERS, ACCOUNTS, STATISTICS OR USER PROFILE INFORMATION STORED BY WORLD OF WARCRAFT. MOREOVER, NEITHER BLIZZARD ENTERTAINMENT NOR ITS PARENT, SUBSIDIARIES, LICENSORS OR AFFILIATES SHALL BE RESPONSIBLE FOR ANY INTERRUPTIONS OF SERVICE INCLUDING WITHOUT LIMITATION ISP DISRUPTIONS, SOFTWARE OR HARDWARE FAILURES OR ANY OTHER EVENT WHICH MAY RESULT IN A LOSS OF DATA OR DISRUPTION OF SERVICE. IN NO EVENT WILL BLIZZARD ENTERTAINMENT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES. Some states do not allow the exclusion or limitation of incidental or consequential damages, or allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

I. You may not be able to access World of Warcraft whenever you want, and there may be extended periods of time where you cannot access World of Warcraft.

J. Blizzard Entertainment shall not be held liable for any delay or failure to perform under any circumstances, including without limitation those resulting from causes outside the reasonable control of Blizzard Entertainment; including without limitation any failure to perform hereunder due to unforeseen circumstances or cause beyond Blizzard Entertainment's control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.

K. World of Warcraft requires the creation and retention of electronic files, including without limitation player characters, accounts, statistics, user profiles, weapons, armor, quests, loot, etc. ("Game Data"), which are stored by Blizzard Entertainment. While keeping Game Data safe is a priority of Blizzard Entertainment, note that Blizzard Entertainment shall not have any liability for the loss of any Game Data for any reason whatsoever.

L. Blizzard Entertainment reserves the right, in its sole and absolute discretion, to modify or delete any information, including without limitation Game Data and any other information accumulated, stored or uploaded on World of Warcraft;

M. You are entirely liable for all activities conducted through the Account, and are responsible for ensuring that any other person who uses your World of Warcraft account is aware of the terms of and complies with this Agreement. In the event that you become aware of or reasonably suspect any breach of security, including without limitation any loss, theft, or unauthorized disclosure of your Password, you will immediately notify Blizzard Entertainment by calling Blizzard Entertainment's Technical Support number or by e-mailing wowtech@blizzard.com to report the actual or suspected breach of security.

#### **14. Equitable Remedies.**

In the event that you breach this Agreement, you hereby agree that Blizzard Entertainment would be irreparably damaged if this Agreement were not specifically enforced, and therefore you agree that Blizzard Entertainment shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as Blizzard Entertainment may otherwise have available to it under applicable laws. In the event any litigation is brought by either party in connection with this Agreement, the prevailing party in such litigation shall be entitled to recover from the other party all the costs, attorneys' fees and other expenses incurred by such prevailing party in the litigation.

## **15. Choice of Laws.**

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