

General Terms and Conditions

This game is operated by Webzen Inc., Korea, hereinafter "Webzen" picked up by "DivinityMU" Romania. The services provided in this game are exclusively under these Terms and Conditions. (the "Terms")

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▪ 1 Application Sphere

- (1) Hereby we expressly object towards the terms and conditions of the applicability of the game users (hereinafter referred as "user"). Any terms and conditions will apply to users only if DivinityMU has provided prior written consent.
- (2) In addition to these terms, it will implement the rules that are relevant and applicable in the game, and rules that are relevant and applicable on the forums.
- (3) The present terms will be published exclusively on the websites of the game. The user may also download and save it on his hard drive, store it on a permanent data carrier or print it. These terms were also saved by DivinityMU and can be sent to the user (via e-mail), upon its written request.
- (4) The terms apply all users of the game. Once the game user contact is accepted, the user accepts these terms as binding. When registering for the game, the user will be asked to accept the terms, that will be applicable to any use of the game.
- (5) DivinityMU offers the game only to the consumers defined under the Romanian Civil Code. It's forbidden the use of the game for obtaining profit or any other commercial purposes. The right to participate in the game is reserved only to the persons aged eighteen (18) years old at the time of registration. Minors have the right to participate in the game if their legal representative has given consent before registering for the game. When recorded, the user expressly acknowledges that he reached the age of eighteen (18) and, for minors, that obtained the consent of his legal representative, DivinityMU may determine that the representatives consent is not enough.

▪ 2 Changing of the terms by DivinityMU

- (1) DivinityMU reserves its right to modify or complete the terms at any time, with effect in the future, if it's deemed necessary for justified reasons (mainly to adapt in the order to comply with changes in the legal situation and the current laws or with new technology discovers, in order to resolve any possible gaps in regulations and expand the scope of DivinityMU services etc.) If such a change substantially disrupts the contractual balance between the parties, the amendment will be omitted.
- (2) The user will be notified of any changes to the present terms, in an appropriate manner. This notification will be made on the DivinityMU website, where a new windows will appear when the user logs in, by sending a message in the user's personal game account or by e-mail, to the e-mail address specified by the user. In all these cases, the user will be informed of the change by a highlighted notification at his next log in on the website.
- (3) The user can object the changes of the terms, in writing, within one (1) month from the notification and access to the information, for example by sending an e-mail to protest@divinity.ro, to specify the objections.
- (4) If the user does not object to the changes of the terms within one (1) month from the notification and access to information, the supplemented or amended terms will become mandatory.
- (5) In the user objects within the range of notice, DivinityMU shall be entitled to terminate the contract without any notice, which will result in deletion of the game account. The original terms will continue to be valid until the termination of the contract. In this case, the user can request the fee paid for the credits previously activated, but not used (see section 5 and 6), to be repaid or transferred to another DivinityMU server; Credits allocated for premium features previously enabled whose usage period started when the game was interrupted will not be refunded.
- (6) In the notification concerning the changes, DivinityMU will specifically attract the user's attention on the right to issue objections and terminate the contract, in the period of notice and legal consequences, especially consequences of non-objection.

▪ 3 Service Description

- (1) The service provided by DivinityMU consists in providing the game's websites and the game itself. DivinityMU offers the game to registered users for free, in a manner that allows the use of the game; but only the game itself is free, the user is responsible for any additional costs(ex. Data transmission, hardware and software). In addition, DivinityMU allows the user to purchase credits surcharge, that allow the user at its sole discretion, to activate premium features which provide additional features and options of the game and could create advantages in the game and in the course of the game. Credits are applied only to the game account from which they were purchased. The credits cannot be exchanged or returned. See sections 5 and 6 for more details about credits and section 9 for more details about the premium features.
- (2) The use of the game is made available only to users who have accepted a contract to use the game through their registration and have created a game account. Using the game is allowed once the contract has been accepted and DivinityMU opened a game account for the user. To this end, the user will get the sole right, non-transferable, free to use features of the game on the current version. The user has no automatic right to accept a contract for the use of the game or the opening of a game account.
- (3) Game and game worlds, the credit values and premium features are continually updated, changed, extended and modified, to ensure that the game captures the interest of a larger number of users in the long term. Therefore, the user will get only the right to use the game, credits and premium features in their current version at the time.
- (7) DivinityMU reserves the right to discontinue the operation of the game in any moment, without the obligation to state the reasons. DivinityMU will provide a proper notice of the suspension of the operation of the game or the game world

▪ 4 Agreement of a game user contract

- (1) The membership begins from the moment of the acceptance of a contract for the use of the game and the opening of a game account through DivinityMU.
- (2) When the registration form is being completed, the user makes a binding offer to accept a indefinitely game user contract. For this purpose, all data fields in the registration form must be completed entirely.
- (3) The user must register in person. Third parties registration is forbidden, particularly third parties who register individuals from various teleservices providers for profit purposes (registration and enrollment services).
- (4) DivinityMU will confirm the receipt of the request for an indefinitely game user contract by sending an e-mail to the address provided during the registration. This confirmation message will contain an activation link, which the user must click to activate the game account. By activating the game account, DivinityMU accepts the demand for a game user contract. The user has no automatic right to a contract for the use of the game or to open an a account.

▪ 5 Purchasing Credits

- (1) DivinityMU will provide the user a service within the game allowing him to unlock premium features ("credits") (•9). The credits represent a unit of the game that allows the user to unlock premium features. The credits are purchased by the user in exchange for a fee, can also be, at the discretion of the DivinityMU, unlocked by certain actions carried by the user in game.
- (2) When the user logs on his game account, he can access the store by the Credits Icon, in the store are available several packages of credits that can be purchased at different prices. Once the user clicked to select a credit package, he can choose one of the available payments methods (ex. PayPal, MobilPay etc.) In addition to the different payment methods, information is displayed about the period until the credits are added. Key contact information are summarized again in this window. The user can cancel the processing of the order at any time by closing the window and restarting the ordering process again. A binding agreement on the acquisition of the credit package will be selected when the user clicks the "Buy" Button. When the user clicks on "Buy", another page will open, where he must enter all the necessary information representing the payment transaction. The credits will be allocated immediately after payment verification.
- (3) DivinityMU reserves the right to require the payment in advance for the purchase of credits. The purchase tax of the credits gives the user a unique right to use credits (6) in the game.
- (4) All payment services will be processed by PayPal Inc., MobilPay, etc. (hereinafter "Merchant") for DivinityMU, and the merchant is the solely responsible for processing all the payments services. The user fully meets their obligation of payment by the merchant, fulfilling the obligation of payment towards DivinityMU by the merchant.
Therefore DivinityMU reserves the right to disclose the user's data to the merchant, to the extent necessary for calculating the proper billing of the user. DivinityMU can also provide the merchant the user's data to the extent necessary for the recovery of the receivables.
- (5) The number of credits to be allocated, the in game money to be used and the conditions related to the premium features are displayed in the appropriate list in the game.
- (6) The value of credits varies depending on the chosen charge and can be changed at any time. The latest technical and other nature requirements are displayed on the website at any time.
- (7) If DivinityMU sustains any costs related to cancelled or returned payments, costs generated by the user's behavior, DivinityMU will suspend all services with immediate effect and block the user's game account. User's obligation regarding the payment of any outstanding fees will remain unaffected. It will be possible to unblock the user's account as soon as the debt is paid, plus payback costs. Payback fee amount can rise to the equivalent of 10 €. The user can prove that no damage has occurred or there weren't any costs sustained, or are substantially lower.
- (8) Any credits used to enable premium features whose period of use began will be reimbursed in proportion to the duration of the account block. So any benefits obtained by the user via Premium features during the period when the account was blocked it will be incorporated into the payment.

▪ 6 Right to use the Credits

- (1) When credits are assigned to the user's account, the user is given a unique right to use the purchased credits during the game. If the wording or the context requires otherwise, the term "sell" means the transfer of credits " the transfer to the user of the single right, non-transferable right to use credits as a limited time to be done a particular service." Consequently, "Purchasing" refers to "Purchase as single, non-transferable right to use credits as half limited playing time by the user." Terms like 'Buyer', 'Seller', 'sell' and ' purchase' and other similar terms have analogous meanings.
- (2) The credits are available only to the relevant national game world in which they were purchased or have been transferred. The user acknowledges that the game money is a function of the game and not real money. Any exchanges or replacements of game money and real money between users are strictly prohibited. The exchange with real money or refund of the credits is not allowed, unless stipulated in -2 (5) section 3 and 7.
- (3) Without prejudice to any other DivinityMU rights and agreements, the right to use the credits will end in any situation where the user agreement existing between DivinityMU and the user expires and especially if the contract is terminated.

• 7 Notice of revocation

Right of revocation

The user can withdraw the acceptance of the contractual agreement to use the game and purchase credits, in a text form (ex. Letter, e-mail) within fourteen (14) days, without having to state any reasons. The notice period starts when the information is received in text form, but not before accepting the contract or before DivinityMU fulfills its duty to inform according to the Article 246-2, correlated with - 1, sections 1 and 2 of the introductory law of the Romanian Civil Code and the obligations under -312g section 1 paragraph 1 of the Romanian Civil Code, correlated with Article 246 - 3 of the introductory law of the Romanian Civil Code.

The timely dispatch of the notice of revocation will be deemed sufficient to meet the revocation deadline.

Any revocation will be sent at:

DivinityMU Romania

Sos. Bucuresti Targoviste, nr.114

070000, Buftea

Romania

mail: protest@divinity.ro

Special warning:

The right of revocation expires prematurely when the game user contract or the purchasing credits contract is entirely executed by both parties at the time of the request of the user before the user has exercised his right of cancellation.

End of notice of the revocation

When sending a notification of cancellation by e-mail, the user is advised to specify his user account and the game world in the subject field of the e-mail. (ex: account:MeTa. World: Taro).

▪ 8 Compensations, retention rights

The user may invoke the right of compensation for the counterclaims due from DivinityMU only if they are not disputed and legally established. The user can exercise the right of retention only if his counterclaim relates to the same contract. The user cannot grant any claims to third parties against DivinityMU.

▪ 9 Premium Features (only applied worlds)

- (1) The user can unlock premium features in the game. DivinityMU reserves the right to require that for unlocking premium features to use game money. (-10).

The website of the relevant game world displays the available premium features, charges, functions and requirements for them. DivinityMU reserves the right to introduce new premium features.

- (2) DivinityMU reserves the right to provide users with a platform for the game or individual game worlds, in which users can exchange between them or trade premium features.
- (3) DivinityMU reserves the right to provide, change, or no longer offer premium features at any time. In this situation, DivinityMU will offer other features in change and/or grant credits to the user at the user's request if the already activated premium features whose period of use has not yet started when the change or when they are no longer offered in the future. Previously activated premium features whose period of use has already started when the change occurred or will not be offered in the future will not be refunded.
- (4) If the game user contract between DivinityMU and user ceases (ex through termination or suspension of the game or a game world), previously activated premium features whose period of use had already started when the cancellation occurred will not be refunded, even if their duration of use has not yet expired. The user can request to receive credits for previously activated premium features whose period of use has not yet begun at the time of the termination.

▪ 10 In-Game Money

DivinityMU can offer the user an in-game service that simulates payment methods within the game ("game money"). The game money are unlocked by certain actions of the user within the game. The user acknowledges that the game money are a game function of the game and not real money. Any exchange or replacement of game money with real money between the users is expressly prohibited. In any case, the exchange of game money with real money is not allowed.

• 11 User Obligations

(1) The user undertakes to respect the laws and regulations for him when using all the games and websites operated by DivinityMU. The user also undertakes to comply with the rules of each game. In addition, the obligation to abstain from the following actions:

- Spreading statements of abusive content, harassing or violent content or praising violence or provocative content, sexist, obscene, pornographic, racist, morally reprehensible or with other offensive or prohibited content (which includes all the names within the game, for ex. Username, character's name, guild name, city, alliance, etc.)
- Insulting, harassing, threatening, intimidation or slander and hinder of other users.
- Spreading of statements with advertising, religious or political content.
- Spying, disclosure or dissemination of personal or confidential information of other users, employees of DivinityMU or any other privacy disregarding sphere of other users or DivinityMU employees.
- Spreading false statements regarding the race, religion, gender, sexual orientation, origin, social status of other users or DivinityMU employees (which includes all the names of the game, for ex. Username, character's name, guild name, guild name, city, alliance, etc.).
- Spying, disclosure or dissemination of confidential information of DivinityMU.
- Spreading false statements about DivinityMU (which includes all the names of the game, for ex. Username, character's name, guild name, guild name, city, alliance, etc.).
- Commissioning as DivinityMU employee or of an affiliated company or partner of DivinityMU.
- The use of images, photos, graphics, video materials, audio tracks, sounds, texts, brand names, titles, names, software or other legally protected content, without the permission of the marketing author/s or without the permission to do so by law or legal provision.
- The use of banned or illegal content.
- Using programming errors. (errors).
- Actions that lead to overloading the servers and / or affect negatively the use of the game by other users.
- Piracy or hacking and/ or encouragement or incitement to piracy or hacking.
- Spreading of pirated software and / or encouragement or incitement to spread pirated software.
- Upload of files that contain viruses, trojans, worms or destroyed data.
- The use or distribution of automated software programs, macro utilities software programs or other software programs used for cheating.
- Changing the game, the websites of the game or parts of it.

- The use of software programs that allow the so-called “data mining” or in a way to intercept or collect information related to the game.
- Interrupting the transmission to and from the game servers and website servers of the game.
- Infiltration in the game servers or website servers of the game.

(2) The user assumes to respect the rules of the game.

(3) DivinityMU provides only a platform for communication between players; The user is responsible for the content of this communication. The platform is provided only for communications regarding the game. Overcrowding the communication platform with messages, chain letters, systems like “snowball” or any other form of unsolicited communication is strictly prohibited.

(4) Nonobservance of any of the rules and obligations set forth in (1) to (4) may be sanctioned by the withdrawal of the game progress and / or immediate blocking of the game account, depending of the nature of the infringement. If a violation is detected, one of the properly trained employees of DivinityMU will decide in good faith the consequences of such violation for each case. The user agrees that the decision of the employee is final. In addition, the user accepts that DivinityMU cannot disclose the mechanisms used to detect the infringements, because these mechanisms could be easily be circumvented.

(5) Nonobservance of any of the rules and obligations set forth in (1) to (5) may result, after a warning notice, to the immediate blocking or deleting of the game account or for an immediate end of the game user contract, based on reasonable grounds. In the case of serious violations, the warning is not required, A breach is particularly serious if, taking in consideration all the facts and circumstances of the individual case and taking into consideration the interests of DivinityMU, as well as the user’s, cannot be expected that DivinityMU to anticipate other violations.

(6) DivinityMU reserves the right to prohibit the user to register again to play in the future, from permanent blockage or deletion of the account or the extraordinary cancellation of the game user agreement contract.

(7) The user must ensure that the password he received remains secret and, for security reasons, to change their password regularly. If any third party accesses the user’s game account after gaining access data because the user has not adequately ensured the data against the access by other users, the user will be treated as if he himself had acted this way. The user has the right to provide evidence that he did not act in this way and he secured properly the game account access by other users.

(8) Unless stated otherwise in the present Terms or any other agreement with the user, DivinityMU will communicate normally with the user by e-mail. The user shall ensure that he receives the e-mails sent by us to the e-mail address provided by the user during the registration or at a later date. This will ensure the proper setting for the spam filter and regular checking of his relevant e-mail address. In other cases, DivinityMU reserves the right to select any other form of correspondence for other written communications.

- (9) When the user contacts DivinityMU, the user is encouraged to declare the player name referred by the request

▪ 12 DivinityMU Responsibility

- (1) As far as DivinityMU provides free services, DivinityMU will not respond in any circumstances for any damage caused except those caused by gross negligence or intent. In the eventuality of any defects of the title, DivinityMU will be responsible only to the hidden fraudulently concealed defects.
- (2) As far as DivinityMU requires a fee for the services, DivinityMU will have unlimited liability in case of intent and gross negligence. Essential contractual obligations are defined as those obligations that allow the proper implementation of the contract in the first place, of which the infringement jeopardizes the fulfillment of the contract and on whose fulfillment the user can rely on. In the latter case, however, DivinityMU is not responsible for any mischief that is not typical and could not be anticipated.
- (3) The limitations and disclaimers above shall not apply in the event of death, injury and/or health deterioration or in the event that DivinityMU accepts a responsibility. The responsibility of DivinityMU in base of the product liability law and in the scope of the -44 Romanian Law regarding telecommunications remains unaffected.
- (4) The predicted damage is limited to €100(one hundred) per game account.
- (5) Otherwise, any liability for recovering the user's data is limited to an amount of the costs necessary for recovery of the data which would be lost even if reasonable measures were taken regularly for the backup of the data or recoverable data materials by the machine, for a reasonable cost, even if there weren't any reasonable measures taken to back up the data regularly.
- (6) Any change of the probation to the disadvantage of the user in not subject to the regulations mentioned above.

• 13 Contract duration, termination

- (1) The contracts between the user and DivinityMU on using the basic version of the worlds of the game are for an undetermined period.
- (2) The game user contract may be terminated at any time, with immediate effect on both sides, with no obligation to provide reasons, unless both parties have agreed on a fixed period of notice.
- (3) The right of the parties of the noticed termination of the game user contract for valid reasons remains unaffected by the provisions above. The extraordinary termination without notice, for justified reasons, is permitted only when provided those reasons.
- (4) Without prejudice to 10 -1 (8), DivinityMU especially, has the right to give notice of termination of the game user contract for legitimate reasons if:
 - the user has not used his game account for a period of time described in detail in the rules of the game, after receiving a notification from DivinityMU;
 - the user changes or replaces the credits with real money.
- (5) For technical reasons, it will elapse a few days until the permanent deletion of the user data and game account.
- (6) The termination of a game user contract and/or game account must be in writing. E-mail is also considered a valid written form.
- (7) In case of termination of the game user contract, will not result in any exchange of game money for real money; the same will apply to credits, with the exception of what's written in -2 (5). Please consult 9(7) on the conversion in credits of the premium characteristics previously activated in the event of termination.
- (8) When deleting a user account, the validity of the game user contract shall remain unaffected.

• 14 Final Provisions

- (1) These terms and all the contracts accepted under this terms are subject to the Romanian Laws. Excluding the application of the UN Convention on contracts for the international sale of goods and the conflict of laws and provisions of the Romanian Private International Law.
- (2) If the provisions of these terms are not valid, the validity of the remaining provisions will be not affected.

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