

WAKFU End User License Agreement (EULA)

V4.5 – 01/20/12

Welcome to WAKFU!

The massively multiplayer online role playing game WAKFU (the “**Game**”) is developed and owned by Ankama Games (“**Ankama**”), and the English-language version is published in North America by Square Enix, Inc. (“**Square Enix**”). In order to play any multiplayer online game from Ankama (including WAKFU), you must first register an Ankama Account, which requires you to agree to the Ankama Account End User License Agreement (“**Ankama Account EULA**”). The Ankama Account EULA sets forth the terms and conditions that govern your Ankama Account and applies to all games and services from Ankama.

This WAKFU End User License Agreement (“**WAKFU EULA**”) is between you and Square Enix, and governs your use of the game WAKFU only. This WAKFU EULA is intended to complement the Ankama Account EULA. Any matters involving an Ankama Account, including matters relating to Ogrines, will be dealt solely under the Ankama Account EULA between you and Ankama. For purposes of this WAKFU EULA, the “**Game**” shall also include the WAKFU community forums.

In order to play the Game, you must download and install the WAKFU software (the “**Client**”). For the rest of this WAKFU EULA, we collectively refer to the Game, the Client, all updates, patches, all network-based connectivity, and any other data or materials provided in relation to the foregoing, as the “**Service**” or the “**Software**.”

You may not play the Game if you are under 13 years of age. If you are under the age of 18, then you must obtain the consent of your parent or legal guardian. By clicking “I agree,” or by posting on the WAKFU forums, or by installing, copying, or otherwise using the Software, you agree to be bound by this WAKFU EULA.

1. LICENSE

Subject to the limitations set forth in Section 2, Square Enix grants you a non-exclusive, non-transferable, revocable, limited license to download, use and display the Software (excluding source and object code) for your personal, non-commercial use.

2. LICENSE LIMITATIONS

Our grant of license to you is contingent on certain restrictions (“**License Limitations**”). These activities are strictly prohibited and exceed the scope of your license to use the Service. Therefore, any violation of these License Limitations shall constitute copyright infringement, and shall be grounds for immediate termination of your license to use the Service.

2.1 Hacking and Reverse Engineering. You may not hack, reverse engineer, disassemble, decompile, or otherwise modify the Software or server computer code in any way, except as expressly permitted by Square Enix, Ankama, or applicable law.

2.2 Modifying or Creating Derivative Software. You may not modify or cause to be modified any files that are a part of the Software in any way not expressly authorized by Square Enix, or Ankama, and may not make any derivative works of the Software.

2.3 Cheating and Botting. You may not create, use, advertise, publicize or promote any cheats, bots, automation software, hacks, mods or any other unauthorized software designed to modify the Software. In addition, you may not take advantage of, or publicize or promote ways to take advantage of any Service system bugs or exploits.

2.4 Real Money Trading, Farming and Power-Leveling. Except as expressly permitted by Ankama, you may not sell, purchase or exchange for real-world money or value any in-game currency, accounts, characters, in-game services, or in-game virtual items. You may not use the Service for the purpose of acquiring virtual items or advancement in gameplay on behalf of a third-party or for the purpose of selling any virtual assets to a third party for real-world money, specifically including “gold-farming” and/or power-leveling services.

2.5 Commercial Use. You may not exploit the Service for any commercial purpose (for example, advertising any product or service in-game, or use by the operator of a cyber café) without Square Enix’s or Ankama’s prior written consent. If you represent a cyber café and are interested in WAKFU, then please contact Customer Support.

2.6 Private Servers. You may not create, operate, participate in or use any unauthorized servers intended to emulate the Service. You agree not to intercept or spy on the communication protocols used by Ankama or Square Enix. Thus, you may not emulate these particular protocols, collect data via packet-sniffing, or transfer these protocols or data to another protocol (i.e., tunneling).

2.7 Data Mining. You may not intercept, mine or otherwise collect information from the Service using unauthorized third party software.

2.8 Commercial Spamming/Spimming. You may not use (or abuse) any chat or message services to distribute advertisements.

3. PROHIBITED ACTIVITIES

In addition to the License Limitations, there are other activities that you are forbidden from doing in connection with the Service (“**Prohibited Activities**”). In its discretion, Square Enix may work with Ankama to use a variety of methods to deal with violations of this WAKFU EULA, the Community Rules of Conduct and the Prohibited Activities, including, but not limited to, any of the following:

- Issuing a warning;
- Removing or deleting ill-gotten in-Game items or currency;
- Temporarily suspending an Ankama Account;
- Temporarily suspending your access to the Game or Forums;
- Permanently terminating an Ankama Account;
- Permanently terminating your access to the Game or Forums;
- Permanently banning your IP address, residential address, or credit card number;
- Asserting a lawsuit for breach of contract, copyright infringement, or other cause of action as may be applicable; and/or
- Seeking injunctive relief in any court or jurisdiction to prevent you from continuing such activity.

In addition, Square Enix or Ankama shall be entitled to terminate any Ankama Account (immediately and without notice) of any person who (1) was previously suspended or terminated by either Square Enix or Ankama and who Square Enix or Ankama believes (in their sole discretion) re-registered using different registration information in order to circumvent or bypass such suspension or termination, or (2) either Square Enix or Ankama believes (in its sole discretion, based upon any information available, including registration and Ankama Account information) that such person is enabling or assisting anyone else to conduct any Prohibited Activities of any kind.

If you have a question or complaint regarding a particular moderation or disciplinary action that directly involves or affects you, please contact the responsible representative or direct an email to na.wakfu-community@square-enix.com.

Square Enix and Ankama shall each have discretion to determine whether any act or conduct constitutes a Prohibited Activity. The Prohibited Activities are as follows:

3.1 Community Language. The forums are intended to serve the North American, English-language version of WAKFU. Accordingly, you may not post in foreign languages. If you prefer to communicate in a different language, please note that Ankama offers WAKFU in various languages.

3.2 Impersonation & Personal Identifiable Information. You may not impersonate any person or entity or fraudulently hold yourself out as an employee, representative, or any other person or connected or affiliated with either Square Enix or Ankama. This means you cannot log into someone else's account, or deceive or mislead other people as to your identity. For your own safety, we encourage users to safeguard their privacy, remain anonymous, and never give out personal information to other users.

3.3 Disruption. You may not in any way disrupt or interfere, or attempt to disrupt or interfere, with the Service and Game experience of other players or staff, including the disruption of either Square Enix's or Ankama's duties, computers, servers and related websites. The following are some specific examples of disruption:

- (a) **Abuse.** You may not engage in the following forms of abuse: belittling, harassing, intentionally misleading others, etc.
- (b) **Non-Commercial Spamming/Spimming.** You may not use (or abuse) the Service to harass others by engaging in spamming, spimming or "flooding." This includes excessive use of the same word, message, character, or other, in attempts to bring unwarranted visibility to your cause or for general annoyance of others. This may also take the form of gibberish or unrelated messaging.

3.4 Offensive Language & Content. You may not use profanity or any language that a reasonable person would find offensive obscene or otherwise improper, as determined by and in their sole discretion. Similarly, you may not display or link to such content. The Service is for players aged 13 and older. You agree to behave accordingly. The following are some specific examples of offensive language and content:

- (a) **Attacks.** You may not engage in verbal or written attacks against anyone, including other players, forum participants, Square Enix or Ankama staff, or the Community Team.
- (b) **Hate Groups, Hate Speech, and Political & Religious Discussions.** You may not use hate speech or use the Service to participate in or form organizations, whether or not officially organized, whose ideology is based on or resembles anti-religious, anti-ethnic, anti-sexual orientation, racist, or sexist philosophies. Further, in order to maintain a fun, positive environment, you may not create posts in the forums dedicated to real-world politics or religion.

3.5 Naming Right. You may not use any name or other intellectual property belonging to Square Enix, Ankama, or any other third party in your use of the Service (e.g., naming a character after a celebrity, company, product, or superhero).

3.6 Any Illegal Activities. You may not conduct or promote any illegal activities whatsoever in connection with the Service. This includes every illegal activity not specifically highlighted above, including without limitation copyright infringement, trademark infringement, gambling, substance abuse, defamation, harassment, fraud, and virus or trojan horse transmission.

3.7 Disclosure of Confidential Information or Official Communications. You may not use these forums to violate any confidentiality obligations to which you may be bound, including any Nondisclosure Agreements. Also, you may not use these forums to disclose private communications between Square Enix or Ankama and you. We do not publically discuss moderation decisions or disciplinary actions taken against members and we ask that you do not either. Messages that discuss topics such as infractions, suspensions, account closures, or thread/post deletions or modifications are subject to removal and may result in further disciplinary action. In addition, do not re-post or take upon any action to publically bring up a previously locked, closed, deleted or otherwise moderated discussion.

3.8 Respect of all WAKFU's rules. You must follow and obey all rules and policies set forth by Ankama and/or Square Enix in regards to the operation and publishing of WAKFU, including but not limited to rules in the Ankama Account EULA, WAKFU EULA, Community Rules of Conduct, etc.

4. INTELLECTUAL PROPERTY RIGHTS

Square Enix is the exclusive publisher of the Game in North America. Ankama (and, to the extent applicable, its licensors) owns and shall retain all right, title and interest in and to the Software, and will be the sole owner of any and all data you generate through your use of the Service, including but not limited to accounts, character attributes, statistics and assets. All elements, features, tools and documents that are part of the WAKFU universe (including but not limited to the Game, the Client, all computer code, titles, game characters, game accounts, Kamas, Ogrines, game items, graphics, logos, software, servers, themes, objects, animations, processes, likenesses, musical compositions and recordings, storylines, environments, buildings, artwork, sounds, etc.), as well as all brands contained therein, are protected by French law and international copyright and intellectual property and belong to Ankama and/or its partners. Ankama (or, to the extent applicable, its licensors) owns all computer code, titles, themes, objects, characters, character names, animations, processes, likenesses, musical compositions and recordings, storylines, environments, buildings, artwork, sounds, and other intellectual property contained within the Software. You receive only those limited rights to access and use the Software set forth herein.

Please read carefully: YOU ACQUIRE NO OWNERSHIP OR PROPERTY RIGHTS IN ANY CHARACTER OR OTHER IN-GAME VIRTUAL GOOD, AND ARE ONLY LICENSED TO USE SUCH CHARACTERS AND ASSETS ASSOCIATED WITH YOUR ANKAMA ACCOUNT SUBJECT TO THE CONDITIONS SET FORTH IN THE AGREEMENTS. YOU AGREE THAT YOUR ANKAMA ACCOUNT AND ANY VIRTUAL GOODS AND CHARACTERS DO NOT HAVE ANY MONETARY VALUE. SQUARE ENIX OR ANKAMA MAY SUSPEND, TERMINATE, MODIFY, OR DELETE ANKAMA ACCOUNTS, CHARACTERS, VIRTUAL GOODS, OR THE SERVICE ALTOGETHER, AT ANY TIME FOR ANY REASON OR FOR NO REASON, WITH OR WITHOUT NOTICE OR LIABILITY TO YOU.

5. UPDATES, CHANGES AND PATCHES

From time to time, to improve the gaming experience, either Ankama or Square Enix may issue updates or patches to the Software. Your continued use of the Service may be contingent on downloading and

installing these updates or patches. You agree that such updates or patches shall be part of the Software as defined in this WAKFU EULA.

6. CHANGES, DISRUPTIONS OR TERMINATIONS OF THE SERVICE

The Software is provided by Ankama or Square Enix for so long as Ankama and Square Enix to operate the Service in their sole discretion. Ankama or Square Enix may modify, suspend or restrict the Service at any time, for any reason, without liability to you. Neither Ankama nor Square Enix shall be liable to you for cessation, interruption or delay in the Services due to any causes beyond their reasonable control including but not limited to: earthquake, flood, fire, storm or other natural disaster, epidemic, accident, explosion, casualty, act of God, act of terrorism, hacking, lockout, strike, labor controversy or threat thereof, riot, insurrection, civil disturbance or commotion, boycott, disruption of the public markets, war or armed conflict (whether or not officially declared), sabotage, act of a public enemy, embargo, delay of a common carrier, the inability to obtain sufficient material, supplies, labor, transportation, power or other essential commodity or service required in the conduct of its business, or any change in or the adoption of any law.

Further, the Service may be terminated or otherwise discontinued by without prior notice without any liability to you whatsoever. You acknowledge that the Service may experience interruptions, disruptions or other forms of downtime from time to time, for various reasons, and neither Ankama nor Square Enix shall be liable to you in any way as a result.

7. USER SUBMISSIONS

The Service may permit you to submit, display or post materials that will be visible to other players (“**User Submissions**”). With respect to all User Submissions, you agree to comply with the terms of this WAKFU EULA, and not to commit any of the Prohibited Activities set forth above. You are solely responsible for your own User Submissions and the consequences of posting or publishing them.

You retain all of your ownership rights in your User Submissions. However, by submitting the User Submissions, you hereby grant both Ankama and Square Enix (and their successors) a worldwide, non-exclusive, perpetual, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Submissions in connection with the Service, including without limitation for promoting and redistributing part or all of the Software (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the Service a non-exclusive license to access your User Submissions through the Service, and to use, reproduce, distribute, prepare derivative works of, display and perform such User Submissions as permitted through the functionality of the Service.

8. COPYRIGHT INFRINGEMENT

If you are a copyright owner or an agent of a copyright owner and believe that any User Submission or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (“**DMCA**”) by providing Square Enix's Copyright Agent with the following information in writing (see 17 U.S.C. 512(c)(3) for further detail):

- i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- ii. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- iii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;

- iv. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- v. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- vi. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

For this notification to be effective, you must provide it to Square Enix's designated Agent for Notice at the following address: Copyright Agent c/o Square Enix, Inc., Legal Dept., 999 N. Sepulveda Blvd., 3rd Floor, El Segundo, California 90245, or DMCA@square-enix.com. You acknowledge that if you fail to comply with all of the requirements of this Section, your DMCA notice may not be valid.

9. PRIVACY AND USE OF INFORMATION

Please note, this WAKFU EULA applies only to the WAKFU game and service, and does not apply to information you may provide regarding any other game or service from either Ankama or Square Enix.

Square Enix and Ankama are collaborating to bring you the Service in North America. Consequently, the companies may share information you submit with each other. Please note that Ankama owns and operates all software and servers related to the Game. All information you submit relating to the Service will initially go to Ankama, except for information you post to the forums, which are maintained by Square Enix.

With respect to your Ankama Account, all information you submit will initially go to Ankama, who shall handle it in accordance with Ankama's Privacy Policy located here: <http://www.ankama.com/en/policies/policy/wa>. Ankama may share aggregate, non-personally identifiable information with Square Enix for purposes of analyzing marketing and sales trends. Further, Ankama may share your personal information with Square Enix in order to assist you with customer service, to investigate potential violations of this WAKFU EULA, or as otherwise necessary for Square Enix to carry out its duties as publisher.

With respect to information you post on the WAKFU forums, as well any of your information that Ankama may share with Square Enix, Square Enix shall handle your information in accordance with Square Enix's Privacy Policy located here: <http://www.square-enix.com/na/privacy/>. You agree that Square Enix or Ankama may use the information you provide (such as IP address or e-mail address) in order to identify you and contact you to deliver notices, and may send you product-related marketing information. You acknowledge that Square Enix will be monitoring your use of the Service (including private messages) to help you play the Service, for our internal analysis to help us improve our Services and services, to investigate disruptive activities, License Limitations or Prohibited Activities, and to confirm that you are abiding by the terms of this WAKFU EULA and related agreements. In order to protect Square Enix's and Ankama's staff and customers, Square Enix may cooperate with federal, state and local law enforcement with or without the receipt of a formal subpoena or search warrant. You acknowledge and consent that Square Enix may provide your electronic communications and data, including e-mails and chat logs if applicable, to such government authorities, without any liability to you or any third party. You hereby provide your consent to such actions.

10. TERM AND TERMINATION

This WAKFU EULA shall take effect upon your acceptance and shall continue until terminated. This WAKFU EULA will automatically terminate if you commit any of the License Limitations identified in Section 2 above.

Square Enix may terminate this WAKFU EULA immediately at any time upon notice to you, which notice may be provided by sending an email to the email address associated with your Ankama Account, or by posting the notice on the WAKFU webpage, or by posting the notice within the Software. You may terminate this WAKFU EULA by quitting the Game and deleting the Software and all associated data from your hard drive.

The following sections will survive any termination of this Agreement: 2, 3, 4, 7, 8, 9, 10, and 11.

11. GENERAL TERMS

11.1 Other Agreements. This WAKFU EULA is intended to complement several other agreements and documents, including the Ankama Account EULA (between you and Ankama), the Ankama Privacy Policy (from Ankama) and the Square Enix Privacy Policy (from Square Enix). In case of any conflict between all these documents, the Ankama Account EULA shall take precedence.

11.2 Affiliate Companies. Throughout this WAKFU EULA, all references to Square Enix or Ankama shall include respectively Square Enix's and Ankama's subsidiaries, affiliates, agents, employees and successors.

11.3 Disclaimer of Warranties. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SQUARE ENIX AND ANKAMA EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. SQUARE ENIX DOES NOT CONTROL OR OPERATE THE SERVERS OR THE SERVICE. THE SERVICE IS MADE AVAILABLE "AS IS" WITHOUT ANY FURTHER WARRANTIES OF ANY KIND. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, THE SERVICE. SQUARE ENIX AND ANKAMA DO NOT WARRANT THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

11.4 Informal Dispute Resolution. It is Square Enix's goal to informally resolve legitimate consumer disputes without resort to formal litigation. Therefore, prior to filing any formal legal action against Square Enix, you agree to make a good faith attempt to informally resolve your grievance by sending a detailed letter with current contact information by Registered Mail or Overnight Delivery to the Square Enix, Inc. Legal Department, 999 North Sepulveda Blvd., 3rd Floor, El Segundo, CA 90245 USA. You agree to allow Square Enix thirty (30) days to contact you to attempt to resolve the dispute. If you file a formal legal action without abiding by this section and the action is unsuccessful, you agree that you will be responsible for Square Enix's costs and reasonable attorney's fees incurred as a result of the unsuccessful action.

11.5 Limited Liability/Remedy. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SQUARE ENIX, ANKAMA AND/OR THEIR AFFILIATES AND LICENSORS HAVE NO LIABILITY TO YOU WHATSOEVER, AND IN NO EVENT WILL SQUARE ENIX, ANKAMA, AND/OR ANY OF THEIR PARENT, SUBSIDIARY, OR AFFILIATED COMPANIES BE LIABLE FOR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST DATA, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, YOUR USE OF THE SERVICE OR OTHER MATERIALS PROVIDED TO YOU BY SQUARE ENIX OR ANKAMA, REGARDLESS OF THE LEGAL THEORY. UNDER NO CIRCUMSTANCES WILL SQUARE ENIX OR ANKAMA BE LIABLE TO YOU FOR MORE THAN

THE AMOUNT OF MONEY YOU HAVE SPENT THROUGH THE SERVICE, WHICH SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY.

11.6 Injunctive Relief. In no event will you be entitled to obtain any injunctive relief or otherwise enjoin, restrain, or otherwise interfere with Square Enix or Ankama or with the distribution, operation, development, or performance of the Service or any related products or services.

11.7 Choice of Law. This WAKFU EULA and all actions arising out of or related to your use of the Service or this WAKFU EULA shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law provisions. Any claims, disputes or actions between you and Square Enix shall be subject to arbitration in the city of Los Angeles, California.

11.8 Arbitration. You agree to raise and resolve any and all disputes and claims with Square Enix arising out of or related to the Service through binding arbitration on an individual basis through the American Arbitration Association at a venue in Los Angeles, California. YOU AGREE THAT, BY ASSENTING TO THIS WAKFU EULA, YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. If you prevail in your claim against Square Enix, then Square Enix shall pay all arbitration fees, Square Enix agrees that you may appear at any arbitration proceeding by telephone, unless the amount in controversy is \$10,000 or more. The Federal Arbitration Act shall govern the interpretation and enforcement of this provision. If you wish to file for arbitration, then you must send, by registered mail or overnight delivery, a written notice of intent to arbitrate to Square Enix, Inc. Legal Dept., 999 N. Sepulveda Blvd., 3rd Flr, El Segundo, CA 90245.

If the foregoing arbitration provision is found unenforceable, then any actions against Square Enix, Inc. arising out of or related to your use of the Service or this WAKFU EULA shall be heard in the courts located within the County of Los Angeles, California. Square Enix operates from its offices in the United States, and only publishes the English-language version of the Game in the United States, Canada and Mexico. Square Enix makes no representation that the Service is appropriate or available in other locations. The information provided through the Service is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Square Enix to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Service from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

Please note that Ankama operates and controls the Service from its offices in France, and your relationship with Ankama, whatever the nature and the subject of this relationship, is governed by the Ankama Account EULA.

11.9 User Disputes. You shall be solely responsible for resolving any and all disputes that may arise between you and other players in connection with the Service, and for paying any and all expenses incurred by you in connection with resolving such dispute. Neither Square Enix nor Ankama shall be responsible for mediating or resolving any such disputes and shall have no liability to you or to any third party for any costs, fees, expenses, damages or other losses incurred in connection with or as a result of any such disputes.

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

11.11 No Waiver. No waiver by Square Enix of any term, provision or condition of this Agreement shall be deemed to be or construed as a waiver of any other term, provision or condition of this Agreement. No Square Enix customer service representative or any other personnel of Square Enix who interacts with you is legally empowered to bind Square Enix to any amendment or waiver of the terms of this Agreement.

11.12 Assignment. Square Enix shall have the right to assign and/or delegate in its sole discretion its rights and obligations under this WAKFU EULA in whole or in part to a third party at any time without notice to players. Each player's rights are personal to such player and may not be assigned.

11.13 Entire Agreement. Except as set forth herein, this WAKFU EULA, together with the Square Enix Privacy Policy, and any other terms of use relevant to your use of the Service, constitutes the entire understanding and agreement between the parties with respect to your use of the Service and supersedes any and all prior or contemporaneous oral or written communications with respect to the subject matter hereof, all of which are merged herein. For the sake of clarity, the Ankama Account EULA and Ankama Privacy Policy are intended to complement this WAKFU EULA, but govern your relationship with Ankama.

11.14 Changes to this Agreement. Square Enix reserves the right, at its sole discretion, to change, modify, add to, supplement or delete any of the terms and conditions of this WAKFU EULA or the way that the Service operates at any time. Square Enix will notify you of any such material changes in one of the following ways at its sole discretion: through email, website posting, pop-up screen or in-Service notice. If you do not agree to any such change or modification, you may terminate this Agreement by quitting the Service and deleting the Software and all related files. Your continued use of the Service following any revision to this Agreement will demonstrate your full acceptance of any and all such changes.