

Wakfu North America Forum Terms of Use

Thank you for your interest in Wakfu. Wakfu is a MMORPG created and owned by Ankama Games (the “**Licensor**”) and published by Square Enix, Inc. This (“**Agreement**”) between you and Square Enix, Inc. (“**SQUARE ENIX**”) governs your use of various forums, services, applications and/or games that SQUARE ENIX may make available on this webpage (collectively, the “**Service**”). By using the Service, you agree to be bound by this Agreement on behalf of yourself and, if you are under the age of 18, on your behalf by your parent or legal guardian. Once you agree, you will be contractually bound to the terms below, which shall govern all aspects of your use of the Service. No one under the age of 13 may use the Service.

Please note that this Agreement only applies to the Wakfu forum, and the Wakfu game and other parts of the Wakfu website are subject to a separate user agreement.

1. LICENSE TO USE THE SERVICE

Subject to your acceptance of this Agreement, SQUARE ENIX grants you a non-exclusive, non-transferable, revocable limited license to use and display the Service and related software (excluding source and object code) for your personal, non-commercial use.

2. LICENSE LIMITATIONS

In order to preserve an enjoyable experience for all users, and to protect the intellectual property rights of SQUARE ENIX and its Licensor, the activities identified in this Section 2 (“**License Limitations**”) are strictly prohibited and violate the conditions or limitations on your license to use the Service. Therefore, any use of the Service in violation of such restrictions exceeds the scope of the License granted to you and constitutes infringement of your license, and is grounds for immediate revocation of your license with or without any prior notice from SQUARE ENIX to you. Use of the Service in excess of these provisions, or use at all after your license is revoked that exceeds passive viewing, infringes SQUARE ENIX’s or its Licensor’s copyrights to the Service.

Violating these License Limitations may result in the suspension or permanent banning of your account, or such other lesser measures described in Section 3 which SQUARE ENIX may take in its sole discretion, or an action for copyright infringement or other legal claims, all of which are reserved. You agree that offering or providing banned services to other players of the Service constitutes improper interference with SQUARE ENIX’s contracts with such players, and SQUARE ENIX reserves the right to take formal legal action against you if you do so, without warning.

2.1 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 Service. In addition, you may not take advantage of, or publicize or promote ways to take advantage of any Service system bugs or exploits.

2.2 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 prior written consent.

2.3 Private Servers. You may not create, operate, participate in or use any unauthorized servers intended to emulate the Service.

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

2.5 Hacking and Circumvention. You may not hack, disassemble, decompile, or otherwise modify the Service or server computer code in any way, except as expressly permitted by SQUARE ENIX or applicable law.

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

2.7 Commercial Spamming/Spimming. You may not use (or abuse) any chat and 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 (or its Licensor) may use a variety of methods to deal with violations of this Agreement and the Prohibited Activities, including, but not limited to, any of the following:

- Issuing a warning;
- Removing or deleting ill-gotten in-Service items or currency;
- Temporarily suspending an account;
- Permanently terminating an account;
- 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 its Licensor) shall be entitled to terminate any account (immediately and without notice) of any person who (1) was previously suspended or terminated by SQUARE ENIX and who SQUARE ENIX believes (in its sole discretion) re-registered using different registration information in order to circumvent or bypass such suspension or termination, or (2) SQUARE ENIX believes (in its sole discretion, based upon any information available, including registration and account information) that such person is enabling or assisting anyone else to conduct any Prohibited Activities of any kind.

The Prohibited Activities are as follows:

3.1 Sharing Account Information. You may not share your account or login information with anyone except your parents or legal guardians.

3.2 Disruption. You may not in any way disrupt or interfere with the Service experience of other players, including the disruption of SQUARE ENIX’s and Licensor’s computers and servers.

3.3 Profanity and Offensive Language. You may not use profanity or any language that a reasonable person would find offensive obscene or otherwise improper, as determined by SQUARE ENIX in its sole discretion. The Service is for players aged 13 and older. You agree to behave accordingly.

3.4 Flaming. You may not engage in “Flaming,” which includes messages designed to personally berate or insult another.

3.5 Trolling. You may not engage in “Trolling,” which is deliberately posting negative comments in order to “bait” others into responding. Please note that accusing someone else of being a troll may also be a form of trolling.

3.6 Attacks. Verbal/Written attacks against Members, Licensor’s and/or SQUARE ENIX’s staff and Community Team are not permitted.

3.7 Abuse. You may not engage in the following forms of abuse: belittling, harassing, intentionally misleading others, etc.

3.8 Hate Groups and Speech. You may not use hate speech, or use these forums 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.

3.9 Impersonation. You may not impersonate any person or entity or fraudulently hold yourself out as a SQUARE ENIX or Ankama employee, representative, or any other SQUARE ENIX- or Ankama-connected person or being affiliated with any such person or entity. For your own safety, we encourage users to safeguard their privacy, remain anonymous, and never give out personal information to other users.

3.10 Naming Right. You may not use any name or other intellectual property belonging to SQUARE ENIX and/or Licensor or any other third party in your use of the Service (for example, naming a character after a celebrity, company, product, or superhero).

3.11 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, defamation, harassment, and fraud.

3.12 False Account Information. If applicable, you may not provide SQUARE ENIX and/or Licensor with false information during the registration process.

3.13 Non-Commercial Spamming/Spimming. You may not use (or abuse) the Service to harass other players by engaging in spamming or spimming. This includes multiple posting 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.

3.14 Bumping. You may not post messages for the sake of repositioning a topic to the top of the forum index or other feed.

3.15 Pyramid Quotes. You may not engage in unnecessary pyramid quoting. Messages containing a quote within a quote within a quote can quickly fill pages with unnecessary redundancy. Usually one-to-two quotes are enough and any further should require trimming before being sent as final.

3.16 Multiple Topics/Cross-Posting. To prevent the forums from becoming disorganized, please use the Search feature for an existing thread before creating a new one. If one is pre-established, place your message there instead. Do not post messages unrelated to the topic at hand, known as “de-railing.”

3.17 Rant. While we welcome feedback, excessively negative comments or comments which are not done in a constructive, civil manner are prohibited.

3.18 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 Licensor 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.

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.

4. OWNERSHIP

SQUARE ENIX and Licensor own and shall retain all right, title and interest in and to the Service, 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. SQUARE ENIX or Licensor 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 Service. You receive only those limited rights to access and use the Service set forth herein.

PLEASE READ CAREFULLY: YOU DO NOT OWN YOUR FORUM ACCOUNT OR DATA, OR HAVE ANY PROPERTY RIGHTS TO YOUR ACCOUNT, ITS CONTENTS OR DATA, ALL OF WHICH YOU AGREE ARE MONETARILY WITHOUT VALUE.

5. RIGHT TO CHANGE OR TERMINATE THE SERVICE; DISRUPTIONS OF THE SERVICE

The Service is provided by SQUARE ENIX for so long as SQUARE ENIX wishes to operate the Service in its sole discretion. The Service may be modified, suspended or restricted by SQUARE ENIX at any time without liability to you. Further, the Service may be terminated or otherwise discontinued by SQUARE ENIX without prior notice

without liability to you. You acknowledge that the Service may experience interruptions, disruptions or other forms of downtime from time to time, for various reasons.

6. 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 Agreement, 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 to SQUARE ENIX, you hereby grant SQUARE ENIX and the Licensor 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 and SQUARE ENIX's and Licensor's (and their successors') business, including without limitation for promoting and redistributing part or all of the Website (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 and under this Agreement.

In connection with User Submissions, you affirm, represent, and/or warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize SQUARE ENIX to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Service and this Agreement; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in the User Submission to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Submissions in the manner contemplated by the Service and this Agreement.

You understand that when using the Service, you will be exposed to User Submissions from a variety of sources, and that SQUARE ENIX and/or the Licensor is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against SQUARE ENIX and/or the Licensor with respect thereto, and agree to indemnify and hold SQUARE ENIX and the Licensor, its respective owners, employees, affiliates, licensors, and employees harmless to the fullest extent allowed by law regarding all matters related to your use of the Service.

SQUARE ENIX and the Licensor take no responsibility and assume no liability for any User Submissions posted, stored or uploaded by you or any third party using the Service, or for any loss or damage thereto, and you are solely responsible for creating backup copies of and replacing any User Submissions you post or store on the Service at your sole cost and expense.

SQUARE ENIX does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and SQUARE ENIX and the Licensor expressly disclaim any and all liability in connection with User Submissions. SQUARE ENIX does not permit copyright infringing activities and infringement of intellectual property rights within the Service, and SQUARE ENIX will use commercially reasonable efforts to remove all allegedly infringing content and User Submissions in accordance with the procedures set forth in the Digital Millennium Copyright Act.

7. PRIVACY AND USE OF INFORMATION

By using the Service, you agree to SQUARE ENIX's Privacy Policy, which is incorporated into this Agreement by reference. The Privacy Policy governs how SQUARE ENIX will use and share your information, except as modified herein. Please note that, while Square Enix maintains the Service, the servers are owned by the Licensor. The Square Enix Privacy Policy will apply only to information you post on this Service, and not to any other web pages; i.e., the Square Enix Privacy Policy will not apply to your Wakfu or the Licensor account information. You agree that SQUARE ENIX 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 Restrictions or Prohibited Activities, and to confirm that you are abiding by the terms of this Agreement and related agreements. In order to protect SQUARE ENIX'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.

8. GENERAL TERMS

8.1 Indemnification. You agree to indemnify and hold harmless SQUARE ENIX, its Licensor and their parents, subsidiaries, affiliates, partners, officers, employees and agents from any claim, demand, or loss (including reasonable attorney's fees and court costs) incurred due to your usage of the Service, your engagement in Prohibited Activities or License Restrictions, and/or arising out of or related to content you submit, post, link to, transmit, or make available through the Service, your violation of this Agreement, or your violation of any rights of another User.

8.2 Disclaimer of Warranties. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SQUARE ENIX AND THE LICENSOR 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 AND THE LICENSOR ARE MAKING THE SERVICE 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 THE LICENSOR DO NOT WARRANT THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

8.3 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 regarding the forum against SQUARE ENIX or the Licensor, 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 or Licensor's costs and reasonable attorney's fees incurred as a result of the unsuccessful action.

8.4 Limited Liability/Remedy. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SQUARE ENIX AND/OR ITS AFFILIATES AND LICENSOR HAVE NO LIABILITY TO YOU WHATSOEVER, AND IN NO EVENT WILL SQUARE ENIX, ITS LICENSOR 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, REGARDLESS OF THE LEGAL THEORY. UNDER NO CIRCUMSTANCES WILL SQUARE ENIX OR THE LICENSOR 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.

8.5 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 Licensor or with the distribution, operation, development, or performance of the Service or any related products or services.

8.6 Choice of Law and Venue. This Agreement and all actions arising out of or related to your use of the Service or this Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law provisions. Any actions arising out of or related to your use of the Service or this Agreement shall be heard in the courts located within the County of Los Angeles, California. SQUARE ENIX operates and controls the Service from its offices in the United States. SQUARE ENIX makes no representation that the Service is appropriate or available in other locations. The information provided on 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.

8.7 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. SQUARE ENIX shall not 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.

8.8 Severability. If any sentence or any provision of this Agreement 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 Agreement will, nevertheless, continue in full force and effect without being impaired or invalidated in any way.

8.9 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.

8.10 Assignment. SQUARE ENIX shall have the right to assign and/or delegate in its sole discretion its rights and obligations under this Agreement 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.

8.11 Entire Agreement. This Agreement, together with the 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.

8.12 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 Agreement 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. Your continued use of the Service following any revision to this Agreement will demonstrate your full acceptance of any and all such changes.