

**WAKFU – FAN KIT OPERATING LICENCE**  
**Effective date : April 26th 2011**

v. 1

The Ankama Games company located at 75 bd d'Armentières 59100 Roubaix – France (the "Company") offers the MMORPG type game WAKFU (the "Game") as well as a Fan Kit related to this game (the "Fan Kit") on its website [www.wakfu.com](http://www.wakfu.com).

The present operating license contract (the "Contract") made between you and the Company rules all the Fan Kit uses and its content.

If you are under age, BEWARE! Your legal guardian or one of your parents must read and agree to the terms of this contract before any downloading or generally before any use of the Fan Kit.

Ticking the checkbox « *I agree to the terms of the contract* » leads to general acceptance of the rules stipulated below. In case of disagreement with these measures, you are kindly requested not to download the Fan Kit.

**1. LICENCE**

You are only granted for a limited, non-exclusive, non-transferable and non-attributable personal licence, to download the Fan Kit for your personal and non-commercial use, and in the limits described below.

You accept not to receive any title deed nor any other right to the Content and to the Fan Kit itself. Consequently, if you provide the public with the Content in full or in part via an Internet website for example, you commit yourself to making appearing the following comment:

« © 2011 Ankama. All rights reserved. WAKFU is a registered trademark belonging to Ankama. All the elements are used under licence ».

**2. USE LIMITS**

You agree to use the Contents for personal online use only such as posting on your "fan website" or any other non-commercial website, using images on social networks or in signature files for personal e-mails or as your computer wallpaper.

It is specified that the present contract allows you to use the Content provided by the Company via the Fan Kit only and under no circumstances another element extracted from the Game and/or one of the worlds belonging to the Company.

You are prohibited from modifying the Contents or producing tie-in products from them. You accept in particular not to alter, dismantle, decompile, or modify the Contents in any ways, unless if it reveals itself necessary to create a "fan website" inspired by the product WAKFU of the Company and under the condition that you were given the Company's consent.

You are prohibited from altering, removing or hiding any trademark or copyright notice possibly included in the Contents.

You must respect immediately any request from the Company to removing any offending Content to the present measures.

You agree and accept that you are not able to grant any secondary licence, alter or pass on in any other way the present licence or the Contents.

You agree not to use the Contents in combination with, or in Internet websites offering, in a non-exhaustive way:

- Pornographic and/or offending contents;
- Texts, sentiments or others that are defamatory and/or discrediting for the Company and/or any Ankama Group's subsidiary, its activity, and/or an Ankama Group's subsidiary activity, and/or the Fan Kit and its content;
- Products and/or services that are counterfeiting the ones of the Company and/or the ones of an Ankama Group's subsidiary as well as products and/or services unapproved by one of them named before.
- Activities against which the Company battles every day, such as phishing, account stealing, farming, cheating and pirating websites.

### **3. INTELLECTUAL PROPERTY AND TRADEMARKS**

All the contents and elements being part of the Fan Kit, including but with no restrain, any illustration, icon, image, avatar, graphics, logo and generally any electronic file, code or audio content, are extracted from the Game (the "Content" or "Contents") and are protected by French and international laws on copyrighting and intellectual property and belong and/or are under the Company or its subsidiaries' control.

### **4. LIABILITIES LIMITS**

The Fan Kit and the Content are provided "as is". THE COMPANY DOES NOT MAKE ANY EXPRESS, IMPLICIT (ENSUEING FROM FACTS OR LAW) OR STATUTORY DECLARATION NOR GARANTY OF ANY NATURE, ABOUT ANY SENTIMENT. NOTWITHSTANDING ANY OPPOSITE MEASURE IN THE PRESENT CONTRACT, THE COMPANY WILL NOT BE HOLD RESPONSIBLE IN ANY CASE FOR INDIRECT, SECONDARY, SPECIFIC OR EXEMPLARY DAMAGES ENSUEING FROM THE STIPULATED TRANSACTION BY VIRTUE OF THE PRESENT CONTRACT OR ANY RELATED TO IT, INCLUDING WITHOUT ANY RESTRAIN ANY LOSS OF PROFIT, OR LOSS OF BUSINESSES, EVEN IF THE COMPANY WAS BEFOREHAND WARNED ABOUT THE PROBABLE EMERGENCE.

In the respect of the governing laws, the Company and its partners will not be hold responsible for any damages happening further to the use of the Fan Kit or its Content.

### **5. AMENDMENTS AND REVISIONS**

The terms of the present contract can be amended, revised, or altered at any moment by the Company. You will be thus informed of these modifications by any way.

It is reminded that you accept the present contract's dispositions by using the Fan Kit and the Content you are provided by the Company, and you accept its modifications by

using the Fan Kit and/or the Content after the effective date of the aforementioned modifications.

If you do not agree with the aforementioned revisions, you will then be able to terminate the present contract in accordance with the measures of the Article 6.

## **6. DURATION AND TERMINATION**

This contract comes into force on your acceptance day and until it is put to an end. The Company reserves the right to put an end to the present contract at any time, with notice, for any reason and in its hands only.

You agree that the non-respect of the restrictions and limitations contained in the present Article 2, and the present contract's terms in general would cause to the Company a beyond repair harm. The Company thus reserves the right to take any measure that would be imperative to atone for the undergone harm.

You can terminate the present contract if you do not agree with the revisions realized by the Company as stipulated in the Article 5. You can then send a mail to the Company to the following address: Ankama Games, Service Support, BP 60403, 59057 Roubaix Cedex 1, France, specifying your will to terminate the Contract or via the online support at <http://support.ankama.com>.

When the present Contract is terminated, you agree to stop using the Fan Kit and its Content.

## **7. MISCELLANEOUS**

You are prohibited from selling, transferring, selling under licence, *giving in security* or negotiating any of the rights you are granted by the present contract.

The present Contract is ruled by the French law, unless if the law of your country of residence stipulates more favorable conditions.

If any of the present Contract's stipulations is null with regard to a legal rule or the legislation in force, it will be considered unwritten, but will not lead to the nullity of the present Contract.

This Contract constitutes the only consent between the parties and replaces all the prior written or verbal consents. There is not any related element or additional consent apart from these elements mentioned above.

In case of termination of the Contract, the Articles 3, 4 and 7 continue applying.