

PLEASE, READ THE FOLLOWING DOCUMENT CAREFULLY,
BEFORE ACCEPTING ITS TERMS AND CONDITIONS.

This end-user license agreement refers to the software product called Band of Crusaders, which is a strategy RPG video game set in medieval Europe (the „Game“). The sole owner of the copyright to the Game is Virtual Alchemy sp. z o.o. VAT ID (NIP) 5213955286. Certain rights have been licensed to NCSoft Corporation.

Be advised that:

The Game is intended for persons 16 years of age and over, however, depending on the laws of Your country, the minimum age requirement may be 18 years of age or more or playing the Game may be completely prohibited - please make sure You know which rules apply to You and act accordingly.

The Game contains violence and blood, sensitive individuals should consider avoiding playing. Some people exposed to flashing lights or certain light combinations may experience epileptic seizure, seizure or loss of consciousness.

1. TERMS OF EULA

This end user license EULA (the „EULA“) is between You as the end user („You“ or „Your“ and Virtual Alchemy sp. z o.o., with its registered office in Warsaw, Poland, VAT ID (NIP) 5213955286 („We“, or „Us“ or „Our“ or „Studio“). Both the Studio and You may also be referred to as the „Parties“ or individually as „Party“.

If You do not agree with any or all of the terms of this EULA, You must not proceed any further and exit the software product (the Game) immediately.

By proceeding further, or by installing, or copying or using in any other way the Game, You agree to be bound by the terms of this EULA, represent and warrant to the Studio that:

- * You have read this EULA;
- * You understand this agreement;
- * You are at least 16 years old.

The terms of this EULA may be amended, modified or supplemented at any time by the Studio in its sole discretion, including , without limitation, when the Studio upgrades the Game, upon prior notice upon first entering the Game after such change or amendment.

Installation and use of any of Studio's updates, upgrades, or modifications to the Game or Your continued use of the Game after such notice of change is treated as acceptance of the changed EULA terms.

2. SCOPE OF THE EULA

This EULA is a legal contract between the parties, which includes using the Game for entertainment purposes. It also includes any associated updates, changes, and media if any provided by the Studio.

As used in this EULA „Updates“ shall mean any updates, modifications, patches of the Game, made available to You.

If accepted, this EULA and documentation is binding for You.

3. LIMITED USE OF THE LICENSE

By accepting this EULA, You are allowed to install the Game on Your computer or any other appropriate hardware for the sole purpose of playing the Game.

Playing the Game is only possible by downloading it from the distribution platform operating under GOG name and installing it, provided that the equipment meeting the technical requirements is available.

By accepting this EULA the Studio grants You a limited, non-exclusive, non-transferable license to:

- * Install one copy of the Game on one or more computers and/or hardware devices owned by You; however, while You may install the Game on one or more computers and/or hardware devices, You may only play the Game on one computer or hardware device at a time.
- * Use of the Game in accordance with this EULA and the documents, for lawful and non-commercial purposes.

You agree that this EULA does not grant You any of the following:

- * Transfer of rights to the Game (that includes trademarks, logo etc.);
- * Permission to modify, or distribute or use of the Game for commercial purposes;
- * Reverse engineering, disassembly or decompilation.

4. LIMITATIONS AND RESTRICTIONS

The use of the license granted, in Section 3 above, is limited and personal, and is subject to (as well as this EULA and the documents) the following restrictions and limitations.

You agree that You will not:

- * Reverse engineer, disassemble, decompile, or change or modify in any other way the source code of the Game;
- * Assign, rent, lease, sublicense, sell or transfer in any other way the Game;
- * Copy, reproduce or incorporate the Game, in whole or in part;
- * Tamper with any trademarks or copyrights related to the Game;
- * Exploit the Game in any purpose other than entertainment;
- * Use any unauthorized third-party software that „mine”, intercepts, or collects information from/through the Game, however, the Studio may, at its sole discretion, allow to use of such programmes on a case-by-case basis;
- * Allow any connection to any unauthorized servers that emulate, or attempt to emulate the Game.

5. NECESSARY PERMISSIONS

By installing the Game You accept this EULA in full without any limitations or objections.

6. INTELLECTUAL PROPERTY RIGHTS

The Game (in whole or in parts) and its trademarks are protected by copyrights laws and international copyrights and conventions, and also other applicable laws.

The Studio is the sole owner of all rights and interests to the Game, that include Your account in the Game, software Game content, any updates and documentation that will be provided to You.

7. CONSENT TO MONITOR / PERSONAL DATA PROTECTION

If You choose to submit a crash report, the Studio may collect and process technical data related to the incident, which may include: Your IP address, hardware specifications (GPU, CPU and other), operating system, drivers, Your activity in the Game. This data is used exclusively to diagnose and resolve technical issues and to support the improvement of the Game.

8. TERMINATION OF THE EULA

This EULA is effective from the day You install the Game, until terminated.

If You wish to terminate this EULA You may do so at any time by:

- * Permanently destroying all copies of the Game that You possess;
- * Removing the Game software completely from each computer or other applicable hardware device on which You have installed the Game.

The Studio may terminate this EULA at any time for any reason, with no notice. If so You must immediately and permanently destroy all copies of the Game in Your possession, and remove the Game completely from any computer You have installed it on.

9. PATCHES AND MODIFICATIONS

The Studio or its subcontractors may provide with the patches or modification to the Game, that must be installed in order to lawfully continue playing the Game.

Such update or modification may be done remotely without Your knowledge and You hereby grant to the Studio Your consent to do so.

10. LIMITED WARRANTY

THIS GAME AND ALL SERVICES RELATED TO IT ARE PROVIDED BY THE STUDIO „AS IS” WITHOUT ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR UNINTERRUPTED USE.

THE ENTIRE RISK ARISING OUT OF USE OF THE GAME REMAINS WITH THE USER.

11. INDEMNITY AND LIMITATION OF LIABILITY

Neither the Studio or its partners, subsidiaries, affiliates or vendors shall be liable in any way for any loss or damage of any kind, arising out of the Game or its use, including, without limitation, loss of data, or goodwill, computer failure or malfunction, applicable hardware device failure or malfunction, or any and all other damages or losses.

Neither the Studio or its partners, subsidiaries, affiliates or vendors shall be liable in any way for any loss or damage of any kind to players' virtual characters, virtual goods, currency, accounts, statistics, or ranks, or stored profile information

The Studio shall not be responsible for any interruptions, including, without limitation, software or hardware failures or any other event which may result in data loss.

In no event shall the Studio or its partners, subsidiaries, affiliates or vendors be liable in any way for any loss or damage of any kind for punitive damages higher than the aggregate total fees paid by You to the Studio within the last 4 (four) months.

12. GOVERNING LAW

This EULA and use of the Game and all other documentation is governed by Polish law.

If any disputes arise upon this EULA, the parties shall solve it through negotiations in good faith, however, if after 30 (thirty) days of such negotiation will not lead to a consensus, the court proper for trial is the court in Warsaw, Poland.