

# Online Game Service User Agreement

To protect the rights of consumers (hereinafter referred to as 'Party A': personal data should be filled in according to the registration process) when using the online game services provided by IWPLAY World Interactive Entertainment Technology Co., Ltd. (hereinafter referred to as 'Party B'), please read the following agreement carefully before registering. As the content of this agreement may be updated due to changes in regulations, Party B will periodically publish the updated terms on the official game website and notify Party A via the website or the contact information registered. Party A is encouraged to check regularly to protect their rights.

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## Article 1:

Party B hereby reminds Party A that if Party A is a minor over the age of seven (as defined by the Civil Code: adulthood is reached at the age of eighteen), Party A must obtain permission from a legal representative (such as a parent or guardian) in order to register as a member of the game. If Party A is under the age of seven (as defined by the Civil Code: minors under the age of seven have no legal capacity), the registration must be completed by Party A's legal representative.

Party B shall clearly display in Chinese on the homepage, login page, or purchase page that if Party A is a person with limited or no legal capacity, in addition to complying with the above provision, their legal representative must read, understand, and agree to all terms of this contract before Party A may use the game services. The same applies when the terms of this contract are amended.

## Article 2:

If a person with limited legal capacity makes a payment without consent, or a person with no legal capacity makes a payment without it being done by their legal representative, resulting in the legal representative requesting a refund, the legal representative may submit an application along with supporting documents in accordance with the procedure announced on the official website. Upon Party B's verification, any unused game fees shall be refunded. However, if the individual has used deception to make others believe they had legal capacity or had obtained the consent of a legal representative, as described in Article 83 of the Civil Code, the above refund policy shall not apply.

### **Article 3:**

To promote the healthy physical and mental development of children and adolescents and to protect their related rights, Party A understands that each game must be labeled with an age rating in accordance with the classification standards set by the “Game Software Rating Management Regulations.” Party B has indicated the rating category on the official game website, and Party A shall pay attention to and agree that they meet the legal age requirements for accessing services of the corresponding rating level.

### **Article 4: Scope of the Agreement**

1. This agreement shall be effective from the time Party A completes registration as a member of the game until the contract is terminated.
2. Both Party A and Party B agree that Party B will provide online game services and other related services to Party A, and the rights and obligations of both parties in relation to these services shall be governed by the terms of this agreement.
3. If any content of this agreement becomes inappropriate or requires amendment due to changes in laws or administrative orders, Party B shall publicly announce the changes on the game website homepage, login page, or purchase page, and notify Party A in writing or through the contact information registered by Party A.

### **Article 5: Content of the Agreement**

Party A agrees that the following documents shall be considered an integral part of this agreement and shall have the same legal effect as this agreement:

1. Advertisements or promotional materials related to the service provided by Party B.
2. Rate charts and game management rules for paid games.

In the event of any ambiguity in the terms of this agreement, the interpretation most favorable to Party A shall prevail.

### **Article 6: Definitions**

The terms used in this agreement are defined as follows:

1. **Online Game:** Software through which Party A connects to the internet and accesses the network servers set up by Party B, allowing Party A to play games simultaneously with other unspecified users.
2. **Game Website:** The website established by Party B for the provision of this game service.
3. **Game Management Rules:** Rules established by Party B to safeguard the rights of all members, specifically regulating gameplay procedures and member conduct within the game.
4. **Game History:** Electromagnetic records generated by Party A during gameplay, which can be provided by Party B's computer system within the data retention period.
5. **Top-up:** Funds or balance prepaid by Party A to Party B.
6. **Third-party Program:** Any program not provided by Party B that aims to affect or alter the operation, performance, or conduct of the online game, including results achievable without human operation.
7. **Game Start:** The point at which Party A completes registration for an account to access the online game service provided by Party B.
8. **Game Package:** Software that includes primary and secondary programs and is capable of fully executing online game functions.
9. **Downloading Software:** The act of downloading the game package from the internet.
10. **Necessary Costs:** The costs incurred by Party B in fulfilling this agreement, including payments to third parties.

## Article 7: Pricing Standards, Amendments, Notification Requirements, and Scope of Service

The billing method for this game service is:

- ☒ Free-to-play
  - ☐ Time-based
  - ☐ Other pricing model
1. Within the game (e.g., game mall, online store, etc.), if there are points, items, or other services that require additional payment by Party A (such as virtual currency, treasures, or advanced tools), Party B shall clearly announce the payment methods and product information on the official website homepage, game login page, or purchase page.

2. When adjusting rates, Party B shall announce the scheduled rate changes at least thirty (30) days before the effective date on the official website homepage, game login page, or purchase page. If Party A has registered contact information during account registration, Party B shall also notify Party A using that contact information.
3. If rates are adjusted, charges shall be calculated based on the new rates from the effective date. If the new rates are higher than the previous ones, any paid points or game fees registered by Party A on the official website before the effective date shall be charged at the old rates.

The services provided under this agreement consist of Party B supplying internet servers for Party A to log in and play the game via an internet connection. However, this does not include the internet access services that Party A must apply for from an internet service provider, nor the hardware required for internet access.

#### **Article 8: Information Required for Game Service Disclosure**

Party B shall clearly display the following information on the official website homepage, game login page, purchase page, and on the game package:

1. The game's age rating and the appropriate or restricted age group, as required by the Game Software Rating Management Regulations.
2. The minimum software and hardware requirements to run the game service.
3. Whether any security features are provided, and whether such features are free or paid.
4. For any chance-based items or events that can be directly or indirectly purchased in full or in part, the details of the event, types of prizes, winning probability percentage, and related information must be disclosed. A statement such as "This is a chance-based item; purchasing or participating in the event does not guarantee a specific item" must also be included.

The "winning probability" mentioned in Item 4 refers to the probability of obtaining the chance-based item or meeting the event conditions after making a payment.

#### **Article 9: Game Management Rules**

To regulate gameplay, Party B shall establish reasonable and fair game management rules. Party A shall comply with the game management rules announced by Party B, relevant laws and regulations, as well as all applicable internet practices and norms, and shall be responsible for all content transmitted through this service.

Party A agrees and guarantees not to post, distribute, or transmit any statements or information through this service that are defamatory, false, threatening, obscene, indecent, illegal, or infringe upon the rights, interests, or intellectual property of others.

Any amendments to the game management rules shall be made in accordance with the procedures outlined in Article 22.

The provisions of the game management rules shall be deemed invalid if any of the following circumstances apply:

1. They contradict the provisions of this agreement.
2. They deprive or limit Party A's legitimate contractual rights. (However, this does not apply to disciplinary actions taken by Party B in accordance with Article 10.)

### **Article 10: Handling Violations of Game Management Rules**

Unless otherwise provided in this agreement, when there is sufficient evidence that Party A has violated the game management rules within the game, Party B shall announce such violation on the official website homepage, login page, or purchase page, and notify Party A using the contact information provided during registration.

If Party A violates the game management rules for the first time, Party B shall notify Party A to make improvements within a specified period. If Party A fails to comply after being notified, Party B may, depending on the severity of the violation and in accordance with the game management rules, suspend or restrict Party A's access to the game. If Party A commits the same violation again, Party B may immediately restrict Party A's game access rights to protect the interests of all game members. Each suspension imposed by Party B under the game management rules shall not exceed seven days at a time.

### **Article 11: Game Registration**

When applying to use the game, Party A shall complete the member registration process by providing personal information. If any of the registered personal information is incorrect or has changed, Party A shall proactively correct it immediately.

If Party A fails to provide accurate personal information, or if the previously provided information is no longer valid and has not been updated, Party B may suspend Party A's access to the game and the ability to inquire about game history until the correct or updated information is provided. Each suspension of game services shall not exceed seven days.

### **Article 12: Use of Account and Password**

The account and password obtained by Party A upon completing the registration process are for Party

A's personal use only. Party A shall not transfer or lend the account and password to any third party. Any disputes arising from such actions shall be the sole responsibility of Party A.

The password mentioned above may be changed through the modification mechanism provided by Party B. Business operators (including customer service representatives and game administrators) shall not request Party A's password.

Party B shall retain Party A's account and all electromagnetic records associated with the account for 30 days after the termination of the contract.

If the contract is terminated for reasons not attributable to Party A, Party A may apply to continue using the account and associated electromagnetic records within the aforementioned 30-day period. If Party A does not apply for continued use by the end of that period, Party B may delete the account and all associated data, unless otherwise required by law.

### **Article 13: Notification and Handling of Unauthorized Use of Account and Password**

If either party discovers that an account or password has been used illegally, they shall immediately notify the other party, and Party B shall conduct an investigation. Upon confirmation of such unauthorized use, Party B may suspend the use of the account or password, issue a new account or password to Party A, and immediately restrict the third party's access to the game service. The relevant procedures shall be outlined in the game management rules.

At the time Party B restricts access to the game, it shall immediately notify the aforementioned third party via the official website, SMS, email, push notification, or any other method agreed upon by both parties to allow the third party to provide an explanation. If the third party does not respond within seven days of receiving the notice, Party B shall restore the improperly transferred electromagnetic records to Party A. If restoration is not possible, a mutually agreed form of reasonable compensation shall be provided. Once the restoration or compensation is completed, the restriction on the third party shall be lifted. However, if Party B provides free security features (e.g., anti-theft card, phone lock, etc.) and Party A chooses not to use them, or if the incident is otherwise attributable to Party A, Party B shall not be held responsible for the restoration or compensation.

If the third party does not agree with Party B's handling of the matter, Party A may file a police report and resolve the issue through judicial procedures.

During the period in which access is restricted according to the first paragraph, Party B shall not charge Party A or the third party any fees.

If Party A makes a false report that results in damages to Party B or a third party, Party A shall bear all legal responsibility.

### **Article 14: Right to Terminate the Contract**

Party A may terminate this contract within seven days after starting the game by providing written notice to Party B. Party A does not need to provide a reason or bear any fees. Party A may request a refund from Party B for any unused paid points.

If the original vendor from which the purchase was made refuses or is unable to process the refund, Party B shall promptly issue the refund to Party A upon request.

Upon termination of the contract under the preceding paragraph, Party B has the right to delete Party A's game character, account, virtual items, and other related data.

#### **Article 15: Personal Data**

The protection of personal data shall be handled in accordance with relevant legal regulations.

Except as required by law or requested by competent authorities, Party B shall not sell, exchange, rent, or publicly disclose Party A's name, address, email address, or any other legally protected personal information without Party A's consent.

Within the scope permitted by law, Party A agrees that Party B may compile statistical data based on Party A's personal information. If such statistical data does not involve the disclosure of Party A's identity, Party A agrees and authorizes Party B to use it for any lawful and public purposes.

Under the following circumstances, Party B may lawfully disclose Party A's personal information or game history:

1. In response to legal requirements or requests from competent authorities.
2. In emergency situations where it is necessary to protect the personal safety of Party B's members or the public.

#### **Article 16: Electromagnetic Records**

All electromagnetic records related to this game belong to Party B. Party B shall maintain the integrity of Party A's relevant electromagnetic records within the retention period. Party A has the right to use and control the aforementioned electromagnetic records but this does not include transfer or profit-making activities beyond the scope of the game service.

#### **Article 17: Retention Period, Inquiry Methods, and Fees for Game History**

Party B shall retain Party A's personal game history records for a period of thirty (30) days (counting backward from the date of the game history request, inclusive) for Party A's inquiry. Party B shall have no obligation to retain records beyond thirty days and shall not process any inquiry requests from Party A exceeding this period.

Party A may apply to review their personal game history in writing, online, or in person at Party B's service center and must provide personal information matching valid identification for verification.

The inquiry fee is NT\$150, which shall be borne by Party A.

Upon receiving Party A's inquiry application, Party B shall provide the personal game history described in the first paragraph and deliver the data within seven days using storage media such as CDs or disks,

or in written or electronic mail formats.

#### **Article 18: Information Disclosure**

Party B shall provide relevant information about the game on the game website and update it periodically.

#### **Article 19: Connection Quality**

If Party A uses telecommunications equipment and suffers damage due to errors, delays, disconnections, or transmission failures caused by such equipment, Party B shall not be liable for compensation.

When Party B plans to temporarily suspend all or part of the game service for maintenance of related systems or hardware and software, it shall announce the suspension at least seven days in advance on the official website homepage, game login page, or purchase page. However, this does not apply to temporary, urgent situations or causes not attributable to Party B.

If Party A is unable to connect to and use the game service due to reasons attributable to Party B, Party B shall promptly correct or repair the issue. Party B shall refund any game fees or in-game items deducted during the period of service interruption. If refund is not possible, reasonable compensation shall be provided.

#### **Article 20: Responsibilities of the Business Operator and the Consumer**

When providing the service under this agreement, Party B shall properly maintain its computer systems to ensure security consistent with the reasonable expectations based on current technology and professional standards.

If Party B's computer systems or electromagnetic records are damaged or malfunction, Party B shall take reasonable measures to restore them as soon as possible.

If Party A suffers damage due to the above or due to bugs in the game software, Party B shall be liable for compensation based on the extent of the damage, unless Party B can prove it was not at fault, in which case liability may be reduced.

During the period when Party B's computer system is malfunctioning as described above, Party B shall not charge Party A any fees until the system is fully repaired and operating normally.

Disputes arising between Party A and third parties due to shared accounts or having others pay for points shall not be handled by Party B.

#### **Article 21: Right to File Complaints**

If Party A is dissatisfied with the connection quality, game management, billing, other related service quality provided by Party B, or disputes any disciplinary actions taken by Party B under the game

management rules, Party A may file a complaint within seven days from the day after receiving notification. Complaints can be submitted to Party B's customer service center, by email, or in writing. Party B shall respond with the handling result within fifteen days of receiving the complaint. Party B shall clearly specify service hotlines, email addresses, and 24-hour complaint channels in the game website, game management rules, or service agreement. Complaints made by Party A regarding third parties using cheat programs or other actions affecting game fairness shall be handled in accordance with the provisions of the first paragraph.

## **Article 22: Contract Amendments**

When Party B modifies any content of this agreement, it shall announce the changes on the official website homepage, game login page, or purchase page, and notify Party A using the contact information registered by Party A.

If Party B fails to make such announcements and notifications as required above, the contract amendments shall be deemed invalid.

Within fifteen (15) days after receiving the notification mentioned in the first paragraph:

1. If Party A does not express opposition or continues to use the service, Party B shall continue to provide the game service according to the amended contract terms.
2. If Party A expresses opposition, the contract shall be terminated in accordance with the termination provisions.

## **Article 23: Termination of Contract and Refund**

Party A may notify Party B at any time to terminate this contract.

Upon termination, Party B shall, after deducting necessary costs, refund Party A's unused paid points or game fees within thirty (30) days by cash, credit card, bank draft, registered mail check, or other methods agreed upon by Party A. Alternatively, the refund may be handled according to the parties' agreement.

Party B may immediately terminate this contract upon notifying Party A via the registered contact information if Party A is involved in any of the following serious circumstances:

1. Malicious attacks or damage to Party B's computer systems using any tools or software.
2. Using cheat programs, viruses, game bugs, or any other means violating the normal game settings or fairness.
3. Paying for points or in-game items by impersonation, fraud, or other deceptive methods.

4. Violating the game management rules three or more times for the same reason, and failing to improve after being notified as per Article 10, Paragraph 2.
5. Being found by judicial authorities to be engaged in any illegal activities related to the game.

If Party B makes an incorrect determination or cannot provide evidence regarding the above, Party B shall be liable for any damages caused to Party A due to contract termination.

If Party B terminates the contract with Party A due to the above serious matters, Party A shall be liable for damages caused to Party B.

If Party A has not logged into the game service for over one year, Party B may notify Party A to log in within fifteen (15) days from the notification date. If Party A fails to log in within the specified period, Party B may terminate this contract.

#### **Article 24: Cessation of Operations**

If the contract is terminated due to Party B ceasing the operation of the game service, Party B shall announce this at least thirty (30) days prior to termination on the official website homepage, game login page, or purchase page. If Party A has registered contact information at the time of account registration, Party B shall also notify Party A using that contact method.

If Party B fails to make the announcement and notification within the specified period, Party B shall refund Party A's unused paid points or game fees without deducting any necessary costs, and shall also provide other reasonable compensation to Party A.

#### **Article 25: Delivery Address**

For all notifications related to this contract, Party A agrees that Party B may deliver notices by posting them on the game website, during gameplay announcements, via online instant messaging, or using the contact information registered by Party A.

If the registered address changes, Party A shall immediately notify Party B. If Party A fails to notify the address change or for any other reason the notice cannot be delivered or is refused, the notice shall be deemed legally delivered at the time Party B sends it.

If Party B is unable to deliver notices due to Party A providing incorrect or outdated personal information that was not updated, Party B shall not be liable for any damages resulting from such failure to deliver.

#### **Article 26: Governing Law**

This contract shall be governed by the laws of Taiwan.

#### **Article 27: Jurisdiction**

Party A and Party B agree that the New Taipei District Court of Taiwan shall be the court of first instance.

This agreement does not exclude the application of Article 47 of the Consumer Protection Act and Article 28 Paragraph 2 and Article 436-9 of the Code of Civil Procedure.