

SHOCKPLAY.COM TERMS OF SERVICE

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PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE JOINING AND USING SHOCKPLAY.COM. By using this site, you signify your agreement to these Terms ("Terms"). We have created this page so that you, the user of our Services, shall be informed of the rules governing use of our Services. If you do not agree to these Terms, do not use the Shockplay.com site. When Raketspel AB modifies these Terms of Service all members will be notified by e-mail or on the Shockplay.com site.

Since the document Terms of Service contain legal obligations, please read it carefully.

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1. Description of Services

Raketspel AB provides members with access to online games, including online chat and other services related to the games. Unless explicitly stated otherwise, any new features that augments or enhances the current Services, including the release of new Raketspel AB web sites, shall be subject to the Terms of Service. You understand and agree that the Service is provided on an "AS IS" and "AS AVAILABLE" basis and that Raketspel AB assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. In other words, Raketspel AB does not guarantee that the Service will be error free.

2. Registration Obligations

In consideration of your use of the Shockplay.com site, you agree to provide accurate and current information about yourself as prompted by the registration form and to update the data as necessary to maintain its accuracy. You will not impersonate any person or entity, nor will you misrepresent your affiliation with any person or entity. Raketspel AB reserves the right to terminate any user's access to any of the Services for any conduct that Raketspel AB, in its sole discretion, believes is or may be directly or indirectly harmful to other users, to Raketspel AB or its subsidiaries, or business contractors, or to other third parties, or for any conduct that violates any local, state, federal, or foreign laws or regulations, including (without limitation) applicable copyright law.

3. Membership fee

You, the subscriber, may incur some or all of the following fees: To view current pricing please go to the "join now" section at shockplay.com. Payment may be made by credit card, debit card, check or money order AND in some other countries also via SMS.

4. Payment

You authorize us to charge your credit card or other approved payment facility for all costs and charges you lawfully owe, until this Agreement is cancelled or terminates. You are responsible for informing Customer Service, of all actual or apparent breaches of security, lost cards or passwords, or unauthorized use, and remain liable for all uses until we are informed.

You are responsible for entering the correct SMS code when paying for the Shockplay.com paid subscription service and/or any other services provided on the Shockplay.com site.

5. Trial membership

Raketspel AB occasionally offers promotional trial memberships to its paid subscription service at special discounted price. Subscribers that sign up for such trial membership will be automatically renewed at the normal subscription rate at the end of the trial period, unless the Subscriber cancels at least 1 day before the end of the trial period.

6. Taxes

You are solely responsible for any and all applicable taxes, surcharges or fees associated with prize receipt and/or use. Shockplay.com will withhold and/or report taxes as required by the applicable law of Shockplay.com's jurisdiction and winner's jurisdiction.

7. Termination of account

SHOCKPLAY.COM (Raketspel AB) can terminate your subscription or access to all or part of the service at any time and for any reason in our sole discretion. If you are not in violation of any of the terms and conditions herein described in the event of such termination you will receive a refund equivalent to the remaining balance of your subscription period.

You can terminate your subscription at any time. When termination is requested by a Subscriber, Subscriber account will not be automatically renewed and access will be terminated on the expiration date. When termination of membership is requested by a subscriber no refund will be given.

RAKET SPEL AB is not liable for any damages whatsoever, for or on account of any cause or claim whatsoever, including poor service, beyond the amount paid by or on behalf of you, the subscriber, to RAKET SPEL AB in the preceding twelve months.

8. Restrictions On Use of Materials

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You understand that each person or entity shall be solely responsible for all information, graphics, video, data, text, sound, photographs, software, music, messages or other materials ("Content") that is uploaded, posted, emailed,

transmitted or otherwise originating from such person or entity via the Services, whether publicly posted or privately transmitted. This means that you, and not Raketspel AB, are entirely responsible for all Content that you upload, post, email or otherwise transmit via the Services. Raketspel AB does not control the Content posted via the Services and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Services, you may be exposed to Content that is offensive, indecent or objectionable.

In order for everyone to enjoy the experience of using our Services you will follow the Terms of Service set forth in this document and all applicable local and International laws.

9. You Agree That You Will Not Use The Service To

- a. Transmit any message, information, data, text, software or images, or other content ("Material") that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libellous, or otherwise objectionable that may invade another's right of privacy or publicity.
- b. Impersonate any person or entity, including but not limited to, an INTM official, forum leader, guide or host or falsely state or otherwise misrepresent your affiliation with a person or entity.
- c. Give your password to anyone, and you will not provide your billing or credit information except to make a purchase.
- d. Post or transmit any Material that you do not have a right to reproduce, display or transmit under any law or under contractual or fiduciary relationships (such as nondisclosure agreements).
- e. Make contacts or requests of any sort to minors and/or encourage interactions with minors of a sexual nature.
- f. Use the Site's communication features in a manner that adversely affects the availability of its resources to other users (e.g., excessive shouting, use of all caps, or flooding continuous posting of repetitive text).
- g. Upload any screen names or e-mail addresses, or collect personal information for any commercial use or unlawful purposes.
- h. Post or transmit any Material that contains a virus or corrupted data.
- i. Delete any author attributions, legal notices or proprietary designations or labels that you upload to any communication feature.
- j. Post or transmit any unsolicited advertising, promotional materials, "junk mail", "spam", "chain letters," "pyramid schemes" or any other form of solicitation or any non-resume information such as opinions or notices, commercial or otherwise.
- k. Violate any applicable local, state, national or international law.
- l. Upload or transmit any Material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party.
- m. Violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, regulations promulgated by the Federal Trade Commission, The European Union and any regulations having the force of law on a national or international level.
- n. Use any automated means, including (without limitation) additional computers, software and scripts, to enhance play and increase your chances in Raketspel AB games and promotions.
- o. Delete or revise any Material posted by any other person or entity.
- p. Manipulate or otherwise display the Site by using framing or similar navigational technology.
- q. Purchase any goods or services that you are prohibited from purchasing or possessing by any law applicable to you in your jurisdiction. The responsibility for ensuring compliance with all such laws shall be the user's alone. By submitting an order to purchase goods or services, you represent and warrant that you have the legal right to purchase such goods or services.

u. Advertise, offer for sale or link to sites that provide the following services and products:

- Pornography or any kind of item or service that could be considered indecent, obscene and, or unlawful under any national or international law.
- "Pirate" or counterfeit copies of copyrighted material.
- Weapons, explosives or any kind of firearms.
- Pharmaceuticals or controlled substances.
- Stolen or counterfeit items.
- Items that could be considered dangerous or harmful.
- Any items that requires a license to sell and which you do not have. In other words you are not allowed to sell any items you do not have the legal right to sell.

10. Subscriber represents and warrants that he or she

- is at least 18 years of age;
- will not violate any applicable laws or regulations of any state or federal legislature or regulatory body;
- will not plagiarize, violate or otherwise infringe upon the trademark, copyright, or any other rights of any person, firm or entity, expressly including libel, slander or invasion of rights of privacy, publicity or "moral rights (droit moral)".

Subscriber will indemnify Raketspel AB, its providers and its corporate affiliates and employees against any losses arising out of any claim which if proved true would constitute a breach of any of Subscriber's representations and warranties above.

This is our only Agreement. It cannot be modified orally. It is governed by Swedish law and any lawsuit arising out of this Agreement, the Shockplay.com website, SHOCKPLAY.COM, and/or the Service may be brought only in courts located in Gothenburg, Sweden. Raketspel AB's delivery of any words or programs is deemed complete at the moment access is provided to the user or subscriber and it is agreed that such access occurs in Gothenburg, Sweden. Upon delivery user or Subscriber assumes sole legal responsibility for causing transportation the words and images to any termination for any cause whatever.

Send complaints or notices to SHOCKPLAY.COM Raketspel AB customer.service@shockplay.com.

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11. Copyrights and Trademarks

You acknowledge and agree that Raketspel AB owns all U.S. and international copyright and all other intellectual property rights to this Site and all materials provided on this Site, unless otherwise expressly indicated. All rights are reserved by Raketspel AB. "SHOCKPLAY.COM" is a service mark of Raketspel AB.

Raketspel AB will not tolerate copyright infringement and reserves the right to block, disable, or otherwise remove any content or materials uploaded to the Site as well as terminate access to the Site if you engage in copyright or other intellectual property infringement. The law provides for civil and criminal penalties for copyright and other intellectual property law infringements. Displaying, storing, copying, or otherwise making available any content from the Site on another website without the prior written permission of Raketspel AB is expressly prohibited.

12. Privacy Policy

Raketspel AB respects your right to privacy and understands that visitors and members to Shockplay.com need to be in control of their personal information. To that end Raketspel AB has developed a Privacy Policy and you should review it carefully.

13. Child Safety

Regarding Child Safety at Shockplay.com, please click [here](#) to view our Child Safety document.

14. Warning – Epilepsy Warning

PLEASE READ BEFORE USING SHOCKPLAY.COM OR ALLOWING YOUR CHILDREN TO USE IT.

Some people are susceptible to epileptic seizures or loss of consciousness when exposed to certain flashing lights or light patterns in everyday life. Such people may have a seizure while watching certain television images or playing certain video games. This may happen even if the person has no medical history of epilepsy or has never had any epileptic seizures. If you or anyone in your family has ever had symptoms related to epilepsy (seizures or loss of

consciousness) when exposed to flashing lights, consult your doctor before playing games at Shockplay.com. We advise that parents should monitor the use of Shockplay.com by their children. If you or your child experiences any of the following symptoms: dizziness, blurred vision, eye or muscle twitches, loss of consciousness, disorientation, any involuntary movement or convulsion, while playing at Shockplay.com, IMMEDIATELY discontinue use and consult your doctor.

15. Indemnity

You understand that you are personally responsible for your behaviour while using our Services. You agree to indemnify and hold Raketspel AB and its subsidiaries, affiliates, officers, agents, co-branders or other partners and employees harmless from any claim or demand, including reasonable attorneys' fees, related to any information you submit to or distribute through Shockplay.com or related to your use or conduct on the Service.

16. Links to Other Websites

Raketspel AB makes no representation whatsoever regarding the content of any other websites that you may access from this site. When you access a website that is not part of Raketspel AB, please understand that it is independent from Raketspel AB and that Raketspel AB has no control over the content on that website. A link to a website that is not part of Raketspel AB does not mean that Raketspel AB endorses or accepts any responsibility for the content or use of such website.

17. No Resale of Services

You agree not to reproduce, sell or otherwise exploit for any commercial purposes, any portion of the Service, use of the Service or access to the Service.

18. Chat, Message Board and Instant Messaging Behaviour

You are solely responsible for the content of any comments you make within chat areas or posted to message boards. You agree that no comments submitted by you to this website will: (i) violate any right of any third party, including copyright, trademark, privacy or other personal or proprietary rights; (ii) be or contain libellous or otherwise unlawful, abusive, or obscene material or constitute the misappropriation of the trade secrets of any third party; and (iii) disparage the products or services of any third party. You agree not to submit any personal information (other than your email address or user name) in chat areas or messages posted on this site by you. You agree to comply with the Code of Conduct.

19. Your Dealings With Advertisers

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Services, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that Raketspel AB shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Services. Raketspel AB makes no representations concerning any effort to review the content of any of the sites linked to the Shockplay.com web site.

20. Disclaimer Of Warranties

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21. Limitation Of Liability

YOU UNDERSTAND AND AGREE THAT:

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL RAKETSPEL AB BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, SITE OR ANY DOWNLOADED MATERIALS, EVEN IF RAKETSPEL AB OR ITS REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (1) THE USE OR THE INABILITY TO USE THE SERVICES; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (4) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; OR (5) ANY OTHER MATTER RELATING TO THE SERVICES.

IN NO EVENT SHALL RAKETSPEL AB'S TOTAL LIABILITY TO YOU FROM ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, OR OTHERWISE) EXCEED THE AMOUNT YOU PAID TO RAKETSPEL AB, IF ANY, FOR PRODUCTS PURCHASED ON THIS SITE.

APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE ABOVE LIMITATIONS OF LIABILITY. IF SO, RAKETSPEL AB'S LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

22. Modifications to Service

Raketspel AB has the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice to you. You agree that Raketspel AB will not be liable to you or any third party for modifications to the Service.

23. International Usage

This Site is controlled and operated by Raketspel AB from its offices within Sweden. Raketspel AB makes no representation that the Site, Applications, or related information offered by Raketspel AB are appropriate or available in other locations. Those who choose to access the Site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

24. Ownership

The Site, Applications, and related information are the exclusive property of Raketspel AB or its suppliers. All rights not licensed herein are hereby reserved to Raketspel AB or its suppliers.

25. Copyrights and Copyright Agent

Raketspel AB respects the intellectual property of others and we ask our site users to do the same. If you believe that your work has been copied in a manner that constitutes copyright infringement, you must provide our copyright agent, designated below, with the following information:

- a. the electronic or physical signature of the owner of the copyright or the person authorized to act on the owner's behalf;
- b. a description of the copyrighted work that you believe has been infringed and a description of the infringing activity;
- c. a description of the location where the original or an authorized copy of the copyrighted work exists, for example the URL of the website where it is published;
- d. a description of where on the site you believe the copyrighted work is being infringed, for example the URL of the web page(s);
- e. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law;
- f. a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

The above notice should be sent to:

Raketspel AB
Tomtebgatan 4
S-113 39 Stockholm
Sweden
By phone: +46 8 653 46 47
By email: info@shockplay.com

26. Acquisition

As we develop our business we may buy or sell assets, and Raketspel AB reserves the unlimited right to transfer this document to any third party. In the event of a transfer of this document to a third party it will continue to govern your use of the Shockplay.com site.

27. General Information

THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS IN THE COUNTRY OF SWEDEN WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES. These Terms constitute the entire agreement between you and Raketspel AB and govern your use of the Service, superseding any prior agreements between you and Raketspel AB.

The failure of Raketspel AB to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties agree that the court should give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Last updated: 2002-11-15