

Antiqua Orbis  
Terms of Use and Contractual Agreements  
End User License Agreement.

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Please read carefully the following terms of use and contractual agreement (“Terms”). These terms apply to all aspects of your access and use to the Platform Antiqua Orbis. The following Terms form a binding agreement within the legal jurisdiction of the State of Victoria, Australia and yourself.

## The Platform

As used herein, the term “Platform” refers collectively to:

The website located at: [www.antiquaorbis.com](http://www.antiquaorbis.com) (“Site”);

- (a) The online game “Antiqua Orbis” and the related accessible clients (“Game”) via the Site;
- (b) Any software, virtual items, programs, game client or other things associated with the Game downloaded to your own computer as result of your interactions with the Site or the Game (“Downloads”);
- (c) Any equipment or arrangement involving the hosting of the Site or the Game or other storage of software or data relating to the Site or Game; and
- (d) Any services we provide to you relating to the Site or the Game (“Services”).

Subject to your agreement to and continuing compliance with these Terms we grant a limited, revocable, non-sublicensable and non-exclusive license to use the Platform solely for your own use. You may use the Platform solely for your entertainment purposes by access through an authorised, unmodified Game Client. You may not use the Site, Account, Game (including Game-related Virtual Items, if any), Game Client(s) or Service for any other purpose, or using any other method unless written authorisation has been obtained from Antiqua Orbis.

If you do not agree will all the terms of this agreement you may not install or otherwise access the Platform.

The Site is intended for a general audience and is not directed or targeted at children under the age of fifteen years old. So while this Game and Site is unclassified, the Game and Site rating is equivalent to the [Australian Censorship Classification](#) rating of M. This classification may differ in other countries.

Antiqua Orbis does not intentionally collect personal information from children of such age.

## Account Registration

To make use of the Platform you must have a valid Antiqua Orbis Account (“Account”).

You may create an Account provided:

1. You are a natural person and an adult in the country of residence.
2. You have not been specifically prohibited from using the Platform.

You may not register any Account if:

1. You are business entity of any sort, including, but not limited to, Corporations, Limited Liability Companies, Partnerships and/or sole traders; nor
2. if you are a minor in your country of residency.

Subject to the laws of your country of residence, minor children may utilise an Account established by their parent or legal guardian. In the event that you permit your minor child or legal ward

‘(collectively, your “Child”) to use an Account on the Platform, you hereby agree to this Agreement on behalf of yourself and your Child, and you understand and agree that you will be responsible for all uses of the Account by your Child whether or not such uses were authorised by you.

When you create an Account, or update an Account, you must provide up to date information that is personal to you:

1. Your full name.
2. Your email address
3. Phone number.

Further information may be required depending on the access level of your Account.

You must also select a unique username and password (Login Information). You cannot share the Account or the Login Information with anyone, unless the terms of this Agreement allow it.

In order to play utilise certain Game clients or to use certain features offered on the Platform, you may also be required to provide Antiqua Orbis with payment information (such as, but not limited to, credit card information). Antiqua Orbis’ retention and/or use of your personal information is subject to Antiqua Orbis’ Privacy Policy.

You agree to pay all fees and applicable taxes incurred by you or anyone using your Account. If you choose a recurring subscription for a Game, you acknowledge that payments will be processed automatically (e.g., charged to your credit card) until you cancel the subscription or the Account. Antiqua Orbis may revise the pricing for the goods and services offered through the Platform at any time.

## **Account Suspension/Termination**

Antiqua Orbis may suspend, modify, terminate or delete any account at any time for any reason or for no reason, with or without notice to you. Accounts terminated by Antiqua Orbis for any type of abuse, including without limitation a violation of these Terms of Use and Contractual Agreement or a Game EULA, will not be reactivated for any reason. For purposes of explanation and not limitation, most account suspensions, terminations and/or deletions are the result of violations of this Terms of Use and Contractual Agreement or any applicable Game EULA.

This Agreement is effective until terminated. You may terminate this Agreement by discontinuing your use of the Site, deleting the Game Client and affirmatively cancelling all accounts, features or services to which you are subscribed. You will continue to incur and be responsible for any recurring subscription fees associated with any Game, feature (such as Game-related Virtual Items to the extent applicable) or service until you have affirmatively terminated each such Game account, feature or service in accordance with all applicable terms and end user license agreement(s). Antiqua Orbis may terminate this Agreement, and/or temporarily or permanently suspend your access to your Account, a Game, the Site and/or Service, effective immediately, with or without notice, in the event of any conduct by you which Antiqua Orbis, in its sole discretion, considers to be unacceptable or a violation of its Terms. Code of Conduct

Your use of a Game is governed by certain rules. These rules (the “Code of Conduct”), maintained and enforced exclusively by Antiqua Orbis, must be adhered to by all players. It is your responsibility to know, understand and abide by this Code of Conduct. The following rules are not meant to be exhaustive, and Antiqua Orbis reserves the right to determine which conduct it

considers to be outside the spirit of the Game and to take such disciplinary measures as it sees fit up to and including termination and deletion of the Account.

Antiqua Orbis reserves the right to modify this Code of Conduct at any time.

Antiqua Orbis shall have the right to monitor and/or record your communications when you use the Platform, and you acknowledge and agree that when you use the Platform, you have no expectation that your communications will be private but the Antiqua Orbis Privacy Policy will apply. Antiqua Orbis shall have the right to disclose your communications for any reason, including:

1. To satisfy any applicable law, regulation, legal process or governmental request;
2. To report a crime;
3. To enforce the terms of this Agreement or any other Antiqua Orbis policy;
4. To protect Antiqua Orbis's legal rights and remedies; or
5. To protect the health or safety of anyone that Antiqua Orbis believes may be threatened.

You acknowledge that Antiqua Orbis is not required to refund amounts you pay to, or earn from Antiqua Qrbis during the use of the Platform, or for digital purchases made through the Platform, for any reason. **Should this paragraph be removed?**

## Privacy

Our general Privacy Policy provides additional terms and conditions related to our potential use, collection and disclosure of your personal information. If you are located outside of the Australia, please note that the information that you provide may be sent to Australia. By using the Site, a Game or the Service, you consent to your data being sent to Australia and such other third parties and jurisdictions as may be involved in the provision and operation of the Site, a Game or the Service, as applicable.

## System Monitoring

When running, the Game may monitor your computer's random access memory (ram) and/or cpu processes (including mac address, system or configuration files, crash data, etc...) for unauthorised third party programs running concurrently with the game. An "unauthorised third party program" as used herein shall be defined as any third party software that, when used simultaneously or in connection with the game in order to manipulate the game or it's integrity. In the event that the game detects an unauthorised third party program, Antiqua Orbis may:

1. Communicate information back to Antiqua Orbis, including without limitation the account information, details about the unauthorised third party program detected, and the time and date the unauthorised third party program was detected; and/or
2. Exercise any or all of its rights under any Antiqua Orbis agreement, with or without prior notice to the user.

When the game is running, Antiqua Orbis may obtain certain identification information about your computer, including without limitation your hard drives, central processing unit, ip address(es) and operating system(s), for purposes of improving the game and/or the service, and to police and enforce the provisions of any Antiqua Orbis agreement.

Antiqua Orbis may, with or without notice to you, disclose your internet protocol (ip) address(es), personal information, chat logs, and other information about you and your activities:

1. in response to a request by law enforcement, a court order or other legal process; or
2. if Antiqua Orbis believes that doing so may protect your safety or the safety of others.

Antiqua Orbis may monitor, record, review, modify and/or disclose your chat sessions, whether voice or text, without notice to you, and you hereby consent to such monitoring, recording, review, modification and/or disclosure. Additionally, you acknowledge that Antiqua Orbis is under no obligation to monitor your electronic communications, and you engage in those communications at your own risk and with no expectation of privacy.

You are wholly responsible for the cost of all telephone and internet access charges along with all necessary equipment, servicing, repair or correction incurred in maintaining connectivity to the servers.

## **Ownership**

Notwithstanding anything to the contrary herein, you, as a player, acknowledge and agree that you shall have no ownership or other property interest in any account stored or hosted on the Antiqua Orbis platform or servers, and you further acknowledge and agree that all rights in and to such accounts are and shall forever be owned by and inure to the benefit of Antiqua Orbis. Antiqua Orbis does not recognise the transfer of Accounts unless it is through an in-game mechanism. Any such attempt, outside the in-game mechanisms shall be null and void.

## **Virtual property**

You agree that Antiqua Orbis retains the unfettered right to modify its Game(s) and all aspects of characters, items, points and coin, including Virtual Currency, therein. You acknowledge that Antiqua Orbis has been, is, and will be constantly making changes to its Game(s). You further acknowledge that Antiqua Orbis can and will, in its discretion, modify features, functions or abilities of any element of any of its Game(s) or Virtual Items (which may, among other things, make the Virtual Items substantially more valuable, effective or functional, or less valuable, effective or functional, more common or less common, or eliminated entirely). You acknowledge and agree that all Virtual Items represent a limited license right as governed by the terms of this Agreement, and are not redeemable for any sum of money or monetary value from Antiqua Orbis at any time.

Antiqua Orbis may offer the option to purchase Virtual Currency with “real world” money. Once acquired, Virtual Currency can only be used to license a variety of Virtual Goods offered by Antiqua Orbis; it has no cash value. Virtual Items may also be granted by Antiqua Orbis on a free, promotional or sale basis or, in certain circumstances, earned through gameplay. Free and/or promotional Virtual Items offered by Antiqua Orbis may be expired at Antiqua Orbis’s sole and absolute discretion at any time. Antiqua Orbis does not recognize any purported transfers of virtual property executed outside of the Game, or the purported sale, gift or trade in the “real world” of anything that appears or originates in the Game. Accordingly, you may not sell Virtual Items for “real” money, or exchange such Virtual Items for value outside of the Game. Except for a limited, revocable, non-transferable license to use the Virtual Items in a Game, you have no ownership or property right in or title to such Virtual Items.

# Warranties

## Limited Warranty

the site, each game (including game-related virtual items, if any) and the service are provided on an “as is” “as available” basis for your use, without warranties of any kind, express or implied, including without limitation the warranties of merchantability or fitness for any particular purpose or use, title, non-infringement and those arising from course of dealing or usage of trade. Antiqua Orbis does not warrant that the site, your account, a game (including game-related virtual items, if any) or the service will be available, uninterrupted or error-free, that defects will be corrected, or that the site, a game (including game-related virtual items, if any), a game client or the service are free of viruses or other harmful components.

## Limitations of Liability

Antiqua Orbis is not responsible for damages arising out of your use of the Site, Account, Game (including game-related virtual items), Game Client or the service or your inability to use the site, Account, Game(s) (including game-related virtual items), Game Client(s) or Service. In no event shall Antiqua Orbis, its subsidiaries, licensors, affiliates or any person or entity involved in creating, producing or distributing any content or services contained on the site, in a game or through the service, or any of their respective directors, officers, employees or agents (the “Antiqua Orbis parties”) be liable for any indirect, incidental, special, exemplary, punitive, liquidated, or other consequential damages, whether under contract, tort (including negligence), strict liability or any other theory of liability, arising from your use of the site, your account, a game (including game-related virtual items, if any), a game client or the service.

Antiqua Orbis does not endorse and is not responsible for the accuracy or reliability of any opinion, advice or statement, or for any offensive, defamatory, obscene or illegal posting or conduct, on the site or the service, including, without limitation, all chat features, by anyone other than authorised Antiqua Orbis employees while acting in their official capacities. Under no circumstances will the Antiqua Orbis parties be liable for any loss or damage caused by your reliance on information obtained on or through the site, including without limitation, all chat features. It is your responsibility to evaluate the accuracy, completeness or usefulness of any information, opinion or advice or other content available through the site or the service, including without limitation, all chat features. Please seek the advice of professionals, as appropriate, regarding the evaluation of any specific information, opinion, advice or other content.

Neither Antiqua Orbis nor any Antiqua Orbis third party provider endorses, warrants or guarantees any product or service offered by a third party through the site, your account, a game (including game-related virtual items, if any), a game client or the service and neither Antiqua Orbis nor any third party providers will be a party to or in any way monitor any transactions between you and third party providers or products or services. as with the purchase of a product or service through any medium or environment, you should use your best judgement and exercise caution where appropriate.

You acknowledge and agree that your sole and exclusive remedy for any dispute with Antiqua Orbis is to stop using the site, your account, game(s) (including game-related virtual items, if any), game client(s) and service, and to cancel all accounts registered to you.

in no event shall Antiqua Orbis's aggregate liability, whether arising in contract, tort, strict liability or otherwise, exceed the total fees paid by you to Antiqua Orbis during the six (6) months immediately prior to the time such claim arose. Because some external states or external jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, the liability of Antiqua Orbis and its affiliates shall be limited to the fullest extent permitted by law. Therefore, the foregoing limitations shall apply to the maximum extent permitted by law, even if any remedy fails of its essential purpose.

## **Indemnity**

You hereby agree to defend, indemnify and hold harmless Antiqua Orbis, its licensors, and its and their subsidiaries and affiliates, from and against any claim, liability, injury, damage, loss, fines or penalties imposed by a court of competent jurisdiction or expense (including reasonable attorneys' fees) asserted by any third-party resulting from or arising out of your use of, or any act of fraud or dishonesty by you in connection with, the site, your account, a game, a game client, virtual item(s) and/or the service or any breach by you of the agreement or any applicable laws, or your use or display on the site of any content generated by you.

## **Force Majeure**

Antiqua Orbis shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of Antiqua Orbis, including but without limitation of any failure to perform due to unforeseen circumstances or causes beyond Antiqua Orbis' reasonable control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.

## **Prolonged Use**

Please note that certain 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 monitor 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 are anyone in your family has ever had symptoms related to epilepsy (seizures or loss of consciousness) when exposed to flashing lights, consult your doctor prior to playing. We advise that parents should monitor the use of video games by their children. If you or your child experience any of the following symptoms: dizziness, blurred vision, eye or muscle twitches, loss of consciousness, disorientation, any involuntary movement or convulsion, while playing a video game, immediately discontinue use of the video game and consult your doctor. Please also note that when using a video game, you should take certain standard health and safety precautions, including avoiding playing the game when tired, taking ten (10) to fifteen (15) minute breaks every hour, sitting a reasonable distance from the screen and playing the game in a well-lit environment.

# Dispute Resolution

## Informal Negotiations.

To expedite resolution and control the cost of any dispute, controversy or claim related to this Agreement (“Dispute”), you (“Claimant”) and Antiqua Orbis agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating any external arbitration or court proceedings. Such informal negotiations commence upon written notice from one person to the other.

The informal negotiations over a notified dispute shall consist of two separate and distinct actions:

1. An Appeal to Antiqua Orbis. This shall consist of an a written claim by the Claimant for redress over a dispute. If the results of this claim are still not satisfactory to the Cliamanet then;
2. An appeal may be lodged with the Peers of the Realm ( a selection of in-games players). The dispute must be documented along with written evidence by both a representative of Antiquas Orbis and the Claimant. Both parties, the Claimant, and Antiqua Orbis are bound by the decisions of the Peers of the Realm.

## Binding Arbitration.

if you and Antiqua Orbis are unable to resolve a dispute through informal negotiations, you and Antiqua Orbis agree that either you or Antiqua Orbis may elect to have the dispute (except those disputes expressly excluded below) finally and exclusively resolved by binding arbitration. any election to arbitrate by one party shall be final and binding on the other. you understand that absent this provision, you would have the right to sue in court and have a jury trial.

The arbitration shall be commenced and conducted under the Commercial Arbitration Act 2011 of the State of Victoria, Australia.

## Restrictions.

1. You and Antiqua Orbis agree that any arbitration shall be limited to the dispute between Antiqua Orbis and you individually, to the full extent permitted by law;
2. No arbitration shall be joined with any other;
3. There is no right or authority for any dispute to be arbitrated on a class-action basis or to utilise class action procedures; and
4. There is no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

## Exceptions to Informal Negotiations and Arbitration.

You and Antiqua Orbis agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration:

1. any suit to compel arbitration, stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgement on the award entered by the arbitrator; and
2. any suit to seek temporary injunctive relief that will remain in place only until an arbitrator can determine whether the relief should be continued, modified or removed.

## **Location.**

The Site is controlled and operated by Antiqua Orbis from its offices within the State of Victoria, Australia. Antiqua Orbis makes no representation that materials on this Site are appropriate or available for use 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. If you are a resident of the Australia, any arbitration will take place at any reasonable location within the Australia convenient for you. For residents outside of Australia, any arbitration shall be initiated in the City of Melbourne, State of Victoria, Australia. Any Dispute not subject to arbitration, or where no election to arbitrate has been made, shall be decided by a court of competent jurisdiction within the City of Melbourne, State of Victoria, Australia, and you and Antiqua Orbis agree to submit to the exclusive personal jurisdiction of that court.

## **Governing Law.**

Except as expressly stated otherwise, this Agreement shall be governed by, and will be construed under, the laws of the United States of America and the law of the State of California, without regard to choice of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. For our customers who access the Service from Canada, Latin America, Mexico, South America, the Caribbean, Australia or New Zealand, other laws may apply if you choose not to agree to arbitrate as set forth above, and in such an event, shall affect this Agreement only to the extent required by such jurisdiction. In such a case, this Agreement shall be interpreted to give maximum effect to the terms and conditions hereof. If you access the Service from New Zealand, and are a resident of New Zealand, The New Zealand Consumer Guarantees Act of 1993 (“Act”) may apply to the Game and/or the Service as supplied by Antiqua Orbis to you. If the Act applies, then notwithstanding any other provision in this Agreement, you may have rights or remedies as set out in the Act which may apply in addition to, or, to the extent that they are inconsistent, instead of, the rights or remedies set out in this Agreement. Those who choose to access the Service from locations outside of the United States, Canada, Latin America, Mexico, South America, the Caribbean, Australia or New Zealand do so on their own initiative contrary to the terms of this Agreement, and are responsible for compliance with local laws if and to the extent local laws are applicable. Should a court of competent jurisdiction determine that other laws apply, the Agreements shall be enforced to the fullest extent permitted by the laws of the applicable jurisdiction and be interpreted to give maximum effect to the terms and conditions hereof.

## **Severability.**

You and Antiqua Orbis agree that if any portion of of this agreement is found illegal or unenforceable , that portion shall be severed and the remainder of the Section shall be given full force and effect.

## **Changes to Terms of Use and Contractual Agreement, Game or the Service**

Antiqua Orbis reserves the right, at its sole and absolute discretion, to change, modify, add to, disable, supplement, suspend, remove or delete, at any time, any of the terms and conditions of this Agreement, any feature of the Site, Game(s) (including Game-related Virtual Items, if any), Game Client(s) and/or Service, hours of availability, content, data, feature, gameplay, item (including in a manner which makes virtual goods substantially more, or less, valuable, effective, functional,

common or available), service, server software or equipment needed to access the Site, Game(s) (including Game-related Virtual Items, if any), Game Client(s) and/or the Service, effective with or without prior notice; provided, however, that material changes to this Terms of Use and Contractual Agreement will not be applied retroactively. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you must terminate, and immediately stop using, the Site, Game(s)(including Game-related Virtual Items, if any), Game Client(s) and/or the Service. Your continued use of the Site, Game(s) (including Game-related Virtual Items, if any, Game Client(s) and/or the Service following any revision to this Agreement constitutes your complete and irrevocable acceptance of any and all such changes. Antiqua Orbis may also impose limits on certain features or restrict your access to parts or all of the Game without notice or liability.

You understand that online games, and system specifications necessary to play such games, may continuously evolve over time. Accordingly, Antiqua Orbis reserves the right to modify and/or increase the system specifications necessary to play any Game at any time and without notice. In such case, you and not Antiqua Orbis shall be responsible for purchasing any necessary additional software and/or hardware in order to access and play such Game(s).

Antiqua Orbis may require that you download and install updates to the Service and to the Game(s) you have installed on your computer. You acknowledge and agree that Antiqua Orbis may update the Game(s), Game Client(s), and Service on your computer, with or without notifying you.

Software from the Site, Game (including Game-related Virtual Items, if any), Game Client and/or Service is further subject to United States export controls. or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using any software from the Site, Game (including Game-related Virtual Items, if any), Game Client and/or Service, you represent and warrant that you are not located in, under the control or, or a national or resident of any such country or on any such list.

## **Acknowledgement of the Terms of Use/EULA**

I hereby acknowledge that I have read and understand the foregoing terms of use and contractual agreement and agree that my use of the site, account, game (including game-related virtual items, if any), game client and/or the service is an acknowledgement of my agreement to be bound by the terms and conditions of this terms of use and contractual agreement.