

**ARTIX ENTERTAINMENT, LLC**  
P.O. Box 2005, Land O Lakes, Florida 34639, USA  
813-926-3456

### Creative Community Sign up

Welcome to the game... your adventure is just about to begin! The mission: to give our players an incredible gaming experience anywhere, anytime, with anyone!

Carefully read and sign the Terms of Use then fill out the form below. After your new Community account has been created Artix will setup your contributors page listing, in-game perks, special access (FTP for creative contributors) and other cool community benefits. Once you have completed the form and accepted the terms, you will get a confirmation page -- be sure to print it out and keep it for your records!

### Terms of Use

**Access to, and participation in, all Games and Projects that are provided by Artix Entertainment, LLC ("AE") are subject to the following terms:**

1. You, by participating in these Games and Projects including, but not limited to, your contribution of art, music, ideas, and/or as a moderator, agree to be legally bound by these terms, which shall take effect immediately on your first participation in the Games and Projects and, your acceptance as indicated below of the following terms and conditions. If you do not agree to be legally bound by all the following terms, please do not submit your ideas, art, music, and/or other tangible or intangible work and/or request participation in this Games and Projects.
2. AE may change these terms at any time by posting changes on-line. Please review these terms regularly to ensure you are aware of any changes made by the AE. Your continued use of the Games and Projects after changes are posted means you agree to be legally bound by these terms as updated and/or amended.

### Terms of Participation

3. You may not copy, reproduce, republish, download, post, transmit or otherwise use the Games and Projects Content in any way except with the prior written permission of AE. You also agree not to adapt, alter or create a derivative work from any Games and Projects Content without the prior written permission of AE. Any other use of Games and Projects Content requires the prior written permission of AE.
- 4a. You agree to submit work to the Games and Projects only for lawful purposes, and in a way that does not infringe the rights of, restrict or inhibit anyone else's use and enjoyment of these Games and Projects. Prohibited behaviour includes harassing or causing distress or inconvenience to any person, transmitting obscene or offensive content or disrupting the normal flow of dialogue within this Games and Projects.
- 4b. You shall not receive any consideration for your participation in these Games and Projects.

### Liability

5. AE endeavours to ensure that the Games and Projects Content is correct. However, Games and Projects Content is for general guidance only and is provided without any representations or any kind of warranty made (whether express or implied by law), including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.
6. AE will not be liable for any damages, including indirect or consequential damages, or any damages arising from use or loss of use, data or profits, whether in contract, negligence or other tortious action, arising from or in connection with the use of these Games and Projects and the Games and Projects Content.
7. AE does not warrant that functions contained in the contents of these Games and Projects will be uninterrupted or error free, that defects will be corrected, or that this Games and Projects or the server that

makes it available are free of viruses or bugs.

## **Intellectual Property**

8. The names, images and logos identifying AE or third parties and their products and services are subject to copyright, design rights and trade marks of AE and/or third parties. Nothing contained in these terms shall be construed as conferring by implication, estoppel or otherwise any license or right to use any trademark, patent, design right or copyright of AE or any other third party.

## **Contributions to these Games and Projects**

9. Where you are invited to submit any contribution to these Games and Projects you agree, by submitting your contribution, to grant AE a perpetual, royalty-free, non-exclusive, sub-licenseable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and exercise all copyright and publicity rights with respect to your contribution worldwide and/or to incorporate your contribution in other works in any media now known or later developed for the full term of any rights that may exist in your contribution, and in accordance with privacy restrictions set out in AE's Privacy Policy. If you do not want to grant to the AE the rights set out above, please do not submit your contribution to this Games and Projects.

10. Further to paragraph 9, by submitting your contribution to this Games and Projects, you:

10.1 warrant that your contribution;

10.1.1 is your own original work and that you have the right to make it available to AE for all the purposes specified above;

10.1.2 is not defamatory; and

10.1.3 does not infringe any law; and

10.2 agree to indemnify AE against all legal fees, damages and other expenses that may be incurred by AE as a result of your breach of the above warranty; and

10.3 waive any moral rights in your contribution for the purposes of its submission to and publication on these Games and Projects and the purposes specified above.

## **Username and Passwords**

11. Access to this Games and Projects requires you to use an identity, a "username", and password (together referred to as "Account Information"). You are entirely responsible for maintaining the confidentiality of your Account Information and for any and all activity that occurs under your account.

## **Links to other (Games and Projects)**

These Games and Projects contain links to other related Internet Games and Projects. You might find these links useful, though as they are outside of our control, we cannot take responsibility for their content.

## **General**

13. If any of these terms are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable. These terms shall be governed by and interpreted in accordance with the laws of the State of Florida.

## **Definitions**

14. In this agreement, unless the context otherwise requires:

"Account Information" means your username and password.

"Payment Processing Company" means the secure payment collection service that processes credit card payments made on-line through

this Games and Projects.

“Games and Projects Content” means the content of this Games and Projects, including, but not limited to, data, information, names, images, pictures, logos, flash files, web pages, toys, and icons regarding or relating to AE and its products and services (or to third party products and services).

### **Social Codes & Conduct - Updated July 5, 2016**

Please note, you are required to follow our [Game Rules](#) and [Terms & Conditions](#) as any of our players are required to do once an account is created. You are also required to read the [Required Staff Reading section of our Forums](#).

#### **Illicit behavior**

Artix Entertainment does not condone any type of illicit behavior from its employees and/or volunteers. Engaging in such activities can and will result in immediate termination/dismissal and any information can be turned over to the proper authorities.

#### **Social Networking/Social Media/Online Account/Instant Messaging Rules**

1. No cursing/foul language. Our characters are role models who always act responsible and speak in PG-rated dialog.
2. Never talk about alcohol, sex, drugs, smoking, and any other extracurricular activity or event that is not PG.
3. Never talk about monetary, religious, and political views or other controversial topics.
4. Always be considerate, polite, and helpful, even to unreasonable players. You should never argue with our players.
5. Always be considerate, polite, and helpful to other AE Staff as well. Any comments, remarks, arguments, debates or discussions that should not been seen by players should not be present on any social networking sites or social media. Any time you post as a staff member of AE with your AE NPC name, you are representing AE. If you and another staff member are having a disagreement, issue, debate, etc, please chat privately via Skype, AE email, Forum PM's or IRC where no other players can see your discussions. You are also welcome to go to your Game/Dept head for mediation if you cannot resolve any issues in a friendly and constructive manner.
6. Never give out your real life Name, Age, or Info.  
For the security and safety of yourself and the other creative members, do not give out your real life information. I realize that it is already too late for a few of the staff members – but they should remind players to refer to them only by their in-game names. And, of course, do not give out any real life info about other members.
7. Yes, you can add real life friends.  
You are allowed to have real-life friends and family members on your friend lists. You may also talk about them in a PG way (provided they also use an online-name only). However, if you publically announce your significant others, they too must be aware of and follow these applied codes of conduct.
8. Do not post your personal accounts or sites.  
We ask that you do not announce your personal social networking/online accounts on your AE accounts. Personal accounts need to be completely unrelated to your AE ones. .
9. Do not use your AE NPC to promote any sites other than AE sites.  
Artix Entertainment owns the rights to all NPCs in all Artix Entertainment games. For example: Galanoth is owned by Artix Entertainment. Galanoth cannot create a non-AE site and use the name Galanoth to promote his own site, art, or merchandise.
10. Photos & Video:  
Game related photos and videos are great! As for personal images, it is our new official rule that we do not post pictures or videos of ourselves (or any type of personal subject matter) with the exception of official AE related events. However, if you have a personal photo you REALLY want to

share, you can bypass this by receiving approval from Galanoth or your Game/Dept Head.

#### 11. Advertising / Promotion:

Your game-related/social networking accounts cannot promote or endorse any competitors product. You are welcome to talk positively about other games, products, etc that you like, you just cannot promote/endorse them for monetary gain or the like. Please also do not publicly talk negatively about any product, especially ones we are promoting.

#### 12. Answer with links when possible:

Players are always posting game-related questions on these sites. If the answers to the questions can be found in the Design Notes, the Forums, or any other AE site, please direct them accordingly. We want to increase traffic to our websites, so linking them is a fast, easy way to do so!

#### 13. All social networking/online accounts named after trademarked/copyrighted AE Game characters and/or used by creative/staff members speaking on behalf of AE are the property of Artix Entertainment. Only social networking for staff/contractors (Twitter, Facebook, etc) are considered official AE accounts. **Anything communicated by an AE volunteer via a social networking site (Twitter/Facebook/Reddit) is not officially monitored or reviewed by Artix Entertainment staff, does not reflect the opinions or views of Artix Entertainment LLC and is not a verified source of official AE information. However, if anything stated on these sites affects a volunteer's ability to represent AE in a positive, friendly and mature manner, it may result in temporary or permanent termination of their volunteer status. This includes anything stated in a negative manner, view or opinion.** Volunteers are welcome to continue using any social networking sites on a personal basis if they do not have any communication or interaction with players. If you are a member of the creative community and do not wish to have a game related social networking or online account, you can create a separate personal account.

#### 14. Separate your personal accounts from your game-related accounts.

For safety, security, and sanity reasons, please maintain a completely separate social network account for your real life friends. Your personal account is the proper place to post personal pictures, videos, and views on life's topics. You can add the other staff's personal accounts as well. If you add players who are friends, you do add them at your own risk as anything you say to players via your personal social media accounts is your responsibility.

#### 15. Ownership of Accounts:

As a staff member of AE, you are responsible for the safety and security of all of your accounts, regardless if you use them for AE purposes. No sharing, trading, selling or gifting of accounts is allowed for any reason. Since your AE account(s) may have access to sensitive staff administrative and testing tools, this is especially important! You also cannot give access to any of these tools via your AE account(s) or any urls/links.

#### 16. No form of player support should take place via any social networking sites, online accounts, instant messaging services or non-AE emails. Player Support needs to be taken care of via email (with an official AE email only), phone, in-game or the forums. Please send any players who have account, technical or payment issues to our [help pages](#), in-game issues to our [forums](#) and bugs to our [Bug Tracker](#). Players should never be added to any instant messaging services used for AE purposes. This also refers to staff talking with other staff about player support, that should not be done via social networking/other online sites. It can be done via email, skype, forum PMs, IRC, etc.

#### 17. What CAN I do?

We are sorry - we know a list of rules like this is frustrating. Please remember: every time we post as our characters, we must remember that we are still role-playing. We are role models for young children—the people players believe in and can count on—and every word we post represents the entire AE staff. It is a huge responsibility. You can and should be talking a lot about what you are working on for the game and for the players. Also, socially responsible hobbies are fine to talk about (playing guitar, gardening, cooking, martial arts, school, helping others, fixing your computer, etc). The best thing to do is ask for player suggestions and engage the audience. You are an entertainer and the best way to engage your audience is to talk about the things they are interested in... which just happens to be our games!

## Arbitration

### 1.1. Both You and AE acknowledge that AE promotes a system of alternative dispute resolution that

involves binding arbitration to resolve all disputes relating to acts or omissions that have already or may arise out of employment context, volunteer status, as well as disputes arising out of or in connection with this *or any previous* Agreement. Because of the mutual benefits (such as reduced expenses and increased efficiency) which private binding arbitration can provide both AE and You, both AE and You agree that any claim, dispute, and/or controversy (including, but not limited to, any claims brought under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, Age Discrimination in Employment Act, Family Medical Leave Act, 42 U.S.C. § 1981, including any and all amendments to all the foregoing statutes as well as any and all of the foregoing statutes' state-law counterparts, such as the Florida Civil Rights Act, and/or laws regulating employment termination, misappropriation, breach of duty of loyalty, the law of contract or the law of tort, including, but not limited to, claims for malicious prosecution, intentional/negligent infliction of emotional distress, or defamation) that You or AE have or may have against the other shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the Federal Rules of Civil Procedure, Federal Rules of Evidence, and the substantive law governing the claims pled. This specifically includes any claim, including participation as a class representative or class member on any claim You may have against AE that would otherwise require or allow resort to any court or other governmental dispute resolution forum arising from, related to, or having any relationship or connection whatsoever with Your employment status, wages received or not received, seeking employment with, employment by, termination of employment, or other association with AE (such as a volunteer), whether based in tort, contract, statutory, equitable law, or otherwise. By agreeing to this binding arbitration provision, You also agree to give up any right You may have to class arbitration or consolidation of individual arbitration claims without AE's express, written consent. The aforementioned class action waiver does not waive Your rights, if any, available under Section 7 of the National Labor Relations Act.

**1.2.** The sole exceptions to the mandatory arbitration provision are claims under the National Labor Relations Act that are brought before the National Labor Relations Board, claims for medical and disability benefits under Workers' Compensation, Unemployment Compensation claims filed with the state, and any claims or disputes arising out of any other written contract(s) between You and AE where the contract(s) expressly and specifically provide for dispute resolution through the courts. Any provision in a contract setting forth venue and/or governing law is not an express or specific provision for dispute resolution through the courts. Nothing herein shall be construed as a prohibition of You from filing and pursuing proceedings before the United States Equal Employment Opportunity Commission or an equivalent agency; however, if You choose to pursue a claim following the exhaustion of such administrative remedy, that claim would be subject to arbitration.

**1.3.** In addition to requirements imposed by law, any arbitrator herein shall be a retired state or federal court judge, or a licensed attorney with arbitration experience, as mutually agreed to by the parties, and shall be subject to disqualification on the same grounds as would apply to a judge of a court of a relevant jurisdiction. The arbitrator shall follow controlling law and issue a decision in writing within 45 days of the arbitration hearing with a supporting opinion based on applicable law. If the decision and supporting opinions are not appealed as described below within 90 days of issuance of the decision, then the decision is final, binding, and conclusive on the parties and may be entered in any court of competent jurisdiction. At either party's election, such decision may be appealed to another arbitrator ("Appellate Arbitrator"), who shall be chosen in the same manner as described above. The Appellate Arbitrator shall apply to the underlying decision and opinion the same standard of review as for a bench trial of a civil case in the appellate court in the relevant jurisdiction and issue a decision in writing with a supporting opinion based on such review and applicable law. The Appellate Arbitrator's decision shall be final, binding, and conclusive on the parties and may be entered in any court of competent jurisdiction. Neither Arbitrator has the authority to and shall not consolidate claims of different complaining parties into one proceeding, nor shall the arbitrator have the power to hear an arbitration as a class or collective action.

**1.4.** The parties understand that by agreeing to this binding arbitration provision, both give up their right to a trial by jury on any claim either may have against the other, except as expressly provided herein.

**1.5.** If any term, provision, or portion thereof is declared void, unenforceable, or deemed in contravention of law, it shall be severed and/or modified by the arbitrator or court and the remainder of this agreement shall be deemed enforceable.

**1.6.** Any agreement contrary to, or modifying, the foregoing arbitration provisions must be entered into, in writing, by AE's CEO. Oral representations made before or after You sign (including electronically sign) this agreement does not alter this agreement. This agreement supersedes any and all prior agreements regarding arbitration, including, but not limited to, any arbitration provision in documents provided to You by AE.

1.7. My electronic signature attests to the fact that I have read, understand, and agree to be legally bound to all of the terms set forth herein.

**Definitions**

"You" means the person electronically signing this agreement and who participates in the Games and Projects as set forth in this Agreement.

"AE" means Artix Entertainment, LLC, Battle On, LLC, Battle On, Inc., their parents, subsidiaries, affiliates, predecessors, successors and assigns, (including AE's) respective owners, directors, officers, managers (both direct and indirect), employees, vendors, and agents.

**Electronic Signature Disclosure and Consent**

**If you are not 18 years of age or older you must have your parent or legal guardian complete the rest of this form. If you are 18 years of age or older, simply skip the Parent name.**

**Parent or Guardian Full Name:**

This disclosure requires an electronic or physical signature before it can be submitted. The law requires that we provide certain information to you and obtain your consent to use an electronic signature prior to your doing so. To agree to the use of an electronic signature and to sign this document with the same effect as your physically signing your name, click the **"My Signature"** button at the bottom of this page after reviewing both the document and the information regarding the use of electronic signatures.

Information on using electronic signatures in accordance with applicable state and federal laws.

1. You may elect to use and sign a paper version of this document. To use a paper version, print this page from your computer, sign it, and mail it to: Artix Entertainment, LLC PO Box 2005, Land O Lakes, Florida 34639. Your information will not be stored until we receive this document.

2. If you do not want to sign this document, do not click **"My Signature"** below. Instead, exit this page.

3. Your agreement to use an electronic signature applies only to this document and this session. If you decide to do other electronic business with us in the future, you will need to separately agree to each transaction.

4. After successful completion of your electronic signature, you can obtain paper and/or electronic copies of this document at no cost.

I understand that if I would like a paper copy of this Disclosure and Authorization form, I may print, copy, or I may request that one be mailed to me by making a written request to Artix Entertainment, LLC PO Box 2005, Land O Lakes, Florida 34639.

I understand that typing my name and birthday where indicated below and then clicking **"My Signature"** constitutes my electronic signature executed as of this date and time of submission and that by doing so, I am consenting to the use of electronic means (i) to sign this form, (ii) receive the Disclosure Statement appearing above, and (iii) electronic storage of the underlying document.

Type Real Name:

First Name:

Last Name:

Date of Birth: (month/day/year)

Signed On: **11/18/2017**

Document: Terms and Conditions with Artix Entertainment

My Signature:

**CONTACT INFO**Your Online Name:  \*

This is your display name. For example: **Galanoth**  
The name you choose will appear on the staff page.

Username:  \*Password:  \*

This is your new Creative Community username and password. You will use this to log into the creative area once approved. You can use your game username, but please use a new password.

Email:  \*Alternate Email: Phone:  \*Alternate Phone: Address: City:  \*State/Province:  \*Zip/Postal:  \*Country:  \***ACCEPTANCE OF TERMS & CONDITIONS**

I hereby accept the terms and conditions hereof, and I am over 18 years of age or, my parent or guardian accepts the terms and conditions hereof on my behalf because I am under the age of 18 years.

I accept the terms and conditions hereof  \*

Date Signed: 11/18/2017

\* Indicates required field.

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