



# FINAL FANTASY XI<sup>®</sup>

ONLINE

VANA'DIEL<sup>®</sup>  
COLLECTION 2008

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[www.finalfantasyxi.com](http://www.finalfantasyxi.com)  
Published by Square Enix, Inc.



Online Interactions  
Not Rated by the ESRB

PlayOnline<sup>®</sup>  
**SQUARE ENIX.**

### **Important Health Warning About Playing Video Games**

#### **Photosensitive Seizures**

A very small percentage of people may experience a seizure when exposed to certain visual images, including flashing lights or patterns that may appear in video games. Even people who have no history of seizures or epilepsy may have an undiagnosed condition that can cause these “photosensitive epileptic seizures” while watching video games.

These seizures may have a variety of symptoms, including lightheadedness, altered vision, eye or face twitching, jerking or shaking of arms or legs, disorientation, confusion, or momentary loss of awareness. Seizures may also cause loss of consciousness or convulsions that can lead to injury from falling down or striking nearby objects.

Immediately stop playing and consult a doctor if you experience any of these symptoms. Parents should watch for or ask their children about the above symptoms—children and teenagers are more likely than adults to experience these seizures. The risk of photosensitive epileptic seizures may be reduced by taking the following precautions: Sit farther from the screen; use a smaller screen; play in a well-lit room; and do not play when you are drowsy or fatigued.

If you or any of your relatives have a history of seizures or epilepsy, consult a doctor before playing.



for Windows®

2. Game Controls
4. Installing PlayOnline® Viewer
5. The Registration Process
6. Services & Fees
9. Troubleshooting
12. Installing the Software
13. Obtaining a Content ID
16. Optional Services
17. Creating a Character
20. Playing the Game
21. The Action Command Menu
22. Targeting and Healing
23. Text Commands
25. The Road to Adventure
30. User Agreements and Policies
53. Limited Warranty

- The actual layout of your keyboard may differ slightly from the one shown.



## USING THE KEYBOARD

[Enter] (either key)	Confirm / Select closest target or talk to NPC / Open the action command menu
[Esc]	Cancel
[Space bar]	Open the input window for text entry
[↑], [↓], [←], [→]	Move camera / Move cursor in menus
[8], [2], [4], [6] on the numeric keypad	Move character (forward, back, left, and right, respectively)
[7] on the numeric keypad	When pressed while character is moving, toggles "autorun"
[/] on the numeric keypad	Toggle between "walk" and "run" while moving
[*] on the numeric keypad	When no target selected, heals / When a target is selected, locks on to target
[+] on the numeric keypad	Select active window, and allows setting of options for each window
[=] on the numeric keypad	Open the main menu
[Tab] or [0] on the numeric keypad	Cycle through selectable targets
[Page Up] or [9] on the numeric keypad	Zoom in (this feature is only available when using the keyboard)
[Page Down] or [3] on the numeric keypad	Zoom out (this feature is only available when using the keyboard)
[Scroll Lock]	Hide all windows / Show all windows
[Pause Break]	Log out to title screen
[Shift]	When pressed in first-person view and moving, moves character side-to-side (strafes)
[Home]	Return to default viewpoint (this feature is only available when using the keyboard)
[Prt Scr]	Take screenshot (when all windows are hidden)

## COMMAND SHORTCUTS FOR KEYBOARDS

[F1]-[F6]	Target party members in the order that they appear in the bottom right portion of the screen
[F1]	Target yourself
[F8]	Target the closest NPC ("non-player character"; a character controlled by the computer)
[F9]	Target the closest PC ("player character"; a character controlled by another player)
[F10]	Target the first character in your party's member list
[F11], [F12]	When you are part of an alliance, target the first character in each allied party's member list
[Ctrl], [Alt]	Open a menu containing user-defined macros; hold down [Ctrl] or [Alt] and press the corresponding macro number to execute the macro

- You can also enter other commands by opening the input window and typing them directly.

## USING THE MOUSE

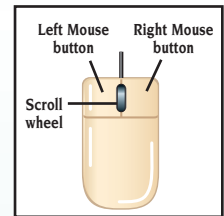
### Types of Mouse Cursors:



Normal



When placed over a menu item or a PC (Player Character)



### Moving your Character with the Cursor:

**Third-person View Mode:** Moving the cursor to the edge of the screen will move the camera in that direction.

**First-person View Mode:** Moving the cursor to the right or left edge of the screen will make your character turn in that direction.

Left Mouse Button	Single click	Select menu item / Targets (PC, NPC or object)
	Hold button down	Hold down the left mouse button and move the mouse to make your character move in the specified direction
Right Mouse Button	Single click	Cancel menu item selection / Cancel targeting PC, NPC or object
	Click while moving mouse	Click while moving your character with the mouse to turn on or off "autorun"
Scroll Wheel	Up/Down	Move the scroll bar up or down
	Click	Open menu

- The order of priority for mouse controls is as follows: movement and camera operation are highest, followed by menu selection and then targeting.
- A mouse with a scroll wheel is recommended.

### Custom Controls

It is possible to customize keyboard controls by following the steps outlined below:

- Log in with a character in FINAL FANTASY XI, then open the main menu.
  - Select "Config," then "Misc. 2."
  - Select "Movement" or "Commands" under "Key Assignment" to assign your preferred key for each listed action. Select "Default" to restore the keys to their original settings.
- You can select "Full-size" for a normal keyboard or "Compact" for a laptop keyboard.

Once the preparations for installation are complete, it's time to install the software. It is not necessary to connect to the internet to install the PlayOnline Viewer.

### Please read the following before installation:

- Only alphanumeric characters may be used for the destination folder's name.
- If you are using Windows XP, performing operations with another window or folder on the desktop while the "browse" window is being displayed may cause an error where the dialogue becomes unresponsive. Close the dialogue, open it again, and designate the destination folder without performing any other operations.
- If you are using Windows Vista, the "User Account Control" window may appear. Square Enix has confirmed that there are no problems with the software, so please verify the file name and click "Allow."
- It has been confirmed that in rare cases after changing the destination folder and clicking "Next," the program may take some time to display the next screen. The next screen will be displayed after a few moments.

### Installation

Verify that no other applications are running. Insert the DVD-ROM included in the package and wait for the installation menu screen to appear.

- ❖ If the Autorun function is disabled on your operating system, the installation menu screen will not appear when you insert the disc. To open the installation menu in such a case, click on the DVD-ROM in My Computer and double-click on the Autorun.exe file.

#### 1. Install DirectX 8.1

Select "Install DirectX 8.1" from the installation menu. The Software License Agreement will appear. If you accept the terms, select "Yes" to begin the installation. After the installation is complete, you can install the PlayOnline Viewer and Tetra Master.

- ❖ It may be necessary to reboot Windows after the installation.

#### 2. Install the PlayOnline Viewer and Tetra Master

Select "Install the PlayOnline Viewer and Tetra Master" from the installation menu. In a few moments, the "Welcome to the InstallShield Wizard for the PlayOnline Viewer and Tetra Master" screen will appear. Follow the onscreen instructions to install the software.

### VERSION UPDATES

PlayOnline is an online service, and as such, its contents are occasionally updated online. Upon logging into PlayOnline, the PlayOnline Viewer will automatically begin a search for the newest software version, and will display the Version Update screen if a newer version is available. Select "Update" to download and install the newest version. Please follow the onscreen instructions to install these updates.

- ❖ Version updates may be necessary for each of the PlayOnline contents. Please follow the onscreen instructions to install these updates.

If the registered information such as the applicant's name (the name of the individual who will actually be using the services and not the name of one's legal guardian or the individual paying for the services) is entered incorrectly, you may not be able to use PlayOnline services, including support services.

1. After your age has been confirmed, the registration code entry screen will be displayed. Enter the registration code (a series of sets of four alphanumeric characters) printed in the back of this manual. You will not be issued a replacement for a lost registration code for any reason. Registration codes are very important, so make sure to keep this owner's manual in a safe place.



2. Follow the onscreen instructions, and enter your name, address, and a password of your choice. Once you have finished entering your information, select "Next."
3. **Payment Method Registration**  
Select a payment method to register. PlayOnline does not incur any service fees, but in order to use fee-based services, it is necessary to register a payment method. Lastly the payment information confirmation screen will be displayed. Confirm that there are no mistakes in the information and select "Yes."
4. **PlayOnline Registration Completion Message**  
You have now completed the PlayOnline registration process, and important information for using the service will appear on your screen. Your PlayOnline ID and password are required for confirming or changing your member information, as well as for obtaining Content IDs for fee-based services, so please write them down for safekeeping. When you have finished, you will be asked to participate in a survey. Please note that the text before your mail address' "@" symbol can be changed a maximum of once a day by selecting "Change Mail Address."

### CAUTION! About PlayOnline IDs and Passwords

Your PlayOnline ID and PlayOnline password are very important for using the PlayOnline service. Do not share them with other people, and please take care to keep them in a safe place. Square Enix, Inc. accepts no responsibility for problems that arise from your failure to manage your PlayOnline ID or PlayOnline password.

### PlayOnline IDs: Addendum

Only one PlayOnline ID may be obtained per registration code. Once associated with a PlayOnline ID, a player character (such as those from FINAL FANTASY XI) cannot be transferred to another PlayOnline ID. PlayOnline IDs obtained for the Windows version of the software can also be used with the Xbox 360 or Playstation 2 versions of the software. However, you cannot use the same PlayOnline ID on two or more machines at the same time.

**• Free Services**

You can enjoy basic services such as chat, e-mail, and the Friend List free of charge.

**• Fee-Based Services**

Monthly subscription fees are required for fee-based services such as FINAL FANTASY XI. These "Content ID fees" are applied toward Content IDs obtained for each fee-based service. Details on billing can be viewed from Service & Support.

- ❖ Monthly service fees apply to a period starting from the first day of the month that the Content ID was obtained to the last day of that month. Even if a Content ID is obtained in the later half of a month, a monthly fee will be incurred for the entire month.
- ❖ PlayOnline registration requires that you use either Visa or Mastercard to pay for services.

**About the Free Trial Period**

Each fee-based service comes with a 30-day free trial period. No billing will take place during this time. The length of this free trial period or service fee's prices may change at any time without notice.

**Statements**

PlayOnline will not issue monthly statements detailing the Content ID fees being charged. However, you can review details of a charge from within PlayOnline by using one of the options described below:

**At PlayOnline Login**

A message regarding your billing will appear, asking if you would like to review the details of a charge for a given month. Please follow the instructions in the message in order to do so.

**Within PlayOnline**

The details of charges made over the past six months can be reviewed by following the steps outlined below:

PlayOnline Main Menu **▾** Service & Support **▾** Membership **▾** Confirm Service History

You can also view your membership history through PlayOnline.com

PlayOnline.com **▾** Membership Information **▾** Login (POL ID and password) **▾** Confirmation History

Please follow the instructions there to view your billing details.

**Declined Payment**

If we are declined payment for a charge, either in whole or in part, from the company providing your method of payment, your access to PlayOnline services will be automatically suspended. Your access will also be suspended if we issue a refund on a past payment we have already received, either in whole or in part, to the company providing your method of payment (i.e. a "charge back"). When you next attempt to log in to PlayOnline, a message will notify you of the suspension and briefly explain the reason. If you were unaware of the circumstances behind your account suspension, please contact the company providing your method of payment before contacting PlayOnline customer support.

To restore your access, you must first pay the amount that is overdue. You can do this by either registering a new payment method (such as a different credit card) or reregistering the current payment method once you have resolved your issues with the company providing it. To do either, please follow the instructions in the message displayed when you attempt to log into PlayOnline.

**NOTE:**

Square Enix, Inc. is neither responsible nor liable for any account time lost due to account suspension. Furthermore, Square Enix, Inc. is not obligated to retain any account data on any server during the suspension period.

**IMPORTANT NOTE:**

Any errors encountered when registering credit card information will require you to wait 30 minutes before retrying.

**CAUTION! About Registration Codes and PlayOnline IDs**

- \*Only one PlayOnline ID may be obtained per registration code.
- \*A PlayOnline ID is necessary to log in to PlayOnline.
- \*Content IDs are associated with a PlayOnline ID and cannot be transferred to another PlayOnline ID.

**Unsubscribing from and Rejoining PlayOnline****Reviewing and Changing Member Information**

If you would like to review or change the member information you registered during the PlayOnline registration process, you can do so from "Membership" in "Service & Support" from the main menu.

- ❖ You can also change your payment method, confirm your service history, cancel or reactivate Content IDs, and perform Content ID contract extensions from "Membership."

**Cancelling a Content ID**

After cancelling a Content ID, you will no longer be able to use that Content ID's character data from the first day of the following month (or, in the case of free trial periods, from the next day). Even if you cancel all of your Content IDs, as long as you do not unsubscribe from PlayOnline, you will be able to use PlayOnline's basic services (PlayOnline's Friend List, mail, information pages, etc.). Once you have cancelled a Content ID, you will no longer be billed.

You can cancel a Content ID by selecting "Cancel ID" from "Content ID" on the corresponding game's top page or by following the steps below:

PlayOnline Main Menu **▾** Service & Support **▾** Membership **▾** Cancel Content ID

**Reactivating a Content ID**

A Content ID can be reactivated within 3 months after the Content ID has been cancelled. Even after this period has been exceeded, as long as the original data has not yet been deleted, it may be possible to reactivate the Content ID. However, if the data has already been deleted, reactivation will not be possible.

- ❖ A Content ID cannot be reactivated within the month it was cancelled.

You can reactivate a Content ID by selecting "Reactivate ID" from "Content ID" on the corresponding game's top page or by following the steps below:

PlayOnline Main Menu **▾** Service & Support **▾** Membership **▾** Reactivate Content ID

**Unsubscribing from PlayOnline**

You will be unable to use PlayOnline, including all PlayOnline Plus services, from the day after you have unsubscribed from PlayOnline. All obtained Content IDs will automatically be cancelled simultaneously with your unsubscription.

To unsubscribe from PlayOnline, go to Service and Support from the PlayOnline Viewer's main menu. From there, proceed to "Guide", then select "Unsubscribing from PlayOnline and cancelling Content IDs." There you will be able to view the difference between cancellation and unsubscribing. You will need to click on the "Unsubscribe" button to unsubscribe. Alternatively, you can call the PlayOnline Information Center to unsubscribe (the caller must be the person whose name is registered on the membership).

### Reactivating a PlayOnline Account

If you try to log in to PlayOnline after the unsubscription date (the day following unsubscription), you will be given the option to access the PlayOnline reactivation screen where you can reactivate your PlayOnline account.

You can reactivate your account until 3 months after the unsubscription date. If you perform reactivation procedures after 3 months have passed and your data has not yet been deleted, you will be able to reactivate your account. If your data has been deleted, you will be unable to reactivate your account. If you would like to also reactivate the Content IDs that were automatically cancelled when you unsubscribed, you can perform the reactivation procedures after PlayOnline reactivation has ended by using "Reactivate Content ID." Reactivating your Content IDs will enable you to have the same data you had at the time you unsubscribed.

### Updating Billing Information

Billing information can be updated through the PlayOnline Viewer. Please do so if your currently registered credit card has become invalid, or you simply wish to make your payments via a new one. After logging into your account, access "Service and Support," then "Membership." From there, select "Payment Method," then "Register/Change." Follow all prompts to complete the changes.

## LOGGING IN

### Logging in as a Registered Member

Allows you to log in using the PlayOnline ID and connection that you configured when you registered for PlayOnline.

#### 1. Select a Member

Select a member name from the Member List. The PlayOnline ID issued during the registration process will appear in the Member List as "New User," so you can begin using PlayOnline right away. You can change the member name by selecting "Settings" after you choose the member (as described below).

#### 2. Confirm your Member Information and Select "Log In"

Confirm the information displayed in the Member Information window and select "Log In." Selecting "Settings" on this screen will allow you to change member information such as your member name. You can also remove a member from the Member List by selecting "Delete."

#### 3. Connecting to PlayOnline

When the connection confirmation window appears, enter your PlayOnline password in alphanumeric characters and select "Connect." (If you previously chose "Save" for each password, you will not need to enter them on this screen.)

When you select "Connect," you are logging in to PlayOnline. For information about the various features and network services offered by PlayOnline, refer to the "Quick Manuals" on the PlayOnline Viewer's main menu.

To play FINAL FANTASY XI, you will need to install its software (page 12) and obtain a Content ID (page 13).

## OTHER ONLINE SERVICES

### FREE TRIAL PERIOD

Each fee-based service comes with a 30-day free trial period. No billing will take place during this time. The length of this free trial period or service fee's prices may change at any time without notice.

## TROUBLESHOOTING

### THE REGISTRATION PROCESS

#### Q. Can a child (minor) join PlayOnline?

A. A minor must first obtain the consent of a parent or guardian to join. The parent or guardian must read and agree to the PlayOnline Member Agreement before the minor is allowed to join. Also, during the registration process, the parent or legal guardian must complete registration for the minor.

### ERROR MESSAGES

#### Q. Why did I receive an error message during the connection configuration step of the PlayOnline Viewer installation process?

A. If you encounter an error message, follow the instructions onscreen to resolve it. If you are still unable to resolve the problem, contact the PlayOnline Information Center. (p.50)

### PLAYONLINE IDS

#### Q. Can I change the name assigned to the PlayOnline ID, or transfer it to another person?

A. You cannot change the name assigned to the PlayOnline ID or transfer it to another person.

#### Q. Can I change the PlayOnline ID?

A. Once assigned, a PlayOnline ID cannot be changed.

#### Q. How do I change the password associated with the PlayOnline ID?

A. Use the "Service & Support" page. On the Service & Support top page, select "Membership," then "enter the PlayOnline ID and Password," and then "Update PlayOnline Password."

#### Q. What information can be changed on the PlayOnline account?

A. Only the address and credit card information can be changed. The name and date of birth on the account can never be changed.

**FRIEND LIST****Q. Can I delete the entire Friend List and start over from scratch?**

- A. Since only one Friend List is allotted to each PlayOnline ID, you cannot delete the entire list at once, but you can delete individual friends registered on the list. To delete a friend from the Friend List, access "Friend List" from the PlayOnline Viewer by selecting "Navigator" and then "Friend List" or by selecting the "Friend List" icon on top right hand screen of the PlayOnline Viewer. Select the friend you would like to delete, and then select "Delete friend" from the menu. If the friend you have deleted has not deleted you from their Friend List, you will be displayed as offline on their Friend List.

**Q. Can I send a message to anyone?**

- A. Messages are different from mail in that they can only be sent and received by members of PlayOnline. Furthermore, you cannot send a message to someone who is not registered as a friend or a member of a group you belong to.

**Q. Can I read messages that I have sent previously?**

- A. Select the "Message List" icon on the top right hand screen of the PlayOnline Viewer. If you wish to view messages sent to each friend, select the friend from the Friend List, then "Read Message," then "Sent Messages" folder. However, please be aware that once a certain number of messages have been reached, older messages will be deleted when new messages are saved.

**Q. Why did I receive a message from a total stranger?**

- A. You either appeared in the results of a friend search, or you were messaged by someone using the same service that you were. If you do not wish to converse with the person, there is no need to reply. If you do not wish to be contacted by the person again, you can add him to the Ignore List.

**Q. Why are my sent messages appearing from a different handle than I expect?**

- A. If you have multiple handles, make sure to use the active handle name information to confirm which of the handles is currently active. If you are using another handle, select the handle you wish to use from the "Handle List" accessible from "Navigator" and choose "Switch." If you are currently using services such as FINAL FANTASY XI, you may be sending messages under the character name rather than the handle name.

**Q. Why is an online friend being displayed as offline?**

- A. It is possible to set your online status so that you appear offline to all of your friends registered on the Friend List even though you are actually online. For example, either of the following is possible:
- ❖ Your friend has set his online status to "Invisible" and is displayed as being offline.
  - ❖ Your friend has set his active handle to one that you do not have registered on the Friend List and is therefore being displayed as offline. If one of your friend's handles that you do have registered as a friend becomes active, your friend will be displayed as online.

**PLAYONLINE MAIL****COMPOSING AND SENDING MAIL****Q. Can I exchange e-mail with people other than PlayOnline members?**

- A. As long as they have an e-mail account on their computer or cell phone, you can exchange e-mail with anyone in the world.

**Q. Can I save mail that I'm in the process of writing?**

- A. If you choose "Cancel" while you are composing a mail, you will be asked if you want to save the current message. Select "Yes" to save a copy in the mailbox. You can then select the mail from the "Drafts" box in "Mailbox" to continue composing.

**READING MAIL****Q. I received a message that I had new mail. Why can't I see anything in my mail list?**

- A. Mail that you receive is stored on the server. You must select "Send/Receive" from the Mail top page to retrieve it from the server and have it appear in the mail list.

**Q. There is a file attached to the mail I received. Why can't I open it?**

- A. It may be in a format that is incompatible with PlayOnline. Currently, the PlayOnline system only allows you to view files that have JPG, PNG, or EML extensions, or files that are saved in text-only format.

**Q. How do I read mail that I have previously received?**

- A. Messages that you have received will appear in the "Inbox." Select a mail message from the "Inbox" to read it.

It is not necessary to connect to the internet to install FINAL FANTASY XI.

### Please read the following before installing FINAL FANTASY XI.

- Only alphanumeric characters may be used for the destination folder's name.
- If you are using Windows XP, performing operations with another window or folder on the desktop while the "browse" window is being displayed may cause an error where the dialogue becomes unresponsive. Close the dialogue, open it again, and designate the destination folder without performing any other operations.
- If you are using Windows Vista, the "User Account Control" window may appear. Square Enix has confirmed that there are no problems with the software, so please verify the file name and click "Allow."
- It has been confirmed that in rare cases after changing the destination folder and clicking "Next," the program may take some time to display the next screen. The next screen will be displayed after a few moments.

### 1. Begin Installation

Select the "Install FINAL FANTASY XI" button on the installation menu (refer to page 5 of the PlayOnline Manual) to begin the installation.

### 2. Accept the Software License Agreement

The FINAL FANTASY XI software license agreement will appear. If you accept the terms of the software license agreement, select "Yes." If you do not accept the terms, select "No." If you select "No," you will be unable to play FINAL FANTASY XI.



### 3. Install the game files

Select "Next." The sequence here proceeds the same way as the PlayOnline Viewer and Tetra Master installation. The installation of the files will begin and once it has completed, the "Finish" button will appear. Select it to return to the installation menu. You may also choose whether or not to create a shortcut button at the end of the installation.

### Uninstalling FINAL FANTASY XI

- ❖ Depending on your PC's specs and operating system, it may take over 20 minutes to uninstall FINAL FANTASY XI. Please do not turn off your PC until the uninstallation has successfully finished.

In order to enjoy games such as FINAL FANTASY XI on PlayOnline, you must first obtain a corresponding Content ID. A Content ID allows you to create a personalized character. You will have to obtain a Content ID for every character you wish to create. Let's try logging into PlayOnline and obtaining a Content ID.

1. Once you have finished the installation process, select "Games" from the PlayOnline main menu. Then, select "FINAL FANTASY XI" to open the top page.
  - ❖ Content IDs may also be obtained from:
    - Service & Support
    - Membership
    - Obtain Content ID.
2. Select "Content ID," then "Obtain ID."
3. Enter your PlayOnline ID and PlayOnline password. When you have finished, move the pointer to "Log In" and press the confirm button.
  - ❖ Select the "Save Password" check box to save your password if you wish to avoid re-entering your password every time you obtain additional Content IDs. For security purposes, it is recommended that you do not make use of the save password feature if playing on a PC other than your own or from a public location.
4. After accepting the user agreement, a screen to obtain a Content ID will appear. Select "Obtain". After obtaining a Content ID, select "Done".



Expansion packs for the FINAL FANTASY XI game are included in this package. In order to take advantage of the new game play features, you will need to use the one-time registration process for these expanded services.

1. After obtaining a FINAL FANTASY XI Content ID, a "One-time Registration" prompt will appear. Select "One-time Registration" and then "Perform one-time registration".
  - The registration code mentioned above is used to register all expanded services included.
  - Any registration codes besides the one mentioned above will be invalid.
    - All of the following unregistered expanded services (Rise of the Zilart, Chains of Promathia, Treasures of Aht Urhgan, Wings of the Goddess) will be registered simultaneously upon selecting "Perform one-time registration".
  - The expanded services registration code allows one PlayOnline ID to access expanded services. Once you register the PlayOnline ID for expanded services, all Content IDs (characters) can access these expanded services. This applies to future Content IDs (characters) as well. Once you have registered an expansion pack, it cannot be removed.
  - Once you have used a registration code, you cannot use it on any other PlayOnline IDs.
2. Select "Done" and exit to the PlayOnline main menu. You are now ready to create a character and enter the world of Vana'diel.





## CANCELLING OR REACTIVATING A CONTENT ID

Please be aware that cancelling and reactivating a Content ID are handled on different screens.

### Cancelling a Content ID

You can cancel your Content IDs at any time. Go to “Content ID” in the FINAL FANTASY XI top page. Select “Cancel ID” and select the Content IDs that you wish to cancel. Follow the subsequent steps to complete the cancellation process.

Content IDs may also be cancelled from:

PlayOnline Main Menu ñ Service & Support ñ Membership ñ Cancel Content ID

### Reactivating a Content ID

Your inactive Content IDs may be reactivated. Select “Reactivate ID” from the “Content ID” menu found on the FINAL FANTASY XI top page. Then pick the Content ID that you wish to reactivate. Follow the subsequent steps to complete the reactivation process.

Content IDs may also be reactivated from:

PlayOnline Main Menu ñ Service & Support ñ Membership ñ Reactivate Content ID

## EXPANSION PACKS

With the purchase of each expansion pack, vast stories, areas, and jobs can be added to FINAL FANTASY XI, further expanding the enjoyment of your adventures. The expansion packs can be purchased via the FINAL FANTASY XI online store (<http://www.finalfantasyxi.com/order>), and through other video game retailers.

## CANCELLING FINAL FANTASY XI'S SERVICE

### How Do I Stop Using FINAL FANTASY XI?

On the FINAL FANTASY XI top page, move the pointer to “Content ID” and press the confirm button. Then, move the pointer to “Cancel” and press the confirm button. Select the Content ID that you wish to cancel and press the confirm button to cancel it.

### CAUTION

You cannot cancel a Content ID by simply selecting “Delete Character” on the FINAL FANTASY XI top menu (even if you delete all of your characters with “Delete Character,” you will still be billed monthly service fees). Be sure to use the procedures described above to cancel your Content IDs. If you cancel your Content IDs without deleting your characters, you will no longer be able to play FINAL FANTASY XI, but your characters will still be temporarily stored on the server. If you reactivate a Content ID before this data storage period has ended, you will be able to reactivate the character associated with that Content ID. Please only use “Delete Character” when you would like to create a new character with the same Content ID. Once you have cancelled a Content ID, from the following month, you will no longer be billed for it. If you are billed for a Content ID that you have cancelled, please contact the Square Enix Information Center (the caller must be the person whose name is registered on the membership). *(continued)*

### CAUTION (CONTINUED)

A deleted character can only be reactivated once and only under the following conditions:

- It is still within the specified time period since the character has been deleted.
  - The Content ID the deleted character was associated with has been reactivated.
  - The character's data and World cannot be changed.
  - If there is another character with the same name as the character you deleted, you will need to rename the character once it is reactivated.
  - If the Content ID has been deleted because too much time has passed since the Content ID was cancelled (including cases where the Content ID was cancelled because payment was stopped), the deleted character cannot be reactivated.
- ❖ Refer to Q&A for details on the length of the period mentioned above.  
❖ For more information on reactivating a Content ID, refer to page 14.

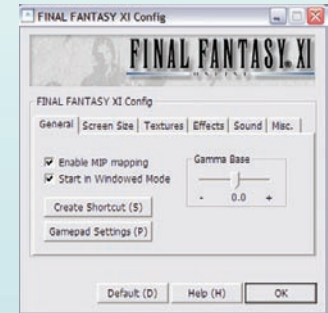
### ABOUT CONTENT IDS AND PLAYONLINE IDS

You can obtain a maximum of 16 Content IDs with a single PlayOnline ID.

- ❖ You cannot transfer Content IDs you have obtained or characters you have created to another PlayOnline ID.

## CONFIGURATION

Once the PlayOnline/FINAL FANTASY XI installation has completed, “PlayOnline” will be added to the Windows start menu. Selecting “FINAL FANTASY XI Config” from the “FINAL FANTASY XI” program group will open the window displayed to the right. FINAL FANTASY XI Config allows you to change the screen resolution, adjust the sound, and configure a gamepad for use with FINAL FANTASY XI. For more details, please click the Help button.



\* Items in the config file may be added or changed through version updates. When changing these settings, please confirm that FINAL FANTASY XI has been updated to the latest version. *(continued on next page)*

(continued from last page)

## RUNNING IN WINDOWED MODE

### Running in Windowed Mode

Checking “Start in Windowed Mode” from the General tab in FINAL FANTASY XI Config will start the game in its own window.

Checking the box will display the message, “You may experience lower frame rates or other problems depending on your computer’s specifications. Uncheck the box and use full screen mode to improve performance.” To run in windowed mode, click “yes.”

### Changing window size

Dragging the corner of the window with your mouse while FINAL FANTASY XI is running in windowed mode will allow you to change the window size. Doing so while holding the shift key will preserve the ratio between the width and length.

To return the window’s size to its previous state, right click on the title bar and select “Default Size” from the displayed menu.

### CAUTION!

It may be difficult to view the screen in windowed mode using the default settings. You can change these settings with “Gamma Base” under the General tab in FINAL FANTASY XI Config or from “Gameplay” in “Config” from the in-game main menu.

The appropriate values will differ according to your PC’s monitor and graphic card.

Front buffer values set in the Screen Size tab of FINAL FANTASY XI Config will be reflected in the selected window size.

Windows’ print screen function ([Alt] key + [Print Screen] key) cannot be used on the FINAL FANTASY XI window.

The brightness, colors, contrast, and sharpness in windowed mode will be somewhat different than in full-screen mode.

Performing any of the following actions while playing FINAL FANTASY XI will cause the connection to be lost and the user to be forcibly returned to PlayOnline.

- Opening another application
- Starting certain kinds of screensavers

## OPTIONAL SERVICES

FINAL FANTASY XI offers the following optional services.

### World Transfer Service

This service allows characters to move to any available World. For details, refer to “World Transfer Service” under “Optional Service” on the FINAL FANTASY XI top page.

### Registration Code Sales

This is a service that allows users to purchase expansion pack registration codes. For details, refer to “Registration Code Sales” under “Optional Service” on the FINAL FANTASY XI top page.

- ◆ In order to access the expanded data, the corresponding software will need to be installed.
- ◆ The “Vana’diel Collection” does not use this service since registration codes for all expansion packs are included.

### Reward Code Registration

This is a service that allows users to register reward codes that have been obtained at events or through campaigns. For details, refer to “Reward Code Registration” under “Optional Service” on the FINAL FANTASY XI top page.

## The Character Creation Process

When you select “Create Character” from the top menu, the character creation screen will appear.



## 1. RACE AND GENDER

The world of FINAL FANTASY XI is home to many different races. Pick the type that you feel best suits you. Once you begin the game, you will not be allowed to switch races or genders, so please read the description of each race carefully before making your decision.



### Hume (Male/Female)

Possibly the most numerous of the five races, Humes have spread from Bastok to live all over Vana’diel. In comparison to the other races, Humes are characterized by having a relatively equal balance of abilities.



### Elvaan (Male/Female)

A tall, slender race famed for their swordsmanship, the Elvaan form the majority of the San d’Orian population.



### Tarutaru (Male/Female)

The Tarutaru form the majority of Windurst’s population and are known for their skill with magic. Although they outwardly resemble small children, their physical appearance belies their true age.



### Mithra

A race of catlike humanoids, the Mithra live in Windurst and its surrounding islands. They are characterized by their large ears, long tails, and superior agility. There are very few male Mithra, and only female Mithra venture out into the world.



### Galka

The Galka are a physically imposing race, and are the minority population of Bastok. Characterized by their hulking frames, the Galka are renowned for their unsurpassed strength. The Galka reproduce through a form of reincarnation and hence have no specific gender, but are generally considered to be male.

## 2. CHOOSING A JOB

You must select a job for your character. Each job comes with a set of special proficiencies that are referred to as abilities. You will find these special abilities invaluable as you proceed through the game. You can change your job at any time by going to your Mog House.

### STANDARD JOBS

The "standard jobs" are the six jobs that you can select when you begin playing the game.

#### Warrior

Close-combat specialists capable of using a wide variety of weapons. Have a high defensive rating stemming from the ability to wear many types of armor.

#### Monk

Martial artists whose bodies are deadly weapons.

#### White Mage

Experts in white magic that specialize in healing and recovery spells. Weak in close combat, and prohibited from using bladed weapons.

#### Black Mage

Experts in black magic, specializing in offensive spells. Cannot use heavy armor that would compromise their ability to concentrate.

#### Red Mage

Capable of using both white and black magic; adept at swordsmanship. However, red mages take far longer to master powerful spells than white or black mages due to their broad range of abilities.

#### Thief

Agile combat support specialists that excel at hindering enemies and stealing their items rather than attacking directly.

### EXTRA JOBS

Extra jobs can be selected only after you satisfy certain conditions.

#### Paladin

#### Dark Knight

#### Ranger

#### Beastmaster

#### Bard

#### Ninja

#### Samurai

#### Dragoon

#### Summoner

#### Blue Mage

#### Corsair

#### Puppetmaster

#### Dancer

#### Scholar



## 3. CHOOSING A NAME

Enter a name for your character. If you receive an error message stating that the name cannot be registered, please try another name for your character.



## 4. CHOOSING A WORLD

Select the World in which you wish to create your character. Available Worlds will be displayed in white.

- ❖ If you wish to join a friend in his or her adventures, be sure to select the same World your friend has chosen, otherwise you will be unable to meet in Vana'diel!

## 5. CHOOSING AN ALLEGIANCE

Now that you have made it this far, all that remains is to choose a nation in which you will begin your adventure. You may want to consider the relationships between races in each nation before choosing your allegiance.

When you decide on a country for your character, an opening sequence will play. After the movie has finished, your character will appear on a street in the country of your allegiance. Your journey has just begun!





## THE GAME SCREEN

1. Help messages.
2. Character/target name (refer to p.22 for an explanation of colors).
3. Directional indicator (compass). Other player characters appear as blue dots, non-player characters as green, party members as pink, and pets/avatars as yellow. In addition, monsters will appear as red dots for certain jobs.
4. Log window.
5. Connection information.
6. Your character's name.
7. Your character's name, HP, and MP. When in a party, the names, HP, and MP of party members will be displayed as well.
8. Vana'diel time and day, and information on weather conditions.
  - ❖ After a certain period of time has elapsed without any new information appearing, the log window will begin clearing itself line by line, and will eventually disappear.

The window that allows your character to interact with the game world is called the action command menu. The commands that appear vary depending on the situation.

### Chat

This option will be displayed when targeting a PC. Allows you to select a chat mode.

### Attack

This option will be displayed when targeting a monster. Allows you to enter auto-attack mode with the main weapon that you have equipped. When in auto-attack mode, the top selection in the action command menu will become "Switch Target."

### Magic

Select this option to open the magic spell selection window.

### Ability

Opens a list containing four commands: "Job Abilities," "Weapon Skills," "Ranged Attacks," and "Pet Commands." The details of these abilities can be found in the help message window, or in the Game Guide option of the FINAL FANTASY XI main menu.

### Trade

Allows you to trade gil, items, or equipment with the targeted PC or NPC. (p.28)

### Disengage/Call for Help

During an auto-attack, you can select "Disengage" from the action command menu to break off the attack. Highlighting "Disengage" and pressing the right directional button will display the option "Call for Help." Calling for help will allow other PCs to attack your target.

### Check

This command displays the targeted PC or monster's information.

### Invite

This command is available when the targeted PC is in "Seek Party" status. (p.28)

### Fish

There are many places to fish in Vana'diel. You must equip a rod and bait before fishing.

- ❖ Additional commands are available under various circumstances, such as when the player is riding a chocobo.

## TARGETING

You can target many objects and characters in the world of FINAL FANTASY XI. Different types of targets are distinguished by the color of their names.

<b>Green</b>	Friendly NPC
<b>White</b>	PC
<b>Yellow</b>	Monster not engaged in battle
<b>Purple</b>	Monster engaged in battle with a third party
<b>Light Blue</b>	Party member
<b>Blue</b>	Player with status set to anonymous

Try pressing the confirm button when another character is in front of you on the screen. You have just “targeted” the character. The targeted character’s name will be displayed on the right side of the screen. You can select other onscreen targets by using the directional buttons. Press the cancel button to deselect the target.



Press the confirm button while targeting an object or character for the following results:

<b>NPC</b>	A dialog event will occur.
<b>PC</b>	The action command menu will appear with the options “Invite,” “Trade,” and “Check.” Use “Check” to view the PC’s job level, equipment, and bazaar.
<b>Monster</b>	Displays the action command menu.
<b>Door</b>	Opens a door or gate. Not all doors and gates can be opened.

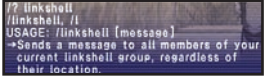
## HEALING

Pressing [Ctrl] or [Alt] and the [H] key, or the [\*] key on the number pad while not targeting anything will cause your character to begin healing. During the healing process HP and MP will gradually recover at a fixed rate. After a certain period of time, they will fully recover. However, if you are attacked by a monster or move while healing, the process will be interrupted. You can also press the [\*] key a second time to interrupt the healing process yourself.

You can make your character perform various actions by using text commands. Press [Space bar] to open the input window, enter one of the commands listed below, and press [Enter].

- ❖ All text commands must begin with a “/” character. Commands displayed below in green are those that can be used even when your character has fallen in battle (KO status), while those in yellow cannot. The following is not a complete list of text commands, and more may be added in future updates. To view an up-to-date list of commands, refer to the “Game Manual” section located in the FINAL FANTASY XI main menu.

## GENERAL TEXT COMMANDS

<b>/?</b>	Displays a list of all command names in the log window.
<b>/? (space) command name</b>	Displays the help message associated with that command. Ex: If you want to know more about the /linkshell command, enter “/? linkshell” and press the [Enter] key.
	
<b>/say (space followed by text)</b>	Speaks in a voice heard by PCs in the immediate vicinity.
<b>/shout (space followed by text)</b>	Speaks in a loud voice. Has greater range than “Say”.
<b>/tell (space, PC name, space, text)</b>	Sends a one-on-one message to the designated PC.
<b>/party (space followed by text)</b>	Speaks to all members of your party/alliance.
<b>/linkshell (space followed by text)</b>	Speaks to all members of your linkshell group.
<b>/emote</b>	Emotional display. Example: typing “/emote feels sleepy” will display “(PC name) feels sleepy” in the log window. /emote messages have the same range as “say” messages.
<b>/logout</b>	Logs the player out of FINAL FANTASY XI.
<b>/search</b>	Performs a player search of the current area.
<b>/playlog (or /playtime)</b>	Displays the total amount of time played.
<b>/clock</b>	Displays the current time.
<b>/smes</b>	Displays current system message, when applicable.

## BATTLE-RELATED:

<b>/attack or /a</b>	Launches an auto-attack against the target ("attack off" disengages from battle).
<b>/lockon</b>	Locks on to the currently selected target.
<b>/magic or /ma</b>	Uses magic. Example Macro: /ma "Cure II" <stpc>
<b>/weaponskill or /ws</b>	Uses a weapon skill. Example Macro: /ws "Hard Slash" <t>
<b>/jobability or /ja</b>	Uses a job ability. Example Macro: /ja "Flee" <me>
<b>/range or /ra, /shoot, /throw</b>	Launches a ranged attack against the target. Example Macro: /ra <stnpc>

## PARTY-RELATED:

<b>/partycmd or /pcmd</b>	Executes a party command, which is followed by a space and one of the following:
<b>leave</b>	Leaves the current party.
<b>add</b>	Adds the designated character to the party (can only be used by the party leader).
<b>kick</b>	Removes the designated character from the party (can only be used by the party leader). Example Macro: /kick <t>
<b>breakup</b>	Disbands the party (can only be used by the party leader).
<b>/join</b>	Accepts an invitation to join a party or alliance.
<b>/decline</b>	Declines an invitation to join a party or alliance.
<b>/invite or /inv</b>	Toggles your character's "Seek Party" status on or off.
<b>/autogroup or /ag</b>	Toggles the "Autogroup" feature on or off.

## OTHER COMMANDS:

<b>/target or /t</b>	Targets the specified PC. You must enter a space and target name after the command. Example Macro: /target <t>
<b>/targetpc</b>	Targets the closest PC (player character).
<b>/targetnpc</b>	Targets the closest NPC (non-player character).
<b>/help</b>	Issues a call for help during battle.
<b>/blacklist add</b>	Adds the specified character to your blacklist. Once added, all text generated by that character will be hidden from your view.* Example Macro: /blacklist add <me>
<b>/blacklist delete</b>	Deletes the specified character from your blacklist. Example Macro: /blacklist delete <t>
<b>/names</b>	Toggles the display of character names on or off.
<b>/automove</b>	Toggles on "autorun" when PC is in motion.
<b>/fish</b>	Begin fishing.
<b>/follow</b>	Automatically follows the currently selected target.
<b>/random</b>	Generates a random three-digit number which is visible to all PCs in your immediate vicinity.
<b>&lt;&lt;call0-21&gt;</b>	This command can be used to make a sound that can only be heard by the members of one's party. The commands <<scall> (sound only) and <<ncall> (vibration) can also be used in conjunction with the 22 different sounds. Calls are only usable in party chat.
<b>/sit</b>	Causes your character to sit down. Sitting poses vary depending on the character's race. HP and MP will not be recovered while sitting.

\*The blacklist is handled separately from your Friend List.

## THE MAIN MENU

During the game, press the [-] key on the numeric keypad to open the main menu. Once the main menu is open, you can use the up and down directional buttons to highlight different items. The main menu is broken up into two pages. You can switch between the two pages by pressing the left and right directional buttons.



For more information, refer to the "Game Guide" section located in the main menu of FINAL FANTASY XI.

## THE CHARACTER

You can check your character's profile and information by selecting "Status" from the main menu. The "Magic" and "Abilities" options allow you to view or use any of the spells and abilities currently available to your character (abilities are automatically learned as you gain levels, while magic spells are learned by using items called "scrolls"). Selecting "Item" will display a list of the items you are carrying (with usable items shown in yellow). This item list can be sorted automatically or manually.

## EQUIPPING WEAPONS AND ARMOR

By selecting the "Equipment" option from the main menu, you can equip weapons, armor, and other accessories. Moving the cursor over an equipment slot and pressing the confirm button will display a list of items designated for that position. Items shown in gray cannot be equipped. Currently equipped items appear in green. Choose an item from the list and press the confirm button to equip it on your character. When you wish to remove an equipped item, select the item from the list (shown in green) and press the confirm button. Highlighting an item with the cursor will display a window showing its stats. Be sure to check the required job and level of your equipment.

## BATTLE

There are many monsters lurking beyond the walls of the town in which you begin your adventures. Fighting monsters is the path to gaining experience points, gil, and new items for your character.

After targeting the monster you wish to fight, select "Attack" from the action command menu to begin auto-attacking with your equipped weapon.

The following actions can be taken during battle:

<b>Magic</b>	Use magic available at the character's current job/level.
<b>Ability</b>	Use special abilities available at the character's current job/level.
<b>Item</b>	Use an item from the character's inventory.
<b>Disengage</b>	Cancel auto-attack.
<b>Call for Help</b>	Select the "Call for Help" command by pressing the right directional button when the "Disengage" command is highlighted. Use this command when you wish to request help from players outside of your party.

## PARTY

There are many monsters in Vana'diel that are too powerful for one adventurer to defeat alone. Forming a party will allow you to join forces with up to five other players.



### TO JOIN A PARTY AS A MEMBER:

Select "Party" from the main menu, and then choose "Seek Party" to signal to other players that you would like to join a party. A "Seek Party" icon will appear next to your character's name on the screen. If another player sees the icon and invites you to become a member of a party, you will receive a message in your log window asking you if you wish to join their party. If you would like to join, select "Party" from the main menu, and then choose "Join."

### TO BECOME A PARTY LEADER AND LOOK FOR MEMBERS:

Select "Party" from the main menu, and then choose "Find Member" to begin searching for members. A list displaying the names, jobs, and levels of PCs in your region who are in the "Seek Party" status will appear. Choose a PC from the list and send them a message saying that you would like them in your party. If the PC wants to join, you should then send an invitation by highlighting their name in the list and selecting "Invite." Alternatively, you can target an on-screen PC in "Seek Party Status" that you want to invite and select "Invite" from the action command menu.

## AUTOGROUP

Select "Party" from the main menu, and then choose "Autogroup" to automatically form a party with other PCs who are using the Autogroup option. If the area you are in does not have enough potential members, the search range is broadened to the regional level. When you form a party with this command, you will not be asked to confirm that you wish to join a party. The system chooses the leader at random.

## ALLIANCE

"Alliance" allows you to form an alliance among multiple parties. Alliances can consist of up to three parties and a total of 18 PC members.

### Forming an Alliance

The leader of party A targets the leader of party B. Then, the leader of party A selects "Party" from the main menu, then "Form Alliance." A message stating "[Character Name] invites you to form an alliance with this party" will appear in the log window of the leader of party B. The leader of party B then selects "Party" from the main menu, selects either "Join" or "Decline," and presses the confirm button. If the leader selects "Join," an alliance will be formed.

## MAKING FRIENDS

When you meet people with whom you would like to keep in contact, you can register their names on the Friend List so you can view their online status and send messages to each other at any time.

To register a friend, select their name from the search list and choose "Send Message" to send a request for friend registration. If your friend accepts the registration, you will be added to each other's Friend List.



You can use a "linkshell" to talk to several of your friends at once. Give an item called a "linkpearl" to your friends, and they can also become a member of your linkshell.

Certain shops sell "new linkshells," which can be used to create a linkpearl. Trade linkpearls to PCs in order to increase the number of members in your linkshell group. Members of the same linkshell group can converse with each other using the "Linkshell" chat mode when the linkshell is equipped. You can carry as many linkshells and linkpearls as your inventory will hold, so you can also be a member of multiple linkshell groups. Only one linkshell may be equipped at a time, however.

## MAKING PURCHASES

### SHOPS

You can find shops that sell weapons, armor, and items in the many towns of Vana'diel. You may make purchases or sell goods from your inventory at shops.

### AUCTION HOUSE

At each town's auction house, you can bid on items placed up for auction by other player characters, or sell items yourself. First, target one of the auction counters and press the confirm button. A menu will appear that allows you to do the following:

#### Bid

Bid on equipment or items that are up for sale. You will receive the item if the bid is successful.

#### Sell

Select an item from your inventory and set the price to place it up for sale. Not all items can be sold.

#### Sales Status

View a list of items you currently have up for sale. You can select an item from the list and choose "Stop Sale" to remove it from auction.

**BAZAAR**

The “Bazaar” command allows you to sell your items or equipment to other PCs. To set up a bazaar, select “Bazaar” on the main menu, select the item you want to sell, and set the price (per unit).

The “Edit Comment” feature allows you to set a comment that will be displayed to other player characters who target and “Check” your character. Once you set a bazaar, the bazaar icon will appear next to your character’s name. To purchase an item from another PC’s bazaar, you must target the PC, select “Check” from the action command menu, and then choose “View Wares.” This will display a list of items for sale. Simply select the item you want and select “Buy” in order to make a purchase.

**LEARNING TO “TRADE”**

The “Trade” command is used to exchange items, equipment, or gil with other PCs. It is also used to exchange items with NPCs during quests and missions, and for interacting with various quest and mission objects.



Target the character you wish to trade with, open the main menu, and select “Trade.” A message will be sent to the other player. If the other player selects “Trade” from their main menu, a trading window will appear. Choose the item you wish to exchange. Both players must confirm the trade for it to be successful.

**CREATING MACROS**

Macros are handy automated commands that allow you to record up to six actions and trigger them with a single button press. You will find several prerecorded macros provided for your convenience. You can create your own custom macros by selecting “Macros” from the main menu.

**ACCESSING YOUR MACRO LIST**

Press and hold the [Ctrl] or [Alt] keys to pull up the corresponding macro palette.

**THE LAY OF THE LAND**

Selecting “Region Info” from the main menu displays the world map and also allows you to check the current Conquest situation (a competition between nations to seize neutral regions). Select “Map” to view your current area and confirm your location in that area.

You will begin the game with a map for the city and area of the country of your allegiance, but you must find or purchase maps for other areas on your own.

**IMMERSE YOURSELF IN AN EPIC STORY**

Your experience in FINAL FANTASY XI largely depends on you. There are unavoidable events that occur against Vana’diel’s grand historical backdrop, but there are also “missions” and “quests”--events that the player must seek out. Players must experience FINAL FANTASY XI’s numerous missions (assignments handed down by the player’s home nation) and quests (tasks appointed by NPCs in various towns) in order to fully enjoy and understand Vana’diel’s richly detailed storyline and history.

You can check the status of quests and missions undertaken by selecting “Quests” or “Missions” from the main menu.

**MOG HOUSE**

Your “Mog House” acts as your own personal home in Vana’diel. You will recover all HP and MP upon entering your Mog House, and you may change your job, or store items in your “Mog Safe.” Clever use of the Mog Safe will allow you to pick up more treasure on your adventures by freeing up space in your pack.

Your Mog House can be decorated with furniture and used for gardening. And don’t forget to check your “Delivery Box”!

- ❖ Furniture cannot be placed or rearranged in Rent-a-Rooms.

**ENDING YOUR ADVENTURES FOR THE DAY**

Select “Log Out” from the main menu to quit FINAL FANTASY XI and return to the title screen after a 30-second countdown. Select “Log Out” again or cancel healing at any time during the countdown to abort the logout process. When you log out of the game, your character’s data will be automatically saved on the server. Selecting “Log Out” does not disconnect you from the PlayOnline server. To disconnect, you must return to the PlayOnline Viewer and select “Log Out.”

**SHUT DOWN**

Select “Shut Down” from the main menu to quit FINAL FANTASY XI, log out from the PlayOnline Viewer, and return to Windows after a 30-second countdown.

- ❖ There is no 30-second countdown when using the “Log Out” or “Shut Down” commands inside your Mog House.



**PlayOnline® Member Agreement**

**THIS VERSION OF THIS AGREEMENT IS EFFECTIVE AND BINDING ON ALL USERS OF THE LICENSED SOFTWARE AS OF THE DATE OF PURCHASE. THE TERMS IN THIS AGREEMENT SUPERCEDE ANY CONFLICTING TERMS CONTAINED ON THE SOFTWARE OR ANY PREVIOUS VERSION OF THIS AGREEMENT. THE MOST CURRENT VERSION OF THIS AGREEMENT IS POSTED AT WWW.PLAYONLINE.COM.**

**Background on this Agreement**

PlayOnline is an online, membership-based entertainment service provided by Square Enix, Inc. (“SEI” or “us” or “we”). It is designed to provide members with access to and use of various online services, including online games as its main feature.

**IMPORTANT** - This PlayOnline Member Agreement is a binding legal agreement between SEI and you (“you”), and sets forth the terms and conditions that govern your use of the PlayOnline Service (as defined below). By using the PlayOnline Service, you agree to be bound by this Member Agreement and to follow these terms and conditions and all applicable laws and regulations governing your use of the PlayOnline Service. If at any time you do not agree to be bound by these terms and conditions, you must immediately end your use of the PlayOnline Service.

**Article 1: Definitions**

**1.1 “Agreement”** means this PlayOnline Member Agreement, which must be accepted by each User (or by a parent or legal guardian on behalf of those Users between the ages of 13 and 17) prior to any use of PlayOnline or any services offered in connection therewith.

**1.2 “Documentation”** means those user manuals, specifications documents and other instructional materials related to PlayOnline (whether written or electronic) that are provided by SEI or otherwise made available to Users.

**1.3 “Hardware”** means the computer or the video game equipment on which the Software is installed and used.

**1.4 “Fee-Based Service”** means any online games or other products or services of the PlayOnline Service for which payment of a fee is required for use.

**1.5 “PlayOnline”** or “**PlayOnline Service**” means the PlayOnline online entertainment service offered by SEI, and includes the various services incorporated therein or offered in connection therewith (including, but not limited to, online video games).

**1.6 “Privacy Policy”** means SEI’s current PlayOnline Service Privacy Policy, which may be accessed on the Website and within the PlayOnline Service at any time.

**1.7 “Prohibited Activities”** has the meaning ascribed to it in Section 4.4, below.

**1.8 “Rules”** means any rules or other instructions applicable to the PlayOnline Service (or any aspect thereof) that may be posted on the Website and within the PlayOnline Service from time to time for Users to access and review.

**1.9 “Software”** means, collectively, all computer programs made available to Users for use with the PlayOnline Service as embodied on any one or more discs or other media provided to a User, or as incorporated into any one or more electronic files provided to a User.

**1.10 “Software License Agreement”** has the meaning ascribed to it in Section 2.1, below.

**1.11 “Subscription Fee”** means the fee that applies to your use of any Fee-Based Service. The Subscription Fee will be charged each month to your credit card, or to you by any other payment method approved by SEI in accordance with the terms of this Agreement.

**1.12 “User Agreement”** has the meaning ascribed to it in Section 2.1, below.

**1.13 “Users”** means users of the PlayOnline Service; provided that any User between the ages of 13 and 17 must have the express authorization of a parent or legal guardian, such authorization shall be evidenced by execution of this Agreement by such parent or legal guardian. Children under the age of 13 are not permitted to use any PlayOnline Service.

**1.14 “Website”** means the SEI website for the PlayOnline Service directed at <http://www.playonline.com>.

**Article 2: Application of this Agreement**

**2.1 Scope of the Agreement.** The terms that apply to your use of PlayOnline include all of the terms of this Agreement, any and all software license agreements that you are required to execute as part of the PlayOnline registration and/or installation process (each, a “Software License Agreement”), all user agreements that you may be required to execute upon your subscription to or other participation in certain services (each, a “User Agreement”), the Privacy Policy, and any and all Rules. You agree to abide by any and all Rules, which shall, upon posting within PlayOnline and/or to the Website and/or delivery to Users, form a part of this Agreement. You understand and agree that the Rules, together with the Software License Agreements, User Agreements, and Privacy Policy, are expressly incorporated herein and form a part of this Agreement.

**2.2 Amendments to this Agreement.** SEI may change the terms of this Agreement, Software License Agreements, User Agreements, Privacy Policy, or Rules and the scope of the PlayOnline Service in whole or in part, at any time, with or without notice to Users. Such changes will be posted within the PlayOnline Service and on the Website, and this posting will constitute notice to you. The current terms of this Agreement, together with the terms of the Software License Agreements, User Agreements, Privacy Policy, and Rules, can be found within the PlayOnline Service or on the Website, and you agree to review these terms from time to time, and in any event promptly upon notice of any changes, whether such notice is delivered to you directly or simply posted. If at any time, the current terms are not acceptable to you, you agree to terminate your use of the PlayOnline Service. Your continued use of PlayOnline after SEI posts any change(s) to its terms or to the scope of the PlayOnline Service shall constitute your agreement to and acceptance of all of the changes.

**Article 3: Term, Termination, and Suspension**

**3.1 Term.** This Agreement will commence when you indicate your acceptance of its terms and conditions and proceed to complete the registration process and will continue in effect until terminated in accordance with this Article 3; provided, however, that this Agreement will also resume, take effect and continue in force immediately upon reactivation of your PlayOnline user account after any termination of such account.

**3.2 Termination.**

(a) Your PlayOnline user account and any rights you may have under this Agreement (including those you may have under any other agreement related to your use of PlayOnline) will immediately and automatically terminate upon your breach of any provision of this Agreement, including (without limitation) your violation of any Rule.

(b) You may terminate this Agreement at any time by canceling your PlayOnline user account and by ceasing all use of PlayOnline and all related services. If your PlayOnline user account is terminated by SEI for any reason, you will not be able to reactivate the terminated user account again.

(c) SEI reserves the right to terminate PlayOnline Service in whole or in part for any reason with or without prior notice.

**(d) SEI MAY SUSPEND, TERMINATE, MODIFY, OR DELETE ANY PLAYONLINE ACCOUNT AT ANY TIME, WITH ANY REASON OR NO REASON, WITH OR WITHOUT NOTICE.**

**3.3 No Use of PlayOnline by Children.** Without limiting any of the other provisions of this Agreement (including, without limitation, the terms of this Article 3), SEI shall be entitled to terminate the user account of any User who is determined or believed to be under the age of 13, or who is determined or believed to be permitting children under the age of 13 to access and use the PlayOnline Service.

**3.4 Suspension.** PlayOnline Service may be temporary suspended in whole or in part without notice due to routine maintenance, emergency repairs, fire, flood, explosion, war, strike, embargo, governmental action or failure to act, the act of any civil or military authority, act of God, or by any other causes beyond SEI’s control

whether or not similar to the foregoing, or any other reasons that SEI determines in its sole discretion that temporary suspension is deemed necessary.

#### Article 4: Ownership, Rights, and Restrictions

**4.1 Ownership and Rights.** SEI (and, to the extent applicable, its licensors) owns and shall retain all right, title and interest in and to the PlayOnline Service, the Software and all Documentation, and will be the sole owner of any and all data you generate through your use of the PlayOnline Service, including accounts, Content IDs, character attributes, statistics and assets, and you receive only limited rights to access and use PlayOnline Service, the Software and all Documentation, as set forth in any applicable license agreement. SEI shall reserve its rights in its sole discretion to delete, alter, or transfer any and all data at any time without notice to User.

**YOU DO NOT OWN YOUR ACCOUNT OR CHARACTER OR HAVE ANY PROPERTY RIGHTS TO YOUR CHARACTER OR ITS VIRTUAL ASSETS. YOU MAY NOT SELL, RENT, OR REPRODUCE YOUR CHARACTER OR ITS VIRTUAL ASSETS FOR ANY COMMERCIAL PURPOSE.**

**PLAYONLINE, THE SOFTWARE AND THE DOCUMENTATION ARE PROTECTED BY UNITED STATES AND FOREIGN COPYRIGHT AND TRADEMARK LAWS, AND INTERNATIONAL TREATIES, AND ARE THE SUBJECT OF TRADE SECRETS.UNAUTHORIZED REPRODUCTION OR DISTRIBUTION OF THE SOFTWARE IS SUBJECT TO CIVIL AND CRIMINAL PENALTIES.**

Further, SEI (and, to the extent applicable, its licensors) owns and shall retain all right, title and interest in and to any ideas, opinions, comments, or suggestions that you submit to SEI, its affiliates, its agents, or its representatives in any form or format (including, but not limited to, e-mail, telephone, facsimile, regular mail, and chat room discussions) and in any context in which it is apparent that SEI may use such ideas, opinion, comments, or suggestions to improve the PlayOnline Service or any other product or service offered by SEI to its customers. Further, SEI shall have the right to assign and/or delegate in its sole discretion its rights and obligations under this Agreement in whole or in part to third party at any time without notice to Users.

**4.2 Restrictions.** To the maximum extent permitted by law, you may not: (a) modify, reverse engineer, decompile, "hack," or disassemble the Software; (b) rent, lease, loan, sell, sublicense, distribute, transmit or otherwise transfer the Software, your User or other account-related information (including, but not limited to, your PlayOnline ID or password information) to any third party, or attempt to obtain the PlayOnline ID or password of any other User; (c) make any copy of or otherwise reproduce the Software; or, (d) use the Software or your PlayOnline user account to provide service bureau or time-sharing services (e.g., cybercafés), or for any other commercial purpose. The PlayOnline Service and the ability to access PlayOnline are for the personal use of Users only and may not be copied, resold, leased, transferred, exchanged or bartered.

**4.3 Restricted Material.** As used in this Agreement, "Restricted Material" means, collectively: (a) any copyrighted material, unless you have first obtained the copyright owner's express written permission to use that material; (b) any material that defames, abuses, or threatens others, or violates the privacy, intellectual property, or other proprietary rights of any third party; (c) any material that violates any U.S. or foreign law or regulation, or that promotes illegal activity; (d) any material that contains obscenity or images or content that exploit children under 18 years of age; (e) any statements or images that are bigoted, hateful, or racially offensive; or (f) any material published for commercial purposes, including, without limitation, any offering of products or services for sale, any solicitation of advertisers or sponsors, or any display of sponsorship information.

**4.4 Revocation of User Rights.** SEI shall reserve the right in its sole discretion to revoke or suspend your PlayOnline user account and your ability to use PlayOnline at any time without prior notice to you, particularly but not limited to if SEI should determine (in its sole discretion) or should reasonably believe that you are responsible for, or have participated in, any of the following (collectively, "**Prohibited Activities**"):

- (a) Providing any false name, address or other registration information to SEI;
- (b) Interfering with or obstructing the operation of the PlayOnline Service;
- (c) Taking any action that has the effect of tarnishing or otherwise damaging the reputation or credibility of

SEI or any of its business partners;

(d) Making available or otherwise using PlayOnline to transmit any Restricted Material;

(e) Selling, purchasing, or exchanging monetary compensation or other items of value for (1) any in-game characters, (2) any names, abilities, character features or other items or gear available within a game or obtained as a result of game play or through PlayOnline Service, (3) any points acquired as a result of using the Software or playing any online games in PlayOnline, or (4) access to any PlayOnline user account, regardless of whether such actions are mischaracterized as "selling the user's time and effort";

(f) Harassing, tormenting, intimidating, pestering, obstructing, taking advantage of, or any way hurting or damaging other Users or any third parties or their properties utilizing the PlayOnline Service;

(g) Committing, attempting to commit, or soliciting or attempting to solicit other to commit, any illegal, criminal, inappropriate, inconceivable, or any unwelcome acts;

(h) Impersonating or attempting to impersonate any employee of SEI or any SEI partner or affiliate, any other user of the Game or the PlayOnline Service, or any other person, in a manner intended to deceive or mislead any third party, or in any effort to access the account of another Game player or PlayOnline user; or

(i) Use of any cheat codes or cheat devices; or

(j) Violating any Rule.

In addition, SEI shall be entitled to terminate the account (immediately and without notice) of any User who (1) was previously suspended or terminated by SEI and who SEI believes (in SEI's sole discretion) re-registered using different information in order to avoid such suspension or termination or (2) SEI believes (in its sole discretion), based on the User or other account information provided by such User now or at any time in the past (including, but not limited to, such User's name, date of birth, telephone number, mailing address, e-mail address, and credit card account information), that such User is related to or assisting one or more Users who are responsible for, or have participated in, Prohibited Activities of any kind. You agree to indemnify and hold SEI harmless from and against any losses or damages sustained by SEI as a result of your engaging in any Prohibited Activities, and you further agree to reimburse SEI for any and all expenses incurred by SEI in remedying the effects of such action.

#### Article 5: User Responsibilities

**5.1 Payment Method Information and Information Required for Authorization.** As part of your PlayOnline registration process, you will be required to provide an approved payment method, which may be a valid credit card in your name or any other valid payment method that has been approved by SEI. Use of certain basic services in the PlayOnline Service are provided free of charge; however, you acknowledge and understand that a valid payment method must always be maintained with SEI in order to access the PlayOnline Service. In addition, you acknowledge and agree that the payment method you register may be used for age verification purposes (where applicable). Users between the ages of 13 and 17 must have this Agreement executed by a parent or legal guardian. Should you decide to subscribe to any Fee-Based Service, your approved method of payment will be used for payment of any and all applicable fees, which will be charged to you in accordance with the terms of this agreement or other applicable agreements for use of such Fee-Based Service. A parent or legal guardian must also execute such other applicable agreement on behalf of any User between the ages of 13 and 17; thereafter, fees will apply and you will be charged to the payment method you have chosen.

**5.2 Subscription Fee.** Your access to and use of the Fee-Based Services are contingent upon your timely and complete payment of the applicable Subscription Fee in accordance with this Section 5.2. You acknowledge and understand that your approved payment method will automatically be charged for the Subscription Fee on a monthly basis, at the beginning of each month, and that SEI will not send you any bills or invoices, but will simply apply the monthly Subscription Fee to the approved method of payment that is registered. Any applicable Subscription Fee for use of Fee-Based Services will be charged to you in advance, and any additional Subscription Fee amounts, such as for the creation of additional game characters, will be charged to you in the first monthly charge after you incur such additional amounts.

(a) Payment of Fee. The Subscription Fee and any additional Subscription Fee amounts will be due and

payable at the beginning of each month, and will automatically be charged to the approved payment method that you provided when you registered for the PlayOnline Service. If at any time your payment method should cease to be valid, or should otherwise reject charges, your access to and use of the PlayOnline Services as a whole will be suspended immediately, and you will be required to provide a valid credit card in your name, or other approved payment method, in order to reactivate your account. Before reactivation of your account, all delinquent Subscription Fees will be charged to the valid payment method newly registered. You may incur fees (in addition to the Subscription Fee) for any such reactivation of your account, and you acknowledge and understand that such fees will be charged without further notice to you.

(b) Authorization of Monthly Payment. You hereby authorize SEI and its designated agents to charge any Subscription Fees to your approved payment method at the beginning of each month during the term of this Agreement, and you agree to timely pay all amounts so charged. You understand and agree that all payments to SEI hereunder will be nonrefundable, even if you decide to terminate your access to and use of the Fee-Based Services in the middle of any month or other period for which you have already paid for such access and use.

(c) Late Fees and SEI Rights. In the event that you are late in paying any Subscription Fee due hereunder, or refuse to pay any credit card or other applicable bill containing a Subscription Fee charge (such that SEI incurs fees, penalties, or other expenses as a result thereof), SEI shall be entitled to charge you a late fee at the annual rate maximum allowed by applicable laws, of all amounts due and owing, charged on a monthly basis for so long as you remain delinquent in your payment obligations. SEI shall further be entitled to pass through to you, for prompt payment by you, any and all fees, penalties, or other expenses charged to SEI by any credit card company, bank, collection agency, or any other company or institution as a result of your failure to timely pay all amounts due under this Agreement, together with a 10% administrative fee.

(d) Fee Changes. You acknowledge and agree that SEI may change the amount of the Subscription Fee at any time; provided, however, that such change will be announced by SEI prior to its effective date. If you do not terminate your access to and use of the Fee-Based Services by the first calendar day of the month in which any pricing change takes place, you will be deemed to have agreed to the new pricing, and the Subscription Fee will continue to be automatically charged and due and payable as set forth herein.

(e) Credit Card Authentication. For your protection, SEI now requires that all new credit cards used for Fees be registered with either Verified by Visa® or MasterCard SecureCode®. Please go to [www.verifiedbyvisa.com](http://www.verifiedbyvisa.com) or [www.securecode.com](http://www.securecode.com) to register your credit cards. If you do not register your cards on one of these sites, or if your credit card issuing bank has not signed up with either service, you will not be able to access the PlayOnline services. In such case, please contact your place of purchase for return, refund, or exchange subject to the return and exchange policy of the retailer. If:

- (1) your place of purchase is unwilling to accept returns or exchanges of opened software AND
- (2) you are unable or unwilling to register with Verified by Visa or MasterCard SecureCode AND
- (3) it has been less than 30 days since you purchased the software, AND
- (4) you are located in the United States or Canada.

THEN you may contact PlayOnline Information Center at (858) 790-PLAY (7529) and request a full refund of your purchase price for the Licensed Software, not including shipping and handling charges. Please note that any refund is discretionary and will be contingent upon SEI's receipt of the complete Licensed Software package and confirmation that your credit card is not compatible with either system.

**5.3 Service Access.** You are solely responsible for obtaining and maintaining, at your own expense, all equipment (such as modems, computers, or video game consoles) and communications services (including, Internet access) necessary to access the PlayOnline Service, and for ensuring such equipment and services are compatible with all requirements of the PlayOnline Service.

**5.4 Account Management.** You are solely responsible for all use of your PlayOnline user account and for the security of your User information (including, without limitation, your password). Unless you are a parent or legal guardian responsible for use of PlayOnline by a child between the ages of 13 and 17 (in which case you have the limited right and ability to permit use of your PlayOnline user account only by your child or children and only if they are between the ages of 13 and 17), you shall not transfer or permit any other person to use your PlayOnline user account, and you are solely responsible for maintaining the confidentiality of all of your User and account information. You will be responsible for any and all damage (whether to SEI, other Users, or any third party) that may result from use of your User ID and password by others. You agree promptly to notify SEI if you lose or forget your User ID or password, or if you believe that others are making use of your PlayOnline user account.

**5.5 Personal Information Management.** You understand that your use of the PlayOnline Service will require that you disclose to SEI certain personally identifiable information, and you acknowledge that you have read and agree to all of the terms of the Privacy Policy, which discusses our information gathering and dissemination practices. The Privacy Policy is hereby incorporated into this Agreement by this reference. In the event of any conflict between this Agreement and the Privacy Policy, this Agreement shall prevail.

**5.6 Online Conduct.** You, and not SEI, are responsible for your conduct at all times during your use of the PlayOnline Service. SEI makes no guarantee of the accuracy, correctness, or completeness of any material transmitted or otherwise provided to you during your use of PlayOnline (including, but not limited to, your use of any Fee-Based Services). Without limiting the foregoing, SEI will not be responsible for (a) any errors or omissions arising from your use of the Software or your access to or use of PlayOnline; (b) any losses or damages (including without limitation any lost data, opportunity, profits or revenue) arising from your use of the PlayOnline Service, the Software or any materials or services provided by SEI or by any third party; or (c) any inappropriate conduct, harassment, use of foul, obscene or otherwise inappropriate language by other Users or any third parties.

**5.7 Indemnification.** You will indemnify, defend, and hold SEI harmless against any and all claims, suits, actions, expenses, attorney and other legal fees and costs arising from your use of the PlayOnline Service or the Software and relating to (a) your breach of any provision of this Agreement, or the inaccuracy of any of your representations in this Agreement or made in connection with your registration for a PlayOnline user account; (b) your violation or infringement of any proprietary or privacy rights of any third party; (c) any User content or information you provide or otherwise generate, including, without limitation, your transmission of any unlawful, libelous, offensive, or defamatory content, or content deemed obscene or harmful to minors; or (d) any third-party claims arising out of or relating to your use of the PlayOnline Service or the Software.

#### Article 6: Disclaimer of Warranties and Limitation of Liability

**6.1 Disclaimer.** You understand and acknowledge that use of the PlayOnline Service and/or the Software may result in unpredictable damage or loss to you, including, without limitation, unexpected results or loss of data, including character and account loss. All products and services relating to this Agreement, including, without limitation, the PlayOnline Service, the Software and the Documentation, are provided "AS IS" without warranty of any kind. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SEI EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PLAYONLINE SERVICE AND SOFTWARE, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SEI does not warrant that the PlayOnline Service or the Software will meet your expectations or requirements, or that the operation of the PlayOnline Service or the Software will be uninterrupted or error free. The entire risk as to the quality and performance of the PlayOnline Service and the Software is with you.

Without limiting the generality of the foregoing, SEI may in certain instances elect to provide a 90-day limited warranty on the software, or on certain aspects thereof. This warranty, if provided, will be described in the written Documentation provided with the software, and you should refer to the Documentation for the specific terms and conditions of this limited warranty, as well as any eligibility requirements.

#### 6.2 Limitation of Liability.

(a) You acknowledge that SEI has the right to monitor the use of your PlayOnline account to verify your compliance with the terms and conditions of this Agreement. You further acknowledge that, in the event that SEI suspects that you may not be in compliance with any of the terms of this Agreement, SEI may use any method permitted by applicable law to verify your compliance. If SEI believes (in its sole discretion) that you are not in compliance with any of the terms of this Agreement, SEI may, in addition to any other remedy available to SEI, immediately suspend or terminate your PlayOnline user account without any prior notice to you, and you hereby agree that such decision by SEI is final.

(b) You are not entitled to receive damages from SEI for any claim arising out of or relating to this Agreement, to your use of PlayOnline or the Software, or to any materials or services provided by any third party in connection with your use of PlayOnline or the Software. In addition, in no event will you be entitled to obtain any injunctive relief or otherwise enjoin, restrain, or otherwise interfere with SEI or with the distribution, operation, development, or performance of the PlayOnline Service, the Software or any related products and services.

(c) IN NO EVENT SHALL SEI BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER ARISING OUT OF OR RELATING TO YOUR USE OR INABILITY TO USE THE PLAYONLINE SERVICE OR THE SOFTWARE, INCLUDING WITHOUT LIMITATION ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF DATA, LOST PROFITS, OR LOST BUSINESS OPPORTUNITIES, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT, AND EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL SEI'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR WITH ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER EXCEED THE HIGHEST AMOUNT PAID BY YOU IN A SINGLE MONTH TO SEI AS YOUR SUBSCRIPTION FEE FOR USE OF THE PLAYONLINE SERVICE AND/OR ANY RELATED PRODUCTS OR SERVICES.

(d) AS SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**6.3 Consent to Disclosure.** In order to protect SEI's staff and customers, SEI may cooperate with Federal, State and Local Law Enforcement with or without the receipt of a formal subpoena or search warrant. You acknowledge and consent that SEI may provide your electronic communications and data, including emails and chat logs, to such government authorities, without any liability to you or any third party.

#### Article 7: General Terms

**7.1 Governing Law and Jurisdiction.** This Agreement shall be governed by California law, without reference to its rules regarding conflicts of law. Each party hereto hereby irrevocably submits and consents to the sole and exclusive jurisdiction of the courts of the State of California and of the United States of America located in the County of Los Angeles for any action, suit or proceeding arising out of or relating to this Agreement.

**7.2 Copyright Infringement Notification.** Pursuant to 17 U.S.C. § 512, as amended by Title II of the Digital Millennium Copyright Act (the "Act"), SEI will terminate the account of any User who uses his or her account privileges to unlawfully transmit copyrighted material without a license, valid defense or fair use privilege to do so. After proper notification by the copyright holder or its agent to SEI and later confirmation through court order or an admission by the User that his or her account has been an instrument of unlawful infringement, SEI will terminate the infringing User's account. SEI may also in its sole discretion decide to terminate a User's account privileges prior to that time if SEI has good faith belief that infringement has in fact occurred. Repeat offenders of this policy may be barred from use of PlayOnline. In addition, pursuant to 17 U.S.C. § 512(c), SEI has implemented procedures for receiving written notification of claimed infringements and for processing such claims in accordance with the Act. SEI is dedicated to respecting and upholding the intellectual property rights of others, and we ask our Users to do the same. If you believe that your copyright has been infringed through the use of a PlayOnline account, please contact PlayOnline Information Center.

Interim Designation of Agent to Receive Notifications of Claimed Infringement, pursuant to 17 U.S.C. 512 (c): Address: Square Enix, Inc., 999 N. Sepulveda Blvd., 3RD Floor, El Segundo, CA 90245. Name of Agent Designated to Receive Notification of Claimed Infringement: General Counsel. Address of Designated Agent to which Notification Should be Sent: Square Enix, Inc., 999 N. Sepulveda Blvd., 3rd Floor, El Segundo, CA 90245. Telephone Number of Designated Agent: (310) 846-0400. Facsimile Number of Designated Agent: (310) 321-6095. Email Address of Designated Agent: na.dmca@square-enix.com. This email address is intended solely for the receipt of legal "Notifications of Claimed Infringement" under the Digital Millennium Copyright Act of 1998, as codified in 17 U.S.C. 512. It is not intended for general inquiries and permission requests concerning the use of SEI content.

**7.3 Severability.** If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable, such provision will be interpreted to the maximum extent to which it is valid and enforceable, all as determined by such court in such action, and the remaining provisions of this Agreement will, nevertheless, continue in full force and effect without being impaired or invalidated in any way.

**7.4 No Waiver.** No waiver by SEI of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or be construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement. No SEI customer service representative is legally empowered to bind SEI to any amendment or waiver of the terms of this Agreement.

**7.5 Entire Agreement.** This Agreement, together with all incorporated documents (including, without limitation, the Privacy Policy, any and all software license agreements, any and all user agreements, and the Rules), constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous oral or written communications with respect hereto, all of which are merged herein. You acknowledge and agree that you have read this Agreement and understand and accept its terms.

#### PlayOnline® Viewer and Tetra Master® Software License Agreement

**THIS VERSION OF THIS AGREEMENT IS EFFECTIVE AND BINDING ON ALL USERS OF THE LICENSED SOFTWARE AS OF THE DATE OF PURCHASE. THE TERMS IN THIS AGREEMENT SUPERCEDE ANY CONFLICTING TERMS CONTAINED ON THE SOFTWARE OR ANY PREVIOUS VERSION OF THIS AGREEMENT. THE MOST CURRENT VERSION OF THIS AGREEMENT IS POSTED AT WWW.PLAYONLINE.COM.**

**By selecting "Yes," I declare that I have read this Agreement, I understand the terms of this Agreement, and I agree to be bound by this Agreement.**

#### Background on this Agreement

This PlayOnline Viewer and Tetra Master Software License Agreement is between Square Enix, Inc. ("SEI" or "us" or "we"), and you ("you"), a registered user of the PlayOnline entertainment service and a licensee of the PlayOnline Viewer software, the Tetra Master software and all accompanying documentation.

**IMPORTANT** - This Software License Agreement is a binding, legal agreement between SEI and you and governs your use of the PlayOnline Viewer and Tetra Master software. If at any time you do not agree to be bound by these terms and conditions, you must immediately end your use of the PlayOnline Viewer and Tetra Master software. Please contact your place of purchase for return, refund, or exchange subject to the return and exchange policy of the retailer. If:

- (a) your place of purchase is unwilling to accept returns or exchanges of opened software
- AND
- (b) you have not accepted this Agreement during the installation process AND
- (c) you have not activated a PlayOnline account through use of the Registration Code contained within the Licensed Software packaging AND
- (d) it has been less than 30 days since you purchased the software,

THEN you may contact PlayOnline Customer Service at (858) 790-PLAY (7529) and request a full refund of your purchase price for the Licensed Software, not including shipping and handling charges. Please note that any refund is discretionary and will be contingent upon SEI's receipt of the complete Licensed Software package and confirmation that the Registration Code contained inside has not been used.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you agree as follows:

#### Article 1: Definitions

**1.1 "Agreement"** means this PlayOnline Viewer and Tetra Master Software License Agreement, which must be accepted by you (or by your parent or legal guardian on your behalf if you are between the ages of 13 and 17) prior to any use of the Licensed Software.

**1.2 "Documentation"** means those user manuals, specifications documents and other instructional materials related to the Licensed Software (whether written or electronic) that are provided by SEI or otherwise made available to Users.

**1.3 "Game"** means the Tetra Master online game program embodied in the Licensed Software provided to you hereunder, together with any additional features or functionality of such online game that may be available to you through the PlayOnline Service.

**1.4 “Hardware”** means the computer or the video game equipment on which the PlayOnline Viewer and Tetra Master software are installed and used.

**1.5 “Licensed Software”** means, collectively, the PlayOnline Viewer and Tetra Master software, as embodied on any one or more discs, or other media provided to you, or as incorporated into any one or more electronic files provided to you, together with any updates, additions or modifications thereto that SEI may elect (in its sole discretion) to provide or make available to you from time to time.

**1.6 “Member Agreement”** means the PlayOnline Member Agreement, which must be accepted by you (or by your parent or legal guardian on your behalf if you are between the ages of 13 and 17) prior to any use of PlayOnline.

**1.7 “PlayOnline” or “PlayOnline Service”** means the PlayOnline online entertainment service offered by SEI, which includes the various services incorporated therein or offered in connection therewith (including, but not limited to, online games).

**1.8 “PlayOnline Viewer”** means the PlayOnline Viewer computer program embodied in the Licensed Software provided to you hereunder, together with any additional features or functionality of such computer program that may be available to you by SEI.

**1.9 “Privacy Policy”** means SEI’s current PlayOnline Service Privacy Policy, which may be accessed on the Website and within the PlayOnline Service at any time.

**1.10 “Subscription Fee”** means the fee that applies to your use of the Licensed Software. The Subscription Fee will be charged each month to your credit card, or to you by any other payment method approved by SEI, which you provided in connection with your PlayOnline registration, as described in the Member Agreement.

**1.11 “User Agreement”** means any user agreement that must be accepted by you (or by your parent or legal guardian on your behalf if you are between the ages of 13 and 17) prior to use of the PlayOnline Service.

**1.12 “Users”** means users of the PlayOnline Service; subject to the requirement that any User between the ages of 13 and 17 must have the express authorization of a parent or legal guardian, which authorization shall be evidenced by execution of the Member Agreement by such parent or legal guardian. Children under the age of 13 are not permitted to use any PlayOnline Service.

**1.13 “Website”** means the SEI website for the PlayOnline Service located at <http://www.playonline.com>.

## Article 2: Grant of License

### 2.1 License Grant.

(a) SEI hereby grants you the limited, personal, nonexclusive, non-transferable, revocable license during the term of this Agreement to install and use the Licensed Software only on and in connection with a single piece of Hardware. This license does not include any grant of property rights to you.

(b) You acknowledge that your access to and use of the PlayOnline Service, the PlayOnline Viewer, and the Game may be contingent upon your timely and complete payment of the Subscription Fee in accordance with the “User Responsibilities” section of the Member Agreement. Please read the section carefully and completely.

**2.2 Term and Termination.** This Agreement will commence when you indicate your acceptance of its terms and conditions and proceed to install the Licensed Software. Your rights under Section 2.1 will immediately and automatically terminate upon your breach of any provision of this Agreement or the Member Agreement.

**2.3 Ownership.** SEI (and, to the extent applicable, its licensors) owns and shall retain all right, title and interest in and to the PlayOnline Service, the Licensed Software and all Documentation, and will be the sole owner of any and all data you generate through your use of the PlayOnline Service or the Licensed Software, including accounts, Content IDs, character attributes, statistics and assets. You receive only those limited rights to access and use the Licensed Software and all Documentation set forth herein.

**YOU DO NOT OWN YOUR ACCOUNT OR CHARACTER OR HAVE ANY PROPERTY RIGHTS TO YOUR CHARACTER OR ITS VIRTUAL ASSETS. YOU MAY NOT SELL, RENT, OR REPRODUCE YOUR CHARACTER OR ITS VIRTUAL ASSETS FOR ANY COMMERCIAL PURPOSE.**

PLAYONLINE, THE LICENSED SOFTWARE AND THE DOCUMENTATION ARE PROTECTED BY UNITED STATES AND FOREIGN COPYRIGHT AND TRADEMARK LAWS, AND INTERNATIONAL TREATIES, AND ARE THE SUBJECT OF TRADE SECRETS. UNAUTHORIZED REPRODUCTION OR DISTRIBUTION OF THE LICENSED SOFTWARE IS SUBJECT TO CIVIL AND CRIMINAL PENALTIES. PLAYONLINE and TETRA MASTER are trademarks used by SEI under license and may not be reproduced, altered, or used in any way without the prior, written consent of SEI.

**2.4 Restrictions.** To the maximum extent permitted by law, you may not: (a) modify, reverse engineer, decompile, “hack,” or disassemble the Licensed Software; (b) rent, lease, sublicense, distribute, or transmit the Licensed Software to any third party; (c) rent, lease, sell, distribute, transmit or otherwise transfer your User or other account-related information (including, but not limited to, your PlayOnline ID or password information) to any third party, or attempt to obtain the PlayOnline ID or password of any other User; (d) make any copy of or otherwise reproduce the Licensed Software; (e) infringe any copyright, trademark rights, or any other intellectual property rights of SEI or its licensors; or, (f) use the Licensed Software to provide service bureau or time-sharing services (e.g., cybercafés), or for any other commercial purpose. The Licensed Software is for your personal use only and may not be copied, leased, or made available for use by others.

You acknowledge and agree that any authorized or unauthorized derivative works of the Licensed Software, or the Documentation, including any and all data that you generate through your use of the PlayOnline Service or the Licensed Software, including the accounts, characters and virtual assets utilized by you while using the Licensed Software, are the sole and exclusive property of SEI. You hereby irrevocably assign to SEI all right, title, and interest in and to any and all such authorized or unauthorized derivative works created by you or on your behalf. SEI reserves its right, in its sole discretion, to request that any such derivative works possessed or otherwise controlled by you be delivered to SEI or be destroyed.

## Article 3: User Responsibilities

**3.1 Valid Payment Method.** You acknowledge that, in order to have continuous access to and use of the PlayOnline Viewer and the PlayOnline Service, which allow you to access various free features and services and to launch fee-based online games and services, you are required to provide and maintain a valid payment method with SEI and current and accurate contact information. You are responsible for maintaining such a valid payment method during the term of this Agreement.

**3.2 Service Access.** You are solely responsible for obtaining and maintaining, at your own expense, all equipment (such as modems, computers or video game consoles) and communications services (including, without limitation, Internet access) necessary to access the PlayOnline Service and use the Licensed Software, and for ensuring such equipment and services are compatible with all requirements of the PlayOnline Service.

**3.3 Personal Information Management.** You understand that your use of the Licensed Software in connection with the PlayOnline Service will require that you disclose to SEI certain personally identifiable information, and that such information is subject to our Privacy Policy, which contains important information on how we collect and use information from you. You understand that it is your sole responsibility to review the Privacy Policy from time to time for any changes or revisions thereto.

**3.4 Indemnification.** You will indemnify, defend, and hold SEI harmless against any and all claims, suits, actions, expenses, attorney fees and other legal fees and costs arising from your use of the Licensed Software (whether alone or in connection with the PlayOnline Service) and relating to (a) your breach of any provision of this Agreement, or the inaccuracy of any of your representations made in this Agreement or made in connection with your registration of any SEI product or service; (b) your violation or infringement of any proprietary or privacy rights of SEI, its affiliates, or any third party; or (c) any third-party claims arising out of or relating to your use of the Licensed Software (whether alone or in connection with the PlayOnline Service).

## Article 4: Disclaimer and Limitation of Liability

**4.1 Disclaimer.** You understand and acknowledge that your use of the Licensed Software (whether alone or in connection with the PlayOnline Service) may result in unpredictable damage or loss to you, including, without limitation, unexpected results or loss of data, including character and account loss. All products and services

relating to this Agreement, including, without limitation, the Licensed Software and the Documentation, are provided "AS IS" without warranty of any kind. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SEI EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE LICENSED SOFTWARE AND YOUR USE THEREOF, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. SEI does not warrant that the Licensed Software will meet your expectations or requirements, or that the operation of the Licensed Software will be uninterrupted or error free. The entire risk as to the quality and performance of the Licensed Software is with you.

#### 4.2 Limitation of Liability.

(a) You are not entitled to receive damages from SEI for any claim arising out of or relating to this Agreement, to your use of the Licensed Software (whether alone or in connection with the PlayOnline Service), or to any materials or services provided by any third party in connection with your use of the Licensed Software. In addition, in no event will you be entitled to obtain any injunctive relief or otherwise enjoin, restrain, or otherwise interfere with SEI or with the distribution, operation, development, or performance of the Licensed Software or any related products.

(b) IN NO EVENT SHALL SEI BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER ARISING OUT OF OR RELATING TO YOUR USE OR INABILITY TO USE THE LICENSED SOFTWARE, INCLUDING WITHOUT LIMITATION ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF DATA, LOST PROFITS, OR LOST BUSINESS OPPORTUNITIES, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT, AND EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL SEI'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR WITH ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER EXCEED THE HIGHEST AMOUNT PAID BY YOU IN A SINGLE MONTH TO SEI AS YOUR SUBSCRIPTION FEE FOR USE OF THE PLAYONLINE SERVICE AND/OR ANY RELATED PRODUCTS OR SERVICES.

(c) AS SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

#### Article 5: General Terms

**5.1 Governing Law and Jurisdiction.** This Agreement shall be governed by California law, without reference to its rules regarding conflicts of law. Each party hereto hereby irrevocably submits and consents to the sole and exclusive jurisdiction of the courts of the State of California and of the United States of America located in the County of Los Angeles for any action, suit or proceeding arising out of or relating to this Agreement.

**5.2 Copyright Infringement Notification.** Pursuant to 17 U.S.C. § 512, as amended by Title II of the Digital Millennium Copyright Act (the "Act"), SEI will terminate the account of any User who uses his or her account privileges to unlawfully transmit copyrighted material without a license, valid defense or fair use privilege to do so. After proper notification by the copyright holder or its agent to SEI and later confirmation through court order or an admission by the User that his or her account has been an instrument of unlawful infringement, SEI will terminate the infringing User's account. SEI may also in its sole discretion decide to terminate a User's account privileges prior to that time if SEI has good faith belief that infringement has in fact occurred. Repeat offenders of this policy may be barred from use of PlayOnline. In addition, pursuant to 17 U.S.C. § 512(c), SEI has implemented procedures for receiving written notification of claimed infringements and for processing such claims in accordance with the Act. SEI is dedicated to respecting and upholding the intellectual property rights of others, and we ask our Users to do the same. If you believe that your copyright has been infringed through the use of a PlayOnline account, please contact PlayOnline Information Center.

Interim Designation of Agent to Receive Notifications of Claimed Infringement, pursuant to 17 U.S.C. 512 (c): Address: Square Enix, Inc., 999 N. Sepulveda Blvd., 3RD Floor, El Segundo, CA 90245. Name of Agent Designated to Receive Notification of Claimed Infringement: General Counsel. Address of Designated Agent to which Notification Should be Sent: Square Enix, Inc., 999 N. Sepulveda Blvd., 3rd Floor, El Segundo, CA 90245. Telephone Number of Designated Agent: (310) 846-0400. Facsimile Number of Designated Agent: (310) 321-6095. Email Address of Designated Agent: na.dmca@square-enix.com. This email address is

intended solely for the receipt of legal "Notifications of Claimed Infringement" under the Digital Millennium Copyright Act of 1998, as codified in 17 U.S.C. 512. It is not intended for general inquiries and permission requests concerning the use of SEI content.

**5.3 Severability.** If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable, such provision will be interpreted to the maximum extent to which it is valid and enforceable, all as determined by such court in such action, and the remaining provisions of this Agreement will, nevertheless, continue in full force and effect without being impaired or invalidated in any way.

**5.4 No Waiver.** No waiver by SEI of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or be construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement. No SEI customer service representative is legally empowered to bind SEI to any amendment or waiver of the terms of this Agreement.

**5.5 Entire Agreement.** This Agreement, together with the Member Agreement, User Agreements, the Privacy Policy, and any other terms of use relevant to your use of the Licensed Software, constitutes the entire understanding and agreement between the parties with respect to your use of the Licensed Software and supersedes any and all prior or contemporaneous oral or written communications with respect to the subject matter hereof, all of which are merged herein. This Agreement shall form a part of your Member Agreement and is expressly incorporated into that agreement by this reference. In the event of any conflict between this Agreement and the Member Agreement, the terms of the Member Agreement shall prevail; provided, however, that for all matters that are not covered in this Agreement, the terms of the Member Agreement, User Agreements, or the Privacy Policy (as applicable) shall continue to apply. You acknowledge and agree that you have read this Agreement and understand and accept its terms.

**5.6 U.S. GOVERNMENT RESTRICTED RIGHTS.** This software is provided with RESTRICTED RIGHTS. If this software is licensed by or for any unit or agency of the United States Government, then this software will be classified as "commercial computer software," as that term is defined in the applicable provisions of the Federal Acquisition Regulations and supplements (the "FAR"), including the Department of Defense ("DoD") FAR Supplement (the "DFARS"). This software was developed exclusively at private expense, and no part of this software was first produced in the performance of a United States Government contract. If this software is supplied for use by the DoD, this software is delivered subject to the terms of this Agreement and either (i) in accordance with DFARS 227.7202-1(a) and 227.7202-3(a), or (ii) with restricted rights in accordance with DFARS 252.227-7013(c), as applicable. If this software is supplied for use by a Federal agency other than DoD, this software is restricted computer software delivered subject to the terms of this Agreement and (i) FAR 12.212; (ii) FAR 52.227-19; or (iii) FAR 52.227-14, as applicable.

**5.7 Consent to Disclosure.** In order to protect SEI's staff and customers, SEI may cooperate with Federal, State and Local Law Enforcement with or without the receipt of a formal subpoena or search warrant. You acknowledge and consent that SEI may provide your electronic communications and data, including emails and chat logs, to such government authorities, without any liability to you or any third party.

## Tetra Master® User Agreement

**THIS VERSION OF THIS AGREEMENT IS EFFECTIVE AND BINDING ON ALL USERS OF THE LICENSED SOFTWARE AS OF THE DATE OF PURCHASE. THE TERMS IN THIS AGREEMENT SUPERCEDE ANY CONFLICTING TERMS CONTAINED ON THE SOFTWARE OR ANY PREVIOUS VERSION OF THIS AGREEMENT. THE MOST CURRENT VERSION OF THIS AGREEMENT IS POSTED AT WWW.PLAYONLINE.COM.**

### Background on this User Agreement

**IMPORTANT** - This Tetra Master User Agreement (this "Agreement") is a binding legal agreement between Square Enix, Inc. ("SEI" or "us" or "we") and you ("you"), and applies to and governs your use of the Tetra Master multi-player online game (the "Game"). This Agreement forms a part of the PlayOnline® Viewer and Tetra Master Software License Agreement (the "License Agreement"), which you were required to accept and execute prior to installing and playing the Game. The License Agreement (together with this Agreement) itself forms a part of the PlayOnline Member Agreement (the "Member Agreement"), which you were required to accept and execute in order to obtain access to and use of the PlayOnline online entertainment service (referred to herein as "PlayOnline" or the "PlayOnline Service"). SEI provides the Game and the PlayOnline Service to you subject to this Agreement, which may be updated by SEI at any time without notice to you. As used herein, "Agreement" refers to the most current version of this Agreement. You can review the most current version of this Agreement at any time under the "Rules & Policies" section on the website directed at <http://www.playonline.com> (the "Website"). By playing the Game, you indicate your agreement to all of the terms of this Agreement, and you agree to abide by this Agreement at all times while playing the Game and while using PlayOnline in connection with your use of the Game.

### Article 1: Application of this Agreement

The Agreement shall apply at all times to your use of the Game and PlayOnline. In the event of any conflict between this Agreement and the Member Agreement, this Agreement shall take precedence.

### Article 2: Data Collection and Privacy

In the course of your playing the Game and using the PlayOnline Service, you may accumulate certain usage statistics, score information, character traits, performance records and other Game-related data that are stored for you in the Game and on PlayOnline servers (collectively, the "Player Data"). SEI makes no assurances, representations or warranties whatsoever about the accuracy or continuing availability of this Player Data at any time and reserves its right, at any time and from time to time, without notice to you, to delete all or any part of the Player Data. SEI shall have no liability to you or to any third party for any such deletion, and further shall not be held responsible for any complete or partial deletion done or caused by you, any third party, or other act or occurrence beyond SEI's reasonable control, such as a fire, power outage, natural disaster, terrorist act, equipment failure or any other such act or occurrence, whether or not similar to the foregoing.

**YOU DO NOT OWN YOUR ACCOUNT OR CHARACTER OR HAVE ANY PROPERTY RIGHTS TO YOUR CHARACTER OR ITS VIRTUAL ASSETS. YOU MAY NOT SELL, RENT, OR REPRODUCE YOUR CHARACTER OR ITS VIRTUAL ASSETS FOR ANY COMMERCIAL PURPOSE.**

In addition, the Player Data and other information about you are subject to our PlayOnline Service Privacy Policy, which you should review in its entirety and may be accessed under the "Rules & Policies" section of the PlayOnline Viewer and Website. You agree that you will not store or attempt to store any personal information or player data about other PlayOnline users, except to the extent that such storage is an integral part of the Game and necessary in order for you to play the Game.

### Article 3: Prohibited Activities and Indemnification

**3.1 Prohibited Activities.** You may not use the Game or PlayOnline for any activities that are illegal, fraudulent, or a violation of the rights of any third party. Without limiting the generality of the foregoing, the following acts and activities are strictly prohibited and shall, without prejudice to any other rights or remedies that SEI may have, be cause for immediate termination of your PlayOnline account and your right to play the Game (or any other services) in connection therewith:

- (a) Any activities consisting of selling, purchasing, or exchanging, "tetra" (or any other in-Game currency), accounts, characters, "a player's time and effort spent playing the Game," or Game

items, for value (such as real currency) by any method, including Internet auctions or other online exchanges;

- (b) The use of the Game for the purpose of, in furtherance of, or in preparation for committing any illegal acts (e.g., gambling) or otherwise violating any applicable local, state, national or international law, rule or regulation;

- (c) The interference with, disruption of, or "hacking" of, the Game or the PlayOnline Service or any servers, networks, or related websites, or the failure to obey any procedures, policies, regulations or other requirements of any networks connected to the PlayOnline Service;

- (d) Any intellectual property infringement or trade secret violation; this includes the unauthorized use, duplication, transmission, display, performance or distribution of any intellectual property relating to the Game or PlayOnline Service, or owned by any third party, or any other commission of any act of copyright, trademark, or patent infringement, trade secret infringement or misappropriation;

- (e) The impersonation of any employee of SEI or any SEI partner or affiliate, any other user of the Game or the PlayOnline Service, or any other person, in a manner intended to deceive or mislead any third party, or to access the account of another Game player or PlayOnline user;

- (f) The use of the Game or the PlayOnline Service to harass SEI, its employees, or any third parties, including other users of this game and PlayOnline Service, or to solicit, encourage or threaten bodily harm, the destruction of property (including data belonging to SEI), or to violate any agreement between you and SEI; and

- (g) Use of any cheat codes or cheat devices.

- (h) In addition, SEI does not consent to or authorize any recording or reproduction of any communications between SEI and you. You may not record, reproduce or publish any communication with SEI. In addition to any other rights or remedies that SEI may have, you may also be subject to criminal and civil sanctions and fines.

**3.2 Indemnification.** You agree to indemnify, defend and hold SEI harmless from and against any and all claims, suits, actions, expenses, attorney and other legal fees and costs arising from or relating to your commission of any acts or activities prohibited by this Agreement or any related agreement.

### Article 4: User Disputes

You shall be solely responsible for resolving any and all disputes that may arise between you and other Game players or PlayOnline users in connection with the Game or your use of PlayOnline, and for paying any and all expenses incurred by you in connection with resolving such dispute. SEI shall not be responsible for mediating or resolving any such disputes and shall have no liability to you or to any third party for any costs, fees, expenses, damages or other losses incurred in connection with or as a result of any such disputes.

## PlayOnline® Service Privacy Policy

### I. Background on This Privacy Policy

Square Enix, Inc. (“SEI”) is committed to respecting the privacy rights of those customers, visitors, users, and other participants (collectively, “Users”) who use the PlayOnline online, membership-based entertainment service (“PlayOnline”). PlayOnline includes the PlayOnline Viewer and certain multi-player online games, as well as such other products and services as SEI may elect to make available to Users from time to time. This privacy policy (this “Policy”), which is an important part of the PlayOnline Member Agreement (the “Member Agreement”), describes the information SEI collects from Users, and how and why that information is collected, used, and stored. As a User of PlayOnline, you acknowledge that you understand SEI will be collecting information from you, some of which may be personally identifiable information, and by accessing and using PlayOnline, you consent to the collection and use of that information in accordance with this Policy. In addition, you understand and agree that, by using PlayOnline to play online games, certain information about you will be available to other Users (as explained in this Policy or in the documentation applicable to such online games), and SEI cannot control, and will have no responsibility for, the actions of such other Users with respect to that information about you.

### II. A Note Concerning Use of PlayOnline by Users under the Age of 18

SEI strongly encourages parents and legal guardians to take an active role in supervising Internet use by their children, protecting their children’s privacy, and preventing inappropriate uses of information about their children. Parents and legal guardians are fully responsible for compliance with this Policy and for any use of PlayOnline by their children, and are further responsible for educating their children as to the data collection practices of SEI and the importance of protecting personally identifiable information at all times. An additional resource on use of the Internet by children is available on the website of the Federal Trade Commission located at <http://www.ftc.gov/bcp/online/edcams/kidzprivacy/index.html>.

Children ages 13 to 17 (“Permitted Minors”) may use PlayOnline, provided that a parent or legal guardian first provides his or her consent to such use and agrees to supervise (and accept all responsibility for) the Permitted Minor’s use of PlayOnline. We regret that use of PlayOnline by children under the age of 13 is strictly prohibited. PlayOnline is in no way intended for or directed at any User under the age of 13, and if we learn that information has been collected from anyone under the age of 13, that information will promptly be deleted. We reserve the right to suspend the account of any User who provides access to PlayOnline in violation of this Policy or of his or her Member Agreement.

### III. SEI Data Collection and Use

#### A. What Personal Information Does SEI Collect?

As a User, information about you will be collected (i) during the registration process, when you provide us with personally identifying information, (ii) by our PlayOnline technology, which automatically collects information on your use of PlayOnline as you access the various products and services, and (iii) in the PlayOnline Viewer, which stores any information that you voluntarily provide and tracks your usage as you access and participate in interactive products and services such as online games, E-mail, chat rooms, and friend lists. These various kinds of information are described in more detail below.

#### 1. Information Collected During the Registration Process

We require Users to register with us in order to access a number of the products and services offered on PlayOnline. During registration, we ask you to provide us with certain information that personally identifies you (referred to herein as “Personal Information”). Personal Information may include your name, date of birth, telephone number, mailing address, E-mail address, and credit card account information, as well as any other information that may be used to identify you. Personal Information is collected so that we can provide you with the PlayOnline services you requested, contact you to verify your Personal Information or PlayOnline account activities, notify you if there is a problem with your account, and enhance the services that we provide to you. After registration, you will be given a PlayOnline ID and a PlayOnline E-mail address, and asked to choose your own passwords. We strongly suggest that Users not choose passwords that can be easily recognized or guessed by others, and that they take steps to protect the confidentiality of their password information.

#### 2. Collection of Traffic Data

SEI may also collect certain anonymous usage data, such as pages visited and services used within PlayOnline (collectively, “Traffic Data”). This information is not Personal Information and generally is not aggregated with Personal Information. We generally use Traffic Data to improve our services to you and to customize and enhance your PlayOnline experience.

#### 3. Information Provided During Usage

The PlayOnline Viewer includes E-mail, friend lists and chat rooms where Users may voluntarily post or exchange information, including (but not limited to) Personal Information. Users can also communicate with each other through their players and characters while using PlayOnline to play online games. While Users

have complete discretion over whether they share Personal Information with other Users while enjoying these services, SEI strongly suggests that Users not reveal their Personal Information in this way. Please note that such Personal Information is stored by SEI as non-public information. SEI reserves the right to access and/or monitor Users’ personal files, E-mails, and chat room and online game conversations.

While using PlayOnline, Users (including Permitted Minors) may receive or be exposed to information that is offensive, hostile, or unsuitable to them. SEI has addressed this problem, in part, by providing an automatic (i.e., unmonitored) filtering system in chat rooms and online games that allows Users to elect to block such information while they are using these services. Although we believe that the filtering system will eliminate some exposure to offensive and inappropriate material, we cannot promise that all such material will be eliminated, and we strongly encourage parents and legal guardians to oversee the activities of Permitted Minors. SEI is not and will not be responsible for the disclosure or exchange of any Personal Information by Users in connection with use of PlayOnline, or the receipt of any inappropriate or offensive materials by any Users, including (but not limited to) Permitted Minors, in connection with any use of PlayOnline.

PlayOnline may, from time to time, include certain features for Users (such as the ability to take “screen shots” of a game), which Users can utilize while playing certain online games or using other PlayOnline services. Information obtained by use of these features may include information concerning you and/or other Users (including, but not limited to, Character Data, Player Data, and any other information voluntarily provided by Users). SEI cannot control the acts of Users, the information that Users may include, display or transmit by use of these features, or how any such information is otherwise handled by Users. Users may obtain, display, distribute and perhaps even alter materials (including, without limitation, screen shots) that contain your Character Data, Player Data or other information concerning you. In no event will SEI have any responsibility or liability to you for any conduct involving or claims or losses arising from Users utilizing features of PlayOnline (whether or not similar to those described herein), nor will SEI have any liability to you or to any third party for any information, images, or other data disclosed, distributed or otherwise made available through or as a result of utilizing any features of PlayOnline (whether or not similar to the features described in this paragraph).

### B. How Does SEI Use the Information It Collects?

#### 1. Use of Information by SEI

SEI uses Personal Information to respond to your requests for help or information, to complete transactions such as purchases or monthly billing, to verify that you are qualified to use PlayOnline, and for certain other purposes related to our operation of PlayOnline. We may also use Personal Information to notify you of changes in PlayOnline features, Member Agreement terms, or other related SEI agreements, and to send you updates or newsletters about our company and services, and other promotional materials via your PlayOnline E-mail address. In addition, SEI may use or disclose Personal Information and other User information in response to any subpoena or other legal disclosure obligation, or in the event that a User is participating in, or suspected of participating in, prohibited, illegal, or inappropriate activities or threats, including, without limitation, any activities that may endanger any individual’s life or property while using PlayOnline as well as any other activities that SEI determines (in its sole discretion) to be inappropriate.

SEI may use information on User-created players and characters, including but not limited to, names and location, for marketing and promotional activities, and may do so without any notice to the Users whose players and characters are used. Such activities may include, without limitation, posting player and character information on SEI websites.

#### 2. Information Shared with Third Parties

We may share your Personal Information with our business partners, advertisers or other business affiliates, who may be responsible for responding to your requests for information, support or assistance. These business partners, advertisers and other business affiliates must agree to protect the confidentiality of all Personal Information they receive from us, as described in paragraph 4 below.

#### 3. Confidentiality of Personal Information

Except as otherwise provided in this Policy, we will keep your Personal Information confidential and will not share it with third parties, unless SEI reasonably believes use of your Personal Information and/or such disclosure is necessary to: (a) comply with any law, such as in response to a court order or subpoena; (b) protect our rights or any property that we own, operate or control; (c) enforce any Member Agreement or other terms of use applicable to PlayOnline; or (d) protect the rights, safety and/or security of Users or third parties.

#### 4. Security of Personal Information

SEI takes those steps it deems reasonably necessary to protect the security, integrity, accuracy and privacy of the information our Users share with us, including setting up processes to avoid any unauthorized access or disclosure of this information. We will provide you with the capability to transmit your Personal Information via secured and encrypted channels. We will take reasonable steps to protect Personal Information and Traffic Data from unauthorized third parties. We endeavor to maintain accurate Personal Information collected from our Users, and are grateful for your assistance in maintaining the accuracy of



that information while you remain a User of PlayOnline. We also take reasonable steps to require that third parties with whom we share any data provide sufficient protection of that Personal Information.

However, no data transmissions over the Internet can be guaranteed to be 100% secure. Consequently, we cannot ensure or warrant the security of any information you transmit to us and you do so at your own risk. Such information still could potentially be accessed, disclosed, altered or destroyed by breach of our security measures.

If SEI learns of a security systems breach we may attempt to notify you electronically so that you can take appropriate protective steps. By using the PlayOnline service or providing personal information to us, you agree that we can communicate with you electronically regarding security, privacy and administrative issues relating to your use of this service. SEI may post a notice on the official PlayOnline web site if a security breach occurs. If this happens, you will need a web browser enabling you to view the web site. SEI may also send an email to you at the email address you have provided to us in these circumstances. Depending on where you live, you may have a legal right to receive notice of a security breach in writing. To receive free written notice of a security breach (or to withdraw your consent from receiving electronic notice) you should contact us using the forms available under "E-mail Support" in the "Service & Support" section of the PlayOnline Viewer, or call the PlayOnline Information Center at (858) 790-7529.

#### IV. User Ability to Access, Update and Correct Personal Information

Your Personal Information is available for review from the "Service & Support" section of the PlayOnline Viewer. You may access your personal profile at any time from that "Service & Support" section to review and update your Personal Information.

#### V. How Users Can Protect Their Personal Information

We are committed to protecting the privacy of your Personal Information, and we urge you to play an active role as well by following these measures when you are using PlayOnline: (a) never give out your PlayOnline ID or password, or permit anyone else to access PlayOnline using your ID and password; (b) immediately report any unauthorized use of your PlayOnline ID or password by using the form available in the "Service & Support" section of the PlayOnline Viewer; (c) immediately report any unauthorized use of your credit card information to the PlayOnline Information Center; and (d) always sign off from your account and log out from PlayOnline when you have finished a PlayOnline session - these actions will help to prevent others from gaining access to your information. SEI will never ask you to disclose your password in any email or chat room, and if you ever receive such a request from someone purporting to be with SEI, please report it to us immediately.

#### VI. Changes to This Policy

SEI reserves the right, at any time and without notice to you or to other Users, to update or modify this Policy, simply by posting such update or modification on the "Information" section of the PlayOnline Viewer and on the official PlayOnline website (the "Website"). When we do, we will also revise the "last updated" date on this Policy. For changes to this Policy that may be materially less restrictive on our use or disclosure of personal information you have provided to us, we will attempt to obtain your consent before implementing the change. We encourage you to periodically review this Policy to stay informed about how we are protecting the Personal Information we collect. Your continued use of the PlayOnline service constitutes your agreement to this Policy and any updates.

In the event that SEI is acquired by or merged with a third party, or PlayOnline is sold or transferred to another party, or is otherwise no longer under SEI's control, we reserve the right, in any of these circumstances, to sell or otherwise transfer the information we have collected from our Users as part of such merger, acquisition, sale, or other change of control. In the unlikely event of our bankruptcy, insolvency, reorganization, receivership, or assignment for the benefit of creditors, or the application of laws or equitable principles affecting creditors' rights generally, we may not be able to control how your Personal Information is treated, transferred, or used. Therefore, you should know that in such event, your Personal Information may be treated like any other asset of our company, and sold, transferred or shared with third parties, or used in ways not contemplated or permitted hereunder, without notice to you or your consent.

#### VII. SEI Contact Information

If you have any questions, comments or complaints regarding this Policy or the PlayOnline products and services, please contact SEI using the forms available under "E-mail Support" in the "Service & Support" section of the PlayOnline Viewer, or call the PlayOnline Information Center at (858) 790-7529.

## FINAL FANTASY® XI Software License Agreement

**THIS VERSION OF THIS AGREEMENT IS EFFECTIVE AND BINDING ON ALL USERS OF THE LICENSED SOFTWARE AS OF THE DATE OF PURCHASE. THE TERMS IN THIS AGREEMENT SUPERCEDE ANY CONFLICTING TERMS CONTAINED ON THE SOFTWARE OR ANY PREVIOUS VERSION OF THIS AGREEMENT. THE MOST CURRENT VERSION OF THIS AGREEMENT IS POSTED AT WWW.PLAYONLINE.COM.**

**By selecting "Yes," I declare that I have read this Agreement, I understand the terms of this Agreement, and I agree to be bound by this Agreement.**

#### Background on this Agreement

This FINAL FANTASY XI Software License Agreement is between Square Enix, Inc. ("SEI" or "us" or "we"), and you ("you"), a registered user of the PlayOnline® entertainment service and a licensee of the FINAL FANTASY XI software and all accompanying documentation.

**IMPORTANT** - This Software License Agreement is a binding, legal agreement between SEI and you and governs your use of the FINAL FANTASY XI software. If at any time you do not agree to be bound by these terms and conditions, you must immediately end your use of the FINAL FANTASY XI software. Please contact your place of purchase for return, refund, or exchange subject to the return and exchange policy of the retailer. If:

- AND
- your place of purchase is unwilling to accept returns or exchanges of opened software
  - you have not accepted this Agreement during the installation process AND
  - you have not activated a PlayOnline account through use of the Registration Code contained within the Licensed Software packaging AND
  - it has been less than 30 days since you purchased the software,

THEN you may contact PlayOnline Customer Service at (858) 790-PLAY (7529) and request a full refund of your purchase price for the Licensed Software, not including shipping and handling charges. Please note that any refund is discretionary and will be contingent upon SEI's receipt of the complete Licensed Software package and confirmation that the Registration Code contained inside has not been used.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you agree as follows:

#### Article 1: Definitions

- "Agreement"** means this FINAL FANTASY XI Software License Agreement, which must be accepted by you (or by your parent or legal guardian on your behalf if you are between the ages of 13 and 17) prior to any use of the Licensed Software.
- "Documentation"** means those user manuals, specifications documents and other instructional materials related to the Licensed Software (whether written or electronic) that are provided by SEI or otherwise made available to Users.
- "Game"** means the FINAL FANTASY XI online game program embodied in the Licensed Software provided to you hereunder, together with any additional features or functionality of such online game that may be available to you through the PlayOnline Service.
- "Hardware"** means the computer or the video game equipment on which the FINAL FANTASY XI software is installed and used.
- "Licensed Software"** means the FINAL FANTASY XI software, as embodied on any one or more discs, or other media provided to you, or as incorporated into any one or more electronic files provided to you, together with any updates, additions or modifications thereto that SEI may elect (in its sole discretion) to provide or make available to you from time to time.
- "Member Agreement"** means the PlayOnline Member Agreement, which must be accepted by you (or by your parent or legal guardian on your behalf if you are between the ages of 13 and 17) prior to any use of PlayOnline.
- "PlayOnline"** or **"PlayOnline Service"** means the PlayOnline online entertainment service offered by

SEI, which includes the various services incorporated therein or offered in connection therewith (including, but not limited to, online games).

**1.8 “Privacy Policy”** means SEI’s current PlayOnline Service Privacy Policy, which may be accessed on the Website and within the PlayOnline Service at any time.

**1.9 “Subscription Fee”** means the fee that applies to your use of the Licensed Software. The Subscription Fee will be charged each month to your credit card, or to you by any other payment method approved by SEI, which you provided in connection with your PlayOnline registration, as described in the Member Agreement.

**1.10 “Users”** means users of the PlayOnline Service; subject to the requirement that any User between the ages of 13 and 17 must have the express authorization of a parent or legal guardian, which authorization shall be evidenced by execution of the Member Agreement by such parent or legal guardian. Children under the age of 13 are not permitted to use any PlayOnline Service.

**1.11 “User Agreement”** means the FINAL FANTASY XI User Agreement, which must be accepted by you (or by your parent or legal guardian on your behalf if you are between the ages of 13 and 17) prior to any use of PlayOnline.

**1.12 “Website”** means the SEI website for the PlayOnline Service located at <http://www.playonline.com>.

## Article 2: Grant of License

### 2.1 License Grant.

(a) SEI hereby grants you the limited, personal, nonexclusive, non-transferable, revocable license during the term of this Agreement to install and use the Licensed Software only on and in connection with a single piece of Hardware. This license does not include any grant of property rights to you.

(b) You acknowledge that your access to and use of the Game may be contingent upon your timely and complete payment of the Subscription Fee in accordance with the “User Responsibilities” section of the Member Agreement. Please read the section carefully and completely.

**2.2 Term and Termination.** This Agreement will commence when you indicate your acceptance of its terms and conditions and proceed to install the Licensed Software. Your rights under Section 2.1 will immediately and automatically terminate upon your breach of any provision of this Agreement or the Member Agreement.

**2.3 Ownership.** SEI (and, to the extent applicable, its licensors) owns and shall retain all right, title and interest in and to the PlayOnline Service, the Licensed Software and all Documentation, and will be the sole owner of any and all data you generate through your use of the PlayOnline Service or the Licensed Software, including accounts, Content IDs, character attributes, statistics and assets. You receive only those limited rights to access and use the Licensed Software and all Documentation set forth herein.

**YOU DO NOT OWN YOUR ACCOUNT OR CHARACTER OR HAVE ANY PROPERTY RIGHTS TO YOUR CHARACTER OR ITS VIRTUAL ASSETS. YOU MAY NOT SELL, RENT, OR REPRODUCE YOUR CHARACTER OR ITS VIRTUAL ASSETS FOR ANY COMMERCIAL PURPOSE.**

PLAYONLINE, THE LICENSED SOFTWARE AND THE DOCUMENTATION ARE PROTECTED BY UNITED STATES AND FOREIGN COPYRIGHT AND TRADEMARK LAWS, AND INTERNATIONAL TREATIES, AND ARE THE SUBJECT OF TRADE SECRETS. UNAUTHORIZED REPRODUCTION OR DISTRIBUTION OF THE LICENSED SOFTWARE IS SUBJECT TO CIVIL AND CRIMINAL PENALTIES. PLAYONLINE and FINAL FANTASY are trademarks used by SEI under license and may not be reproduced, altered, or used in any way without the prior, written consent of SEI.

**2.4 Restrictions.** To the maximum extent permitted by law, you may not: (a) modify, reverse engineer, decompile, “hack,” or disassemble the Licensed Software; (b) rent, lease, sublicense, distribute, or transmit the Licensed Software to any third party; (c) rent, lease, sell, distribute, transmit or otherwise transfer your User or other account-related information (including, but not limited to, your PlayOnlineID or password information) to any third party, or attempt to obtain the PlayOnline ID or password of any other User; (d) make any copy of or otherwise reproduce the Licensed Software; (e) infringe any copyright, trademark rights, or any other intellectual property rights of SEI or its licensors or, (f) use the Licensed Software to provide service bureau or time-sharing services (e.g., cybercafés), or for any other commercial purpose. The Licensed Software is for your personal use only and may not be copied, leased, or made available for use by others.

You acknowledge and agree that any authorized or unauthorized derivative works of the Licensed Software,

or the Documentation, including any and all data that you generate through your use of the PlayOnline Service or the Licensed Software, are the sole and exclusive property of SEI. You hereby irrevocably assign to SEI all right, title, and interest in and to any and all such authorized or unauthorized derivative works created by you or on your behalf. SEI reserves its right, in its sole discretion, to request that any such derivative works possessed or otherwise controlled by you be delivered to SEI or be destroyed.

### Article 3: User Responsibilities

**3.1 Service Access.** You are solely responsible for obtaining and maintaining, at your own expense, all equipment (such as modems, computers or video game consoles) and communications services (including, without limitation, Internet access) necessary to access the PlayOnline Service and use the Licensed Software, and for ensuring such equipment and services are compatible with all requirements of the PlayOnline Service.

**3.2 Personal Information Management.** You understand that your use of the Licensed Software in connection with the PlayOnline Service will require that you disclose to SEI certain personally identifiable information, and that such information is subject to our Privacy Policy, which contains important information on how we collect and use information from you. You understand that it is your sole responsibility to review the Privacy Policy from time to time for any changes or revisions thereto.

**3.3 Indemnification.** You will indemnify, defend, and hold SEI harmless against any and all claims, suits, actions, expenses, attorney fees and other legal fees and costs arising from your use of the Licensed Software (whether alone or in connection with the PlayOnline Service) and relating to (a) your breach of any provision of this Agreement, or the inaccuracy of any of your representations made in this Agreement or made in connection with your registration of any SEI product or service; (b) your violation or infringement of any proprietary or privacy rights of SEI, its affiliates, or any third party; or (c) any third-party claims arising out of or relating to your use of the Licensed Software (whether alone or in connection with the PlayOnline Service).

### Article 4: Disclaimer and Limitation of Liability

**4.1 Disclaimer.** You understand and acknowledge that your use of the Licensed Software (whether alone or in connection with the PlayOnline Service) may result in unpredictable damage or loss to you, including, without limitation, unexpected results or loss of data, including character and account loss. All products and services relating to this Agreement, including, without limitation, the Licensed Software and the Documentation, are provided “AS IS” without warranty of any kind. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SEI EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE LICENSED SOFTWARE AND YOUR USE THEREOF, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SEI does not warrant that the Licensed Software will meet your expectations or requirements, or that the operation of the Licensed Software will be uninterrupted or error free. The entire risk as to the quality and performance of the Licensed Software is with you.

### 4.2 Limitation of Liability.

(a) You are not entitled to receive damages from SEI for any claim arising out of or relating to this Agreement, to your use of the Licensed Software (whether alone or in connection with the PlayOnline Service), or to any materials or services provided by any third party in connection with your use of the Licensed Software. In addition, in no event will you be entitled to obtain any injunctive relief or otherwise enjoin, restrain, or otherwise interfere with SEI or with the distribution, operation, development, or performance of the Licensed Software or any related products.

(b) IN NO EVENT SHALL SEI BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER ARISING OUT OF OR RELATING TO YOUR USE OR INABILITY TO USE THE LICENSED SOFTWARE, INCLUDING WITHOUT LIMITATION ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF DATA, LOST PROFITS, OR LOST BUSINESS OPPORTUNITIES, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT, AND EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL SEI’S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR WITH ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER EXCEED THE HIGHEST AMOUNT PAID BY YOU IN A SINGLE MONTH TO SEI AS YOUR SUBSCRIPTION FEE FOR USE OF THE PLAYONLINE SERVICE AND/OR ANY RELATED PRODUCTS OR SERVICES.

(c) AS SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**Article 5: General Terms**

**5.1 Governing Law and Jurisdiction.** This Agreement shall be governed by California law, without reference to its rules regarding conflicts of law. Each party hereto hereby irrevocably submits and consents to the sole and exclusive jurisdiction of the courts of the State of California and of the United States of America located in the County of Los Angeles for any action, suit or proceeding arising out of or relating to this Agreement.

**5.2 Copyright Infringement Notification.** Pursuant to 17 U.S.C. § 512, as amended by Title II of the Digital Millennium Copyright Act (the "Act"), SEI will terminate the account of any User who uses his or her account privileges to unlawfully transmit copyrighted material without a license, valid defense or fair use privilege to do so. After proper notification by the copyright holder or its agent to SEI and later confirmation through court order or an admission by the User that his or her account has been an instrument of unlawful infringement, SEI will terminate the infringing User's account. SEI may also in its sole discretion decide to terminate a User's account privileges prior to that time if SEI has good faith belief that infringement has in fact occurred. Repeat offenders of this policy may be barred from use of PlayOnline. In addition, pursuant to 17 U.S.C. § 512(c), SEI has implemented procedures for receiving written notification of claimed infringements and for processing such claims in accordance with the Act. SEI is dedicated to respecting and upholding the intellectual property rights of others, and we ask our Users to do the same. If you believe that your copyright has been infringed through the use of a PlayOnline account, please contact PlayOnline Information Center.

Interim Designation of Agent to Receive Notifications of Claimed Infringement, pursuant to 17 U.S.C. 512 (c): Address: Square Enix, Inc., 999 N. Sepulveda Blvd., 3RD Floor, El Segundo, CA 90245. Name of Agent Designated to Receive Notification of Claimed Infringement: General Counsel. Address of Designated Agent to which Notification Should be Sent: Square Enix, Inc., 999 N. Sepulveda Blvd., 3rd Floor, El Segundo, CA 90245. Telephone Number of Designated Agent: (310) 846-0400. Facsimile Number of Designated Agent: (310) 321-6095. Email Address of Designated Agent: na.dmca@square-enix.com. This email address is intended solely for the receipt of legal "Notifications of Claimed Infringement" under the Digital Millennium Copyright Act of 1998, as codified in 17 U.S.C. 512. It is not intended for general inquiries and permission requests concerning the use of SEI content.

**5.3 Severability.** If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable, such provision will be interpreted to the maximum extent to which it is valid and enforceable, all as determined by such court in such action, and the remaining provisions of this Agreement will, nevertheless, continue in full force and effect without being impaired or invalidated in any way.

**5.4 No Waiver.** No waiver by SEI of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or be construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement. No SEI customer service representative is legally empowered to bind SEI to any amendment or waiver of the terms of this Agreement.

**5.5 Entire Agreement.** This Agreement, together with the Member Agreement, the User Agreement, the Privacy Policy, and any other terms of use relevant to your use of the Licensed Software, constitutes the entire understanding and agreement between the parties with respect to your use of the Licensed Software and supersedes any and all prior or contemporaneous oral or written communications with respect to the subject matter hereof, all of which are merged herein. This Agreement shall form a part of your Member Agreement and is expressly incorporated into that agreement by this reference. In the event of any conflict between this Agreement and the Member Agreement, the terms of the Member Agreement shall prevail; provided, however, that for all matters that are not covered in this Agreement, the terms of the Member Agreement, the User Agreement, or the Privacy Policy (as applicable) shall continue to apply. You acknowledge and agree that you have read this Agreement and understand and accept its terms.

**5.6 U.S. GOVERNMENT RESTRICTED RIGHTS.** This software is provided with RESTRICTED RIGHTS. If this software is licensed by or for any unit or agency of the United States Government, then this software will be classified as "commercial computer software," as that term is defined in the applicable provisions of the Federal Acquisition Regulations and supplements (the "FAR"), including the Department of Defense ("DoD") FAR Supplement (the "DFARS"). This software was developed exclusively at private expense, and no part of this software was first produced in the performance of a United States Government contract. If this software is provided for use by the DoD, this software is delivered subject to the terms of this Agreement and either (i) in accordance with DFARS 227.7202-1(a) and 227.7202-3(a), or (ii) with restricted rights in accordance with DFARS 252.227-7013(c), as applicable. If this software is supplied for use by a Federal agency other than DoD, this software is restricted computer software delivered subject to the terms of this Agreement and (i) FAR 12.212; (ii) FAR 52.227-19; or (iii) FAR 52.227-14, as applicable.

**5.7 Consent to Disclosure.** In order to protect SEI's staff and customers, SEI may cooperate with Federal, State and Local Law Enforcement with or without the receipt of a formal subpoena or search warrant. You acknowledge and consent that SEI may provide your electronic communications and data, including emails and chat logs, to such government authorities, without any liability to you or any third party.

**FINAL FANTASY® XI User Agreement**

**THIS VERSION OF THIS AGREEMENT IS EFFECTIVE AND BINDING ON ALL USERS OF THE LICENSED SOFTWARE AS OF THE DATE OF PURCHASE. THE TERMS IN THIS AGREEMENT SUPERCEDE ANY CONFLICTING TERMS CONTAINED ON THE SOFTWARE OR ANY PREVIOUS VERSION OF THIS AGREEMENT. THE MOST CURRENT VERSION OF THIS AGREEMENT IS POSTED AT WWW.PLAYONLINE.COM.**

**Background on this User Agreement**

**IMPORTANT** - This FINAL FANTASY XI User Agreement (this "Agreement") is a binding, legal agreement between Square Enix, Inc. ("SEI" or "us" or "we") and you ("you"), and applies to and governs your use of the FINAL FANTASY XI massively multi-player online game (the "Game"). This Agreement forms a part of the FINAL FANTASY XI Software License Agreement (the "License Agreement"), which you were required to accept and execute prior to installing and playing the Game. The License Agreement (together with this Agreement) itself forms a part of the PlayOnline® Member Agreement (the "Member Agreement"), which you were required to accept and execute in order to obtain access to and use of the PlayOnline online entertainment service (referred to herein as "PlayOnline" or the "PlayOnline Service"). SEI provides the Game and the PlayOnline Service to you subject to this Agreement, which may be updated by SEI at any time without notice to you. As used herein, "Agreement" refers to the most current version of this Agreement. You can review the most current version of this Agreement at any time under the "Rules & Policies" section on the website directed at <http://www.playonline.com> (the "Website"). By playing the Game, you indicate your agreement to all of the terms of this Agreement, and you agree to abide by this Agreement at all times while playing the Game and while using PlayOnline in connection with your use of the Game.

**Article 1: Application of this Agreement**

The Agreement shall apply at all times to your use of the Game and PlayOnline. In the event of any conflict between this Agreement and the Member Agreement, this Agreement shall take precedence.

**Article 2: Data and Privacy**

In the course of your playing the Game and using the PlayOnline Service, you may accumulate certain usage statistics, score information, character traits, performance records and other Game-related data that are stored for you in the Game and on PlayOnline servers (collectively, the "Player Data"). SEI makes no assurances, representations or warranties whatsoever about the accuracy or continuing availability of this Player Data at any time and reserves its right, at any time and from time to time, without notice to you, to delete all or any part of the Player Data. SEI shall have no liability to you or to any third party for any such deletion, and further shall not be held responsible for any complete or partial deletion done or caused by you, any third party, or other act or occurrence beyond SEI's reasonable control, such as a fire, power outage, natural disaster, terrorist act, equipment failure or any other such act or occurrence, whether or not similar to the foregoing.

**YOU DO NOT OWN YOUR ACCOUNT OR CHARACTER OR HAVE ANY PROPERTY RIGHTS TO YOUR CHARACTER OR ITS VIRTUAL ASSETS. YOU MAY NOT SELL, RENT, OR REPRODUCE YOUR CHARACTER OR ITS VIRTUAL ASSETS FOR ANY COMMERCIAL PURPOSE.**

In addition, the Player Data and other information about you are subject to our PlayOnline Service Privacy Policy, which you should review in its entirety and may be accessed under the "Rules & Policies" section of the PlayOnline Viewer and Website. You agree that you will not store or attempt to store any personal information or player data about other PlayOnline users, except to the extent that such storage is an integral part of the Game and necessary in order for you to play the Game.

**Article 3: Prohibited Activities and Indemnification**

**3.1 Prohibited Activities.** You may not use the Game or PlayOnline for any activities that are illegal, fraudulent, or a violation of the rights of any third party. Without limiting the generality of the foregoing, the following acts and activities are strictly prohibited and shall, without prejudice to any other rights or remedies that SEI may have, be cause for immediate termination of your PlayOnline account and your right to play the Game (or any other services) in connection therewith:

(a) Any activities consisting of selling, purchasing, or exchanging, "gil" (or any other in-Game currency), accounts, characters, "a player's time and effort spent playing the Game," or Game

items, for value (such as real currency) by any method, including, Internet auctions or other online exchanges;

(b) The use of the Game for the purpose of, in furtherance of, or in preparation for, committing any illegal acts (e.g., gambling) or otherwise violating any applicable local, state, national or international law, rule or regulation;

(c) The interference with, disruption of, or “hacking” of, the Game or the PlayOnline Service or any servers, networks or related websites, or the failure to obey any procedures, policies, regulations or other requirements of any networks connected to the PlayOnline Service;

(d) Any intellectual property infringement or trade secret violation; this includes the unauthorized use, duplication, transmission, display, performance or distribution of any intellectual property relating to the Game or PlayOnline Service, or owned by any third party, or any other commission of any act of copyright, trademark, or patent infringement, trade secret infringement or misappropriation;

(e) The impersonation of any employee of SEI or any SEI partner or affiliate, any other user of the Game or the PlayOnline Service, or any other person, in a manner intended to deceive or mislead any third party, or to access the account of another Game player or PlayOnline user;

(f) The use of the Game or the PlayOnline Service to harass SEI, its employees, or any third parties, including other users of the Game and PlayOnline Service, or to solicit, encourage or threaten bodily harm, the destruction of property (including data belonging to SEI), or to violate any agreement between you and SEI; and

(g) Use of any cheat codes or cheat devices.

(h) In addition, SEI does not consent to or authorize any recording or reproduction of any communications between SEI and you. You may not record, reproduce or publish any communication with SEI. In addition to any other rights or remedies that SEI may have, you may also be subject to criminal and civil sanctions and fines.

**3.2 Indemnification.** You agree to indemnify, defend and hold SEI harmless from and against any and all claims, suits, actions, expenses, attorney and other legal fees and costs arising from or relating to your commission of any acts or activities prohibited by this Agreement or any related agreement.

#### Article 4: User Disputes

You shall be solely responsible for resolving any and all disputes that may arise between you and other Game players or PlayOnline users in connection with the Game or your use of PlayOnline, and for paying any and all expenses incurred by you in connection with resolving such dispute. SEI shall not be responsible for mediating or resolving any such disputes and shall have no liability to you or to any third party for any costs, fees, expenses, damages or other losses incurred in connection with or as a result of any such disputes.

The following warranty and support information applies only to customers in the United States and Canada, and only to original consumer purchasers of products covered by this warranty.

#### LIMITED WARRANTY

Square Enix, Inc. (“SEI”) warrants to the original purchaser of the enclosed product (the “Product”) that the media containing the Product (which includes any replacement media provided under this warranty) will be free from defects in materials and workmanship for a period of ninety (90) days from the date of purchase (the “Warranty Period”). SEI’s entire liability and your exclusive remedy under this limited warranty shall be, at SEI’s option, repair or replacement, without charge, of the whole or affected portion of any Product that proves to be defective in material or workmanship during the Warranty Period.

#### EXCLUSIONS FROM WARRANTY

This warranty applies only to defects in factory materials and factory workmanship. Any condition caused by abuse, unreasonable use, mistreatment, neglect, accident, improper operation, destruction or alteration, or repair or maintenance attempted by anyone other than SEI is not a defect covered by this warranty. Parts and materials subject to wear and tear in normal usage are not covered by this warranty.

#### IMPLIED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES

Under state or provincial law, you may be entitled to the benefit of certain implied warranties. ANY APPLICABLE IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL CONTINUE IN FORCE ONLY DURING THE WARRANTY PERIOD. Some states and provinces do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

NEITHER SEI NOR YOUR RETAIL DEALER HAS ANY RESPONSIBILITY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO YOUR USE OF THE PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOSS OF DATA OR LOSS OF PROFIT, OR FOR ANY INCIDENTAL EXPENSES, LOSS OF TIME, OR INCONVENIENCE.

As some states and provinces do not allow the exclusion or limitation of incidental or consequential damage, the foregoing limitation or exclusion may not apply to you.

#### HOW TO OBTAIN WARRANTY SERVICE

To obtain warranty service, please send the defective Product, together with a copy of your original sales receipt, your return address, name and telephone number, should contact be necessary, and a brief note describing the defect to SEI at the following address: Square Enix, Inc., Customer Warranty, 999 N. Sepulveda Blvd., 3rd Floor, El Segundo, CA 90245. THE DEFECTIVE PRODUCT MUST BE POSTMARKED WITHIN NINETY (90) DAYS FROM THE DATE OF PURCHASE. PROOF OF PURCHASE IN THE FORM OF A DATED RECEIPT MUST BE INCLUDED TO OBTAIN WARRANTY SERVICE. The shipping costs for sending the defective Product to SEI is a sole responsibility of the Customer. SEI will not be liable for any damage or loss that occurs during shipping. To minimize loss during shipping, you may opt to use a trackable shipping method.

If you have warranty questions, you can also contact our PlayOnline Information Center at (858) 790 – 7529 (PLAY) during its hours of operation, Monday – Friday, 9:00 am – 6:00 pm, Pacific Standard Time.

#### CUSTOMER SUPPORT

For customer support and technical support questions, please call (858) 790-7529 (PLAY). Phone, chat and email support contact information is available in the Service and Support section of the PlayOnline website at <http://www.playonline.com> and in the PlayOnline Viewer.

**For information and services by Square Enix, Inc.,  
go to [www.square-enix.com](http://www.square-enix.com)**

#### NOTICE:

The Product, this manual, and all other accompanying documentation, written or electronic, are protected by United States copyright law, trademark law and international treaties. Unauthorized reproduction is subject to civil and criminal penalties. All rights reserved.