

Terms and conditions of the electronic service Taern - Broken Ranks encompassing the Internet games "The pride of Taern" (taern.pl, 2D) and "Broken Ranks" (BR, 3D). Includes regulations for the in-game Chat, the taern.pl and brokenranks.com websites, and guidelines for Chat penalties.

DEFINITIONS

Service provider – the owner of the brokenranks.com and taern.pl websites, running and managing the Taern - Broken Ranks service - Krzysztof Danilewicz running a business under the Whitemoon System Krzysztof Danilewicz company, based in 22 S. Szolc-Rogozińskiego Street, 53-209 Wrocław, TIN: 897-169-52-62, National Business Registry Number: 020740661;

Service recipient (Player, User) – a person who has registered and created an account on brokenranks.com or taern.pl and uses or has used the account in the Game in any way;

Crew (administration) – persons selected by the website owner or persons authorized by him to perform specific functions in the Game. In particular, they include: Administrators, Game Masters (GM), Engineers, Younger Engineers, Quest Masters (QM), Chat Super Moderators, Chat Moderators, Forum Moderators, and Wiki Moderators. All Crew members are color-coded in the Game forum, and Administrators, Game Masters, Engineers, Chat Super Moderators and Chat Moderators are additionally color-coded in the chat.

Regulations – these regulations for the provision of services by electronic means.

Forum Regulations – available at: <https://forum.brokenranks.com> (Broken Ranks Forum Regulations), <https://forum.taern.pl/viewtopic.php?f=161&t=54401> (The pride of Taern Forum Regulations) defines the terms of use of the Broken Ranks and

The pride of Taern Forums and the penalty system in the event of violating the rules set out in it;

Game (service, also Taern - Broken Ranks) - an IT and information platform operating on the Internet encompassing the two-dimensional world (Taern at taern.pl) and the three-dimensional world (Broken Ranks at brokenranks.com) constituting a mass Internet game;

Registration (registration process) - the activity necessary to gain access to the website, in order to perform it, it is necessary to establish a Login and a Password.

Account – IT structure created at the Player's request during registration in the Game database, containing the parameters used in the Game, associated with a unique login. To use the account, one must know the login and password. The account has no material value and cannot be traded / exchanged / donated. Creating an account is voluntary. The only account items that can be exchanged between Players are the items in the Game itself (within a single server). The account and all its elements (e.g., characters in the Game) remain the property of the service provider, handed over to the Player (service recipient) under the conditions specified in the regulations. Failure to comply with these conditions may result in the restriction of rights or complete withdrawal of the Player's right to use the Account (by blocking or deleting). In the event of loss of the rights to use the account or voluntary cessation of using the account, the Service Recipient has no right to apply for a refund of expenses incurred during the use of the account.

Character - an element separated within the Player's account, having the characteristics specified by the Player and allowing to take part in the Game on the server chosen by the Player. It is possible have multiple characters on different servers under one account.

Login – e-mail address of the account entered by the Player at the time of creating a new account. Login is used to access the website, it may also be required to confirm your identity when contacting the administration.

Nickname/Nick – Player ID visible to all Players.

Netiquette - to a set of rules of decent behaviour on the Internet. The netiquette is not exactly codified, nor does anyone deal with the systematic punishment of people who break these rules, however, stubborn non-compliance with the Netiquette may result in cutting such a Player from a specific internet service by the administrator of a given service. Source: <http://pl.wikipedia.org/wiki/Netykieta>.

Platinum – a special in-Game currency, topped up by the Service Provider for a fee. Players can exchange Platinum in the Game for additional Game items, special services, access to places, or other privileges available, i.a. at different NPCs in the Game. Platinum cannot be converted into means of payment in real money transactions.

Forum – Internet forums located at <https://forum.brokenranks.com> and <https://forum.taern.pl/>. Information on changes to the Game is published on the Forum (applies only to taern.pl), and the Forum Regulations are also posted there;

Chat – an internal text communication system, the rules of use of which are specified in the Game Regulations and Chat Regulations.

Support - system for official contact with the administration, available at <https://www.support.brokenranks.com> (Broken Ranks) and <https://support.taern.com/> (The pride of Taern);

Guild – are voluntary associations of Players that provide additional Game opportunities. Players voluntarily deposit the resources specified in the Game into the guild account, in particular gold and platinum.

Server – for the purposes of the service, it should be understood as a separate IT infrastructure enabling the use of the service.

PART I – GAME REGULATIONS

§1 GENERAL PROVISIONS

1. These regulations define the type and scope of the service provided by electronic means within taern.pl (2D) and brokenranks.com (3D) and access to the Taern - Broken Ranks world available within the service. The Regulations also contain other information required by law.
2. The main activity of Taern - Broken Ranks is to enable Users to play the Game Taern - Broken Ranks through a client or via a web browser. For this purpose, the Service Provider provides the resources of its (or leased) ICT system and the required server-side software (Game engine, website, the Game client).
3. The Internet address of the Game Broken Ranks is <https://brokenranks.com/> (3D version) and <https://www.taern.com/> (2D version).
4. The use of the Taern - Broken Ranks service is voluntary and free of charge in its basic scope. The Service Provider reserves the right to introduce fees for selected services or Game elements, included in the regulations, a separate price list or in the "Platinum" tab.
5. The service provider facilitates Users with a figment of his imagination virtual world, filled with various characters and monsters living in different lands.
6. Users are able to personalize their characters by changing the appearance of their items. The change of appearance consists in changing the graphic representation and / or colour.
7. The Service Provider reserves the right to benefit from advertisements placed in the Taern - Broken Ranks service, including i.a. the Game and Forum.
8. The Service Provider reserves the right to modify the Game and make changes to: Game mechanics, items, areas, equipment, and other aspects of the Game.

§2 HARDWARE AND TECHNOLOGICAL REQUIREMENTS

1. Minimum hardware requirements:

- 4 GB RAM,
- CPU: i3,
- GPU: 5th generation HD Graphics,
- 512 MB VRAM,
- HDD: 5 GB.

2. Recommended hardware requirements:

- 8 GB RAM,
- CPU: i5 and above,,
- GPU: Nvidia GeForce 1050 and above,
- 1 GB VRAM,
- HDD: 5 GB.

§3 REGISTRATION IN THE GAME

1. Registration in the Game is free.
2. Registration results in the creation of an account on the terms contained in these Regulations and means that the User has read its content and accepted it in full.
3. A person wishing to register declares that they are of legal age or have the consent of their parents (legal guardians) for the above-mentioned registration and participation in the Game.
4. The website owner or the Game administrators indicated by him have the right to request at any time documents confirming the fact that the User meets the requirement specified in point 3.

5. The registration of the person is made after selecting the "Create character" option and correctly filling in the form enabling the addition of a new Player's account to the Game.
6. After a correct acceptance of the Player's data by the system, a new account is automatically created in the Game. The login along with the password provided by the Player in the form allows logging into the Game.
7. The Player must remember the login and password. Losing your password may require creating a new Account. The Player has the option of remembering the password, which will be sent to the e-mail address on which the Account was registered. Lack of access to the e-mail may result in the loss of the Account in the Game. Equipment items accumulated on the lost account, including paid items, will not be transferred to the new account.
8. The Player is obliged to keep his password secret. The service provider is not responsible for the loss of the password and login by the Player and subsequent actions performed with the use of these data.
9. Passing the login and password to third parties (in particular friends, family, strangers) is prohibited, under penalty of blocking access to the account for a definite period or permanently.
10. No-one, not even Crew members (Administrators, Game Masters (GM), Engineers, Younger Engineers, Quest Masters (QM), Chat Super Moderators, Chat Moderators, Forum Moderators, Wiki Moderators, Discord Moderators, Testers) have the right to demand from the Players their account password.
11. If the Player loses access to the email address indicated in the registration process as email, he or she may change current email using the security code previously sent to the e-mail and visible at the first login (only applies to 2D - The pride of Taern), which had to be saved. In the event of loss of access to the email address and loss of the security code (only applies to 2D - The pride of Taern), it is not possible to change this address later. In this case, if the Player forgets or loses the password to access the Game account, he loses the access forever.
12. The Player declares that the provided data:
 - a. are true;

- b. do not infringe the third parties' rights;
- c. do not violate applicable law and generally accepted moral standards.

13. The character may be deleted if it is below the 10th level, and has not logged in for 90 days. Characters above the 10th level will not be deleted.

14. Subject to the provisions of point 13, characters will cease to appear in the ranking if they are inactive for more than 90 days. After logging in again, the character will appear in the ranking no later than 24 hours after logging in.

§4 NICKNAMES

1. Only letters are allowed in the character's Nickname. The maximum length of the Nickname is 11 letters. A Nickname can only have two uppercase letters, one of which is always at the beginning of a word (only applies to nicks chosen in Broken Ranks).

2. It is forbidden to use vulgar, offensive, insulting, racist and erotic names in the Player's Nickname.

3. It is forbidden to use Nicknames relating to drugs or illegal substances.

4. It is forbidden to use Nicknames that were created solely for the purpose of harassing and / or offending other Players.

5. It is forbidden to use Nicknames that contain nonsensical combinations of letters, strings of letters, too many errors, or abbreviations commonly regarded as offensive, insulting, or disrespectful.

6. It is forbidden to use Nicknames that advertise and / or promote third party products and / or services.

7. It is forbidden to use Nicknames expressing religious or political views, particularly nicks containing the names of controversial historical figures or figures related to a religion.

8. It is forbidden to use Nicknames similar / close to those of the Crew members, especially Administrators and Game Masters.

9. Prohibitions indicated in §4, p. 1-8 also include names assigned to other elements of the Game, especially pets, guilds, tournament teams, or teams in the team finder. If a tournament team's name is found in violation of the regulations, the Crew has the right to remove the team or change its name.

10. In the event of violation of the principles of § 4, point 1-8, a team member has the right to impose a gag, temporary ban or permanent ban on the Player.

11. Nickname of Characters below the level 10 and with an inactive account for more than 1 year, may be changed ("released") by a Crew member at the Player's request, for this the Player must report to Support.

12. Characters with Nicks above the level 10 may also be released if the account is inactive for more than 3 years.

13. Under exceptional circumstances, the Crew may change the Nick of a player if it is required by the mechanics of the Game.

§5 PLAYER ACCOUNTS

1. Access to and / or use of more than one Game account (so-called multi-account) is prohibited. This prohibition is valid for both versions of the Game (2D and 3D). If a Player owns more than one account on Taern (2D) or Broken Ranks (3D) when these Regulations come into force, they are obliged to delete any additional Accounts so that only one Account remains.

2. It is possible to have many characters on different servers under one account.

3. Players can transfer characters between both versions of the Game with the progress being saved until the moment of the transfer (further progress

is not updated on both servers), but new characters created on Taern or Broken Ranks after 25.01.2022 cannot be transferred. Character transfer is only possible between Thaton (Taern) and Thanar (Broken Ranks). The only exceptions are Thalias (Taern and Broken Ranks) where it is allowed to play on both at the same time.

4. Resources and items accumulated by a Player on a given server can be transferred between characters on the same account via a deposit. This provision does not apply to items assigned to characters.

5. It is not possible to transfer items collected by the Player between characters registered on different servers under the same account. Violation of this prohibition will result in the loss of the transferable item without compensation to the Player as well as a temporary ban.

6. A theft of an Account, another Player's personal data and / or hacking into an account is a computer crime and may lead to criminal prosecution if the account User chooses to report to the relevant authorities. Any attempt to steal personal data or Player Accounts, such as spreading links in the Game or on sites designed to defraud other Players, will result in a permanent ban or the deletion of the Account from which they are made. The Player is obliged to report any such violation to Support.

7. It is forbidden to make the logged in Character / Account available to a person who is not the founder of the Character / Account and it is forbidden to use the saved data to log into the Account by third parties. Only the founder of the Account may log into the Account and use it.

8. It is forbidden to share Characters/Account with third parties, including via the use of software, systems, or third-party programs, especially TeamViewer, AnyDesk etc. Actions on an Account can only be taken by its owner.

9. Only one character may be logged in at the same time on all 3D (Broken

Ranks) and 2D (The pride of Taern) servers. The only exception is when one Character is logged on 3D and one on 2D.

§6 VULGARISMS, PICTURES, INSULTS, LACK OF CULTURE

1. It is forbidden to use profanity, insults, epithets in the Game, and words commonly considered offensive or discriminating against others will not be tolerated. An account of a User who does not comply with these rules may be permanently blocked. The above record covers Player activities anywhere in Taern - Broken Ranks, including in-Game chats, internal Guild forums, the Taern and Broken Ranks forums, and the official Discord Game channel. Detailed rules for using the chat and the forum are governed by the Chat Regulations, the Forum Regulations, and the Discord Channel Regulations.
2. It is strictly forbidden to make insults, epithets, and any provocations directed at Players and members of the administration families. Any such behaviour may result in the temporary blocking of the character, and in extreme cases, permanent account blocking.
3. Spamming, flooding (i.e. sending multiple messages with the same or similar content in short intervals) in chat, and behaviour that is marked by a lack of culture is forbidden.
4. The use of vulgar or offensive words by NPCs in the Game or to describe selected elements of the Game serves only to emphasize their nature and any content voiced by the NPCs and may not be considered as a violation of the provisions of these regulations
5. A more detailed version of the present Terms and Conditions can be found in the Chat Regulations <https://brokenranks.com/en/regulations/>, the Forum Regulations <https://forum.brokenranks.com/regulamin> and <https://forum.taern.pl/>, and Discord Regulations

<https://discord.gg/brokenranks>

6. The provisions of additional Chat and Forum regulations cannot violate the provisions of these Game Regulations at any point.
7. In the event of a conflict between the norms of individual regulations, the provisions of the Game Regulations shall prevail over the provisions of the Chat Regulations, the Forum Regulations and the Discord Channel Regulations.

§7 ERRORS IN THE GAME

1. It is forbidden to use errors and bugs of the Game software as well as errors resulting from the Administration or to transfer information about these bugs to third parties, except for the representatives of the Crew.
2. It is forbidden to conceal from the administration the fact of detecting any software errors.
3. The Player is obliged to report any significant error to support. The error is significant if, as a result of its use, an advantage over other Players may be gained, in particular, in the form of obtaining currencies (e.g., experience, gold, or platinum), items offered in the Game or acquiring items.
4. Concealing and using bugs leads to the loss of obtained benefits, may also result in additional sanctions determined individually and taking into account the degree of violation, including, in the case of abuses of gross nature, the blockade of the character or the Account.

§8 EXTERNAL SOFTWARE

1. It is prohibited to use third-party software in order to enhance, automatize, accelerate or slow down the Game and to use programs for sharing the screen and remote desktops, including those controlled via a different device (especially, bots, cheat engines, clickers, TeamViewer, Chrome Remote Desktop). It is especially prohibited to:
 - a. use programs and systems affecting the animations,
 - b. use programs and systems to automate the collection of resources,
 - c. use programs and systems aiding combat.
 - d. use programs and systems allowing for remote access to other Account/Characters in the Game.
2. It is prohibited to alter software files, including replacing existing files, copying them, or adding new ones without express consent from an Administrator or Engineer.

§9 COMBAT AGREEMENTS AND INTENTIONAL COMBAT MANIPULATION, GUILD WARS

1. It is forbidden to participate in fights resulting in the transfer of previously agreed upon items from the backpack (e.g. skins) and also to participate in fixed fights resulting in increasing the amount of gold or other items.
2. Guild wars, in which there will be no fighting on either side for a minimum of 14 days, may be ended by the Game Master / Administrator. Points and resources can be reset to their pre-war state.
3. Wars aimed at transferring goods from the guild will be verified, and then may result in a penalty in the form of: taking resources (prestige, honor, gold, platinum, building materials) of the Guild, banning the Player (penalties can be applied jointly) decided by Game Master / Administrator.

§10 ACCESS TO THIRD PARTY ACCOUNTS

1. It is forbidden to participate in fights resulting in the transfer of previously agreed upon items from the backpack (e.g. skins) and also to participate in fixed fights resulting in increasing the amount of gold or other items.
2. It is forbidden to grift passwords from Players and steal another Player's access data (password, e-mail address) to the character's account in the Game.
3. It is forbidden to transfer a registered Game account to third parties
4. Violation of any of the provisions of paragraphs 1-3, may result in blocking access to the account and its removal, without any compensation for expenditure on the Game.
5. If there is a need to temporarily ban a Player's Account due to a reasonable suspicion of serious infringement of the Terms and Regulations, including access to or use of more than account, no expenses or losses suffered during the ban will be refunded. This includes, i.a. Premium Account, Premium Marketplace, Alt Exp buff, etc. or any events that bring potential profits in the forms of goods or experience.

§11 GETTING FINANCIAL BENEFITS, OVERUSE OF SERVICES

1. It is forbidden to exchange items or services from the Game, in particular gold, platinum or items, for real items or services. These are only elements of the Game itself and must be treated as such.
2. It is also forbidden to exchange items or services from the Game indirectly, using real services (e.g., topping up a mobile phone account), in

the form of demanding payment from another Player's character for help, an item, or currency in the Game

3. Any transactions involving trading or exchanging Player accounts are prohibited, regardless of how the transaction was made and with what means of payment. The penalty for selling or replacing the account may be permanent or temporary blocking of access to the Player's account. The Administrator / Game Master decides about the penalty depending on the nature of the abuse, its duration and negative consequences for the Game and other Players.

4. In-Game items and services may only be redeemed for in-Game items or services.

5. Violation of the provisions of this paragraph will result in the deletion of the subject of the transaction and may result in additional sanctions imposed on the transaction parties without any compensation for the expenses incurred in the Game.

§12 PROHIBITED BEHAVIOR

1. It is forbidden to:

- a. cheat Players to obtain or sell an item;
- b. mislead about the condition or properties of the item or the partners of the business transaction;
- c. cheat, misguide, attempt to extort the return of resources lost as a result of a sudden server downtime, concealing information from the Crew, not returning a borrowed item, gold, platinum, or other resource in the Game;
- d. impersonating the Crew or claiming being force in it;
- e. forgery of documents, reports, screenshots;
- f. using false evidence in the complaint procedure against the Service

Provider or third parties;

g. trades or deals between servers;

h. organizing lotteries and contests in the Game unless with the approval of the Crew;

i. it is forbidden to work to the detriment of the image of Whitemoon System both inside the Game and in any related materials.

j. selling any goods, Characters, or Accounts from the Game in real life. This prohibition encompasses any forms of trade, including a waiver or a free-of-charge access.

§13 PENALTIES FOR ACTIONS PROHIBITED BY THE REGULATIONS

1. The Crew members watch over the observance of the Regulations and the Netiquette.

2. The Crew has the right to impose penalties consisting in a warning, limiting the possibility of using the in-Game chat and the forum, reducing statistics, limiting the possibility of playing by reducing the capacity of the backpack or by limiting the ability to move around the maps until a specific sequence of actions is performed.

3. The warning referred to in para. 2 applies to each of the in-Game chats and the Forum. The Crew has the right to reprimand the Player verbally or by imposing a warning ("warn"), while a verbal reprimand in any of the chats (also in private chat) will count as relapse in the event that the Player again breaks the rules of the regulations.

4. The Crew also has the right to temporarily or permanently block the Player's character or account, IP address, and as a last resort even delete the account and all items assigned to it.

5. The Crew has the right to impose penalties on the Guilds, in particular in the reduction of prestige or honour (both the entire guild and selected Players) or the deduction of selected resources.
6. In order to enforce compliance with the rules of these regulations, the Crew has the right to monitor the Player's activities, without any notification (if there is a suspicion that the regulations are being violated), as well as to change selected parameters of the Player's account (removal of equipment, prestige, experience, Player level, pets, upgrades, gold, Platinum, Characters).
7. Details concerning imposing penalties, unless specified in these Regulations, are set out in the Chat Regulations or the Forum Regulations, and the Discord Channel Regulations.
8. Publishing the content of communication with the Support team or other Players without their full consent is prohibited.
9. In the event of a serious violation of the rules of behavior or improper use of the Support system, the Game team may block the Player's access to the Support system.
10. Game Master (GM) and Game Administrator (GA) are authorized to impose a penalty for violations which aren't included in these regulations. They are also entitled to impose a penalty with different duration than it is provided in standard ranges (§24 of these regulations) if they consider it appropriate.
11. Any punishments imposed within these Regulations apply to both installments of the Taern – Broken Ranks game no matter where the offense was made. This includes account deletion and permanent ban. Punishments imposed in Taern (2D) carry over to Broken Ranks (3D) while punishments imposed in Broken Ranks (3D) carry over to Taern (2D).

§14 PLATINUM PURCHASE

1. To use the Platinum purchase service, use the "Platinum" tab.
2. It is possible to buy additional Platinum by making an online payment or by sending an SMS. Settlements of transactions by credit card and e-transfer are carried out via Przelewy24, Paysafecard Payment System, Terminal3 Payments Services, PayPal.
3. Only an adult or a person who has the consent of their parents (legal guardians) can buy Platinum.
4. After a valid purchase, the purchased Platinum is available in the Game Account. The purchased Platinum is not refundable.
5. Losing access to the Account in the Game, e.g. by losing the password and losing access to the e-mail address provided during registration, means irretrievable loss of this Account, along with the Platinum and equipment, without refund of any costs.
6. Each time, before purchase, please refer to the prices presented for each payment form. By making a payment, you accept these prices and present Regulations as amended.
7. In the event of errors in the "Platinum" tab, the User should immediately contact the Service Provider.
8. The person using the "Platinum" tab undertakes to provide their authentic data if the entity servicing payment transactions requires such data.
9. The Service Provider reserves the right to change the prices of the Platinum purchase service. Each time, the current prices will be placed in the "Platinum" tab and before making a purchase, the User reads the current price list. Platinum prices given in the Platinum tab or any other place in the Taern – Broken Ranks service do not constitute a trade offer in accordance

with the law.

10. In the absence of confirmation of the transaction made from the "Platinum" tab, in the form of Platinum calculation within the time guaranteed by the payment service, you should immediately contact the Service Provider.

11. The Service Provider is not responsible for incorrectly entered data by the User in transfers, payments, or text messages.

12. In the case of individuals who do not conduct business activities within the meaning of the Act on tax on goods and services, the Service Provider is not obliged to issue a VAT invoice, in accordance with art. 106 (4) of this Act. If such a person wishes to receive a VAT invoice, it must be requested within the statutory period. The request for an invoice should be sent, together with the confirmation of the transfer to which the invoice is to refer, or the payment to which the invoice is to be related, and the necessary data for this invoice, to be indicated in another way that does not raise any doubts, to the e-mail address: faktury@whitemoon.com, or sent by letter by registered mail to the address of the Service Provider.

13. In the case of payment to the Service Provider's account by post office, only the forms generated by the Taern - Broken Ranks payment service or filled in exactly the same formula should be used. If you wish to transfer offline payments at the post office instead, enter exactly the data (especially the title transfer), as they appear on the generated printing. The deadline after which the Platinum will be added to the Player's possession, in this case is up to 3 business days from the moment the money is credited to the Service Provider's account.

§15 THE DESTINATION OF PLATINUM

1. The Player can exchange platinum for various additional Game elements or functions with the NPC. Each time they should learn how much Platinum they spend and what they spend it on. It is not possible to undo a transaction made with an NPC. In the event of a transaction being carried out by mistake, the Platinum will not be refunded to the Player's Account.
2. The Service Provider reserves the right to change and adapt the elements and services exchanged for a given amount of Platinum to the current needs of the Game without giving reasons sufficiently in advance of at least seven days. Always, however, the amount of Platinum consumed is displayed on the NPC. In case of any doubts, the Player should withdraw from the virtual transaction and contact the Service Provider.
3. The Player acknowledges and accepts that transactions made in the Game itself, especially between Players or Players and NPCs, including Platinum, are only transactions in the virtual world of Taern - Broken Ranks. This also applies to services performed instead of the NPC by persons designated by the Service Provider. In particular, these are not offers and commercial transactions in the legal sense, but only Games.
4. In the event of a breach of the Regulations, and as a result blockage of the Player's account, the Player will not be entitled to claim any compensation from the Service Provider on this basis, reimbursement of the costs of purchased Platinum and transfer of Platinum and other resources from the blocked account to the newly created account in The Game.

§16 SERVICE PROVISION, CANCELLATION OF SERVICES

Basic use of the Game is free of charge.

2. The Service Provider will make every effort to ensure the proper operation of the Game, its development, and popularization.

3. Players' actions that may hinder or destabilize the operation of the Game, in particular, lead to violation of the law or protected by the law third party goods, are unacceptable.

4. The service provider reserves the right to temporarily cease providing the service.

5. The service provider is not responsible for:

a. damages caused by incorrect and inconsistent with the rules use of the Game, the "Platinum" tab or the entire Taern - Broken Ranks service;

b. problems with the functioning of the Game, the "Platinum" tab, or the entire Taern - Broken Ranks service if they occurred as a result of events that the service provider could not have foreseen or prevented with due diligence, random events, actions of third parties, including Internet service providers or a payment service;

c. use of the Game by the Player contrary to the provisions of the Regulations;

d. the content of information posted in the Game by Players. Responsibility in this respect is borne by the person presenting the content inconsistent with the Regulations, although the Service Provider reserves that he will take all steps necessary to remove illegal content, if he is notified and the request is sufficiently justified;

e. interruptions in the functioning of the Game, "Platinum" tabs, or the entire Taern - Broken Ranks service for technical reasons (e.g. maintenance, inspection, hardware replacement, software update, database update, etc.);

f. loss of data contained in the Game, the "Platinum" tab, or the entire Taern - Broken Ranks service due to hardware, software, database failure, or other circumstances.

6. The service provider makes periodic backups of the Game and software database.

7. In the event of critical breakdowns of the Game, the service provider may restore the state of the Game or its elements from a previously made backup with the effect of reverting the entire Game or its elements.

8. The Player and User of the Taern - Broken Ranks service and the "Platinum" tabs acknowledge that the Game, Taern - Broken Ranks service, and the "Platinum" tab are under constant development and there may occur errors or temporary problems, in all cases, this must be reported to the Service Provider. In such cases, the service provider undertakes to immediately take action to correct the error.

9. All transactions between Players or Players and NPCs in the Game itself are purely virtual (for the purpose of diversifying the Game) and have no legal force whatsoever.

10. In the event that it is necessary to terminate services related to Taern - Broken Ranks or the Game itself, the Service Provider will notify Players of this fact on Taern - Broken Ranks 1 month before disconnecting Players from the Game or the Taern - Broken Ranks service itself.

11. The Service Provider may change the Game server with the loss of some or all items or other elements in the Game by the Players. In this case, he will inform the Players about it on the brokenranks.com or taern.pl websites within 1 month before the planned change.

12. Losses referred to in the previous paragraph may also result from the development of the Game (update / upgrade), so that some elements of the Game may be changed, among others types of items, their parameters etc., therefore the Player has no right to seek compensation and / or refund.

13. In the event that the Service Provider ceases to provide services, Players who have purchased commercial services are not entitled to a refund. This

also applies to the Platinum owned, even if it has not yet been used in the Game.

14. The Service Provider reserves the right to reclaim virtual goods (including Platinum) obtained in an unauthorized manner, e.g. by using a bug in the Game, the "Platinum" tab, goods from crime, hacking into an account. The Player should report such fact (error) immediately to the Service Provider, and in the event of suspicion of the Player's intentional action in order to use the error in the Game, his/her account will be deleted.

15. It is possible to use only the services in the current version. The User is obliged to ensure that the software and hardware used by him/her are up-to-date and compatible, especially as regards the possible download of new versions or other updates in order to use the services..

§17 SERVICE CONTACT. REPORTING VIOLATION OF LAW AND FAILURE.

1. Any complaints about the Taern - Broken Ranks service and the Game can be directed to the Taern - Broken Ranks Game support department at the following e-mail address: admin@whitemoon.com or by post to the Service Provider's address. The complaint is considered within 30 days. We will respond only to correspondence written in English.

2. All comments, inquiries and information regarding the Taern - Broken Ranks service and the Game can be directed to the Taern - Broken Ranks service Game support: <https://support.brokenranks.com/> (3D) or <https://support.taern.com/> (2D).

3. The Service Provider reserves the right to interfere with the technical structure of the Player's account in order to diagnose irregularities in the functioning of the Taern - Broken Ranks service and the Game itself, as well

as to make changes and affect the technical side of the Player's account in any other way in order to modify it or restore its correct the operation of the account, website, or Game itself.

4. In case of finding that Users have uploaded infringing materials, the Service Provider must be notified immediately by sending a message to the email address provided in point 1 of this paragraph or by post to the Service Provider's address or via the Game Support department of the Taern - Broken Ranks service. The Service Provider reserves the right to suspend access to such materials or even remove them from the website or the Game. The notification of violation of the law should contain circumstances that make the violation credible.

§18 PERSONAL DATA PROCESSING

1. Personal data - referred to in art. 4 sec. 1 of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (General Data Protection Regulation), hereinafter referred to as the GDPR - may be processed in the Game.

a. the data processed in the Game is:

- i. e-mail addresses,
- ii. IP addresses,
- iii. MAC addresses,
- iv. automatically assigned identification numbers,
- v. any other data processed at the request of the Player in connection with

customer service or the payment process, if they prove necessary to resolve a given situation.

2. Other personal data of the Player, such as name, surname, telephone numbers, Personal ID number are not collected in the Game and are not stored in it. Their processing, however, is covered by § 18 point 1a indent 4.

3. A request by the Service Recipient to provide some of the above-mentioned data by the Service Provider may take place:

a. in order to clearly identify the person using the Game account, especially in the event of a complaint or verification whether the rules of the Game and the law are violated,

b. if you want to receive a VAT invoice for a paid service provided by the Service Provider,

c. if the Service Recipient wins a competition or promotion organized by the Service Provider and the need to complete the formalities required by law, as well as deliver the prize to the address provided; refusal to provide data or providing untrue data in such a case results in the automatic loss of the right to win.

4. The data referred to in point 3 may only be made available on the Support website and under no circumstances may they be extended with a login and / or password and / or a recovery code to the Customer's account..

5. Companies implementing the payment process may require the above-mentioned data from the Player. The service provider is not responsible for the data provided in this case.

6. The Service Provider reserves the right to disclose the Service Recipient's data to authorized bodies and persons acting on behalf of these bodies if such an obligation results from applicable law.

§19 FINAL PROVISIONS

1. The invalidity of one of the provisions of the Regulations, confirmed by a decision of the competent court, does not invalidate the remaining provisions of the Regulations.
2. Before each login to the Game, the Player should check whether these Regulations have changed. The Service Provider will announce such a change on the websites of the Taern - Broken Ranks service.
3. If the changes to the Regulations are not accepted, the Player should refrain from logging into the Game using the Taern – Broken Ranks service, as well as immediately notify the Service Provider about this decision.
4. The fact that the Service Provider does not exercise any of the rights at the moment and/or does not object to the other party's failure to perform any of the obligations contained in these Regulations shall not be interpreted as the Service Provider's resignation from the possibility of later exercising one of the rights or acceptance of non-performance by another side.

Part II - CHAT REGULATIONS

§20 REGULATIONS

1. This regulation is a set of laws and rules applicable to all currently available chat rooms, i.e. places of speech in the Game.: Global Chat, Novice Chat, Trade Chat, Team Chat, Private Chat, Local Chat, Guild Chat, Faction Chat, Guild Forum, Guild Board and any chats that may be added in the future.

2. The set of rules applies to every Player, regardless of rank, except for §3 p. 4.
3. Ignorance of the regulations does not release the Player from the obligation to comply with them.
4. The abbreviated version of the regulations is available in chat rooms after entering the command "/reg".
5. The administration reserves the right to modify and amend these regulations. Players will be informed about the changes via official information channels, such as Fanpage Broken Ranks (<https://www.facebook.com/BrokenRanks>), Discord (<http://discord.gg/brokenranks>), news, forum etc. or other selected communication channels offered by the website.
6. Terms and Conditions automatically apply to any chat rooms that may be introduced in the future.
7. These regulations are valid from the moment of their publication.

§21 RANKS

1. The order in the chats is the responsibility of the Crew members, i.e. Chat Moderators, Super Moderators, and Game Masters, appointed by the Administrator of the given server.

a. **Chat Moderators** are authorized to:

- i. help Players on the Forum and in Game Chats
- ii. Game Chat moderation
- iii. imposing penalties on the Player

b. **Super Moderators** are authorized to:

- i. all moderator's tasks
- ii. help in organizing tournaments and events

c. **Game Masters** are authorized to:

- i. all tasks of the Moderator and Super Moderator
- ii. solving problems of Players related to errors of the Game (including returning losses in the event of a server failure)
- iii. running events / tournaments
- iv. resolving most of the cases reported in the ticket system on the Support.
- v. changing the parameters of the Account and blocking the Account in the Game, Forum, Support

2. The ranks specified in sec. 1 were created to support Players, maintain order in the Game and the forum, help resolve disputes, and comply with these rules by Players.

§22 RULES

1. Each Player is obliged to follow the rules of Netiquette.
2. All ideas, proposals for contests, events and changes should be posted to the Game Forum or on the Discord server.
3. On the Chats, it is forbidden to:
 - a. Beg, spam, flood, troll;
 - b. write in CAPITAL letters, abuse of punctuation marks and random letters written in a sequence, including destabilizing the Chats;
 - c. overuse of characters and combinations of characters (e.g. & ^ \$ (# @%);
 - d. trade, exchanges, donations, etc. posted outside of the trading chat;
 - e. intentionally mislead other Players (giving false information);

- f. trade, exchange between Servers;
- g. use the trade chat contrary to its intended purpose;
- h. use the expedition chat contrary to its intended purpose;
- i. search for partners/opponents for war in public chat rooms; on the 2D servers (Taern) the appropriate place is the Politics tab; on the 3D servers (Broken Ranks) searching for partners / opponents for war is allowed on the expedition chat or in a different place if it is dedicated to this;
- j. Guild recruitment on general Chats; on 3D servers (Broken Ranks) Guild recruitment is allowed on the expedition chat or in a different place if it is dedicated to this; on the 2D servers (Taern) Guild recruitment is allowed via the Recruitment tab.
- k. quote private statements in any form in general chat rooms;
- l. advertise other portals, forums, and games;
- m. paste links containing content that violates these regulations and/or the netiquette;
- n. describe erotic scenes or ones considered by moderation as inappropriate/distasteful/disgusting etc.;
- o. insult, humiliate, slander, etc. other Players.
- p. use words commonly considered obscene/offensive/offensive to human dignity/profanity, also in a censored form (eg using "*****", false typos, etc.
- q. using words commonly considered vulgar, including anagrams, false typos, phonetic, graphic and foreign language profanity;
- r. discuss in general and private chats with the members of the Crew about the penalties, regulations, insulting and undermining their decisions, orders, etc;
- s. publicly discussing the Regulations, questioning the competences of the Crew members, including discussing penalties (the appropriate place for this is Support);

- t. use phrases and formulate statements in a way that indicates disrespect towards other Player(s) and Crew members including insulting the family of the Player / Players / Crew members;
- u. report objections to the decision of the Crew (the appropriate place is the support),;
- v. initiate quarrels, provocations, subtexts aimed, in particular, at humiliating, insulting, slandering a Crew member, Player, etc.
- w. promote illegal content (pornography, theft - computer piracy, drugs, etc.), and thus post directions to access such materials;
- x. impersonate the Game Administration or other Players in order to obtain benefits in the Game, access an account, or enforce a specific behavior;
- y. threats and blackmailing;
- z. use the Faction Chat for purposes other than its intended ones.

4. Every member of the Crew has the right to write a note on any of the chats and it will not be treated as flood, spam, or overuse as described in point 3.

5. The language of the server is obligatory in the chats, maintaining its correct and clear form. The usual use of commonly understood foreign words, abbreviations, and phrases is allowed.

6. It is not required to use diacritics, but it is recommended to use them, especially when their absence could make the content of the entry incomprehensible and/or could insult a Player.

7. For writing in broken language or with a large number of spelling errors, a minimum statutory penalty may be imposed, i.e. a verbal warning ("warn")(does not apply in the case of relapse).

8. During all chat conversations, it is necessary to comply with generally accepted rules of social coexistence, personal culture, chat rules, and the rules of the Game;

9. A properly made screenshot, which can be grounds for punishment, is called a full screenshot without modification, with the full chat window and the system date and time visible, with the text to be punished, and placed on a light, visible background.

10. Interrupting / obstructing the execution of orders and / or fights with Players (PvP) or mobs (PvE) is acceptable and is an element of the Game mechanics (if the Player does not want the uninvited guest to join the Player's team, it is enough to block the team beforehand).

11. Blocking a team in order to prevent the team from completing the boss instance is not allowed and will result in the penalty of a ball and chain being charged for a period of 14 days.

12. It is forbidden to add illegal names of pets and tournament teams (the same rules as in § 4) and to register for tournaments Players who are banned, do not play and do not want to participate in it.

§23 PRIVATE CHAT

1. Private chat is subject to special protection in the Game, in the event of a breach of the Regulations, it should be immediately reported to the Game Support.

2. In case of bothersome spam or trolling you can use command ignore (/ ignore Nick).

3. Analysis of the content of a private chat may only be carried out by an authorized member of the Crew at the request of the Player, who submits a properly made screenshot of the conversation as the basis; guidelines for the screenshot can be found in §22 point 9;

4. Due to the nature of the private chat, any breach of the rules disclosed in the private chat will be punished with the full severity.

Part III - COMMON AND FINAL PROVISIONS

§24 SANCTIONS

1. For breaking the rules of these regulations, the members of the Crew, in accordance with their rights set out in § 20, may impose the following penalties: warning ("warn"), gag, jail, ban, ball and chain, or other penalty adequate to the offense.

1. warning („warn”) – may take the form of a verbal remark in each Chat or a formal warn that will be recorded in your Account history;

2. gag - it is a form of temporary withdrawal of the possibility to write in public chats and guild chats within a character or the entire account and is subject to the gradation of its duration in two basic ranges: 720 min / 20160 min - however, these periods can be changed according to the decisions of the Crew members as to the nature of the offense and the possible history of the Player's offenses

3. ball and chain - penalty giving the Player an item that takes up the entire weight limit in the inventory; for information on whether to remove it from your inventory, please visit Support

4. jail - it consists in transferring the Player to the prison, where he has to perform an order to regain his freedom (most often the jail penalty is imposed simultaneously with the gag penalty) in exceptional cases, it can be imposed simultaneously with the ball and leg, which prevents the execution of the order for a specified time, which is set by the Game Master / Administrator);

5. ban - is the most severe form of sanctions permitted by the Regulations

and consists in immediately logging the Player out of the Game and inability to log into the character or the entire account for a specified period of time or permanently.

6. Change of Account parameters, including deletion / modification of the Player's equipment, items and other Player's resources. In the worst case, deletion of the character or the entire Account.

§25 PRINCIPLES OF APPLYING SANCTIONS

1. Penalties may be imposed by an authorized Crew member from the Game level or by reporting the violation on the Support.

2. In the case of reports of violations of the Regulations on any of the Chats, the only evidence confirming the report and resulting in the consideration of the complaint is a screenshot, guidelines for the screenshot can be found in §22 par. 9.

3. Notification of violation of the Regulations containing the appropriate screenshot may be submitted within 48 hours of the violation of the Regulations. After this time, the application will not be considered.

4. The limitation period referred to in para. 3 does not apply to threats relating to real life, incitement to suicide and committing an illegal act.

§26 RELAPSE

1. In the event of repeated violations of these regulations occurring within 30 days from the end of the penalty, the next penalty received by the Player will be increased.

§27 APPEALS

1. Each Player has the right to appeal against the ban imposed on him and against the gag penalty, as long as the penalty imposed is longer than 1920 minutes, with the exception of a conditional gag / ban, which is not subject to appeal.
2. Appeals should be made via the Support.
3. The content of the appeal must be written from the e-mail on which the Game Account is located (the next step is to confirm the e-mail via the link sent to the e-mail), it must contain the name of the Character on which the penalty was imposed and the name of the Server.

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