

LAST UPDATED: August 24, 2023

TERMS OF USE

ABOUT THESE TERMS

These Terms of Use (this “Agreement”) is entered into by and between you and NetEase Interactive Entertainment Pte. Ltd. and all of its subsidiaries and affiliated companies (collectively referred to as “NetEase”, “we”, “us” or “our”) in relation to your use of this website (the “Site”) and your participation of our playtests, research and surveys (together referred to as our “Survey”).

You agree that by registering as a user of the Site and/or participation into our Surveys, you are binding to this Agreement. For purposes of this Agreement, "you" and "your" means the person who has registered to be a member of this Site or participate into our Surveys.

We may update this Agreement from time to time by posting the amended terms in the Site. It is your sole responsibility to review this Agreement from time to time to view any such updates. The updated Agreement will be effective as of the time of posting, or such later date as may be specified in the updated Agreement. Your continued use of or access to the Sites or participation into our Survey will be deemed as your acceptance of the updated Agreement.

BY ACCESSING AND/OR THE SITE OR PARTICIPATE INTO OUR SURVEY, YOU CONSENT TO ENTERING INTO THIS AGREEMENT ELECTRONICALLY, AND TO THE STORAGE OF RECORDS RELATED TO THESE TERMS IN ELECTRONIC FORM. IF YOU DO NOT UNDERSTAND OR AGREE TO THIS AGREEMENT, PLEASE DO NOT USE THE SITE OR PARTICIPATE INTO OUR SURVEY.

PARTICIPANT CONDITION

You must be 18 years old or older to use the Site and participate into our Survey.

PARTICIPATION INTO OUR SURVEY

As a member of the Site, we may contact you from time to time inviting you to take part in our Survey, but your participation is always voluntary. Qualifying as a member of the Site does not guarantee that you will be invited to our Survey. The persons selected to participate shall be at our sole discretion based on the criteria set by us.

If you participate into our Survey, you acknowledge and agree that we are free to use your responses to our Survey (“Response”) in any manner we choose. You hereby irrevocably transfer, assign and grant to us all intellectual property rights that exist or may arise in or to the Response.

We may assign and sublicense any rights in or to the Response to any third party. Without limitation to the foregoing, such rights include, but are not limited to, the right to use and exploit the Response or any portion thereof, including any uses already known or unknown or later developed, and including the right to adapt, edit, modify, reproduce, publish, perform, present, distribute, make available to the public, broadcast, translate, enhance, transmit, dispense, reverse engineer, decompile, disassemble, profile, analyze, error correct, sell, or permanently or temporarily store the Response. You are not entitled to receive any compensation for participation into our Survey or assign the right in the Response to us.

PRIVACY

We will collect, process or otherwise use certain of your personal information. Such collection, processing and use are subject to our Privacy Policy that you can find on the Site.

YOUR OBLIGATIONS

You must ensure that:

- (a) you do not use the Site in breach of any legislation or for any unlawful act, fraudulent or improper purpose or do anything to damage or disrupt the Site;
- (b) all information you supply to us is true, complete and accurate in all respects;
- (c) you keep all security information that we provide to you, or you otherwise use in connection with the Site, confidential and do not disclose the same to any third party;
- (d) you do not introduce any harmful information or materials (which includes any spyware, viruses, worms, trojan horses, harmful scripts or codes or any other damaging items which could interfere with the Site, our software, hardware, network or computer system);
- (e) All surveys are to be treated as confidential. You must not disclose, store, copy or distribute any information about our Surveys; and
- (f) You must not in any way whatsoever participate in any of our Survey with a view to intentionally manipulating or detrimentally impacting the results of those Survey.

DISCLAIMER

Although we endeavor to provide the Site with reasonable care and skill, you expressly understand and acknowledge that THE SITE, IS PROVIDED ON AN “AS IS” BASIS. Without limiting the foregoing, to the maximum extent permitted under applicable law, NetEase, its parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners and licensors (the “NetEase Entities”) DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF CONDITION, UNINTERRUPTED USE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, RELIABILITY AND BUG/ERROR/DEFECT-FREE. The NetEase Entities make no warranty or representation and disclaim all responsibility and liability for: (a) the completeness, accuracy, availability, timeliness, security or reliability of the Site; (b) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Site; (c) the operation or compatibility with any other application or any particular system or device; and (d) whether the Site will be available on an uninterrupted, secure or error-free basis.

LIMITATION OF LIABILITY AND INDEMNITY

To the maximum extent permitted by law:

- (a) any and all liability and responsibility we may have to you, or any other person, under or in connection with your access to, or use of the Site or participation in our Survey, is excluded regardless of whether such liability arises in contract, tort (including negligence), equity, breach of statutory duty or otherwise; and

(b) our liability and responsibility is excluded for any indirect or consequential loss or damage of any kind (including, but not limited to, any loss of opportunity, anticipated savings or unauthorized use).

INTELLECTUAL PROPERTY

We own, or otherwise have a license to use, all copyright and other intellectual property rights in the Site and the information contained in it. Everything on the Site is copyrighted unless otherwise noted. You may not copy, modify, store or display for redistribution to third parties or for commercial purposes any part of the Site without our express permission in writing. Non-commercial personal use of the Site is welcomed, provided that you do not remove any copyright, trademark or other intellectual property contained in the content.

NO TRANSFER

You may not transfer or otherwise assign your account on the Site or log in details to any other person.

GOVERNING LAW AND DISPUTE RESOLUTION

Unless otherwise stipulated by applicable laws, this Agreement shall be governed by the laws of Singapore, as an agreement wholly performed, negotiated and executed therein without regard to Singapore's conflict of law rules. Any disputes relating in any way to or arising under or out of your use of the Game or the Agreement shall be binding upon the arbitration held by the Singapore International Arbitration Centre ("SIAC"). You hereby consent to personal jurisdiction and venue in SIAC.