

QUEST FOR ADVENTURE.  
TRADE FOR SUPREMACY.  
LIVE THE LEGEND.



# LEGENDS OF NORRATH

OATHBOUND

From the fantastical worlds of  
*EverQuest®* and *EverQuest® II* comes  
a new online strategy game like no other.

Play your Cards.  
Earn the Loot. Meet your Destiny.

TRY FOR FREE AT [LEGENDSOFNORRATH.COM](http://LEGENDSOFNORRATH.COM)

© 1999-2007 Sony Online Entertainment LLC.  
EverQuest, SOE and the SOE logo are registered  
trademarks and Legends of Norrath is a trademark  
of Sony Online Entertainment LLC in the United  
States and/or other countries. The ratings icon is a  
registered trademark of the Entertainment Software  
Association. All other trademarks are properties of  
their respective owners. All rights reserved.

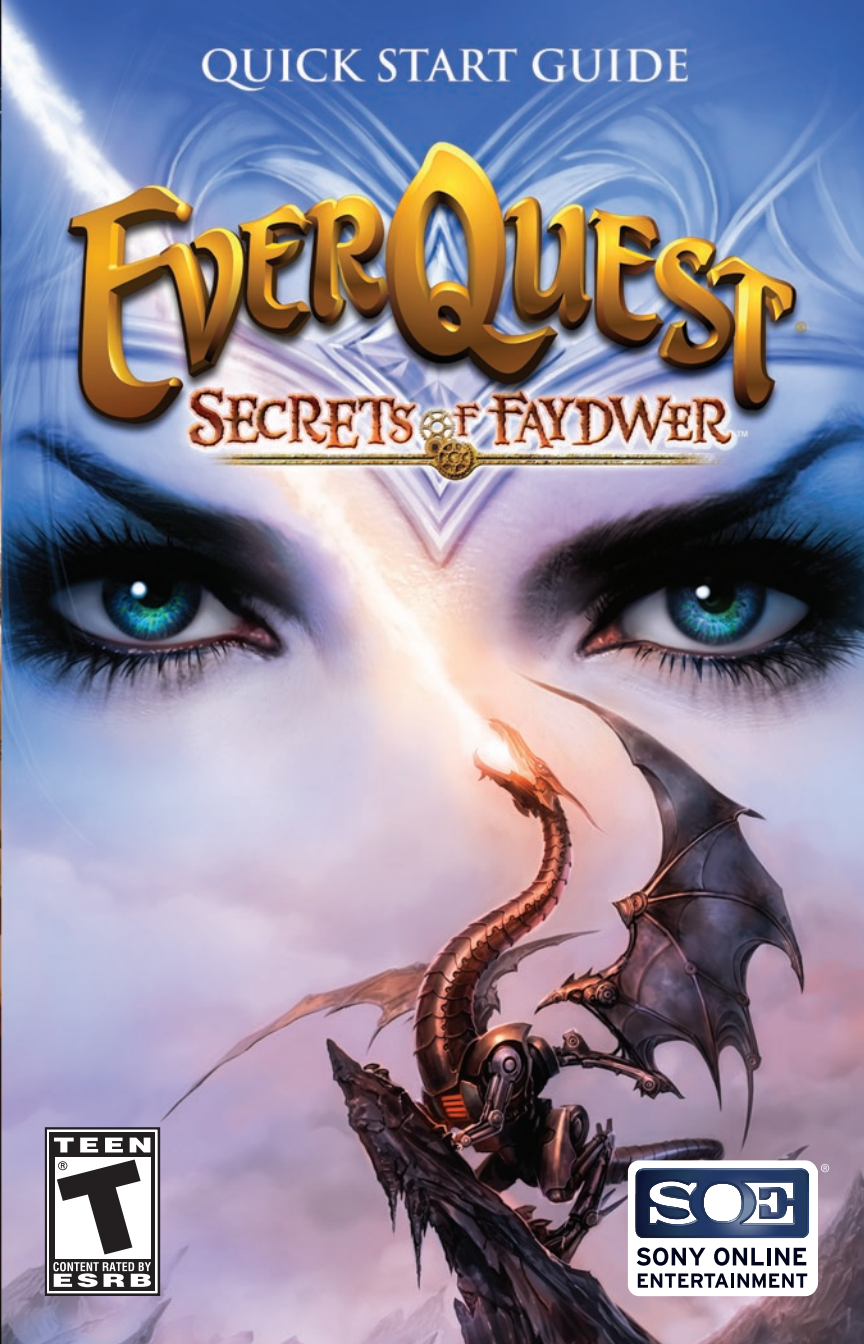


<b>EVERYONE</b> TM	<b>10+</b>
<b>E</b> 10+	Alcohol Reference Fantasy Violence Mild Blood Suggestive Themes
ESRB CONTENT RATING	<a href="http://www.esrb.org">www.esrb.org</a>
Online Interactions Not Rated by the ESRB	

QUICK START GUIDE

# EVERQUEST

## SECRETS OF FAYDWER



# EVERQUEST

## SECRETS OF FAYDWER

### **Photosensitivity Seizure Warning** **WARNING: READ BEFORE PLAYING**

A very small percentage of individuals may experience epileptic seizures when exposed to certain light patterns or flashing lights. Exposure to certain patterns or backgrounds on a computer screen, or while playing video games, may induce an epileptic seizure in these individuals. Certain conditions may induce previously undetected epileptic symptoms even in persons who have no history of prior seizures or epilepsy.

If you, or anyone in your family, have an epileptic condition, consult your physician prior to playing. If you experience any of the following symptoms while playing a video or computer game — dizziness, altered vision, eye or muscle twitches, loss of awareness, disorientation, any involuntary movement, or convulsions — IMMEDIATELY discontinue use and consult your physician before resuming play.

## Installing *EverQuest*<sup>®</sup>

Follow these steps and the set-up prompts to install.

1. Once you have installed the original *EverQuest* game, click on the EQ program icon on your desktop, or click the *EverQuest.exe* file in the directory where the game is installed.
2. When installation is complete, run *EverQuest* by double-clicking the “EQ” icon on your desktop.

### Playing *EverQuest*

If you are new to *EverQuest*, follow these steps to get started.

#### Step 1: Select a Server

When you log in for the first time you will see a large selection of servers to choose from. Servers that are colored green at the top of the list are the recommended servers, however you may choose any server you like. Any special rules or conditions of those servers, like player-versus-player or roleplay, are indicated. Select a server and click **Play *EverQuest***.

#### Step 2: Create a Character

Click one of the blank **Create a New Character** buttons on the left of the starting screen and follow the steps to create and customize your character.

- On the left, click the gender you prefer and then select the portrait of the race you would like to play. As you select various options for your character, you will find useful information displayed in the Help section on the left.
- Pick your class from the available choices for your race by clicking a class portrait on the right.
- If available to the character you have chosen, you may be able to change your deity and starting city in the **Deity** and **City** menus under the class icons on the right.
- Customize your character by clicking the **Appearance** button on the right under the class selection. Use the **Random** button to have the computer generate a look if you prefer. Click **Accept** when you are finished.

- The **Advanced** button allows you to change the assignment of your starting statistics for your class. The statistics highlighted in green are the primary statistics for your class.
- Enter your character's name in the text field at the bottom of the screen. Do not pick inappropriate or offensive names. If you need help with a name, click the **Get Name** button. If the name you choose has already been taken or is inappropriate, you will be asked to choose a different name.
- Click the **Create Character** button and you will return to the **Character Selection** screen.
- When your character is selected in the Characters list, you can choose to **Enter Tutorial** or **Enter World**. If you want to learn the basics of *EverQuest*, choose the Enter Tutorial button. If you wish to bypass the tutorial and go straight to your home city, click Enter World and you will find yourself in the city you selected for your new character.

### Keys

You can change most of the mapped keys in the game to suit your preferences by going into the **Options**. You can access **Options** by left-clicking on the EQ icon on your screen and selecting **Options**, or typing alt-o. Then select the **Keys** tab.

#### Default Movement Keys

NumPad-4 or Left Arrow	Turn left
NumPad-6 or Right Arrow	Turn right
NumPad-8 or Up Arrow	Move forward
NumPad-2 or Down Arrow	Move backward
D	Duck
NumPad-4 + Right Mouse Button	Strafe left
NumPad-6 + Right Mouse Button	Strafe right
Space	Jump
Num Lock	Autorun/walk

To interact with NPCs that may have quests or information for you, click on them and press the [H] key to hail them.

## Other Keys

Q	Attack
C	Con (Consider)
Ctrl-S	Sit/Stand
Ctrl-I	Invite/Join a group
Ctrl-D	Disband group
Alt-Q	Quest Journal
I	Inventory
M	Map
L	Leadership Abilities
Alt + O	Options
H	Hail
T	Tell
R	Reply
Esc	Clear target/close window
F1	Target self
F2 – F6	Target group member
F7	Target nearest PC
F8	Target nearest NPC
F9	Toggles between first and third person views
Tab	Toggle visible target and self
Keypad -	Screenshot
Page Up	Look up
Page Down	Look down
UI Toggle	F10
0 – 9	Activate hotkeys

## Step 3: In Game Gift!

With the purchase of *EverQuest Secrets of Faydwer* you have a gift waiting to be claimed in-game. To claim it, make sure you have inventory space and type `/claim` and hit [Enter]. The item will appear in your inventory.

## Customer Support

If you encounter a problem in-game while playing *EverQuest*, you have several options for assistance. You can left-click the question mark in the top right corner of most windows to view in-game tips or you can open the in game petition interface by left-clicking the EQ menu button

and selecting “Help.” This will open to the *EverQuest* knowledge base that will answer many questions you may have about the game. You can also access the petition interface by typing `/petition`.

You can access additional help information from our Knowledge Base of common questions and answers via the in-game petition interface or on the web at <http://www.station.sony.com/support/>.

## Using the Knowledge Base

The knowledge base is a collection of answers to frequently asked questions and it may give you the answer you seek. You can access the knowledge base by opening the in-game petition interface or by visiting <http://www.station.sony.com/support/>.

When you open the petition interface, you will first see the Knowledge Base Tab. Type in one or more keywords in the “Search Text” field or select a specific category from the drop down menu to filter your inquiry. To view an article, double-click it. You can also access the Knowledge Base by using the “Search the Knowledge Base” field at the top of most Station Web pages. Narrow your knowledge base Web site search to *EverQuest* articles by selecting it as the product from the drop down menu.

## Top Known Customer Service Issues

The top known customer service issues for *EverQuest* are compiled on a daily basis to offer a quick support reference. To review the top known CS issues, select the appropriate game in the Product field and type “Top Known Issues” in the Search Text box of the knowledge base tab.

## Creating a Customer Service Ticket

If you can't find the answers you seek in the knowledge base articles, you can send your question to a Game Master (customer support representative).

To create a customer service ticket, click the In-Game Support tab in the petition interface. If this is your first time using the petition system, or if it has been a while since you needed to request assistance, you may need to follow the email verification process presented to you at this time.

When petitioning, there are several required fields you must make selections for. If you petition from in-game, many of these will be filled in for you automatically. Make sure the Product, Server, and Character Name fields are correct, then select the most appropriate Category and Subcategory for your issue. In the Subject field, briefly describe the issue. In the Question Field, remember to include as much detail as possible about your issue as this will help our customer support staff assist you faster. Include details such as character names, the time/date the problem occurred, and specific names of any items involved. When you are ready to submit your petition, click the button on the bottom of the window labeled “Continue”.

A Game Master will answer your ticket as soon as possible. While you wait for this response, please consider searching the Knowledge Base if you haven't already.

### Viewing Your Tickets

To see if you have received a reply to a previously submitted ticket, bring up the petition interface by either visiting the website mentioned above or by typing /petition in-game. Click the Service History tab and then click on the button labeled “Questions” to view your petition history. Clicking on the hyperlink in the Subject field will open that specific ticket so you can view that specific petition and any responses. You may also use the “Update” button at the bottom of the page to update your petition with any new information or respond to a Game Master if requested to do so.

For the latest information on our knowledge base or how to use the petition system, please visit <http://www.station.sony.com/support/>.

### Obtaining Technical and Billing Support

Due to variations in today's hardware and software, please do the following basic checks before contacting SOE Customer Service:

- Search our Knowledge Base for an answer to your question by going to <http://www.station.sony.com/support/> and selecting the *EverQuest* Product from the drop-down menu

- Check that your computer meets or exceeds the *EverQuest* System Requirements by going to our knowledge base at <http://www.station.sony.com/support/> and searching for “*EverQuest* System Requirements”
- Check that you have installed the proper version of DirectX and all hardware drivers (for sound/video cards)
- Check that you're using supported sound and video cards
- Check that your computer is properly connected to the Internet through your Internet Service Provider

### E-mail Support

You may contact Sony Online Entertainment regarding technical and billing issues by visiting our SOE Support Home: <http://www.station.sony.com/support/>. Once there, select Technical or Account and Billing in the Category field and hit Search. You can search our knowledge base for a resolution to your issue, but if you still need to contact us for assistance, click on the Email Support Tab. Select the appropriate Product, Category, Subcategory, and fill in the Subject and Question fields before you hit continue. We will respond to your issue as quickly as possible; however, response times may vary depending on the volume of web form e-mails received by the Customer Service Department.

### Live Chat

You may contact Sony Online Entertainment for Live Chat Support by visiting <http://www.station.sony.com/support/>. Once there, click on the Chat Support tab at the top of the page and fill out the required fields on the page and click the Submit Request Button. Live Chat is available Monday through Friday, excluding U.S. holidays. Please note that live chat is only available for technical and billing support. In-game support requests should be submitted through the in-game help interface.

### Phone Support (Billing and Technical Issues Only)

You may contact Sony Online Entertainment for telephone support at (858) 537-0898 during normal business hours. Please search the knowledge base at <http://www.station.sony.com/support/> for the most current support hours and contact information.

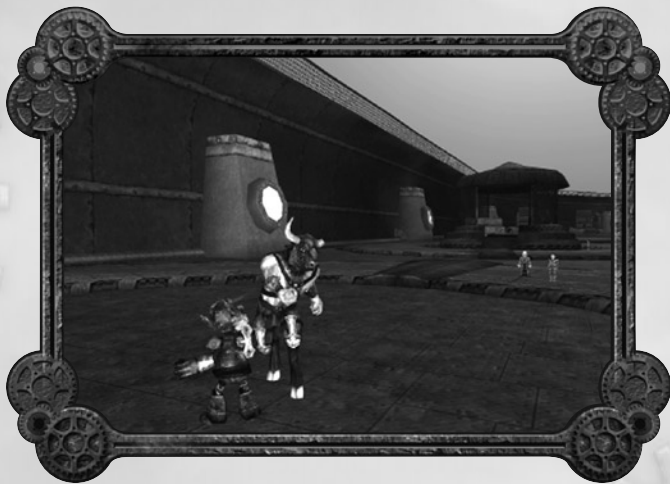
## Secrets of Faydwer Features

### Game Description

Defend Norrath against acts of vengeance from enemies old and new! The clockwork armies of the evil gnomish necromancer Meldrath the Malignant gather in the Steamfont Mountains, awaiting his order to invade the kingdom of Ak'Anon. The launch of his great air fortress Mechanotus has torn open the earth, exposing new paths into unexplored regions of the ancient continent of Faydwer.

Rediscover Faydwer as you adventure in the nearby Loping Plains, home to the soul eating wereorcs of Bloodmoon Keep. Strive to end the torment of humans and elves cursed for centuries in the Hills of Shade. All the while, an ancient menace stirs east of the Dragonscale Hills, where the prismatic dragon Kerafyrm the Awakened plans his revenge.

EverQuest® Secrets of Faydwer™ is the fourteenth expansion to the genre-defining series. Characters can now advance up to level 80 as they battle to triumph over the rising menace. Along the way, discover Heroic Items that push abilities to new heights. EverQuest Secrets of Faydwer also includes dynamic high level raid content, new spells, and new Alternate Advancement abilities to rejuvenate even the most hardened warrior.



### Features

- ◉ **Level Cap Increase** – Players can now achieve level 80! New high level item sets, new Alternate Advancement ability lines and new spells await!
- ◉ **15 New Zones** – New realms for adventurers to explore, including: Meldrath's mechanical fortress Mechanotus, the new lands of the Loping Plains, and Kerafyrm's lair Crystallus.
- ◉ **Thrilling New Adventure Content** – Travel through Faydwer solo or with a group to complete over 100 new challenges, including 28 high-end raids.
- ◉ **Amazing Heroic Items** – New heroic attribute levels for Agility, Stamina, Strength, Charisma, Dexterity, Intelligence, and Wisdom. Increase stats above current caps!

### Secrets of Faydwer: A Glimpse Fortress Mechanotus

Home to the mad gnome Meldrath, the Fortress Mechanotus is a giant cuckoo clock of gears, sprockets, geysers and steam driven machines. Meldrath uses his mechanized creations to wreak his vengeance on his own people, who exiled him years ago.

Meldrath's fortress swarms with various types of creatures he calls steamworks. He has improved on the feeble clockworks created by other gnomes, giving them a volatile steam power source. This makes them much stronger if a bit less reliable. Minotaurs still oversee Meldrath's slaves, including a tribe of unfortunate brownies that have adapted to life inside the massive metallic fortress. At the apex of Fortress Mechanotus is Meldrath's Majestic Mansion, the heart of a massive mechanomagical war machine. It is there that Meldrath himself resides.

### Faydwer

The Loping Plains occupy the central portion of Faydwer. Once a healthy habitat for a large variety of Tunare's creations, the Loping Plains has become cursed and twisted by the influence of a dark power. From the south the dark forces of the Bloodmoon Orc tribe creep out from Bloodmoon Keep, threatening to consume the land. Along the north coast are the Hills of Shade, a once lush landscape

now cursed by the fury of an angry goddess. Damned spirits of Humans and Elves roam through the ruins of their once-beautiful cities, cursed for eternity to replay the fateful actions of their final days. The powerful energy of the curse has drawn several visitors to the hills. A holy order of paladins hopes to clean the curse and free the damned spirits from their torment. Nearby, a conclave of necromancers hopes to harness the power of the curse and use it for their own malicious plans.



## EverQuest Secrets of Faydwer Credits

### GAME DEVELOPMENT

#### *Producer*

Clint Worley, Chris Lena

#### *Project Manager*

Jose Araiza

### DESIGNERS

#### *Lead Designer*

Travis McGeathy

#### *Assistant Lead Designers*

Jason Mash, Ryan Barker,  
Holly Longdale

#### *Designers*

Jonathan Caraker, Harvey Burgess,  
Joe Russo, Keith Turkowski, Camile  
Abdnor, David Ford, James Bell,  
Alan VanCouvering, Ian Noble,  
Adam Hentenyi, Douglas Cronkhite,  
John Boomershine

### PROGRAMMERS

#### *Lead Programmer*

Terry Michaels

#### *Assistant Lead Programmers*

Alan Krause, Rusty Peltz

#### *Programmers*

Emrah Kostern, Curt Hurtung,  
Chris Hoover, Justin Hansen,  
Steven Klug

### ARTISTS

#### *Environments*

#### *Lead Environmental Artist*

John Roy

#### *Assistant Lead*

Allen Bond

#### *Artists*

Bobby Painter, Kevin Burns,  
Rob Cuenca, Meg Haufe,  
Shannon Parnell, Diane Gerard,  
Robert Collier, Clint Batac,  
Forrest Shepard, Ryan Zimmerman,  
Kevin Lydy

### CHARACTER ART

#### *Lead Character Artist*

Lance Thornblad

#### *Artist*

Eric Young

### MUSIC, SOUND & VIDEO

#### *Sound Design*

Chad Mossholder

### COMMUNITY MANAGEMENT

#### *Director,*

#### *Global Community Relations*

Alan Crosby

#### *Community Manager*

Lydia Pope

#### *Community Relations Coordinator*

Aimee Rekoske

#### *Community Content Manager*

Gordon Dapkus

### STUDIO MANAGEMENT

#### *Studio One Executive Assistant*

Bianca Diaz

### CUSTOMER SERVICE & QUALITY ASSURANCE

#### *Executive Director,*

#### *Global Quality Assurance*

Tony Rado

**Sr. Quality Assurance Manager**  
Rob Thompson

**Project Supervisor**  
Andrew Lamp

**Quality Assurance Supervisors**  
Christopher Fritchhoff, Ryan Wells,  
Ryan Antonelli, Taylor Haley

**Technical Liaisons**  
Andrew Baker, David Avram

**Quality Assurance Lead**  
Jason Good

**Quality Assurance Analysts**  
Mike Rose, Kris Kleinow, Tom  
Chrobak, Karl Diaz, Brian Tickson,  
Ed Hardin, Rich Sobehrad,  
Joshua Sanchez, Amanda Rea

**Additional Testing**  
Eric Smith, Robert Warren,  
James Rackliffe

**Compatibility Lab Lead**  
Jason Zimmerman

**Compatibility Lab**  
Tony Nguyen, Francis Cancio,  
Branden Keller

**Sr. International Training Manager**  
Paul Venuti

**Training Supervisor**  
David Carey

**Training Specialist**  
David Schmidt

**International Quality Assurance Manager**  
Gary Matthews

**Executive Director, Global Customer Service**  
Brad Wilcox

**Executive Assistant**  
Michelle De Villiers

**Customer Service Manager**  
Satao Minami

**Technical Support Supervisor**  
Scott Dale

**Technical Support Subject Matter Expert**  
Joel Calland

**Sr. Technical Support Representatives**  
Eric Rabelas, Bill Corning

**Technical Support Representatives**  
Eric Rabelas, Bill Corning,  
Tony Flores, Dennis Gonzalez,  
Richard Mobbs, Chris Leisure,  
Darwin Bigornia, Edward Ranf,  
Mario Nunez, Matthew Hodgson,  
Aaron Neville, Eric Escobedo,  
Jeremiah Jackson, Eric Tran,  
Philip Robinson, Andrew Kuttor,  
Brian Vettrains, Daniel Tucker

**In-Game Customer Service Manager**  
Richard Schmelter

**Lead Game Masters**  
Darlene Girts, Geoff Kressel

**Game Masters**  
Tamara Antonelli, Lana Aprill-Rush,  
Kevin Badenhop, Andrew Bell,  
Juan Cardenas, Miguel Espinoza,  
Michael Ford, Richard Granback,  
Chad Hartmann, Amy Leo,  
Jason Leo, George Long,  
Charles Mastrangelo, Ben Norris,  
Gary Panther, Robert Robertson,  
Greg Sodeman, Jeff Tarzia,  
Michael Vigil, Omer Zakay

**SALES & MARKETING**  
**Sr. Vice President, Sales & Marketing**  
Torrie Dorrell

**Sr. Vice President, Sales**  
Don Vercelli

**Vice President, Marketing**  
Michael Lustenberger

**Director, Global Brand Marketing**  
Laura Naviaux

**Sr. Global Brand Manager**  
Tim Granich

**Associate Brand Manager**  
Matt Penfield

**Sr. Director, Corporate Communications**  
Courtney Simmons

**Public Relations Manager**  
Michael Shelling

**Junior Publicist**  
Taina Rodriguez

**Web Presence Director**  
Jacob Robinson

**Web Presence Producer**  
Steve Fuller

**Marketing Team**  
Jen Belfield, Nabil Debira,  
Virginia Felix, Steve Gefrom,  
Rob Liguori, Brian Patience,  
Dawn Smith, Tiffany Spence,  
Phil Tish, Chris Vine,  
Johnny Waterman, Lauren Zeiger

**TECHNICAL OPERATIONS**  
**Vice President, Technology and Infrastructure**  
Mark Rizzo

**Director, SOE Security**  
Bryan Blank

**Manager, Operations**  
John Shireling

**Operations Team Leads**  
Thomas Delzer, and Eric Flynn

**Operations Team**  
Ben Cohee, Ron Corning, Manuel  
Deramos, Robert Maul,  
Gary Neffendorf, Chris Richard,  
Chris Trichel, Jesus Zarzosa

**Director, Production Systems**  
Mark Preston

**Manager, Production Systems**  
Deon Mitton

**Production Systems Team**

Thomas Jackson, Sid Jaffee, Kirk Lightfoot, Vee Prasouvo, Al Tobey

**Director, Service Architecture**

Colin Dupre

**Manager, Network Engineering**

Brett Hawn

**Network Engineering Team**

Kevin Crislip, Roger Sewell

**Director, Office Systems**

Jeff Bolaris

**Office Systems Team**

Lisa Doleshal, Domenico Scaduto, Felicity Santo, Loren G. Skeels, Nate Wright

**Manager, Operational Engineering**

Ted Garrington

**Operational Engineering Developers**

Ogi Boras, Chad Folz, Greg Herzbrun, Gordon Tetlow, Ben Cole, Clint Urbanek

**PLATFORM SERVICES**

**Vice President, Platform Operations**

David Dhunjishaw

**Manager,**

**Platform Quality Assurance**

Enrico Bernardo

**Platform Quality Assurance**

Matthew Meyer, Stephanie Bogart, Eleonor Larsson

**Platform Creative Director**

Nathan Pearce

**Platform Creative Designer**

Mark Decker

**Platform Web Artists**

Kyle Blackman

**Director, Platform Engineering**

Nari Gopala

**Platform Engineers**

Bob Kline, Mike Madigan, Raymond Zhang, Paul Christenson, Jeff Jones, Casey Winn, Ben Babeshkin, Tim Cox

**Platform PMO Manager**

Robin Goldie

**Platform Project Managers**

Bonnie Davison, Jenne McPherson

**Database Services Director**

David Green

**Database Developers**

Kathryn Graham, Donyl Cruz

**Director,**

**Platform Product Management**

Greg Short

**Platform Product Managers**

David Bennett, Tony Kodis

**LEGAL DEPARTMENT**

**Vice Presidents,**

**Legal & Business Affairs**

Rick Herman, Steve Weiss

**Director, Legal & Business Affairs**

Kelly Conway

**Legal Coordinator &**

**Contracts Administrator**

Olivia Malmstrom

**Legal Executive Assistant**

Melissa Morris

**PRODUCT DEVELOPMENT**

**Director, Artistic Development**

Joe Shoopack

**Project Management**

Mike Gaylord, Ty Keith

**EXECUTIVE STAFF**

**Chairman of the Board**

Yair Landau

**President**

John Smedley

**Chief Operating Officer**

Russell Shanks

**Sr. Vice President, Business Development and Operations**

John Needham

**Chief Technology Officer**

Chris Yates

**Exec. Vice President, Legal & Business Affairs and General Counsel**

Andy Zaffron

**Vice President, Finance**

Ken Dopher

**Executive Assistants**

Bianca Diaz, Marsha Gygas, Pam Impson, Christine Lena

**Special Thanks**

*The EverQuest development team would also like to say thank you to our families and friends for all of their support.*

## EVERQUEST® USER AGREEMENT AND SOFTWARE LICENSE

THIS AGREEMENT DESCRIBES THE TERMS ON WHICH SONY ONLINE ENTERTAINMENT LLC (“SOE”) OFFERS YOU ACCESS TO AN ACCOUNT (THE “ACCOUNT”) TO PLAY THE *EverQuest* FANTASY ONLINE ROLE PLAYING COMPUTER GAME AND ANY EXPANSION PACKS (INDIVIDUALLY AND COLLECTIVELY, THE “GAME”). BY PRESSING THE “I ACCEPT” BUTTON, YOU ACCEPT THE TERMS AND CONDITIONS BELOW. BY PRESSING THE “DECLINE” BUTTON, YOU DECLINE OUR OFFER, IN WHICH CASE YOU SHOULD CONTACT YOUR PLACE OF PURCHASE REGARDING ITS RETURN POLICY FOR THE APPLICABLE PRODUCT. If you have any questions regarding these terms and conditions, please contact customer service at [eqmail@soe.sony.com](mailto:eqmail@soe.sony.com).

1. Accounts are available only to adults or, in their discretion, their minor child. If you are a minor, your parent(s) or guardian(s) must complete the registration process, in which case they will take full responsibility for all obligations under this Agreement. By clicking the “I Accept” button and providing us with a credit card number, you represent that you are an adult and are either accepting this Agreement on behalf of yourself or your child. You may not transfer or share your Account with anyone, except that if you are a parent or guardian, you may permit one child to use the Account instead of you (in which case you may not use that Account). You are liable for all activities conducted through the Account, and parents or guardians are liable for the activities of their child. Corporations and other entities are not eligible to procure Accounts.

2. To play the Game, you must (a) purchase or receive through an SOE-authorized promotional offer (such as an authentic disc bundled with a game magazine) the Game DVD-ROM (the “Disc”) or applicable files which we may make available for direct download, which includes software required for the Game (the “Software”), (b) have a fully paid Account, and (c) have an Internet connection (which we do not provide) to access your Account. In addition to any fees described herein, you are responsible for paying all applicable taxes (including those we are not required to collect) and for all hardware, software, service and other costs you incur to access your Account. Neither this Agreement nor your Account entitles you to any subsequent releases of the Software, nor to any expansion packs or similar ancillary products, without paying applicable charges. You understand that we may update or otherwise enhance the Software at any time and in doing so incur no obligation to furnish such updates to you pursuant to this Agreement.

3. We may amend this Agreement at any time in our sole discretion. Amendments shall be communicated to you at the time you log into your Account. Such amendments shall be effective whenever we make the notification available for your review.

4. Upon registration, you must select a password. You may not disclose your password to any third party. We never ask you for your password by telephone or email, and you should not disclose it this way if someone asks you to do so. Although we may offer a feature that allows you to “save” or “remember” your password on your hard drive, please note that by using this feature third parties may be able to access your computer and thus your Account.

5. We describe our fees and billing procedures at a hotlink located at [www.EverQuestlive.com](http://www.EverQuestlive.com), which are incorporated by reference. All fees are stated in U.S. Dollars unless otherwise specified. All fees are prepaid and non-refundable. Upon your acceptance of these terms, we have the right to automatically charge your credit card the Account fee plus any applicable taxes we are required to collect, and you authorize us to do so. Thereafter, each time your Account comes up for renewal, we have the right to charge your credit card the then-current renewal rate plus any applicable taxes we are required to collect, and you authorize us to do so. If we are unable to process your credit card at a renewal period, your Account may be immediately terminated. If we make a Game Card available and you use a Game Card to pay for your Account, the Game Card shall activate your Account for the period stated on the Game Card and, thereafter, you will either need to provide a valid credit card (in which case your credit card will subsequently be charged as referenced above) or purchase another Game Card for subsequent subscription periods, or your Account will be closed. You may terminate your Account at any time through the Account registration process. If you terminate your Account during your initial free period, if any, your account will be closed at the end of the free period and you will not be billed. If you terminate your Account during any subscription cycle, your Account will be closed at the end of the then-current cycle and you will not be billed again unless you affirmatively reopen the Account. We do not give full or partial refunds for subscription periods that you have purchased.

6. We may terminate this Agreement (including your Software license and your Account) and/or suspend your Account immediately and without notice if you breach this Agreement or repeatedly infringe any third party intellectual property rights, or if we are unable to verify or authenticate any information you provide to us, or upon gameplay, chat or any player activity whatsoever which we, in our sole discretion, determine is inappropriate

and/or in violation of the spirit of the Game as set forth in the Game player rules of conduct, which are posted at a hotlink at [www.EverQuestlive.com](http://www.EverQuestlive.com). If we terminate this Agreement or suspend your Account under these circumstances, you will lose access to your Account for the duration of the suspension and/or the balance of any prepaid period without any refund. We may also terminate this Agreement if we decide, in our sole discretion, to discontinue offering the Game, in which case we may provide you with a prorated refund of any prepaid amounts.

7. Subject to the terms of this Agreement, we hereby grant to you a non-exclusive, non-transferable, revocable license to use the Software solely in connection with playing the Game via an authorized and fully-paid Account. You may not copy (except to make one necessary back-up copy), distribute, sell, auction, rent, lease, loan, modify or create derivative works, adapt, translate, perform, display, sublicense or transfer all or any portion of the Software. You may not copy any of the written materials accompanying the Software. You may not reverse engineer, disassemble or decompile the Software except to the extent that this restriction is expressly prohibited by applicable law. The Software may contain license management software that restricts your use of the Software.

8. We and our suppliers shall retain all rights, title and interest, including, without limitation, ownership of all intellectual property rights relating to or residing in the Disc, the Software and the Game, all copies thereof, and all game character data in connection therewith. You acknowledge and agree that you have not and will not acquire or obtain any intellectual property or other rights, including any right of exploitation, of any kind in or to the Disc, the Software or the Game, including, without limitation, in any character(s), item(s), coin(s) or other material or property, and that all such property, material and items are exclusively owned by us.

9. You may not use any third party software to modify the Software to change Game play. You may not create, facilitate, host, link to or provide any other means through which the Game may be played by others, such as through server emulators. You may not take any action which imposes an unreasonable or disproportionately large load on our infrastructure. You may not buy, sell or auction (or host or facilitate the ability to allow others to buy, sell or auction) any Game characters, items, coin or copyrighted material.

10. To obtain an Account, you will be required to choose both a login name and a player name. While you are encouraged to use a pseudonym, especially if you are a minor, you may not pick a name that violates anyone’s trademarks, publicity rights or other proprietary rights.

11. As part of your Account, you can upload content to our servers in various forms, such as in the selections you make for the Game and in chat rooms and similar user-to-user areas (collectively, your “Content”). Your Content shall not: (a) infringe any third party intellectual property, other proprietary or publicity/privacy rights; (b) violate any law or regulation; (c) be defamatory, obscene, child pornographic or harmful to minors; or (d) contain any viruses, trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. We may take any action with respect to your Content if we believe it may create liability for us or may cause us to lose (in whole or in part) the services of our ISPs or other suppliers. You hereby grant to us a worldwide, perpetual, irrevocable, royalty-free, sublicenseable (through multiple tiers) right to exercise all intellectual property rights, in any media now known or not currently known, associated with your Content.

12. We cannot ensure that your private communications and other personally identifiable information will not be disclosed to third parties. For example, we may be forced to disclose information to the government or third parties under certain circumstances, or third parties may unlawfully intercept or access transmissions or private communications. Additionally, we can (and you authorize us to) disclose any information about you to private entities, law enforcement or other government officials as we, in our sole discretion, believe necessary or appropriate to investigate or resolve possible problems or inquiries. You agree that we may communicate with you via telephone, email and any similar technology for any purpose relating to the Game, the Software and any services or software which may in the future be provided by us or on our behalf. You expressly permit SOE to upload CPU, operating system, video card, sound card and memory information from your computer to analyze and optimize your Game experience, improve and maintain the Game and/or provide you with customer service. Furthermore, if you request any technical support, you consent to our remote accessing and review of the computer you load the Software onto for purposes of support and debugging. You may choose to visit [www.EverQuestlive.com](http://www.EverQuestlive.com) or [www.station.sony.com](http://www.station.sony.com), SOE’s web sites (“The Station”) if such web sites offer services such as an *EverQuest* game themed chat room or other services of interest to you. You are subject to the terms and conditions, privacy customs and policies of SOE while on such web sites and in connection with use of your Account and the Game, which terms and conditions, policies and customs are incorporated herein by this reference. Since we do not control other web sites and/or privacy policies of third parties, different rules may apply to their use or disclosure of the personal information you disclose to others. Solely for the purpose

of patching and updating the Game, you hereby grant us permission to (i) upload Game file information from the Game directory and (ii) download Game files to you. You acknowledge and agree that we may transfer Game and your Account information (including your personally identifiable information and personal data) to the United States or other countries or may share such information with our licensees and agents in connection with the Game.

13. WE PROVIDE THE DISC, THE SOFTWARE, THE ACCOUNT, THE GAME AND ALL OTHER SERVICES "AS IS." WE AND OUR SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Without limiting the foregoing, we do not ensure continuous, error-free, secure or virus-free operation of the Disc, the Software, the Game, your Account or continued operation or availability of any given server. Some states do not allow limitations as to how long an implied warranty lasts and/or exclusions or limitations of consequential damages, so the above limitations and/or exclusions of liability may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights which vary from state to state.

We are not liable for any delay or failure to perform resulting from any causes beyond our reasonable control. Further, we cannot and do not promise or ensure that you will be able to access your Account whenever you want, and there may be extended periods of time when you cannot access your Account.

14. IN NO EVENT SHALL WE, OUR PARENT, OUR AFFILIATES OR OUR SUPPLIERS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY LOST PROFITS OR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (HOWEVER ARISING, INCLUDING NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH THE POSSESSION, USE, OR MALFUNCTION OF THE SOFTWARE, YOUR ACCOUNT, THE GAME, THE SOFTWARE OR THIS AGREEMENT. OUR LIABILITY TO YOU OR ANY THIRD PARTIES IS LIMITED TO \$100. Some states do not allow the foregoing limitations of liability, so they may not apply to you.

15. You shall comply with all applicable laws regarding your use of the Software, your access to your Account and your playing of the Game. Without limiting the foregoing, you may not download, use or otherwise export or re-export the Software except in full compliance with all applicable laws and regulations, including, without limitation, the laws of the United States.

16. This Agreement is governed in all respects by the laws of the State of California as such laws are applied to agreements entered into and to be performed entirely within California between California residents. The UN Convention on Contracts for the International Sale of Goods is expressly disclaimed. Both parties submit to personal jurisdiction in California and further agree that any cause of action relating to this Agreement shall be brought in the County of San Diego, State of California (if under State law) or the Southern District of California (if under federal law). If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. You may not assign or transfer this Agreement or your rights hereunder, and any attempt to the contrary is void. This Agreement sets forth the entire understanding and agreement between us and you with respect to the subject matter hereof. Except as provided herein, this Agreement may not be amended except in a writing signed by both parties.

17. All services hereunder are offered by Sony Online Entertainment LLC, located at 8928 Terman Court, San Diego, California 92121. Our phone number is (858) 537-0898. Current rates for using the Game may be obtained from a hotlink at [www.EverQuestlive.com](http://www.EverQuestlive.com), and such rates are subject to change at any time. If you are a California resident, you may have this same information emailed to you by sending a letter to the foregoing address with your email address and a request for this information.

The Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs may be contacted in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

Parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. If you are interested in learning about these protections, information is available at <http://www.worldvillage.com/vw/school/html/control.htm> or other similar sites providing information on such protections.

The Software is a "commercial item" if acquired under agreement with the U.S. Government or any contractor therewith in accordance with 48 CFR 12.212 of the FAR and, if acquired for Department of Defense (DoD) units, 48 CFR 227-7202 of the DoD FAR Supplement, or any succeeding similar regulations.