



Jagex Terms and Conditions, EULA, PP

Terms and Conditions

Version 0.6

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1. Introduction

These terms and conditions of use, together with our [privacy policy](#), [rules of conduct](#), [end-user licence agreements for authorised software][end-user licence agreements for authorised software](#) ("EULA") and all supplemental terms (as amended from time to time), other documents and policies that are expressly referenced in these terms and conditions (the "Terms"), govern your use of any Jagex Products (as defined below) made available by Jagex to you ("you"/"yours").

The Jagex Product (as defined) is made available to you in accordance with these Terms by Jagex Limited ("Jagex", "we", "our", "us"), a company registered in England and Wales (registered number 3982706), and whose registered office is at 220 Science Park, Cambridge, CB4 0WA, United Kingdom. Our VAT number is 791 951 784.

Please read these Terms carefully. These Terms form a legally binding contract between you and us. By downloading, browsing, installing, accessing or using a Jagex Product in any way, you agree to be bound by these Terms. If you do not agree to be bound by these Terms you should not create an account ("Account") in relation to the Jagex Product or download, install, browse, use or access the Jagex Product. If you have created an Account or used or downloaded a Jagex Product, but do not agree to these Terms, you should immediately discontinue your use of the Jagex Product, cancel your Account and uninstall it from your device.

To use the Jagex Product you may be required to comply with third-party platform operator terms (e.g., Apple's App Store or Google's Play Store terms). If you are accessing any Jagex Product via any third-party platform then these Terms shall apply in respect of your use of the Jagex Product, in addition to any terms and conditions imposed by such third party platform.

PLEASE KEEP A COPY OF THESE TERMS FOR FUTURE REFERENCE. YOU SHOULD CHECK THESE TERMS EVERY TIME YOU USE A JAGEX PRODUCT AS WE MAY CHANGE THESE TERMS AT ANY TIME IN ACCORDANCE WITH THE PROCESS SET OUT AT SECTION 3 BELOW.

2. Definitions

"Jagex Product(s)" means the applicable mobile and online PC platform versions of the games 'RuneScape' (also known as 'RuneScape 3' or 'RS3') and 'Old School RuneScape' (also known as 'OSRS') and such other games and platform versions as Jagex may make available to you from time to time (whether existing now or in the future) pursuant to these Terms and which shall include any authorised software needed to operate these games and access the platforms, all updates, additional content and localised versions thereof and any other related products, websites, applications or services made available by Jagex). THE ONGOING SUPPLY OF ANY PARTICULAR JAGEX PRODUCT IS NOT GUARANTEED. SOME JAGEX PRODUCTS HAVE AGE RESTRICTIONS.

References to **"Stopping"** or to **"Stop"** an Account includes temporarily or permanently disabling, suspending, banning or muting an Account. If your Account is muted, you can continue to play but will not be able to use free text chat. If your Account is disabled or banned, you will not be able to access your Account and any licenses previously granted to you to use the Jagex Products will be either temporarily or permanently revoked. THIS MEANS YOU WILL LOSE YOUR ACCOUNT, CHARACTERS AND ANY IN-GAME ITEMS OR CURRENCY. SUBSCRIPTION CREDIT CONTINUES TO EXPIRE IF ACCOUNTS ARE STOPPED. More information about when Jagex may Stop your Account can be found in section 11 of these Terms.

"Subscriber" is used to describe a user of a Jagex Product who pays a fee to obtain enhanced features of that Jagex Product. More information about subscriptions can be found in section 12 of these Terms.

"User Content" means all information of any kind (including remarks, suggestions, ideas, graphics, text, images, video, information and messages) communicated, posted, uploaded, or sent by users (whether Subscribers or free players) on or in connection with Jagex Products (including any user content created in game such as the particular appearance of a character). Jagex Products may include social elements which permit players to come into contact with and chat to other players. Messages exchanged between players, whether in private in-game messaging or public forums, are included within this definition of User Content.

"Virtual Currencies" is used to describe the in-game currencies that can be purchased in certain Jagex Products. More information can be found in section 13 of these Terms.

Other terms are defined in context below.

3. Changes to these Terms

We may change these Terms to reflect: (a) changes in applicable laws; (b) regulatory or security requirements; (c) relevant guidance or codes of practice; (d) technical alterations to Jagex Products; (e) to improve clarity and consistency; or (f) for any other reason within the sole discretion of Jagex.

Please check the Terms whenever you use a Jagex Product. We will treat your continued use of a Jagex Product as acceptance of any changes made to the Terms from the previous version. If you do not agree with

the changes you should cancel your Account and if applicable subscription before the renewal date.

4. Preteens and users under 18

Jagex Products have age restrictions which prevent users who are under 13 years of age from creating an Account. You may not create an Account or use the Jagex Product if you are under the age of 13 and it is a violation of our Terms to register an Account on behalf of someone under this age. Where an applicable age rating body (e.g. PEGI, ESRB, USK) or platform (e.g. Apple, Google Play) classifies a particular Jagex Product as suitable to be played only by users of a specified age above 13 years old, then in such circumstances, users (even if Account holders) below this classified age shall not be entitled to play, use or access the particular Jagex Product until they have reached the specified age classification. In all other circumstances, for users between 13 and 18 years of age, subject to the exceptions set out above and the laws of your country of residence (including the applicable age rating classification allocated to the Jagex Product by the relevant age rating authority and/or platform) and you obtaining your parents'/guardians' prior consent, you will be entitled to use the Jagex Products.

We do not knowingly collect or store any personally identifiable information from children under 13. If we find out that any personally identifiable information we have collected is from someone under 13, we will Stop the Account.

If you are under 18, by using the Jagex Product you are representing (i.e. making a promise) that you have consent from your parents/guardian to use Jagex Products in accordance with our Terms. We may Stop any Account if we are not satisfied that such consent has been given. You and your parent(s) or guardian(s) must review these Terms together. Parents and guardians are responsible for the acts of children under 18 years of age when using the Jagex Products. We recommend that parents and guardians familiarize themselves with parental controls on devices they provide their child.

If we are told by a parent/guardian that their child has misrepresented their age when registering for Jagex Products, we will Stop the Account provided we have information which satisfies us that the reporting person is indeed the parent or guardian of that child.

Parents can find more information about Jagex Products and how to contact us in the [Parents' Guide](#)

5. Safety and abuse

Before using any Jagex Product you should read the [safety information](#).

Parents of those users under the age of 18 should also review this information.

You should be aware of the potential risks of using a service which includes extensive User Content. User Content may be inaccurate, out of date or otherwise inappropriate. We cannot guarantee that users will comply with our Terms, rules or otherwise behave appropriately. You should not assume that a person is who he or she claims to be. In your own interests, you should not attempt to contact any user outside a Jagex Product.

If you are the victim of offensive or inappropriate behaviour or receive any other unwanted communications, you

should report such inappropriate behaviour to us via the in game "Report abuse" button as well as seeking appropriate external help, for example from parents or law enforcement authorities. If you continue to suffer problems, or are not satisfied, then you must stop using the relevant Jagex Products. Alternatively, please contact our [customer support team](#)

We are under no obligation to actively monitor and/or moderate User Content. We do however undertake very limited monitoring detailed below.

Anti-Cheat Technologies

We may use anti-cheat technologies in relation to the Jagex Products. When you connect online to a game server, these technologies may activate and monitor your game play, the files on your computer associated with the Jagex Product or that otherwise access our servers, and your computer's memory, purely for the purposes of detecting and preventing cheating.

If any of these anti-cheat technologies detect cheating, we may collect relevant information necessary for our investigation and enforcement purposes, including your Account name, details about the unauthorized third party program and the Jagex Product files modification detected, and the time and date it was detected. We also may terminate these Terms, your access to the Jagex Products, and your Jagex Account if we determine you have been cheating.

Chat Monitors

We do not actively monitor chat between users. We have systems that monitor chat for certain keywords and provide us with a selection of high-risk User Content to review.

Further we review any chat that contains phrases supplied to us by the Internet Watch Foundation and relate to child protection issues or where a user indicates in chat that they are under 13 years old.

We also review chat logs if we have a reasonable suspicion that a user may be contemplating suicide or harming other users or third parties.

We may supply chat logs to relevant civil and criminal authorities in line with our Privacy Policy.

6. Your account and license

To use many features of Jagex Products, we require you to create an Account and, in relation to some platform versions of Jagex Products, download and/or, install certain authorised software on your device. You may be required to create an Account before downloading and installing any software. We grant valid Account holders a non-exclusive, non-transferable, non-sub-licensable, personal, limited license, which can be revoked at any time, to access and use the Jagex Products and (as applicable) to download and use our software and install the Jagex Products on a device and to connect to our servers solely to use Jagex Products for personal and non-commercial purposes and subject at all times to your strict compliance with these Terms. To be clear, we consider the creation of an Account in order to access any authorised software in order to understand,

decompile, reverse engineer, copy, reproduce, or transmit such authorised software as being outside the scope of “personal and non-commercial use”. We reserve all other rights, including all right, title and interest in the Jagex Products and associated intellectual property rights. You may not otherwise use, decompile, reverse engineer, copy, reproduce, transmit, publicly perform, distribute, commercially exploit, adapt, translate, modify, bundle, merge, share or make available to any person, or create derivative works of the Jagex Product. Further you may not use any automation tools, macros, bots, auto-typers and tools to circumvent any technical mechanisms or protections in place, share, sell or buy any other Accounts, or participate in any way whatsoever in any real-world trading, use multiple Accounts to break any of these Terms, exploit any known faults or bugs in the Jagex Products or authorised software, impersonate any employee, officer or agent of Jagex, persuade or attempt to persuade (including procuring others to persuade) other users to share any Account information, run or attempt to run any types of games of chance whether in the Jagex Product or in the real world using any part of the Jagex Product (including any Virtual Currencies); encourage others whether directly or indirectly to break any of these Terms; use inappropriate language or behaviour including any action that may be considered offensive, racist, obscene, discriminatory; nor ask for any personal details of other users; advertise other websites in the Jagex Product or any Jagex authorised forums or social media platforms.

Except as provided in these Terms, use of the Jagex Product does not grant you any right, title, interest or license to any such intellectual property you may access through the Jagex Products. Except as provided in these Terms, any use or reproduction of the Jagex Products or intellectual property therein is strictly prohibited.

THE JAGEX PRODUCTS AND ANY ASSOCIATED SOFTWARE ARE LICENSED TO YOU, NOT SOLD. YOUR LICENSE CONFERS NO TITLE OR OWNERSHIP TO THE JAGEX PRODUCTS OR SOFTWARE.

When setting up an Account for a Jagex Product, you may be asked to choose a username that will be used to identify you to other users. For example, a Jagex Product character name. You must not choose a username that infringes the rights of any third party, impersonates Jagex staff or other users, which is deliberately confusing, offensive, racist, obscene, hurtful, unlawful or otherwise inappropriate or which breaches the username requirements specified in the applicable rules relating to the Jagex Product. We reserve the right (at our sole and absolute discretion), to change any username for any reason or take such other action as we believe appropriate.

You agree to keep your password safe at all times and not to disclose it to any other person. You are fully responsible for all activities on your Account (including the activities of all persons who use your password to gain access to your Account or who use the device on which the Jagex Product or related software is installed and/or downloaded) and for complying with any licences granted in these Terms and for any software. You are expressly prohibited from allowing anyone else to use your Account or to play or access the Jagex Product on your behalf. We reserve the right to Stop immediately your Account if someone else uses it. To help ensure the safety of your password, you must keep your computer and/or device (as applicable) free of viruses and other malicious code including Trojans, worms, time bombs, malware and spyware. You must use your password in accordance with the password requirements specified in the rules of the Jagex Product. **REAL JAGEX STAFF WILL NEVER ASK YOU FOR YOUR PASSWORD.**

We do not guarantee Jagex Products will be secure or free from bugs or viruses.

You must not attempt to gain unauthorised access to the Jagex Product, the server on which the Jagex Product is stored, or any server, computer or database connected to the Jagex Product. You must not attack the Jagex Products via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act (1990). We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them in accordance with our Privacy Policy. In the event of such a breach, your right to use and licenses granted in these Terms to the Jagex Product will cease immediately without notice from us.

If you believe that someone has stolen your password or you believe you have lost or had stolen the device upon which the Jagex Product or related software is installed or accessible or you believe that someone other than you has gained access to your Account, you should immediately submit an Account recovery request via the Jagex Product's main menu.

You will remain responsible for your Account until you have notified us.

7. Intellectual property rights, ownership and restrictions

Jagex & reg;, RuneScape & reg;, and Old School RuneScape & reg; are registered and/or unregistered trademarks of Jagex Limited in the United Kingdom, the United States and other countries. The names, brands and logos of all other videogames published by Jagex, whether existing now or in the future, are either the registered and/or unregistered trademarks of Jagex Limited or owned by third-parties and used under licence by Jagex.

You must not create or provide any other means by which any Jagex Product may be played by others (including, without limitation, replacement or modified client/server software or server emulators). Please note that any such activity may constitute civil wrongs and/or criminal offences, and we reserve the right to take such action as appropriate in the circumstances should we become aware that such offences are being committed.

Materials (including without limit all information, software, data, text, photographs, graphics, sound and video) placed on any Jagex Product by us, or on our behalf, are protected by our (or our business partners/suppliers/advertisers or licensors) copyright and other intellectual property rights. You may not use these materials or any Jagex Product except in accordance with these Terms and for personal and non-commercial use only.

You acknowledge that all intellectual property and other rights in any Jagex Product, including without limitation any game character, Account, content, Virtual Currency and virtual items in the Jagex Products are and will remain the property of Jagex and/or its licensors. As part of the license granted under these Terms, you are only granted limited non transferrable, non-sub-licensable permission (which can be revoked at any time) to use such content or Jagex Product, subject to and in accordance with these Terms and solely for your personal and non-commercial use.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL HAVE NO OWNERSHIP, TITLE OR OTHER PROPRIETARY INTEREST IN ANY JAGEX

PRODUCT OR ACCOUNT, AND YOU FURTHER ACKNOWLEDGE AND AGREE THAT ALL RIGHTS IN AND TO AN ACCOUNT ARE AND SHALL FOREVER BE OWNED BY AND INURE TO THE BENEFIT OF JAGEX. Jagex does not permit any: (a) transfers of virtual items or Virtual Currency which take place outside the rules of a Jagex Product; or (b) transfers of Accounts; or (c) sale, gift or trade in the real world of anything that appears or originates in a Jagex Product.

Jagex reserves the right to stop offering a Jagex Product or a particular part of a Jagex Product at any time either permanently or temporarily, at which point any license granted to you to use the Jagex Product or a part thereof will be automatically terminated or suspended and your Account Stopped. In such event, Jagex shall not be required to provide refunds, benefits or other compensation to users in connection with such discontinued elements of the Jagex Product unless required by law.

8. Game Rules

You must comply with the current version of any rules, guidelines, codes of conduct or instructions specified in any Jagex Product including our game rules, the current version of which for each Jagex Product are linked below ("Game Rules"). The Game Rules are expressly incorporated into these Terms. Any use of a Jagex Product not in accordance with the Game Rules exceeds the scope of the license granted by these Terms and is prohibited.

RuneScape Rules are [here](#)

Old School RuneScape Rules are [here](#)

9. User Content

You acknowledge that you will be responsible for whatever User Content you submit and you, not Jagex, will have full responsibility for the User Content, including its legality, reliability, appropriateness and originality and compliance with all applicable laws and regulations. You will comply with and be bound by the Terms relating to User Content, as set out in section 10 below.

We reserve the right without notice or refund, to monitor, record, suspend, remove or delete User Content and/or suspend or permanently disable your Account and/or to disclose to the relevant authorities any User Content if: (a) it is the subject of a complaint; (b) if we consider or suspect that that it breaches or may breach our Terms (including our content standards policy) or the rules of a Jagex Product (including the Game Rules); (c) if we consider that such steps are necessary to protect us or others; (d) a criminal act or civil wrong has been committed; or (e) we are required to do so by law or an appropriate authority.

If you wish to notify Jagex of a complaint in relation to User Content (including an allegedly defamatory statement), whether contained, as applicable, on our website, or in relation to a Jagex Product in any format and you believe such User Content, breaches the Terms set out in section 10, please email our [customer support team](#) and you will need to provide the following information:

1. Your contact details, including your full name, player name (if applicable), your postal address, telephone number and email address.
2. The full details of the material complained about and the reasons for the complaint.
3. The exact and full url where you found the material and a screenshot of the in-game material.
4. If the request relates to copyright or other intellectual property, provide proof that you are the rights holder and a statement that, under penalty of perjury, you are the rights holder or an authorised representative of the rights holder.

You have the ability to remove User Content which you have posted on a Jagex Product forum. This can be done through the editing features within the Jagex Product. If you would like assistance with this, please contact Jagex via the customer support section of the relevant Jagex Product website, application or device as applicable. You should be aware that removing User Content from public display may not ensure the complete or comprehensive deletion of the posted User Content.

10. Content standards policy

You shall ensure that all User Content created or posted by you satisfies the requirements set out in this section 10. These requirements apply in addition to our web page specific User Content policies, such as any policies on Jagex forum posts, in-game chat and private messaging or other policies published on our websites from time to time.

In addition to agreeing to comply with the letter of these provisions, you also undertake to comply with the spirit behind it. You must not encourage or assist any other user to breach these provisions. You are solely responsible for your User Content including any User Content you place on any wiki or forum or other third-party content sharing or social site.

User Content:

*** Must:**

- * be accurate, complete, uploaded or sent in good faith and compliant with all applicable laws, regulations and codes of conduct; and
- * only be uploaded or sent if you own the rights in such content, have appropriate permission from the rights owner, or are otherwise authorized by law.

*** Must Not:**

- * be obscene, hateful, inflammatory, threatening, intentionally misleading, harassing, sexually explicit or deceptive or fraudulent in anyway;
- * promote violence or discrimination, promote or endorse any illegal activity or otherwise be objectionable;
- * be defamatory or an invasion of an individual's right to privacy;
- * infringe the intellectual property or other rights of any third party, including copyrights, trademarks, database

rights, any rights of confidentiality or any similar rights;

- * attempt to or purport to spread information that is false or inaccurate or misleading;

- * attempt to or purport to impersonate any person or misrepresent your identity, affiliation or connection to any other person;

- * include hyperlinks or connections to third party websites;

- * contain viruses, Trojans, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to affect the operation of any computer software, hardware or network;

- * reveal details that enable you or anyone else to be identified or contacted outside of the game (e.g. last name, postal/email address or telephone number);

- * have any commercial purpose;

- * involve junk mail, spam, pyramid selling or similar schemes; or

- * consist of any other content that, in our opinion breaches or may breach the spirit of or intention behind any of the above “must not”s.

You agree that by submitting any material of any kind to us (including but not limited to posting chat) for any purpose connected with any Jagex Product (for examples, suggestions and ideas for any game or contributions to any gallery page), you are giving us a non-exclusive, perpetual, irrevocable, transferable, sub-licensable, worldwide, royalty-free license to use, modify, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) publish and distribute such User Content for any purpose including the making available of such User Content to third parties, provided that Jagex may not use User Content in violation of the Privacy Policy. You agree to waive any moral rights to the extent permitted by law and that you will not withdraw the submission or attempt to make a charge for its use. Furthermore, you warrant and represent that you are the exclusive copyright and intellectual property rights holder in relation to the submission and that the submission in no way breaches the rights of any other person or entity.

Any User Content you upload to a Jagex Product will be considered non-confidential and non-proprietary. You warrant and represent that any User Content you upload is your original content, does not contain any third-party personal data, and that you have all necessary rights and consents to provide us with such User Content.

You undertake and acknowledge that you shall have no ownership or other proprietary interest in the Jagex Product or User Content that you create, except as expressly stated within these Terms. You undertake, acknowledge and agree that any interest in any elements of the User Content that represent, comprise, derive or are based upon any intellectual property rights which exist within the Jagex Product (including but not limited to any computer code, themes, objects, characters, character names, stories, dialogues, catch phrases, locations, concepts, artwork images, animation, sounds, musical compositions, audio-visual effects or text), including without limitation copyrights, trademarks and other intellectual properties therein and/or related thereto, whether or not registered or registerable, are owned by, or for the benefit of Jagex and its licensors.

11. Jagex Stopping your account

If, acting reasonably, we consider that:

1. Our Terms or any Jagex Product rules (including the Game Rules) - have or may have been breached or will be breached; and/or
2. there has been fraudulent, unlawful or abusive activity; and/or
3. it is necessary in order to prevent or stop any harm or damage to us, to any Jagex Product, to other players, the general public or to you (if for example we feel you are spending an excessive amount of money on virtual items and content relating to any Jagex Product) then:

In our sole discretion, we may at any time: (i) Stop (as defined above) any or all of your Accounts for Jagex Products; (ii) restrict access to any content-uploading or other feature of the Jagex Product or related services; and/or (iii) restrict access to or delete Virtual Currency or anything acquired by means of Virtual Currency. These actions may result in loss of real money paid in prohibited transactions, such as Account trading.

If we take any of the above action, you may have a right of appeal. Details can be found [here](#)

WE DO NOT GUARANTEE THE ONGOING SUPPLY OF ANY JAGEX PRODUCT OR THAT THE JAGEX PRODUCT AND ANY RELATED SERVICES AND CONTENT WILL BE AVAILABLE AT ALL TIMES, IN ALL LOCATIONS, OR AT ANY GIVEN TIME OR THAT WE WILL CONTINUE TO OFFER SUCH JAGEX PRODUCTS, RELATED SERVICES AND CONTENT FOR A PARTICULAR LENGTH OF TIME. UPON REASONABLE NOTICE TO YOU (AND WITHOUT REASON), JAGEX MAY STOP ANY ACCOUNT AND YOU ACKNOWLEDGE AND AGREE THAT YOU ARE NOT ENTITLED TO ANY REFUND FOR ANY AMOUNTS PAID IN CONNECTION WITH THE ACCOUNT.

Subscription and cancellations

You need a subscription to use certain features of Jagex Products. If you apply for a subscription, you must ensure all the information that you submit is true and accurate (including, without limitation, where requested, your credit/debit card number and expiration date, and other payment details) and that you have appropriate parental or guardian consent if you are under 18 years of age. You agree to pay all subscription fees specified when you apply including all applicable taxes. Unless otherwise stated, all prices shown for EU countries include VAT.

By submitting your order you are making an offer to subscribe to the relevant part of the Jagex Products. Your offer is accepted and a binding contract occurs when: (i) we send a message to your Account mail inbox confirming that your payment has been received, or (ii) you log into a Subscribers-only part of a Jagex Product (whichever comes first).

ALL SUBSCRIPTION PAYMENTS WILL CONTINUE TO BE TAKEN IN ADVANCE AT THE RELEVANT INTERVALS (E.G. MONTHLY IN THE CASE OF MONTHLY SUBSCRIPTIONS OR MONTHLY FOLLOWING AN INITIAL FREE TRIAL PERIOD WHERE INDICATED AND AGREED) UNTIL YOU CANCEL YOUR SUBSCRIPTION (SEE OUR CREDIT CARD AGREEMENT BY CLICKING ON THE LINK BELOW AND READ MORE ABOUT CANCELLING YOUR SUBSCRIPTION BELOW). RENEWAL PAYMENTS WILL BE TAKEN 3

DAYS BEFORE YOUR CURRENT SUBSCRIPTION PERIOD ENDS.

Payments by credit/debit cards are also subject to our [credit/debit card terms](#), which form part of these overall Terms.

We reserve the right to alter the amount or Terms of our subscription fees at any time. This will only apply to Subscribers, who, following the change, take out new subscriptions or re-subscribe (their previous subscriptions having expired) and specifically agree to the new fees/terms in accordance with these Terms. For existing Subscribers who subscribed prior to the change in the subscription fee amounts and/or terms being implemented, then provided the existing Subscriber's subscription has not expired or terminated or the nature and type of their subscription has not altered, such Subscribers will not be bound by such subsequent changes.

We reserve the right to charge you for any unauthorized use of your subscription by third parties.

Cancelling your subscription

You may cancel your subscription at any time by clicking the link [here](#) or visiting the Account management section on the menu screen of the Jagex Product.

Upon cancellation you will not be charged any further subscription fees. No payments already made in respect of subscriptions (including advance subscription payments made with periods remaining unused) or virtual currencies or items will be refunded (wholly or partly) but you can of course use up any unused subscription credit in the Account.

13. Virtual Currencies, micro-game credits and virtual items

In certain Jagex Products, you may be given the opportunity to purchase a license (or in our sole discretion, acquire a license as a free promotion) of: (i) Virtual Currencies, and/or (ii) credits that can be redeemed to play micro-games ("**Micro-Game Credits**"). Virtual Currencies and Micro-Game Credits can be redeemed (i.e. used) to acquire certain digital goods/services in the Jagex Product, which we describe below as "**Items**". If you obtain a license to use such Virtual Currency or Micro-Game Credits from Jagex, you must check that they have been correctly credited to your Account and tell us immediately if not. If you confirm you wish to purchase or acquire a license to such Virtual Currencies and Micro-Game Credits (as applicable), we will only be legally bound to provide you with such a license of the Virtual Currencies and Micro-Game Credits (as applicable) if we (or our third party operators) subsequently notify you of our acceptance in response to your confirmation and only once the Virtual Currencies and Micro-Game Credits are made available as part of the Jagex Product.

You agree that when you obtain your Virtual Currencies and/or Micro-Game Credits from us or our authorized partners, you receive a personal, limited, non-transferable, non-sub-licensable, non-exclusive, revocable license to access and select the rights and entitlements that Jagex expressly makes available to you associated with such Virtual Currencies and/or Micro-Game Credits and only in respect of the applicable Jagex Product. The Virtual Currencies and/or Micro-Game Credits are licensed to you and not sold. Any license granted is subject to your strict compliance with these Terms.

PLEASE TAKE NOTE THAT VIRTUAL CURRENCIES AND MICRO-GAME CREDITS ARE SUBJECT TO THE FOLLOWING VERY IMPORTANT RESTRICTIONS:

Virtual Currency and Micro-Game Credits may expire if they have not been redeemed within a certain period after acquisition, so you should redeem these as soon as possible. The expiry period is whatever we specify when you acquire the Virtual Currency or Micro-Game Credits or, if we haven't specified a time limit, twelve months from acquisition.

Virtual Currency and Micro-Game Credits can only be redeemed within the world of the relevant Jagex Product where you acquired them. Each Jagex Product may contain one or more Virtual Currencies or Micro-Game Credits and unless otherwise stated, each Virtual Currency or Micro-Game Credit is independent and is not exchangeable for any other Virtual Currency or Micro-Game Credit in the same Jagex Product. WE MAY AT ANY TIME IN OUR SOLE DISCRETION CHANGE OR REMOVE ANY ITEM WHICH CAN BE ACQUIRED USING VIRTUAL CURRENCY OR MICRO-GAME CREDITS, AS WELL AS CHANGE THE AMOUNT OF VIRTUAL CURRENCY OR MICRO-GAME CREDITS NEEDED TO ACQUIRE A PARTICULAR ITEM. You may only redeem Virtual Currency or Micro-Game Credits for Items on offer at the time of redemption.

Virtual Currency and Micro-Game Credits do not have any inherent monetary value and are not your own private property. When you purchase or acquire the license to use Virtual Currency or Micro-Game Credits, you do not own the Virtual Currency or Micro-Game Credits. Instead they constitute an element of your license in the relevant Jagex Product. Similarly, any Virtual Currency or Micro-Game Credits balance shown in your Account does not constitute a real-world balance or reflect any stored monetary value in any real-world currency.

We do not provide any cash or refunds for Virtual Currency, Micro-Game Credits or Items (except as required by law) and Virtual Currency, Micro-Game Credits and Items do not have any real-world monetary value. Virtual Currency or Micro-Game Credits are for your personal use only and as part of your Account with the relevant Jagex Product. You must not sell or transfer, trade, or exchange them (whether by itself or by transferring your Account) or make them available to anyone else or attempt to do so, or encourage anyone else to do any of these things. Virtual Currency, Micro-Game Credits and Items can never be redeemed for real world money, goods or any other item of monetary value, and cannot be inherited. We may impose additional restrictions concerning the acquisition or redemption of Virtual Currency, Micro-Game Credits and Items. For example, we may cap the amount of Virtual Currency or Micro-Game Credits which can be acquired, held or redeemed in any particular period or we may impose restrictions based on your country of residence. CERTAIN ITEMS MAY ALSO ONLY BE AVAILABLE TO SUBSCRIBERS.

FOR THE AVOIDANCE OF DOUBT, VIRTUAL CURRENCY AND MICRO-GAME CREDITS HAVE NO CASH VALUE, DO NOT ACCRUE INTEREST AND, UNLESS OTHERWISE REQUIRED BY LAW, ARE NOT REDEEMABLE OR REFUNDABLE FOR ANY SUM OF MONEY OR MONETARY VALUE FROM JAGEX AT ANY TIME.

Jagex reserves the right to restrict access to, delete, reduce or liquidate Virtual Currency or Micro-Game Credits: (1) if you have misused the Virtual Currency or Micro-Game Credits; (2) if you have breached or may breach any

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In addition, Items that have been acquired by the redemption of Virtual Currency or Micro-Game Credits may expire after a period of time, which by default shall be twelve months from acquisition. In addition, Items may have particular restrictions, or be consumed or extinguished in the course of your use of a Jagex Product.

WE MAY AT ANY TIME DECIDE TO END IN PART OR ITS ENTIRETY THE VIRTUAL CURRENCY OR MICRO-GAME CREDITS PROGRAM FOR ALL OR ANY OF OUR JAGEX PRODUCTS. BEFORE WE DELETE THE UNUSED VIRTUAL CURRENCY OR MICRO-GAME CREDITS, WE WILL ENDEAVOUR TO CONTACT YOU TO GIVE A REASONABLE TIME PERIOD IN WHICH TO REDEEM THEM.

Jagex Product Bonds

Where applicable, within certain Jagex Products, users may be entitled to purchase from us, a bond ("**Jagex Product Bonds**"). These Jagex Product Bonds can be used to redeem or trade against certain other Virtual Currencies, Micro-Game Credits, subscriptions Items, any promotion Items run by Jagex, and any other particular virtual product or service in the relevant Jagex Product (these collectively as "**Redemption Items**"). All Jagex Product Bonds are redeemable or tradeable in the relevant Jagex Product and cannot be redeemed or traded across different Jagex Products. For example, in relation to the Jagex Product Old School RuneScape, users can purchase an Old School Jagex Product Bond from Jagex. Old School Jagex Product Bonds are tradeable only within Old School RuneScape and RuneScape Jagex Product Bonds are tradeable only within RuneScape. Old School Jagex Product Bonds cannot be transferred to RuneScape to use for RuneCoins or Keys, nor can RuneScape Jagex Product Bonds be transferred to Old School RuneScape. More information can be found at the links below:

OSRS click [here](#)

RS click [here](#)

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WE DO NOT PROVIDE ANY CASH OR REFUNDS FOR JAGEX PRODUCT BONDS (EXCEPT AS REQUIRED BY LAW). WE MAY IMPOSE ADDITIONAL RESTRICTIONS AT OUR SOLE DISCRETION CONCERNING THE ACQUISITION OR REDEMPTION OF JAGEX PRODUCT BONDS. FOR EXAMPLE, WE MAY CAP THE AMOUNT OF JAGEX PRODUCT BONDS WHICH CAN BE ACQUIRED, HELD OR REDEEMED IN ANY PARTICULAR PERIOD OR WE MAY IMPOSE RESTRICTIONS BASED ON YOUR COUNTRY OF RESIDENCE OR WE MAY IMPOSE RESTRICTIONS FOR OTHER REASONS WE DEEM NECESSARY.

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In addition, Redemption Items that have been acquired by the redemption of Jagex Product Bonds may expire after a period of time, which by default shall be twelve months from acquisition.

Redemption Items may have particular restrictions, or be consumed or extinguished in the course of your use of the relevant Jagex Product.

WE MAY AT ANY TIME DECIDE TO END PART OF OR THE ENTIRETY OF THE JAGEX PRODUCT BOND PROGRAM. BEFORE WE DELETE ANY UNUSED JAGEX PRODUCT BOND, WE WILL ENDEAVOUR TO CONTACT YOU TO GIVE YOU A REASONABLE TIME PERIOD IN WHICH TO REDEEM IT.

IF YOUR ACCOUNT FOR A JAGEX PRODUCT REMAINS DORMANT (I.E. IS NOT USED) FOR MORE THAN 12 MONTHS, AND THERE IS UNREDEEMED VIRTUAL CURRENCY, MICRO-GAME CREDITS OR JAGEX PRODUCT BONDS ASSOCIATED WITH YOUR ACCOUNT, WE MAY CHOOSE TO CREDIT YOUR ACCOUNT WITH ITEMS OF EQUIVALENT VALUE FOR THIS EXPIRED VIRTUAL CURRENCY, MICRO-GAME CREDITS OR JAGEX PRODUCT BONDS. WE WILL ENDEAVOUR TO CONTACT YOU BY EMAIL PRIOR TO SUCH ACTION BEING TAKEN.

You agree that Virtual Currency, Micro-Game Credits and Jagex Product Bonds cannot be sold or transferred

(including selling or transferring the relevant Account) and cannot be exchanged for cash or any other goods and services, except for virtual items provided for within the appropriate Jagex Product.

You agree that we are not responsible for and provide no guarantee relating to the necessary use or registration of any lost Virtual Currency, Micro-Game Credits or Jagex Product Bonds, whether they are deleted by you, or lost through any virus, bug, glitch, or similar error.

14. Refund policy

We are happy to review requests for refunds on a case by case basis.

Unless required by law, we will not refund any amounts paid in relation to subscriptions, Micro-Game Credits, Jagex Product Bonds or Virtual Currency when:

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- * You have been Stopped from a Jagex Product for violating these Terms including any rules of a Jagex Product (including the Game Rules) or the User Content policy.
- * You have been using unauthorised software to access the Jagex Product.
- * Jagex stops offering the Jagex Product.
- * You decide to cancel your subscription or Account.

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Please also review our [Cancellation Policy](#), which is incorporated by reference into these Terms.

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Version 3.0 (July 2021)

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7.3 YOU ACKNOWLEDGE AND AGREE THAT THE SOFTWARE HAS NOT BEEN DEVELOPED TO MEET YOUR INDIVIDUAL REQUIREMENTS AND THAT IT IS YOUR RESPONSIBILITY TO ENSURE THAT THE SOFTWARE MEETS YOUR REQUIREMENTS.

8. LIMITATION OF LIABILITY

8.1 SUBJECT TO SECTION 8.3, JAGEX SHALL NOT BE LIABLE IN ANY WAY FOR ANY LOSS OR DAMAGE OF ANY KIND ARISING OUT OF THE SOFTWARE OR ANY USE OF THE SOFTWARE, INCLUDING WITHOUT LIMITATION LOSS OF DATA, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER DAMAGES OR LOSSES. FURTHER, JAGEX SHALL NOT BE LIABLE IN ANY WAY FOR ANY LOSS OR DAMAGE TO DIGITAL ASSETS SUCH AS CHARACTERS, VIRTUAL GOODS OR CURRENCY IN THE GAME, ACCOUNTS OR STATISTICS. JAGEX SHALL NOT BE RESPONSIBLE FOR ANY INTERRUPTIONS OF SERVICE, INCLUDING WITHOUT LIMITATION ISP DISRUPTIONS, SOFTWARE OR HARDWARE FAILURES, OR ANY OTHER EVENT WHICH MAY RESULT IN A LOSS OF DATA OR DISRUPTION OF SERVICE. IN NO EVENT WILL JAGEX BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES.

8.2 The Software is provided to you free of charge under the terms of this Licence. To the maximum extent permissible by law our total liability, whether arising in contract, tort, strict liability or otherwise and including liability for losses, costs, expenses or damages shall not exceed (in the aggregate) an amount equivalent to the Subscription fees, relating to the Game, actually paid by you to Jagex during the twelve (12) months prior to the date of the cause of action first arising.

8.3 Nothing in this Licence shall limit or exclude our liability for: (a) death or personal injury resulting from our negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be excluded or limited by English law.

9. TERMINATION

9.1 We may terminate this Licence and any user Account in the Game immediately if you commit a breach of this Licence.

9.2 Upon termination for any reason: (a) all rights granted to you under this Licence shall immediately cease; (b) you must immediately cease all activities authorised by this Licence; (c) you must immediately delete or remove the Software from all computer equipment in your possession, and (d) your access to and use of the Game under the Terms and Conditions will immediately cease and be terminated.

10. GENERAL

10.1 Each of the warranties and conditions (or rights and obligations) of this Licence operates separately.

10.2 If any provision, or part provision, of this Licence, including each of the warranties and conditions (or rights and obligations) is found to be illegal, invalid or unenforceable by any court or competent authority, the legality, validity and enforceability of the remaining provisions, including the warranties and conditions of this Licence will not be affected.

10.3 We may transfer our rights and obligations under this Licence to another organisation, but this will not affect your rights or our obligations under this Licence. You may not transfer or assign your rights and obligations under this Licence to a third party.

10.4 If we fail to insist that you perform any of your obligations under this Licence, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations.

10.5 This Licence, its subject matter and its formation, are governed by the laws of England and Wales. You and we both agree that the courts of England will have exclusive jurisdiction in relation to any dispute connected with this Licence or the Game.

10.6 This Licence constitutes and contains the entire agreement between the parties with respect to the subject matter hereof, provided, however, that this Licence shall co-exist with, and shall not supersede, the Terms and Conditions and the Privacy Policy.

This Licence is drafted in the English language and may be translated into other languages. The English language version of this Licence shall prevail if there is a conflict or inconsistency or clarification required with other language versions.

Privacy Policy

Version 0.7

Date July 2021

Introduction

Jagex respects your privacy and is committed to protecting your personal data. This privacy policy will inform

you as to how we look after your personal data when you play our games, visit our website, access our mobile platform (regardless of where you visit it from) or otherwise access any of our products and services and tell you about your privacy rights and how the law protects you.

The General Data Protection Regulation (EU) 2016/679 ("GDPR") is a regulation in EU law on data protection and privacy for all individuals within the European Union (EU) and the European Economic Area (EEA). It also addresses the transfer of personal data outside the EU and EEA areas. The GDPR aims primarily to give control to citizens and residents over their personal data and to simplify the regulatory environment for international business by unifying the regulation within the EU.

The retained EU law version of the GDPR in the UK ("UK GDPR") and the Data Protection Act 2018 ("DPA 2018") set out the framework for data protection law in the UK.

The California Consumer Privacy Act (also referred to as the "CCPA") is a privacy-centric bill protecting the privacy of California consumers that came into effect on 1 January 2020.

The Lei Geral de Proteção de Dados Pessoais – LGPD, law number 13.709, dated 14th August 2018 ("LGDP"), is the Brazilian data protection law, which creates the legal framework for the use of personal data of individuals in Brazil regardless of where the data processor is located, as further detailed in section 11 of this privacy policy.

1. Important information and who we are

PURPOSE OF THIS PRIVACY POLICY

This privacy policy aims to give you information on how Jagex collects and processes your personal data through your interactions with us, use of our games, whether through our websites or through your mobile device, including any data you may provide when you sign up to play any of our games, subscribe to our newsletter, purchase a product or service, engage with our customer support team or take part in a competition or a survey.

This website is not intended for children under 13 years old and we do not knowingly collect data relating to children under 13 years old.

It is important that you read this privacy policy together with any other policies we may provide on specific occasions when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your data. We keep this privacy policy under regular review and update it to ensure it accurately reflects our data processing practices. Please review this privacy policy regularly to ensure that you are aware of any changes. This privacy policy supplements the other policies and is not intended to override them.

CONTROLLER

Jagex Limited acts as the data controller and is responsible for your personal data (collectively referred to as "COMPANY", "we", "us" or "our" in this privacy policy).

We have appointed an external data protection officer (DPO) who is responsible for overseeing questions in relation to this privacy policy. If you have any questions about this privacy policy, including any requests to exercise your legal rights, please contact the external DPO using the details set out below.

CONTACT DETAILS

Our full details are: Jagex Ltd

Registered Office Address: 220 Cambridge Science Park, Cambridge, England, CB4 0WA

Name of external Data Protection Officer: Robert Healey

Email address: DPO@jagex.com

Postal address: Formiti Data International Ltd, The Black Church, St Mary's Place, Dublin 7, D07 P4AX

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues:

Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF

Tel: 0303 123 1113 (local rate) or 01625 545 745 if you prefer to use a national rate number

Fax: 01625 524 510

[Live Chat Link](#)

We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.

CHANGES TO THE PRIVACY POLICY AND YOUR DUTY TO INFORM US OF CHANGES

This version was last updated on [XXX] February 2021 and historic versions can be obtained by contacting us.

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us or if you are aware that any personal data, we hold is inaccurate.

THIRD-PARTY LINKS

This website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave our website, we encourage you to read the privacy policy of every website you visit.

2. The data we collect about you

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

We may collect, use, store and transfer different kinds of personal data about you which we have grouped together as follows:

* **Identity Data** includes but is not limited to first name, last name, username or similar identifier, title, and date of birth.

* **Contact Data** includes billing address, residential address, email address and telephone numbers.

* **Transaction Data** includes details about payments to and from you and other details of products and services you have purchased from us.

* **Technical Data** Commonly known as online identifiers and includes internet protocol (IP) address, unique mobile device identification numbers (such as your Media Access Control (MAC) address, Identifier For Advertising (IDFA), and/or International Mobile Equipment Identity (IMEI), type of device, your login data, browser type and version, time zone setting and geo location, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access this website.

* **Profile Data** includes your login details, purchases or orders made by you, your interests, preferences, feedback, and survey responses.

* **Usage Data** includes information about how you use our website, products and services.

* **Marketing and Communications Data** includes your preferences in receiving marketing from us and our third parties, news about our products and your communication preferences.

If you decide to make a payment for any of our products and services, your **Financial Data**, which includes your bank account and payment card details, will be collected and processed by our external payment service provider. We will not have access to, collect, use, store or transfer your Financial Data.

We also collect, use and share **Aggregated Data** such as statistical or demographic data for any purpose. Aggregated Data may be derived from your personal data but is not considered personal data in law as this data does **not** directly or indirectly reveal your identity. For example, we may aggregate your Usage Data to calculate the percentage of users accessing a specific website feature. However, if we combine or connect Aggregated Data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this privacy policy.

We do not collect any **Special Categories of Personal Data** about you (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data). Nor do we collect any information

about criminal convictions and offences.

We use mobile analytics software to allow us to better understand the functionality of our mobile software on your device. This software may record information such as how often you play our games, the events that occur within the games, aggregated usage, performance data, and where the games were downloaded from. We do not link the information we store within the analytics software to any personal information you submit within the games.

IF YOU FAIL TO PROVIDE PERSONAL DATA

Where we need to collect personal data by law, or under the terms of a contract we have with you and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with access to one of our games). In this case, we may have to cancel a product or service you have with us, but we will notify you if this is the case at the time.

3. How is your personal data collected?

We use different methods to collect data from and about you including, but not limited to:

*** *Direct interactions.*** You may give us your Identity Data, Contact Data and Financial Data by filling in forms or by corresponding with us by post, phone, email or otherwise. This includes personal data you provide when you:

- * purchase our products or services;
- * create an account on our website, or via our mobile app or play our games;
- * subscribe to our service or publications;
- * request marketing to be sent to you;
- * request support for our products;
- * enter a competition, promotion or survey; or
- * give us some feedback.

*** *Automated technologies or interactions.*** As you interact with our website, we may automatically collect Technical Data about your equipment, browsing actions and patterns. We collect this personal data by using cookies, pixels, server logs and other similar technologies. We may also receive Technical Data about you if you visit other websites employing our cookies. Please see [our Cookie Policy](#) for further details.

*** *Third parties or publicly available sources.*** We may receive personal data about you from various third parties and public sources as set out below:

* Technical Data from the following parties:

* **(a)** analytics providers such as Google based inside **AND** outside the UK and the EU;

* **(b)** advertising networks such as Facebook based inside **AND** outside the UK and the EU; and

* **(c)** search information providers such as Google based inside **AND** outside the UK and the EU.

* Contact, and Transaction Data from providers of technical, payment and delivery services based inside **AND** outside the UK and the EU.

* Identity and Contact Data from data brokers or aggregators based inside **AND** outside the UK and the EU.

* Identity and Contact Data from publicly available sources such as Companies House and the Electoral Register based inside the UK and the EU.

4. How we use your personal data

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

* For the performance of a contract we are about to enter into or have entered into with you.

* Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.

* Where we need to comply with a legal or regulatory obligation.

Generally, we do not rely on consent as a legal basis for processing your personal data other than in relation to sending third party direct marketing communications to you. You have the right to withdraw consent to marketing at any time by [contacting us](#). The withdrawal of consent will not affect the lawfulness of any processing that took place before the withdrawal.

PURPOSES FOR WHICH WE WILL USE YOUR PERSONAL DATA

We have set out below, in a table format, a description of all the ways we may use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data.

[**Purpose/Activity**][**Type of data**][**Lawful basis for processing including basis of legitimate interest**]

|--- |--- |--- |

|To register you as a new customer|(a) Identity

(b) Contact

(c) Technical

(d) Profile

(e) Usage| Performance of a contract with you|

|To process and deliver your order including:

(a) Manage payments, fees and charges

(b) Obtain consent for marketing activities performed by third parties|(a) Identity

(b) Contact

(c) Transaction

(d) Marketing and Communications|(a) Performance of a contract with you

(b) explicit consent|

|To manage our relationship with you which will include:

(a) Notifying you about changes to our terms or privacy policy

(b) Asking you to leave a review or take a survey|(a) Identity

(b) Contact

(c) Profile

(d) Marketing and Communications|(a) Performance of a contract with you

(b) Necessary to comply with a legal obligation

(c) Necessary for our legitimate interests (to keep our records updated and to study how customers use our products/services)|

|To enable you to partake in a prize draw, competition or complete a survey|(a) Identity

(b) Contact

(c) Profile

(d) Usage

(e) Marketing and Communications|(a) Performance of a contract with you

(b) Necessary for our legitimate interests (to study how customers use our products/services, to develop them and grow our business)|

|To administer and protect our business and this website (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)|(a) Identity

(b) Contact

(c) Technical

(d) Transaction

(e) Usage

(f) Profile Data|(a) Performance of contract

(b) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise)

(c) Necessary to comply with a legal obligation

(d) Necessary for our legitimate interests to detect or prevent unlawful acts|

|To deliver relevant website content and advertisements to you and measure or understand the effectiveness of the advertising we serve to you|(a) Identity

(b) Contact

(c) Profile

(d) Usage

(e) Marketing and Communications

(f) Technical| Necessary for our legitimate interests (to study how customers use our products/services, to develop them, to grow our business and to inform our marketing strategy)|

|To use data analytics to improve our website, products/services, marketing, customer relationships and experiences|(a) Technical

(b) Usage

(c) Marketing and Communications

(d) Profile| Necessary for our legitimate interests (to define types of customers for our products and services, to keep our website updated and relevant, to develop our business and to inform our marketing strategy)|

|To make suggestions and recommendations to you about goods or services that may be of interest to you|(a) Identity

(b) Contact

(c) Technical

(d) Usage

(e) Profile|Necessary for our legitimate interests (to develop our products/services and grow our business)|

|To ask you to take part in research to improve our game platform|(a) Identity

(b) Contact

(c) Transaction

(d) Technical

(e) Profile

(f) Usage|Necessary for our legitimate interests (to develop our products/services and grow our business)|

|To process your job application to work with us|(a) Identity

(b) Contact|Performance of a contract with you|

|To facilitate a duty of care to you|(a) Identity

(b) Contact

(c) Transaction

(d) Profile

(e) Usage|Necessary for our legitimate interest (to help you manage aspects of your activities when interacting with our products/services)|

MARKETING

We provide you with choices regarding our use of your personal data for marketing and advertising purposes. We have established the following personal data control mechanisms:

You will receive marketing communications from us if you have subscribed for an account with us or purchased goods or services from us and you have not opted out of receiving that marketing. All of our marketing communications to you contain an opt out option and you can opt out at any time. Please note that the opt out will not affect the lawfulness of processing that has taken place before the opt out.

THIRD-PARTY MARKETING

We will get your explicit opt-in consent before we share your personal data with any company outside Jagex for marketing purposes.

OPTING OUT

You can ask us or third parties to stop sending you marketing messages at any time by logging into the website and checking or unchecking relevant boxes to adjust your marketing preferences or by following the opt-out links on any marketing message sent to you or by [contacting us](#) at any time.

OPTING OUT OF ADVERTISING ID

The Identifier For Advertising (IDFA) is a unique, user-resettable ID for advertising, provided by the mobile device's operating system. We may use this ID to enhance serving and targeting capabilities, re-target specific campaigns, or pass the ID to our partners. Advertising ID does not reveal any information about the user or the device. If you prefer to opt-out or reset your Identifier For Advertising (IDFA), please follow these standard instructions:

* iOS - [Opt out of interest-based ads in the App Store and Apple News](#)

* Android - [Opt out of seeing personalized ads](#)

OPTING OUT OF THIRD-PARTY TAILORED ADVERTISING

If you do not want to receive tailored in-application advertisements from third parties that relate to your interests in our games on your mobile device, you may opt-out by:

* adjusting the ad tracking settings on your device

* resetting your Identifier For Advertising (IDFA) from your mobile device's settings page, which will prevent continued use of existing behavioural data tied to the previous Identifier For Advertising (IDFA).

* visiting the following link: <https://www.appsflyer.com/optout>.

Please note that you may still receive advertisements from third parties within our games even if you opt out of tailored advertising, but they will not be based on your activity across unrelated web sites or apps.

OPTING OUT OF GEOLOCATION

If you have previously allowed us to access your geolocation data, you can stop making geolocation available to us by visiting your mobile device's settings for the games or the "settings" page for the games.

OPTING OUT OF OTHER COMMUNICATIONS

When you install our games on your mobile device you can choose to receive push notifications, which are

messages our games send you on your mobile device even when the game is not on. You can turn off notifications by visiting your mobile device's "settings" page.

COOKIES

You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of this website may become inaccessible or not function properly. For more information about the cookies we use, please see [our Cookie Policy](#).

CHANGE OF PURPOSE

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose.

If we need to use your personal data for an unrelated purpose, we will notify you and obtain your consent to do so.

Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

5. Disclosure of your personal data

We may share your personal data with third parties set out below for the purposes set out in the table in section 4 above.

* Specific marketing partners listed [here](#).

* We may seek to acquire other businesses or merge with them or our business or part of our business may be sold. If a change happens to our business, then your personal data may be disclosed to our advisers and those of any prospective purchaser or partner, and the new owners or partners may use your personal data in the same way as set out in this privacy policy.

Your data will only be disclosed for the purposes identified in this privacy policy (as may be updated from time to time) unless a law or regulation specifically allows or requires otherwise.

We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions. All our third-party processing partners are vetted under our third-party due diligence process and have signed data processor contracts with us.

6. International transfers

Some of our external third parties are based outside the UK and the European Economic Area (**EEA**) so their processing of your personal data will involve a transfer of data outside the UK and the EEA.

Whenever we transfer your personal data out of the UK and the EEA, we ensure a similar degree of protection is afforded to it by ensuring at least one of the following safeguards is implemented:

* We will only transfer your personal data to countries that have been deemed to provide an adequate level of protection for personal data by the UK Secretary of State or the European Commission (as appropriate).

* appropriate safeguards are in place in accordance with data protection laws. These safeguards include the use of standard contractual clauses/ data protection clauses approved by the UK Secretary of State or the European Commission (as appropriate) or binding corporate rules.

* the transfer is otherwise allowed under data protection laws (including where we have your consent, or the transfer is necessary for the performance of a contract with you).

7. Data security

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered, disclosed or being unavailable. In addition, we limit access to your personal data to those employees, agents, professional advisers, contractors and other third parties who have a business need to know on the principle of least privilege (PoLP). They will only process your personal data on our instructions, and they are subject to a duty of confidentiality.

We periodically review all privacy and security policies and update when necessary in line with changes in data protection laws or when any new technologies are introduced into our business.

Where the introduction of new technologies results in a high risk to your personal data we will perform a data protection impact assessment and will only proceed if we are able to mitigate any identified high risks.

Methods of collecting personal data are reviewed by management before they are implemented to confirm that personal data is obtained (a) fairly, without intimidation or deception, and (b) lawfully, adhering to all relevant rules of law, whether derived from statute or common law, relating to the collection of personal data.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

8. Data retention

HOW LONG WILL YOU USE MY PERSONAL DATA FOR?

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. A copy of our Data Retention Schedule is available upon request.

To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

By law we have to keep basic information about our customers (including Contact, Identity, Financial and Transaction Data) for six tax years plus the current tax year as part of our legal obligations to do so.

In some circumstances you can ask us to delete your data: see ***Request erasure*** below for further information.

In some circumstances we may anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

9. Your legal rights

Under certain applicable laws (including UK and EU data protection laws) and under certain circumstances, you have rights in relation to your personal data. We set out below a brief description of such rights:

- * ***To be informed***: Individuals have the right to be informed about the collection and use of their personal data. This is a key transparency requirement under UK and EU data protection law. This privacy policy and our cookie policy meet this requirement.
- * ***Request access to your personal data (commonly known as a “data subject access request”)***: This enables you to receive a copy of the personal data we hold about you subject to certain exemptions.
- * ***Request rectification of your personal data***: This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.
- * ***Request erasure of your personal data***: This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your personal data unlawfully or where we have a legal obligation to erase your personal data. Note, however, that the right to request erasure is not absolute and there are circumstances where we do not need to comply with the request which will be notified to you, if applicable, at the time of your request.
- * ***Object to processing of your personal data***: This enables you to object to processing where we are relying on our legitimate interest (or those of a third party) to process your personal data or where we are processing your personal data for scientific or historical research or statistical purposes. We do not need to stop processing if we can give strong and legitimate reasons to continue processing your personal data. You also have the right to object where we are processing your personal data for direct marketing purposes. This is an absolute right but does not automatically mean that we need to erase all of your personal data and in particular, we may put your details on a suppression list to ensure we don't send you direct marketing in the future.
- * ***Request restriction of processing your personal data***: This enables you to ask us to suspend the processing of your personal data in certain scenarios including: (a) if you want us to establish the data's accuracy; or (b) you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.
- * ***Request the transfer of your personal data to you or to a third party***: We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to personal data you have provided to us which you initially provided consent for us to use or where we used the personal data to perform, or take steps prior to performing, a contract with you and where

the processing is automated.

*** *Withdraw consent at any time where we are relying on consent to process your personal data:***

However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

Please note that the above rights are not all absolute and are subject to applicable data protection law and may be subject to conditions and provisions set out in applicable data protection laws.

For further information or if you wish to exercise any of the rights set out above, please [Contact us](#).

NO FEE USUALLY REQUIRED

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive, or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

WHAT WE MAY NEED FROM YOU

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

TIME LIMIT TO RESPOND

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests, in which case we will inform you of an extension period of up to 2 months. In this case, we will keep you informed on progress.

10. California Residents: Your California Privacy Rights

The California Consumer Privacy Act (also referred to as the "CCPA") is a privacy-centric bill protecting the privacy of California consumers that came into effect on 1 January 2020. Under the CCPA, California residents may have certain data protection rights regarding their personal information (also referred to in this privacy policy as personal data). These rights may be subject to certain limitations and/or restrictions. Please note that the contents below in this section 10, is additional information that applies to California residents only.

RIGHT TO KNOW

If you are a California resident, you may submit free of charge, but not more than twice in a 12-month period, a verifiable request for us to disclose certain information to you about our collection and use of your personal information in the preceding 12 months including:

- * The specific pieces of personal information we have about you;
- * The categories of personal information we have collected or disclosed for a business purpose about you within the last 12 months;
- * The categories of sources from which the personal information was collected;
- * The business and/or commercial purposes for collecting and selling the personal information; and
- * The categories of third parties to whom the personal information was disclosed for a business purpose or otherwise shared;
- * If we sold your personal information, the categories of personal information that we sold and the categories of third parties to whom the personal information was sold.

In sections 2, 3, 4 and 5 of this Privacy Policy, we describe the personal information (personal data) we collect about you, how your personal information is collected, how we use your personal information and who we disclose or share your personal information with. We have also set out information regarding the sale of your personal information in the section below headed "Right to Opt Out/Do Not Sell".

To submit a request, please see the section headed "Exercising your rights" below.

Within 10 days of receipt of your request, we will confirm receipt of your request. We will verify your identity as a resident in the state of California and contact you to request that information. If we are not able to verify your identity, we will deny your request. If we deny your request, even if only in part, we will explain the reason in our response.

Once we have verified your identity and determined that your request is a verifiable consumer request, we will provide a substantive response within 45 days of receipt of the request, unless we need more time, in which case we will notify you.

RIGHT TO DELETE

If you are a California resident, you may submit a verifiable request for us to delete any personal information we have collected about you.

Within 10 days of receipt, we will confirm receipt of your request. We will verify your identity as a resident in the state of California and contact you to request that information. If we are not able to verify your identity, we will deny your request. There are also some exemptions to the right to request deletion of the personal information. If we deny your request, even if only in part, we will explain the reason in our response.

Once we have verified your identity, we will provide a substantive response within 45 days of receipt of the request, unless we need more time, in which case we will notify you.

RIGHT TO OPT OUT / DO NOT SELL

California residents may opt out of the "sale" of their personal information, as defined by the CCPA. This does not** include when:

- * You direct us to disclose your personal information or use us to interact with a third party and the third party does not sell the personal information;
- * We use or share an identifier solely to alert a third party that you have opted out of the sale of your personal information.
- * Your personal information is transferred as an asset, as part of a transaction in which the third party assumes control of all or part of our business, in which case the third party would have to tell you in writing if it materially changes how the information is used or shared; and
- * We use or share your personal information under a written contract with a service provider necessary to perform a business purpose. Here, the service that the service provider performs is on our behalf, and our written contract prohibits it from keeping, using or disclosing your personal information for any purpose other than for the specific purpose identified in the contract.

Under the California Consumer Privacy Act 2018 ("CCPA"), the definition of "sale" is expansive. It includes the transfer or sharing of personal information with a third party for any value, even if the information is not sold for monetary value. Jagex Limited ("Jagex") does not sell personal information for monetary value, but we sometimes share it with third parties as part of a mutually beneficial business relationship for marketing purposes. We refer to the sharing of personal information as falling the meaning of sale for CCPA purposes.

You have the right to opt out of the sale or transfer of your personal information by submitting a request to us as explained in the section below headed "Exercising Your Rights".

Within 15 days of receipt of your request, we will act upon your request. We will verify your identity as a resident in the state of California and contact you to request that information. If we are not able to verify your identity, we will deny your request. If we deny your request, even if only in part, we will explain the reason in our response.

Once we have verified your identity, we will notify all third parties to whom we have sold or transferred your personal information within 90 days of receipt of your request.

Please note that personal information may sometimes be collected through the use of cookies and other similar technologies and shared with third parties to deliver advertisements tailored to your interests, based on your online activity. For further information and details on how to opt out please see section 4 above and [our Cookie Policy](#) or visit the Network Advertising Initiative.

RIGHT TO BE FREE FROM DISCRIMINATION

We may not discriminate against you because you have chosen to exercise your rights, including, for example, by denying you access to our online services or charging you different rates or prices for the same online services, unless that difference is reasonably related to the value provided by your data.

EXERCISING YOUR RIGHTS

To submit a verifiable request to exercise any of your rights (including your right to opt out of the sale of your personal information) or otherwise contact us for more information about how to exercise your rights, please email us at ccpajagex@formiti.com or use our online webform [CCPA request](#)

In order to help us to deal with any email request promptly and efficiently, please include "Your California Privacy Rights" in the subject field and state ***right to know, deletion*** or ***opt out*** (as appropriate).

If you would like to designate an authorised agent to make a request on your behalf, please be sure the agent is able to:

- * demonstrate you have provided written permission for the agent to submit the request on your behalf; and
- * provide proof of his or her own identity.

If the agent does not satisfy these requirements, we will deny the request. We have the right to verify with you that you want to take the action requested by the agent.

11 LGPD BRAZIL YOUR RIGHTS

The Brazilian General Data Protection Law (Lei Geral de Proteção de Dados Pessoais or LGPD) is a new law that was passed by the National Congress of Brazil on 14 August 2018 and came into effect on 15 August 2020. The below information set out in this section 11 only applies to the processing of personal data of individuals in Brazil.

RIGHT OF CONFIRMATION OF THE EXISTENCE OF THE PROCESSING OF YOUR DATA

You may request confirmation of processing of your data.

RIGHT TO ACCESS

Users have the right to access their data being processed by the us by completing a data subject access form. Users have the right to be informed about the origin of the data, the purpose of the processing and the existence of any records.

DATA PORTABILITY

You have a right to the portability of your data to another service or product provider, upon express request, in accordance with the regulations of the national authority and subject to commercial and industrial secrets and any data which has been anonymised.

RECTIFICATION

You have the right to have your personal data rectified if it is inaccurate, outdated, or incomplete.

ANONYMISATION.

You are entitled to request the anonymization, blocking or elimination of unnecessary or excessive personal data, or of any data that is not being processed in compliance with LGPD.

DELETION

You have the right to have your personal data deleted if the data is unnecessary or excessive, or if the processing of that data was based on consent.

INFORMATION

You have the right to be informed about the duration of the processing of your data, the specific purpose of the processing, the sub-processors and other third parties that access or process your personal data. You also have the right to be informed about your consent choices and the consequences of refusing consent.

REVOCATION OF CONSENT

You have the right to revoke or withdraw consent.

BRING A COMPLAINT

You will have the right to lodge a complaint with the ANPD (the National Data Protection Authority) when established.

OBJECT

You have the right to oppose the processing of your personal data where there is non-compliance with the provisions of the law or if you revoke your consent, as above.

REQUEST REVIEW

You have the right to request the review of decisions made solely on the basis of automated processing of personal data which affect your interests.

If you wish to action any of the above requests, please email us at lgpdjagex@formiti.com or contact our DPO at DPO@jagex.com.

Please note that not all of the above rights are absolute. You will not be discriminated against, or otherwise suffer any sort of detriment if you exercise any of your rights.

2. Glossary

LAWFUL BASIS

Legitimate Interest means the interest of our business in conducting and managing our business to enable us to give you the best service/product and the best and most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law). You can obtain further information about how we assess our legitimate interests against any potential impact on you in respect of specific activities by [contacting us](#).

Performance of Contract means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.

Comply with a legal or regulatory obligation means processing your personal data where it is necessary for compliance with a legal or regulatory obligation that we are subject to.

Explicit consent for external marketing means your personal data will not be disclosed to any third party unless you have given your explicit consent to such disclosure.

13. Policy updates

Policies and procedures are reviewed and compared to the requirements of applicable laws and regulations at least annually, and whenever changes to such laws and regulations are made privacy policies and procedures are revised to conform with the requirements of applicable laws and regulations.