



Sanguo ONLINE Community Terms of Services

This Terms Of Services ("TOS") is made between the Site ("Sanguo ONLINE Community") , the user ("User") as stated in this TOS.

For all purposes in the TOS, the following definitions shall apply:

Site

"Site" shall mean Sanguo ONLINE Community as in www.sanguo-online.com

Users

"User" shall mean all visitors or surfers who visited the Site or any other websites done by the webmaster. This includes any people who may had emailed or left their name in the guestbook and forum too.

Registered Member

"Registered Member" shall mean any user who had **registered** as a Member using our Registration Form.

Services

"Services" shall mean any and all services provided by Sanguo ONLINE Community. This includes our Forums, the games download section and any other new services that Sanguo ONLINE Community provides.

Games

"Games" shall mean **ALL** games being hosted by Sanguo ONLINE Community on whichever servers.

TERMS OF SERVICE FOR SANGUO ONLINE COMMUNITY

1. ACCEPTANCE OF TERMS

This site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of this site constitutes your agreement to all such terms, conditions, and notices.

2. PERSONAL AND NON-COMMERCIAL USE LIMITATION

This site is for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from this site.

3. DESCRIPTION OF SERVICE

Sanguo ONline Community currently provides users with access to a rich collection of on-line resources and information including forums, reviews, articles, free email, polling, games downloads, amongst other things (the "Services"). Unless explicitly stated otherwise, any new features that augments or enhances the current Services, including the release of new Sanguo ONline Community resources, shall be subject to the Terms of Service. In order to use the Service, you must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device.

4. PRIVACY POLICY

Pursuant to Sanguo ONline Community's Privacy Policy, we may disclose to third parties certain aggregate information contained in your Registration Data or related data, provided that, such information will NOT include personally identifying information, except as specifically authorized by you or in the good faith belief that such action is reasonably necessary to comply with the law, legal process, to enforce the Terms of Service, or under any of the other circumstances set forth in our privacy policy, as may be amended from time to time.

5. TERMINATION AND ACCESS RESTRICTION

You agree that Sanguo ONline Community, in its sole discretion, may terminate your password, Sanguo ONline Community Membership, use of the Services, and remove and discard any contents within the Services, for any reason, including, without limitation, for lack of use (see clause 6 & 7) or if Sanguo ONline Community believes that you have violated or acted inconsistently with the letter or spirit of the Terms of Service. Sanguo ONline Community may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this Terms of Services may be effected without prior notice, and acknowledge and agree that Sanguo ONline Community may immediately deactivate or delete your Sanguo ONline Community Membership account and all related information and files in your Sanguo ONline Community Membership account and/or bar any further access to such files or the Services. Further, you agree that Sanguo ONline Community shall not be liable to you or any third-party for any termination of your access to the Service. Sanguo ONline Community reserves the right to deny in its sole discretion any user access to this site or any portion thereof without notice.

6. INACTIVE MEMBERS

You agree that Sanguo Online Community reserved the rights to delete any inactive members unless reasons been explicitly given. Inactive members refers to members that had not logged in to our site or post in the forums for two (2) months beginning from their registration date or their last logged in date.

7. UNVERIFIED MEMBERS EMAIL

You agree that Sanguo Online Community reserved the rights to delete any registration that had not had their email been verified. Members should email us if you do not receive your confirmation email within 2 working days after you had register.

8. ADVERTISEMENTS AND PROMOTIONS

Sanguo ONLINE Community runs advertisements and promotions. By accessing Sanguo ONLINE Community, you agree that Sanguo ONLINE Community has the right to run such advertisements and promotions. The manner, mode and extent of advertising by Sanguo ONLINE Community are subject to change. Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that Sanguo ONLINE Community shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

9. MEMBER CONDUCT

As a condition of your use of this Web site, you warrant to Sanguo ONLINE Community that you will not use this Web site for any purpose that is unlawful or prohibited by these terms, conditions, and notices.

This Web site contains forums, chat areas, bulletin board services, communities and/or other message or communication facilities (collectively, "Communities"), you agree to use the Communities only to send and receive messages and material that are proper and related to the particular Forum.

By way of example, and not as a limitation, you agree that when using a Community, you will not:

- a. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of other members.
- b. Post unnecessary threads known as spamming to gain increase in total number of posts.
- c. Compare and give untruthful remarks about other site(s) and/or forums.
- d. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- e. Impersonate any person or entity, including, but not limited to, a Sanguo ONLINE Community official, forum moderator, admin, staff or falsely state or otherwise misrepresent your affiliation with a person or entity.
- f. Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- g. Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.

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- h. Upload, post or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party.
 - i. Upload, post or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
 - j. Advertise or offer to sell any goods or services for any commercial purpose.
 - k. Conduct or forward surveys, contests, pyramid schemes or chain letters.
 - l. Download any file posted by another user of a Forum that you know, or reasonably should know, cannot be legally distributed in such manner.
 - m. Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
 - n. Restrict or inhibit any other user from using and enjoying the Communities.
 - o. Promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals. This may include, but is not limited to, providing instructions on how to assemble bombs, grenades and other weapons, and creating "Crush" sites.
 - p. "Stalk" or otherwise harass another member.
 - q. Collect or store personal data about other users, without limiting to email, mailing address.

1. TERMINATION AND ACCESS RESTRICTION

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Sanguo ONline Community may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this Terms of Services may be effected without prior notice, and acknowledge and agree that Sanguo ONline Community may immediately deactivate or delete your Sanguo ONline Community Membership and all related information and files in your Sanguo ONline Community Membership and/or bar any further access to such files or the Services. Further, you agree that Sanguo ONline Community shall not be liable to you or any third-party for any termination of your access to the Service. Sanguo ONline Community reserves the right to deny in its sole discretion any user access to this site or any portion thereof without notice.

2. MEMBERSHIP PASSWORD

As a Registered Member, you enjoy the privilege of downloading the RTK from our

servers. At no time shall you share or let others know your password. Sanguo ONLINE Community shall not be liable for any loss or damage as a result of such instances.

3. **ADVERTISEMENTS AND PROMOTIONS**

Sanguo ONLINE Community runs advertisements and promotions. By using Sanguo ONLINE Community, you agree that Sanguo ONLINE Community has the right to run such advertisements and promotions. The manner, mode and extent of advertising by Sanguo ONLINE Community is subject to change. Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that Sanguo ONLINE Community shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

4. **INDEMNITY**

You agree to indemnify and hold Sanguo ONLINE Community, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your contents, your use of the Service, your connection to the Service, your violation of the Terms of Service, or your violation of any rights of another.

5. **GAMES**

You agree to delete all the files that you had downloaded from our site for the purpose of testing and evaluation of the games after **24 hours**, regardless of whether you had installed the games on your computers and/or other's computer. The date should be either **24 hours** after you had "downloaded" the games from our servers or after you had installed it on your computers, whichever comes earlier.

6. **LIABILITY DISCLAIMER**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED ON THIS SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. SANGUO ONLINE COMMUNITY MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THIS SITE AT ANY TIME. SANGUO ONLINE COMMUNITY MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THIS SITE FOR ANY PURPOSE. ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. SANGUO ONLINE COMMUNITY HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. IN NO EVENT SHALL SANGUO ONLINE COMMUNITY BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE

OF THIS SITE, WITH THE DELAY OR INABILITY TO USE THIS SITE, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THIS SITE, OR OTHERWISE ARISING OUT OF THE USE OF THIS SITE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SANGUO ONLINE COMMUNITY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THIS SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THIS SITE.

7. SERVICE CONTACT

Contact webmaster@sanguo-online.com with questions or problems with this site.

8. MODIFICATION OF THESE TERMS AND CONDITIONS

Sanguo ONline Community reserves the right to change the terms, conditions, and notices under which this site is offered. No prior notice may be given.

9. GENERAL INFORMATION

The Terms of Service (TOS) constitute the entire agreement between you and Sanguo ONline Community and govern your use of the Service, superceding any prior agreements between you and Sanguo ONline Community. You also may be subject to additional terms and conditions that may apply when you use affiliate or other Sanguo ONline Community services, third-party contents or third-party software. The Terms of Service and the relationship between you and Sanguo ONline Community shall be governed by the laws of the Republic of Singapore without regard to its conflict of law provisions. You and Sanguo ONline Community agree to submit to the personal and exclusive jurisdiction of the courts located within the Republic of Singapore. The failure of Sanguo ONline Community to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. If any provision of the Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.