

## **Game Testing Agreement**

THIS GAME TESTING AGREEMENT DESCRIBES THE TERMS BY WHICH YOU ARE OFFERED ACCESS TO AN INSTALLER (THE "INSTALLER") TO PLAY A PRE-RELEASE PRODUCT BEING DEVELOPED BY OR FOR PING ONLINE COMMUNICATIONS LTD. ("PING CREATES"), SOLELY AS PART OF THIS CLOSED GAME TESTING PROGRAM. You acknowledge and agree that PING CREATES, is the holder intellectual property rights in the Game and is a third party beneficiary under this Agreement and as such shall have the independent right to enforce any provision of this Agreement BY PRESSING THE "I ACCEPT" BUTTON, YOU ACCEPT THE TERMS AND CONDITIONS BELOW. BY PRESSING THE "DECLINE" BUTTON, YOU DECLINE OUR OFFER, IN WHICH CASE YOU SHOULD CONTACT PING CREATES REGARDING REMOVAL FROM THIS GAME TESTING PROGRAM. In the event you choose not to accept this Agreement or by technical means can bypass/disable the "I ACCEPT BUTTON", by installing, copying, downloading, accessing or otherwise using the Game, you shall be deemed to have agreed to be bound by the terms of this Agreement. Further, you hereby acknowledge that you choose to accept and be bound by the terms of this Agreement every time you enter or re-enter the Game. If you do not agree to the terms of this Agreement, do not install or use the Game.

In order to participate in this Game Testing Program for the Game, you must read and accept the terms of the agreement below. Please read the GAME TESTING AGREEMENT closely.

### **GAME TESTING AGREEMENT (the "Agreement")**

PING CREATES is currently developing a software product under the working title, "Super Stretchy Chicken Legs" (the "Game"). PING CREATES has established a closed cohort testing program (the "Game Program") to, among other things, allow a limited number of people to give feedback and comments to PING CREATES, regarding the Game (including any versions thereof) as well as to test, at PING CREATES's sole discretion, the features, capabilities and performance of any other software or materials as may be provided by PING CREATES as part of this Game Program (the "Game Software"). Collectively the Game and Game Software are referred to as the "Game Materials" in this Agreement. In order to participate in the Game Program, you must agree to the following provisions:

(A) You represent and warrant that you are eighteen (18) years of age or older. You further represent and warrant that you are not a principal, employee, supplier, independent contractor, officer or director or of any entity that develops, manufactures or publishes video or computer games. You represent and warrant that you are entering into this Agreement on a completely voluntary basis with no expectation of any form of compensation or remuneration whatsoever other than what is expressly provided for in this Agreement. IF YOU ARE UNDER 18 YEARS OF AGE, YOU MAY NOT PARTICIPATE IN THE GAME PROGRAM.

(B) You acknowledge that the Game Program shall run from the time you install, copy, download, access or otherwise use the Game Materials, and shall end upon the expiration of the Game Program, unless otherwise extended or terminated unilaterally by PING CREATES at PING CREATES's sole discretion. Furthermore, PING CREATES may, in its sole discretion for any reason and at any

time during the Game Program terminate your participation therein without any form of compensation due to you whatsoever for this termination.

(C) You acknowledge that in becoming part of the Game Program, that PING CREATES is providing you free of charge the Game Materials (which constitutes the sole and sufficient consideration for this agreement) and that PING CREATES has not made any other promises, whether express or implied regarding any other form of consideration for your participation in the Game Program.

(D) PING CREATES may, in its sole discretion, terminate the Game Program at any time.

(E) You agree that your participation in the Game Program does not constitute an employment Agreement or offer of such an agreement, between you and PING CREATES and that PING CREATES does not ask and/or require you to work a certain number of hours, shifts, etc. as part of your participation in the program and that your participation in the program is strictly voluntary and done solely for your personal enjoyment; and, further that PING CREATES expects you only to use your leisure time to participate in this program, and does not expect you to forego other activities, including gainful employment, during the time you spend participating in this voluntary program. You may stop being a volunteer tester of the Game at any time that you wish.

(F) You agree that PING CREATES is not providing you with any hardware to run PING CREATES's software or connect to PING CREATES's servers.

(G) You agree that while the role you will play in helping PING CREATES develop better software is helpful, it does not constitute a critical or vital role in the development of the Game or Game Software such as to entitle you to any claims of ownership or rights to receive any other compensation of any kind for your participation.

(H) You acknowledge and agree that all points acquired during the Game Program are non-refundable and have no monetary value.

(I) You acknowledge and agree that all items acquired for points during the Game Program are non-refundable and non-tradable.

(J) You acknowledge and agree that PING CREATES reserves the right to add or remove points to your account at any time and without warning.

(K) You acknowledge and agree that PING CREATES reserves the right to change/add/remove points rewarded in the Game store at any time and without warning.

(L) You acknowledge and agree that PING CREATES reserves the right to change/add/remove items collected or updated, modify or remove any items in the Game at any time and without warning.

(M) You acknowledge and agree that points acquired during the Game Program cannot be saved up for or used in the commercial version of the Game.

(N) You acknowledge and agree that all points will be removed from your account before going into the next test phase (if applicable).

(O) You acknowledge and agree that points acquired during the Game Program do not entitle you to any points during any other test stages (if applicable) or for the commercial release of the Game.

(P) You agree to all of the terms of the Agreement set forth below.

1. License Grant. Conditioned upon your acceptance of the terms and conditions herein, or in the event that you receive and use the Game Materials from PING CREATES, you are granted the revocable, limited right to install the Game Materials onto your device(s) (but you will only have one (1) Account) for the sole purpose of evaluating the Game Materials as permitted under Section 1.3 below as part of the Game Program. You may only use the Game Materials for the purposes set forth in Section 1.3 and 1.4 below and may not use, copy, modify, sell, lease, rent, distribute, transfer or disclose any part of the Game Materials except as provided in this Agreement. All other rights are reserved to PING CREATES.

1.1 License Restrictions. You shall not:

- a. Sublicense to, transfer, distribute or permit use of the Game Materials by, any third party;
- b. Reverse engineer, decompile, or disassemble the Game Materials;
- c. Make copies of the Game Materials;
- d. Export the Game Materials in violation of the export control laws of the United States of America and other countries;
- e. Utilize the Game Materials to create other computer programs for any reason;
- f. Share your Account with any third party.

1.2 Indemnification. You: (a) agree to indemnify, defend and hold PING CREATES harmless from and against all claims, losses, liabilities, damages, expenses, and costs (including, without limitation, reasonable fees for attorneys and expert witnesses) which result from any breach or alleged breach of any of your covenants, representations, warranties or obligations herein; and (b) hereby release, PING CREATES and direct and indirect parents, subsidiaries, affiliates and sister corporations, and their respective officers, directors, employees and agents, from and against any losses, liabilities, claims, obligations, costs and/or expenses (including reasonable legal fees) which result from, arise out of or in connection with the use of the Game Materials and/or your participation in the Game Program.

1.3 Testing and Evaluation Obligations. You hereby agree to perform all of the following obligations in connection with this Game Program: (a) to test, evaluate and analyse the Game and specific aspects of it as identified by PING CREATES to you; (b) to test, evaluate and analyse other Game Software (if applicable) and its operation, features, capabilities and performance; (c) to comply with

the reasonable requests of PING CREATES from time to time regarding testing; and (d) to provide feedback, analysis, suggestions and comments to PING CREATES (including, but not limited to, bug reports and test results) as reasonably requested by PING CREATES, or as otherwise voluntarily provided by you (collectively, "Feedback"). ALL OF YOUR FEEDBACK SHALL BE THE SOLE AND EXCLUSIVE PROPERTY OF PING CREATES AND/OR ITS LICENSORS OR LICENSEES, AND YOU HEREBY ASSIGN ALL OF YOUR RIGHT, TITLE AND INTEREST IN THE FEEDBACK, AND ALL INTELLECTUAL PROPERTY RIGHTS RELATED THERETO TO PING CREATES AND/OR ITS LICENSORS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU AGREE THAT PING CREATES AND/OR ITS LICENSORS OR LICENSEES SHALL HAVE THE PERPETUAL AND IRREVOCABLE RIGHT TO USE, MODIFY, AND OTHERWISE EXPLOIT ALL OR PART OF THE YOUR FEEDBACK OR ANY DERIVATIVE THEREOF IN ANY MANNER OR MEDIA NOW KNOWN OR HEREAFTER DEvised WITHOUT ANY REMUNERATION, COMPENSATION OR CREDIT TO YOU. You hereby represent and warrant that you have the right to enter into this Agreement and to assign and grant the rights set forth herein, and that any Feedback which is provided by you hereunder is original work made solely by you and does not infringe any third party intellectual property rights.

1.4 Personally Identifiable Information; Monitoring; Privacy Issues. You may be required to provide to PING CREATES, as a condition to testing the Game Materials, certain personally identifiable information including but not limited to name, legal residence, telephone number, device hardware specifications (including but not limited to RAM, hard drive size and type, and processor) and device software specifications (including but not limited to operating system and cheat programs) ("Personal Information"). PING CREATES's retention and use of all Personal Information shall be subject to the privacy policy posted on <https://pingcreates.com/privacy-policy/>, as that policy may be updated by from time to time. Furthermore, you acknowledge and agree that your communications with other users or with PING CREATES via chats, conferences, bulletin boards, and any other avenues of communication within the Game, Game Software and/or this Game Program are public and not private communications, and that you have no expectation of privacy concerning your use of the Game and/or Game Software. You further acknowledge and agree that PING CREATES reserves the right to monitor any such content and communications. The content and communications via chats, conferences, bulletin and message boards and email with PING CREATES personnel are deemed "Confidential Information" as defined below and pursuant to the terms of this Agreement. PING CREATES will monitor the Game Program including, without limitation capturing and archiving the Internet Protocol (IP) addresses for downloads of the Game; and (b) all communications via chats, conferences, online message boards or forums and any other avenue of communication within the Game.

1.5 Term of the Agreement. Your participation in the Game Program, and the grant of license herein, may be terminated by PING CREATES at any time, for any reason or for no reason, in PING CREATES's sole and absolute discretion, by providing written or emailed notice to you. You may, at any time and for any reason or for no reason, terminate your participation in the Game Program by providing written or emailed notice to PING CREATES. The Game Program shall terminate upon the earlier of (a) PING CREATES's written or emailed notice to you; or (b) the commercial release of the Game. The termination of your participation in the Game Program however, shall not modify or supersede the

survival provision in Section 7.1 below. Upon termination of the Game Program or your participation in it for any reason as provided herein, all license rights granted hereunder or under the Game: Membership Terms of Service (as defined in Section 6.4) shall terminate immediately.

## 2 Confidentiality

2.1 Confidential Information Defined. "Confidential Information" shall mean (a) any and all information relating to, contained in or relayed through the Game Software, the Game, and the Game Program, including, without limitation, information relating to: (i) the performance, capabilities and contents of the Game Materials, (ii) your Feedback, (iii) any other Game Program participant's Feedback, and (iv) any PING CREATES employee's feedback and comments, (b) the existence and terms of this Agreement, and (c) any and all information relating to the future or proposed games, services or business operations of PING CREATES. Without limiting the generality of the foregoing, please review Addendum B below for a list of examples of Confidential Information. The list in Addendum B is not exhaustive and is provided for reference and example only. You shall use best efforts to safeguard and to prevent unauthorized use or disclosure of the Confidential Information, unless otherwise expressly authorized in writing as provided in Section 2.3 below. Your obligation to keep the Game Materials confidential will continue until PING CREATES publicly discloses to the public through no fault of yours (or any third party not affiliated with PING CREATES) such Confidential Information.

2.2 Confidentiality Obligation. You shall keep the Confidential Information in confidence and shall not publish, disclose, distribute, transmit, post or otherwise make available, directly or indirectly, any Confidential Information to any third party except as otherwise expressly set forth herein. However, you may disclose the Confidential Information in accordance with a judicial or governmental order; provided, however, that: (a) you give PING CREATES prompt written notice of such order so PING CREATES has opportunity to seek a protective order or other appropriate remedy to such order, prior to disclosure and shall comply with any applicable protective order or equivalent, (b) you provide PING CREATES with all reasonable assistance in opposing such required disclosure or seeking a protective order or confidential treatment for all or part of such Confidential Information, and (c) you disclose only such portion of the Confidential Information as is either permitted by PING CREATES or required by the court, tribunal, governmental agency or other authority, subject to any protective order or confidential treatment obtained by PING CREATES

2.3 Permitted Disclosures. You may disclose the information that is specifically identified in Addendum A, if any, on online message boards, forums or other similar venues in accordance with the restrictions set forth in Addendum A and this Agreement. Said restrictions are to be applied no matter whether the venue is open to the general public or with access that is regulated and/or restricted. PING CREATES reserves the right to amend Addendum A from time to time upon written notice to you. Notwithstanding anything contained herein to the contrary, you shall not make any false statements to anyone about PING CREATES, its licensors, this Game Program, other participants in the Program, or any PING CREATES products or services, including the Game and Game Software

3 Ownership. Except for the revocable, limited license expressly granted hereunder, PING CREATES and/or its licensors retains all right, title and interest in and to the Game Materials and all copies thereof, and all game Gameplay data in connection therewith. The Game and any other Game Materials provided hereunder are copyrighted and are protected by United States copyright laws and international treaty provisions. You acknowledge that PING CREATES and/or its licensors own all intellectual property rights in and to the Game Materials, including, without limitation, all patent rights, copyrights, inventions, trade secret rights, trade dress rights, trademark rights and intellectual property rights therein and thereto. You may not remove the copyright and other proprietary rights notices from the Game Materials. You agree that this Agreement shall be retained with all printed and electronic copies of the Game Materials and documentation constituting the Game Materials. You agree to prevent any unauthorized copying of the Game Materials. Except for the revocable, limited license as expressly provided herein, PING CREATES does not grant you any express or implied right in any patents, copyrights, trademarks, or trade secret information of PING CREATES, and/or its licensors. In accordance with Section 1.3, you agree that PING CREATES, and/or its licensors or licensees own all right, title, and interest in any and all of your Feedback, without any remuneration, compensation or credit to you. To the extent that any of the rights assigned herein cannot presently be assigned under applicable law, you agree to assign such rights at such time as the rights are capable of being assigned. You agree at PING CREATES's request to execute such further documents and to do such further acts as may be necessary or desirable to document, perfect, register or enforce PING CREATES's and/or its licensor's ownership of any of the rights, title and/or interests hereunder, in whole or in part including, without limitation, execution of a copyright assignment in a form provided by PING CREATES in its sole discretion. If you fail or refuse to execute any such documents, you hereby appoint PING CREATES as your attorney-in-fact, which appointment is coupled with an interest and is irrevocable, to act on your behalf and to execute, deliver, record and file such documents. The rights granted, assigned and/or to be assigned by you hereunder are granted for the entire universe and shall inure in perpetuity, and, as set forth above, no further consideration shall be payable to you at anytime in connection therewith. You will acquire no right to use, and will not use without PING CREATES's prior written consent, the names, Gameplays, artwork, designs, tradenames, copyrighted materials, trademarks or service marks of PING CREATES or its parent, related or subsidiary companies, employees, directors, officers, shareholders, assigns, successors, licensors or licensees: (a) in any advertising, publicity, marketing, promotion or on any website; or (b) in any manner other than in accordance with this Agreement.

4 Injunctive Relief. You acknowledge and agree that a breach or threatened breach of Sections 1-3 of this Agreement will cause irreparable injury, that money damages would be an inadequate remedy and that PING CREATES shall be entitled to ex parte injunctive relief without bond, to restrain you, from such breach or threatened breach. Nothing in this Section 4 shall be construed as preventing PING CREATES from pursuing any and all remedies available to it, including the recovery of money damages from you.

5 No Warranty; No Liability For Damages; No Support; Gameplay Data.

5.1 No Warranty. YOU ACKNOWLEDGE THAT THE GAME MATERIALS PROVIDED HEREUNDER ARE PRE-RELEASE PRODUCTS. YOU ACKNOWLEDGE THAT THE GAME MATERIALS MAY WELL CONTAIN ERRORS AND DEFECTS AND ARE NOT FINAL PRODUCTS. THE GAME MATERIALS ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND INCLUDING WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. YOU FURTHER AGREE THAT PING CREATES HAS NO OBLIGATION TO MAKE THE GAME MATERIALS AVAILABLE FOR PLAY WITHOUT CHARGE FOR ANY PERIOD OF TIME, OR TO MAKE THEM AVAILABLE AT ALL.

5.2 No Liability For Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PING CREATES OR ANY SUBSIDIARY OR AFFILIATE OF PING CREATES, NOR ANY OF ITS EMPLOYEES, AGENTS, OFFICERS AND/OR DIRECTORS SHALL NOT BE LIABLE TO YOU OR ANYONE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES FROM ANY CAUSES OF ACTION ARISING WITH RESPECT TO THIS AGREEMENT, THE GAME, OR OTHER GAME MATERIALS PROVIDED HEREUNDER, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL PING CREATES'S AGGREGATE LIABILITY TO YOU UNDER THIS AGREEMENT EXCEED FIFTY GREAT BRITISH POUNDS (GBP£50.00).

5.3 No Support. PING CREATES does not provide any support for the Game Materials. However, PING CREATES may provide an e-mail address and/or a private message board for you to send any questions and/or comments regarding the Game Materials. PING CREATES does not, however, make any representations or warranties as to the accuracy of any statements or advice provided in response to your e-mail(s) and/or board postings.

5.4 Test Environment. You acknowledge that the Game Materials will run in a test environment on your device, that game Gameplay, Gameplay data, or any other value or status indicators that you achieve through game play as part of the Game Program may be erased or modified at PING CREATES's sole discretion at any time, and that such data shall likely not be exported into the Game once the Game is commercially released.

6 Obligations of Participant in the Game Program.

6.1 It is understood and agreed to that as part of the Game Program, you are expected to suggest changes, improvements, additions to the Game as well as to provide analysis of the Game and its features and that any such material provided to PING CREATES in any form whatsoever, including but not limited to email, text messages on message boards and/or oral become the sole property of PING CREATES and/or its licensors. The foregoing materials shall be deemed Feedback as such term is defined in Section 1.3 above. You hereby waive any rights to the Feedback or any remuneration for the Feedback. PING CREATES shall have the right (but not the obligation), at its sole discretion, to credit you for the Feedback and you hereby grant PING CREATES a license to attribute such Feedback to you.

6.2 It is understood and agreed that, as part of your participation in the Game Program, it is your responsibility to report all known bugs, abuse of 'bugs', 'undocumented features' or other defects and problems related to the Game and Game Software to PING CREATES as soon as they are found ("Bugs"). If you know about a Bug or have heard about a Bug and fail to report the Bug to PING CREATES, we reserve the right to treat you no differently from someone who abuses the Bug. You acknowledge that PING CREATES reserve the right to lock anyone caught abusing a Bug out of all PING CREATES products.

6.3 It is understood and agreed to that at the request of PING CREATES, you shall return to PING CREATES any and all copies of the Game and Game Software, in any format, delivered to you for review. The return of the material shall not affect your obligations to treat the Confidential Information disclosed to you as confidential.

## 7 Miscellaneous.

7.1 Survival. The provisions of Sections 1.1, 1.2, 1.3, 1.5, 2, 3, 4, 5, 6.2, 6.3, 6.4, 7, 8 and 9 shall continue in full force and effect even after (a) the Game Program has been terminated or completed and/or (b) your participation in the Game Program has been terminated.

7.2 Governing Law; Jurisdiction. If you reside in a Member State of the European Union: (i) the laws of Scotland, excluding its conflicts-of-law rules, govern this Agreement and/or your use of the Game Program and Game Materials; and (ii) you expressly agree that exclusive jurisdiction for any claim or action arising out of or relating to this Agreement and/or your use of the Game Program and Game Materials shall be the Courts of Scotland, and you expressly consent to the exercise of personal jurisdiction of such courts. If you reside elsewhere: (i) the laws of the State of California, excluding its conflicts-of-law rules, govern this Agreement and/or your use of the Game Program and Game Materials; and (ii) you expressly agree that exclusive jurisdiction for any claim or action arising out of or relating to this Agreement and/or your use of the Game Program and Game Materials shall be the federal or state courts that cover San Mateo County, California, and you expressly consent to the exercise of personal jurisdiction of such courts. Disputes subject to this provision include claims related to this Agreement and/or your use of the Game Program and Game Materials involving PING CREATES or its parent, affiliates, subsidiaries, employees, contractors, officers, directors, ,and content providers, and/or its licensors which includes, PING ONLINE COMMUNICATIONS Ltd. Please note that your conduct may also be subject to other local, state, national, and international laws. The parties agree that the UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) shall not apply to this Agreement or to any dispute or transaction arising out of this Agreement.

7.3 Severability. If any provision of this Agreement shall be held invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it valid and

enforceable, and the validity and enforceability of all other provisions of this Agreement shall not be affected thereby.

7.4 Amendment. This Agreement may be amended by PING CREATES from time to time at their sole discretion. You agree to check

[https://pingcreates.com/content/terms/game\\_testing\\_agreement.pdf](https://pingcreates.com/content/terms/game_testing_agreement.pdf) [URL for Game Testing] periodically for new information and terms that govern your participation in the Game Program. Revisions to terms affecting existing elements of the Game Program shall be effective thirty (30) days after posting at pingcreates.com. Terms for new elements of the Game Program are effective immediately upon posting at [https://pingcreates.com/content/terms/game\\_testing\\_agreement.pdf](https://pingcreates.com/content/terms/game_testing_agreement.pdf) [URL for Game Testing].

8 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings of the parties, except for the Terms of Service and Game.

9 In the event that you violate any of the terms set forth in this Agreement or in the Game Program Code Rules of Conduct as embodied in Addendum C, you hereby acknowledge that PING CREATES, in its sole discretion, may remove your access to the Game Program, and bar you from accessing the commercially released version of the Game, as well as subject you to any legal remedies that PING CREATES may take.

#### ADDENDUM A PERMITTED DISCLOSURES

1. The fact that there is a Game Program.
2. The fact that you are a member of the Game Program.

#### ADDENDUM B EXAMPLES OF CONFIDENTIAL INFORMATION

1. Any contact/private information for PING CREATES personnel that is provided to you.
2. Any contact information (address, password, etc.) to any private areas for use in connection with the Game Program, including but not limited to, chat, email and message boards.
3. Any information/discussions/postings from the private boards or forum for the Game Program.
4. Any comments/information that would allow people who are not currently part of the Game Program to get access to the Game Program or Game through either legitimate or illegitimate means.
5. Post or distribute any screen captures, pictures, videos, podcasts, screenshots or any other representations, known or unknown, of any content in the Game or other Game Materials.

6. Any public posting or commentary of the game based on your participation in the Game Program.
7. Any comments or discussions on new features or other new functionalities in the Game or other Game Materials.
8. Any details regarding the stability of the Game or the Game servers.
9. General comments about the Game's overall development.
10. Any comments on any aspect of the Game or other Game Materials not covered by Addendum A above.

ADDENDUM C  
GAME PROGRAM RULES OF CONDUCT

You agree:

1. That you are privileged guests on this system and as guests, we expect you to exhibit common courtesy to all PING CREATES personnel as well as other members of the Game Program. PING CREATES ("we" or "us") will exhibit the same courtesy towards you.
2. You will be helping us shape the Game into a great product and we value your comments/insights/etc. However, that is not a license to be rude, nasty, demanding or generally unreasonable. Please remember that we will be dealing with a lot of people and, as such, a lot of differing opinions regarding what is right or wrong with the game. Just because we don't agree with you doesn't mean we don't value your continued input.
3. We need your feedback. Your access as a game tester for the Game is not a free ride we expect something in return and that is your help.
4. When posting messages about the game in our private message boards or when sending email, please try to be as professional as possible. Repeat the facts as accurately as you can and without undue emotionalism. Saying things like "This game sucks because I lost my points when I did something that crashed the game" is not helpful. If you like something, don't hesitate to tell us. By the same token, if you do not like something or think that something can be improved don't hesitate to tell us that as well. You will never be banned, punished, taken to task, etc. for speaking your mind in an open, honest and professional manner. Honest, well thought out criticism is as valuable to us as are suggestions or praise.
5. Before posting messages publicly about the game outside the PING CREATES boards, please be sure you are adhering to the confidentiality terms of this Agreement and the instructions in Addendum A and Addendum B above. Provided that you are expressly permitted to disclose the information as provided in Addendum A, we do not mind if you say things that are critical about the game but remember that we still have a long way to go. We do not expect you to be mindless shells for PING CREATES or for the Game but neither do we expect you to trash the game just for the sake of trashing it.

6. If requested by PING CREATES personnel to help test an aspect of the game, please cooperate. The sooner we work things out, the sooner the game goes LIVE.

7. Vulgar expressions, coarse language, abusive behaviour, verbal harassment will not be tolerated either towards PING CREATES personnel or other game testers. The use of such language, whether you consider it in-Gameplay, is not acceptable, whether you use it in casual and public speech, 'private links', contacts or even in a Gameplay's name.

8. Part of game testing a product is the responsibility to report all bugs to PING CREATES. Abuse of 'bugs', 'undocumented features' or other such things will not be tolerated. It is the responsibility of all players to report all problems, errors or bugs in the game to PING CREATES as soon as they are found. The continued used of such is contrary to PING CREATES policy as such bugs/errors can damage and delay the completion of this game test. Additionally, if you know about a bug or have heard about a bug and fail to report the bug to PING CREATES, you will be treated no differently from someone who abuses the bug. We reserve the right to lock anyone caught abusing a bug out of all PING CREATES products forever.

9. You will not behave in any manner that is contrary to the 'spirit of the game' as defined by PING CREATES in its sole discretion.

10. You will not represent yourself as an officer or employee, sub-contractor or somehow being connected with PING CREATES or the Game. We reserve the right to lock anyone caught doing that out of all PING CREATES products forever.

11. You acknowledge and agree that your communications with other users, game testers or PING CREATES via chats, conferences, bulletin boards, and any other avenues of communication within the Game or as part of this Game Program are public and not private communications, and that you have no expectation of privacy concerning your use of this Game and participation in this Game Program. You acknowledge that personal information that you communicate within the Game or in connection with this Game Program may be seen and used by others and result in unsolicited communications, therefore we strongly encourage you not to disclose any personal information about yourself in your public communications within the Game or the Game Program. PING CREATES is not responsible for information that you choose to communicate to other users within the Game or the Game Program, or for the actions of other users.

12. In the unfortunate event that a player has engaged in unacceptable behaviour, said player will be treated accordingly. PING CREATES in its sole discretion, reserves the right to terminate the player's access to the Game Program immediately and without further notice.

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