

EMBERCREST

Terms & Conditions

Version 1.0 | Effective Date: May 19, 2026 | Last Updated: May 19, 2026

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR PLAYING EMBERCREST. By creating an account or otherwise accessing the game, you agree to be bound by these Terms in their entirety. If you do not agree, you must not use the game or any of its services.

Acceptance of Terms

These Terms and Conditions ("Terms") govern your access to and use of the Embercrest online game, its website located at embercrestonline.com, the Embercrest Emporium store, and all related services (collectively, the "Service"), operated by Embercrest ("we," "us," "our," or "Embercrest").

By accessing the Service — including by creating an account, entering the game world, or purchasing Embers or any in-game item — you confirm that you have read, understood, and agree to be bound by these Terms and our Privacy Policy, which is incorporated herein by reference.

If you are accessing the Service on behalf of a minor under your guardianship, you accept these Terms on their behalf and assume full responsibility for their compliance.

Eligibility

To use the Service, you must:

- Be at least **13 years of age**. If you are between 13 and 17 years of age, you represent that your parent or legal guardian has reviewed and agreed to these Terms on your behalf.
- Not be subject to any legal prohibition that would prevent you from entering into this agreement.
- Not have had a prior account permanently banned or terminated by Embercrest for a violation of these Terms.

We reserve the right to verify your eligibility at any time. Providing false information about your age or identity may result in immediate account termination.

Account Registration & Security

To access most features of Embercrest, you must create an account through our authentication system. When registering, you agree to:

- Provide accurate, complete, and current information.
- Maintain the security and confidentiality of your account credentials.

- Promptly notify us of any unauthorized access or suspected breach of your account.
- Accept responsibility for all activity that occurs under your account, whether or not authorized by you.

You may only hold **one account per person** unless expressly authorized otherwise. Creating multiple accounts to circumvent bans, exploit seasonal rewards, or gain unfair advantages is strictly prohibited and may result in the permanent ban of all associated accounts.

Accounts are non-transferable. You may not sell, gift, lend, or otherwise transfer your account or its contents — including Embers, in-game items, or characters — to any other person, whether for real-world value or otherwise.

License to Play

Subject to your compliance with these Terms, Embercrest grants you a limited, personal, non-exclusive, non-transferable, revocable license to access and play the game through your web browser for non-commercial entertainment purposes.

This license does not grant you any ownership interest in the game, your account, your in-game characters, or any virtual items or currency you acquire. All such elements are and remain the exclusive property of Embercrest. You have no property, ownership, or other rights over any part of the Service.

You may not copy, reproduce, distribute, transmit, broadcast, adapt, or commercially exploit any element of Embercrest without our prior written consent.

Intellectual Property

Embercrest and all of its components — including but not limited to the game software, source code, game world, zones (including The Ashen Marshes and the Embercrest Range), characters, lore, visual artwork, animations, audio compositions, music, user interface, branding, logos, and the names "Embercrest," "Embers," "The Embercrest Emporium," and all related content — are protected by copyright, trademark, and other intellectual property laws, and are the exclusive property of Embercrest or its licensors.

Any unauthorized use, reproduction, or distribution of our intellectual property is strictly prohibited and may give rise to legal action.

Embers & Virtual Currency

Embers are the premium virtual currency of Embercrest. They may be acquired by purchasing them through The Embercrest Emporium, or earned in limited quantities through high-tier in-game achievements and seasonal events. You acknowledge and agree to the following regarding Embers:

- Embers have **no real-world monetary value** and cannot be redeemed, exchanged, or converted into cash or any other currency outside of the game.
- Embers are a limited license to access certain in-game content, and do not represent any form of property or ownership.
- Embers may only be used within Embercrest and cannot be transferred between accounts.

- Embers earned through gameplay events may be subject to expiration or seasonal limits, as disclosed within the game interface.
- We reserve the right to modify the exchange rate, availability, and utility of Embers at any time with reasonable notice.
- We reserve the right to restrict, reclaim, or delete your Embers if we determine they were obtained through unauthorized means, exploits, or violations of these Terms.

Store & Purchases

The Embercrest Emporium offers purchasable items including, but not limited to, cosmetic skins, mount skins, XP boosts, and convenience items. All items that affect direct combat power are exclusively obtainable through gameplay and are **never sold in the Store**.

Embers are priced at **USD \$0.10 per Ember** (or the equivalent in your local currency at the prevailing exchange rate). Prices are displayed in the Emporium before purchase confirmation and are inclusive of any applicable taxes where required by law.

By completing a purchase, you:

- Authorize us to charge the indicated amount to your designated payment method.
- Confirm that you are the authorized holder of the payment instrument used.
- Acknowledge that all purchases are for digital goods and that by accessing those goods you may lose any applicable cooling-off rights, subject to applicable consumer protection laws.

Embercrest currently accepts payment by card through the secure checkout integrated in the Emporium. Additional payment methods may be added or removed at our discretion.

Refund Policy

All purchases of Embers and in-game items are generally final and non-refundable, except as required by applicable law or as set out below.

No refund will be issued in the following circumstances:

- You were suspended or permanently banned from the Service due to a violation of these Terms.
- You chose to stop playing the game voluntarily.
- You were the victim of in-game scamming by another player (though we will make reasonable efforts to assist you in recovering access to your account).
- You used unauthorized third-party software or exploits to access the Service.
- Embers were obtained through prohibited means, including account trading.

If you believe you are entitled to a refund under applicable consumer law, or if Embers were not correctly credited to your account following a purchase, please contact us at the address set out in Section 18 within **14 days** of the transaction date, providing your account name, transaction reference, and a description of the issue.

User Conduct

Embercrest is a shared, persistent world built on community. We expect all players to engage with one another respectfully and in good faith. You agree that while using the Service, you will:

- Treat other players with respect, regardless of their skill level, guild affiliation, or in-game faction.
- Compete fairly and within the mechanics provided by the game.
- Not exploit bugs, glitches, or unintended game mechanics for personal advantage. If discovered, exploits must be reported to our team.
- Comply with any additional rules published in-game, on our website, or communicated through official Embercrest channels.

Prohibited Activities

The following activities are strictly prohibited and may result in immediate account suspension or permanent ban, as well as legal action where applicable:

- **Cheating & Automation:** Using bots, scripts, macros, auto-clickers, or any unauthorized software to automate gameplay or gain an unfair advantage.
- **Real-World Trading (RWT):** Buying, selling, or trading in-game items, characters, accounts, or Embers for real-world money or other external value outside of systems officially sanctioned by Embercrest.
- **Hacking & Tampering:** Attempting to access, reverse-engineer, decompile, modify, or interfere with the game client, servers, or network traffic in any unauthorized manner.
- **Harassment & Abuse:** Engaging in bullying, hate speech, discrimination, threats, or any form of harassment targeting other players based on any protected characteristic.
- **Impersonation:** Misrepresenting yourself as an Embercrest staff member, moderator, or another player in a manner intended to deceive.
- **Disruptive Behavior:** Intentionally disrupting the gaming experience for others through griefing, spamming, server flooding, or deliberate sabotage of legitimate gameplay.
- **Illegal Content:** Transmitting, posting, or distributing illegal, harmful, obscene, or infringing content through any in-game communication channel.
- **Phishing & Scamming:** Attempting to deceive other players into surrendering their account credentials, items, or Embers.

User-Generated Content

Any content you create or share through in-game channels — including character names, guild names, in-game messages, forum posts, or any other communications — ("User Content") must comply with these Terms and applicable law.

By submitting User Content, you grant Embercrest a worldwide, royalty-free, irrevocable, perpetual, sublicensable license to use, reproduce, display, and distribute such content in connection with operating and promoting the Service.

You represent and warrant that your User Content does not infringe the rights of any third party, including intellectual property rights, privacy rights, or publicity rights. Embercrest reserves the right to remove or modify any User Content at its sole discretion, without notice.

Seasons, Game Updates & Content Changes

Embercrest operates in seasonal cycles. Each Season introduces new content, zones, bosses, leaderboard resets, and limited-time events. Season-specific rewards, rankings, and items may expire at the conclusion of each Season.

We reserve the right, at any time and without prior notice, to:

- Modify, update, suspend, or discontinue any part of the game, including zones, game mechanics, bosses, and in-game items.
- Adjust the stats, availability, or functionality of any in-game item, including items purchased with Embers.
- End or modify a Season, including its rewards structure, at our discretion.
- Conduct server maintenance at any time, which may result in temporary unavailability of the Service.

Embercrest is not liable for any loss of in-game progress, items, or Embers resulting from game updates, server maintenance, or the conclusion of a Season, except as required by applicable law.

Account Suspension & Termination

Embercrest reserves the right, at its sole discretion, to suspend, restrict, mute, or permanently terminate your account at any time, with or without prior notice, for any reason, including but not limited to violation of these Terms, suspected fraudulent activity, or disruptive behavior that harms the community.

In the event of a termination:

- Your license to access and use the Service will immediately cease.
- Any unused Embers or in-game items will be forfeited, with no right to compensation, except where required by law.
- You may not create a new account without our express written permission.

If you believe your account has been suspended in error, you may submit an appeal through our support channels within **30 days** of the suspension notice. We will review appeals in good faith, but our decision is final.

You may also terminate your account at any time by contacting us. Upon termination, your data will be handled in accordance with our Privacy Policy.

Disclaimers

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR UNINTERRUPTED OR ERROR-FREE OPERATION. EMBERCREST DOES NOT WARRANT THAT THE SERVICE WILL ALWAYS BE AVAILABLE, SECURE, OR FREE FROM BUGS, VIRUSES, OR OTHER HARMFUL COMPONENTS.

We do not guarantee that any specific feature, zone, item, or seasonal content will remain available for any particular period of time. The game world and its contents are provided for entertainment purposes and may change at our discretion.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EMBERCREST AND ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND LICENSORS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES — INCLUDING BUT NOT LIMITED TO LOSS OF IN-GAME ITEMS, VIRTUAL CURRENCY, OR CHARACTER PROGRESS — ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SERVICE, EVEN IF EMBERCREST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

In no event shall our total aggregate liability to you for any claims arising from or related to these Terms or the Service exceed the greater of (a) the total amount you paid to Embercrest in the twelve (12) months preceding the claim, or (b) USD \$50.00.

Some jurisdictions do not allow limitations on implied warranties or exclusion of incidental or consequential damages. In such cases, the above limitations may not apply to you in full, and only to the extent permitted by applicable law.

Governing Law & Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the jurisdiction in which Embercrest is legally established, without regard to conflict-of-law provisions.

Any dispute, controversy, or claim arising out of or relating to these Terms or the breach, termination, or validity thereof shall first be submitted to good-faith negotiation between the parties. If unresolved within 30 days, disputes shall be submitted to binding arbitration or the competent courts of the applicable jurisdiction, as determined by Embercrest.

Notwithstanding the above, nothing in these Terms prevents either party from seeking injunctive or other equitable relief in any court of competent jurisdiction to protect intellectual property rights or prevent unauthorized use of the

Service.

Changes to These Terms

We reserve the right to amend these Terms at any time. When we make material changes, we will notify you by posting a notice within the game, on our website, or through the registered contact email associated with your account, at least **14 days before** the changes take effect (or a shorter period where legally required or in response to security concerns).

Your continued use of the Service after the effective date of any changes constitutes your acceptance of the revised Terms. If you do not agree to the revised Terms, you must stop using the Service before the effective date of the changes.

Contact

If you have questions about these Terms, wish to submit a refund request, report a violation, or appeal an account decision, you may contact us through:

- **Website:** embercrestonline.com
- **Support:** embercrestonline.com/support
- **Email:** legal@embercrestonline.com

We will make every effort to respond to your inquiry within a reasonable timeframe. For urgent matters related to unauthorized account access or suspected payment fraud, please contact us immediately.