**AGREEMENT FOR NON-COMMERCIAL USE**

**For Fan and News Sites, Online Radio Stations and Chat Venues**

Please read this document carefully: This Community Outlet User Agreement (“License”) is a legal and binding Agreement between you and/or your organization (“YOU”), CCP Games, its subsidiaries, affiliates and licensors (collectively “CCP”). By indicating your acceptance, you accept all the terms and conditions of this Agreement. Your use of any and all game materials and your development and provision of a community outlet are subject to this Agreement.

WHEREAS, CCP has developed certain intellectual properties, including, but not limited to; artwork, characters, story-lines and other characteristics of the universe in Eve Online (The Properties) in connection with the computer game Eve Online and is willing to grant you the right to use some of these Properties in a non-commercial manner as set forth in this Agreement; and

WHEREAS, you desire to use art assets or other intellectual properties for a single non-profit, non-commercial purpose as set forth in this Agreement;

NOW, THEREFORE, you agree as follows:

**1. License**

*1.1. Non-commercial use license*

Upon the terms and subject to the conditions of this Agreement, CCP hereby grants to you a non-exclusive, non-transferable right and license to use some of its intellectual property in a non-commercial manner. You may not, and may not permit others to, use, reproduce, sublicense, distribute or dispose of any intellectual properties, in whole or in part, except as expressly permitted under this Agreement.

*1.2. License to Use Trademark and Trade Name*

Any and all trademarks and trade names that CCP uses in connection with the non-commercial license granted hereunder are and remain the exclusive property of CCP. Nothing contained in this Agreement shall be deemed to give you any right, title or interest in any trademark or trade name of CCP relating to the Properties except as expressively permitted under this Agreement.

*1.3. Purpose*

Your use of any of the Properties is for a single non-commercial purpose; outlined in an application for non-commercial use (Application) filled out after agreeing to this Agreement, and is limited to those parts of the Properties required for that purpose. CCP reserves the right to judge which parts of the Properties are necessary in each case and to limit other uses at its sole discretion. Unless specifically noted, this Agreement does not cover uses of software owned by the CCP.

**2. Conditions**

*2.1. General Principles*

You are bound by the following principles:

* You will make it clear that this use is unofficial by including some wording to the effect that, for example, "**This material is used with limited permission of CCP Games hf. No official affiliation or endorsement by CCP Games hf is stated or implied.**”
* In such cases as you are permitted to use such material, you will not change official trademarks in any way (e.g., remove, obscure, stretch or deform them).
* You will include an appropriate disclaimer on any material that could otherwise be construed as the work of CCP Games.
* You undertake to make the origins of the intellectual property very clear; in other words, make sure that from a brief review of this material people know that the intellectual property being used for a non-commercial purpose is CCP Games’ intellectual property (and not your own IP or the IP of a third party).

*2.2. Non-permissible acts*

You undertake not to perform any of the following acts:

* Use the Property in relation to any commercial activity. This includes, for example, paying a printer to print some flyers, obtaining sponsorship, or selling non-CCP Games materials using CCP’s trademarks. This shall not prevent websites from using revenues from banner ads to cover the costs of the website operation, as long as such advertising is not the primary purpose of the website in question and advertisements are in compliance with [EVE Online End User License Agreement](http://www.eveonline.com/pnp/eula.asp), [EVE Online Terms of Service](http://www.eveonline.com/pnp/terms.asp) and [EVE Website Terms of Use Agreement](http://www.eveonline.com/pnp/termsofuse.asp).
* Use CCP’s trademarks in respect of your domain name.
* Use The Property in relation to any third party products or third party intellectual property.
* Alter CCP’s trademarks in any way.
* Use any of The Property without appropriately crediting the intellectual property and using appropriate disclaimers in accordance with this Agreement.
* Create, distribute, or use any material that is not consistent with the functionality, atmosphere, and parameters of the Eve Online universe as created and owned by CCP Games.
* State that anything that is created using the Property is "official."
* Create, distribute, or use any material that is derogatory, obscene, or offensive.
* Create, distribute, or use any material that devalues any CCP Games product in any way.
* Pretend that you are affiliated with, represent or work for CCP Games in any way shape or form.

**3. Limitations**

*3.1. Time or task limits*

This Agreement is valid only for a limited time or for a certain number of tasks or projects. Refer to the Application filled out as part of this Agreement.

*3.2. Limitation of liability*

You agree to indemnify CCP for any and all claims, damages, losses, and causes of action arising out of his publication and/or use of material inspired by or based on intellectual properties owned by CCP. Under no circumstances including, but not limited to, negligence, shall CCP be liable for any special or consequential damages that result from the use of the Properties.

*3.3. Termination and discontinuation*

You agree that CCP, in its sole discretion, may terminate the right to use the Properties, in whole or in part, for any reason whatsoever, in CCP’s sole discretion, with or without notice. You agree that CCP shall not be liable to you or any third-party for any such termination.

*3.4. Creative Control*

CCP reserves the unconditional rights to monitor the content of any works inspired by or based on the Properties and to take any steps necessary to ensure continuity and consistency of the Eve Online universe or any other intellectual property of CCP.

**4. General**

*4.1. Jurisdiction and Venue*

This Agreement shall be governed by and construed in accordance with the laws of Iceland. Jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach thereof, shall be only with Héraðsdómur Reykjavík.

*4.2. Entire Agreement*

This Agreement, including the Application, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between the parties. This Agreement may not be modified except by a writing signed by a duly authorized representative of each of the parties.

*4.3. Severability and Waiver*

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement. Any waiver by any party of any breach of any provisions hereof shall not be effective unless made in a writing signed by the party to be bound.

*4.4 Age Requirements*

By consenting to this Agreement, you hereby represent to CCP that you are 13 years of age or older. The age requirements differ from country to country. If you are under 20 years of age, you may need to obtain the permission of your parent(s) or legal guardian to agree to this Agreement. We strongly suggest that you check your local, state, province, country or regional legal restrictions that may be applicable to your Internet use.