

## **1. General Principle**

### **Definition of Operational Policy**

- This Operational Policy contains information members (refers to a person who agreed to the Terms of Service; hereinafter referred to as "member") should acknowledge and understand while using the services provided by Pearl Abyss (hereinafter referred to as "Company") and the operational guidelines and criteria—penalties and/or repercussions (hereinafter referred to as "restriction") for violating the terms and conditions ("Terms"); appeal process for restrictions; recovery support policy—for members playing the online game (hereinafter referred to as "game") provided by Pearl Abyss.
- In accordance with Article 14.2 of the Terms of Service, members are obligated to comply with all the provisions of this Operational Policy. If a member violates the Operational Policy, the member shall be deemed to have also violated the Company's Terms of Service. In such an event, the member may be subject to restrictions in accordance with the Operational Policy and Terms of Service.
- Any matters not aforementioned in this Operational Policy shall be governed by the Terms of Service, and any matters other than that shall be governed in accordance with the relevant laws/regulations and/or general social norms.
- This Operational Policy applicable to the Black Desert game service.

### **Operational Policy Changes and Notifications**

- The Company reserves the right to revise and/or amend the Operational Policy in order to provide better services. Amendments and revisions shall be made easily available (website notice, email notification, etc.) to members by way of notification.
- Members are advised to periodically check our notices and emails for any revisions/amendments to the Operational Policy, as the Company shall not be held liable, unless otherwise stipulated by the relevant laws/regulations, for any damages and/or disadvantages caused by misapprehension of any amendment or revision.

### **Definition, Role, and Responsibility of a GM**

- GM stands for "Game Master." GMs shall process members' inquiries and requests in accordance with the procedures and methods set forth in the Black Desert Operational Policy to ensure the proper operation of the game and the management of members' rights to use the game.

- GMs shall strive to quickly address and respond to service related issues in order to ensure a stable service of Black Desert.
- GMs shall not engage in disputes between members. However, if the content of the dispute between the members is deemed to be a serious matter relevant to the operation of the game (such as break down of game order, violation of actual law or public order, etc.), appropriate measures may be taken in accordance with this Operational Policy.
- GMs are strictly prohibited from offering benefits to specific members and from providing information about upcoming Black Desert services, including updates and events, unless an announcement has already been disclosed to the general public.
- GMs shall not request or change/disclose a member's personal information within the game. However, when requested to provide personal information through a legitimate process by a government agency or a judicial authority etc., the Company may provide personal information to the agency concerned.

### **Rights and Obligations of Members**

- Members shall acknowledge and understand this Operational Policy. The Company is not obligated to provide assistance in the event of problems or harm caused by the member's failure to observe the Operational Policy.
- Members shall provide correct and accurate information when registering for membership. If false, stolen, and/or inaccurate information is provided, the member may be restricted from utilizing the services. In addition, this member shall no longer be entitled to the protection of their rights regarding their account information.
- The Company holds ownership of all game content, such as in-game characters and items. Members can receive guidance and support in resolving any issues that may occur while using the game by inquiring through Customer Support.
- Members shall report any problems, such as bugs or game system errors, found while using the services of the Company, and shall not disseminate the problems to other members or utilize the problems for unauthorized purposes. In the event the member does not report the occurrence of such problems and uses with the intent of gaining advantages, the member may be restricted from using the services in accordance with the Operational Policy for bringing harm to other members.
- Members may be restricted from using the services if they are found to have circulated or disseminated false information which has not been officially announced by the Company, and in doing so, causing confusion to other members.

- Members may be restricted from using the services in the event members violate any of the provisions stipulated in the [7. Table of Restriction Criteria].
- The Company shall not be liable for any loss incurred from the inability to access the game as a result of a member being restricted from using the services.
- Members shall respect the rights of other members; this is an online game where many members play at the same time.
- Members shall be responsible for the protection and management of their account information. The Company shall not be liable in the event of any damages caused by a third-party using their account information as a result of the member's negligence in protecting and managing their account information.

Members shall comply with any investigation due to suspicion of using unauthorized programs/macros. If the member is unwilling to comply or unresponsive, the member shall be logically deemed as using unauthorized programs not permitted by the Company.

## **2. Recovery Support Policy**

- In the event a member's item/character is lost and/or data is changed due to a technological error of the Company, recovery support of the lost item/character or changed data will be granted if the details of the error are clearly verified by the in-game records, and the recovery does not unduly impact the game balance.
- Member's character and item data is always subject to change, modification, or deletion according to game design or operational judgement; recovery support will not be granted in such cases.
- In principle, losses that occur due to member's failure to acknowledge and understand the details of the game system, Operational Policy, in-game notices, and notices on the website or due to the member's negligence are not eligible for recovery except for the losses enumerated under **[3. Table of Recovery Support Criteria]**. Recovery for each category will be processed based on the recorded data, and any losses that do not have record cannot be recovered.
- For recovery, an inquiry shall be made within 15 days from the date of loss through our Customer Support as it would be difficult to recover data beyond this date. If it exceeds 15 days, data might be hard to recover.

### 3. Table of Recovery Support Criteria

● In principle, losses that occur due to member's mistake, or an error in the game system, recovery is subject to the Table of Recovery Support Criteria below. For cases not listed below, the general principles of recovery will determine whether or not a recovery is possible

Category	Details and Specifics	Recovery Support	Notes
Account	Deleted accounts	X	<ul style="list-style-type: none"> <li>Accounts deleted after the 15-day wait period cannot be recovered since the personal information was also deleted</li> </ul>
Character	Characters accidentally/mistakenly deleted	O	<ul style="list-style-type: none"> <li>Recovery is limited to twice a year per account</li> <li>Character data is recovered to the same state as at the time of deletion</li> <li>If the name of the character to be recovered already exists/is in use, the name of the deleted character will be arbitrarily changed before recovery</li> <li>Recovery is not possible if there are insufficient character slots</li> <li>Characters below level 10 cannot be recovered</li> </ul>
Mount	Account owned mounts (donkeys, horses, camels, wagons, ships, etc.)	O	<ul style="list-style-type: none"> <li>Recovery is limited to twice a year per account</li> <li>Recovery is possible for mounts sold to NPCs or Imperial Horse Delivery</li> <li>All items and silver obtained from selling the mount will be withdrawn</li> <li>Mounts lost from breeding, exchanging, or being sold on Horse Market cannot be recovered</li> <li>Status of the recovered mount may differ from its status at the time it was sold</li> </ul>
	Guild owned mounts (ships, elephants)	O	<ul style="list-style-type: none"> <li>Recovery is limited to twice a year per account</li> <li>Deleted/discarded mounts may be recoverable</li> <li>Only the guild master can apply for recovery</li> </ul>
Quest	Selected the wrong item after completing a quest	O	<ul style="list-style-type: none"> <li>Recovery is limited to once a month per account</li> <li>Recovery is limited to items with no history of usage</li> <li>Recovery only applies to recoverable items.</li> </ul>

Event and Challenge	Selected the wrong optional/pick reward for an event or Challenge	O	<ul style="list-style-type: none"> <li>• Recovery is limited to once a month per account</li> <li>• Recovery is limited to items with no history of usage</li> <li>• Recovery only applies to recoverable items.</li> </ul>
Fairy	Fairy related changes (all changes to Fairies such as release, sprout, rebirth) Items used for Growth	X	
Item	Items lost due to a character's death ( <del>including character EXP</del> )	O	<ul style="list-style-type: none"> <li>• Recovery is limited to twice a year per account</li> <li>• Only recovered if reported within 72 hours upon death of the character</li> <li>• Recovery of breakdown of adjustments limited to characters with 1 death</li> <li>• Recovery cannot be made if character has negative karma upon death <ul style="list-style-type: none"> <li>• Recovery cannot be made for character adjustments, character EXP, and on trade items</li> </ul> </li> </ul>
	Items mistakenly/accidentally purchased from an NPC shop	O	<ul style="list-style-type: none"> <li>• Recovery is limited to once a month per account</li> <li>• Items cannot have been opened/used/equipped</li> <li>• Mistakenly/accidentally purchased items with randomly set prices (such as from the secret shop) are not eligible for recovery</li> <li>• Items purchased through the Central Market/Marketplace are not eligible for recovery</li> </ul>
	Items mistakenly/accidentally sold to an NPC shop	O	<ul style="list-style-type: none"> <li>• Recovery is limited to twice a year per account</li> <li>• All items and silver obtained from selling the item will be withdrawn</li> <li>• Items mistakenly/accidentally sold through the Central Market/Marketplace are not eligible for recovery</li> </ul>
	Items accidentally	O	<ul style="list-style-type: none"> <li>• Items exchanged after a confirmation or agreement prompt during the exchange process cannot be recovered</li> </ul>

exchanged in the NPC exchange window		<ul style="list-style-type: none"> <li>• Recovery is not possible if the items received from the accidental exchange were equipped or used</li> </ul>
Items deleted	○	<ul style="list-style-type: none"> <li>• Recovery is limited to twice a year per character</li> <li>• Items with expiration dates/usage periods cannot be recovered</li> <li>• Certain items may not be recoverable to the same state as at the time of deletion</li> <li>• Exception: Recovery for paid content will be based on the record at the time of deletion</li> <li>• Character-bound paid items (Pearl Items) will be recovered to the Pearl inventory of the same character</li> <li>• <b>Exception: Excludes items which can be recovered through the item recovery feature/function within the game</b></li> </ul>
Items extracted from using the Black Stone Extraction system	○	<ul style="list-style-type: none"> <li>• Recovery is limited to twice a year per character</li> <li>• Items with expiration dates/usage periods cannot be recovered</li> <li>• Certain items may not be recoverable to the same state as at the time of deletion</li> </ul>
Items extracted from using the Devour system	○	<ul style="list-style-type: none"> <li>• Recovery is limited to twice a year per account</li> <li>• Recovery is only possible if there have not been any enhancement attempts made on the item after it was Cleansed.</li> </ul>
Items lost by deleting in-game mail	X	<ul style="list-style-type: none"> <li>• Deleted in-game mail (including attached items) cannot be recovered</li> </ul>
Items with downgraded enhancement levels using the Cleanse system		<ul style="list-style-type: none"> <li>• Recovery is limited to twice a year per character</li> <li>• Recovery is only possible if there have not been any enhancement attempts made on the item after it was Cleansed.</li> </ul>
Items used in Cooking,	○	<ul style="list-style-type: none"> <li>• Recovery is limited to twice a year per account</li> <li>• Recovery is limited to only the first task, and not possible</li> </ul>

	Alchemy, and Processing		<p>for mass production</p> <ul style="list-style-type: none"> <li>• Items used in game content which include probabilistic (“chance-based/random number generator”) outcomes/rewards cannot be recovered</li> <li>• Items other than weapons, gear, and accessories cannot be recovered</li> <li>• Recovery may not be possible for Life EXP and similar data</li> </ul>
	Items dropped by monsters in an accessible location	X	<ul style="list-style-type: none"> <li>• Recovery is not possible as the owner of the item(s) dropped by the monster(s) cannot be verified</li> </ul>
	Items with downgraded enhancement levels due to failed enhancement attempts	X	<ul style="list-style-type: none"> <li>• Any item(s) consumed in the enhancement attempt cannot be recovered</li> <li>• Numbers for Enhancement Chance Increase (stacks) consumed in accidental enhancement attempts cannot be recovered</li> </ul>
	Request for an item to be deleted (Item cannot be deleted by the member)	O	<ul style="list-style-type: none"> <li>• Deleted items (deleted with member’s consent) cannot be recovered</li> </ul>
Guild (includes Clan)	Items purchased by mistake/accident from the Guild Shop	O	<ul style="list-style-type: none"> <li>• Recovery is limited to twice a year per account; recovered silver will be sent to Guild Storage</li> <li>• Only the guild master can apply for recovery</li> <li>• Exception: Recovery is not possible if the guild master changes after the purchase</li> <li>• Items cannot have been opened/used/equipped</li> <li>• Guild activity and other individual data cannot be recovered</li> <li>※ Guild funds (excluding Welfare funds) are recoverable</li> </ul>
	Items used for accepting or progressing guild quests	X	

	Recovery of a disbanded guild (clan)	X	
	Recovery of items in guild storage (includes guild crafting items)	X	<ul style="list-style-type: none"> <li>• Items and/or silver in guild storage cannot be recovered</li> <li>• Even if items and/or silver in guild storage are accidentally or intentionally lost by a guild member, they cannot be recovered</li> </ul>
Pearl Shop	Purchased the wrong item(s) from the Pearl Shop	O	<ul style="list-style-type: none"> <li>• Recovery is limited to once a month per account</li> <li>• Must be within 7 days from the date of purchase</li> <li>• Item must be kept in a collectable state</li> <li>• Items will be recovered to the same character as the character at time of purchase</li> <li>• Items with time-limits will be recovered with the period remaining at time of the recovery date</li> <li>• Coupons used at the time of purchase can be recovered</li> <li>• When an outfit is recovered, the dyes, items use to create sockets, and crystals in the sockets will not be recovered</li> <li>• Exchanged pets cannot be recovered</li> <li>• Items that have the same skills, yet different names cannot be recovered e.g. If [event] Beast's Draught was used upon purchase, it cannot be recovered</li> </ul>
	Items gifted by mistake/accident through the Pearl Shop	O	<ul style="list-style-type: none"> <li>• Must be within 15 days from the date the gift was received</li> <li>• At the request of the gift giver, the Pearls will be refunded once the gifted items have been removed/withdrawn</li> <li>• Exception: Recovery is not possible if the gift receiver has collected the item(s) from the mail</li> <li>• Recovery is not possible if the gift receiver does not agree to the removal/withdrawal of the item</li> <li>※ Gifted items—among those 'Underwear, Accessories'—categorized by class that are unopened, unequipped, and cannot be registered on the Central Market can be exchanged once for the same item under a different class. (e.g. [Ranger] Lazies Underwear can be exchanged for [Sorceress] Lazies Underwear)</li> <li>※ Exchange is not possible if the same gifted product</li> </ul>

			does not exist for the class
Loyalties	Purchased the wrong item(s) on the Loyalties tab	○	<ul style="list-style-type: none"> <li>• Must be within 7 days from the date of purchase</li> <li>• Item must be kept in a collectable state</li> <li>• Items will be recovered to the same character at the time of purchase</li> <li>• Items with time-limits will be recovered with the period remaining at time of the recovery date</li> </ul>
Fraud	Damage from fraud (Cases where the intent to commit fraud is clearly identifiable through the in-game records)	○	<ul style="list-style-type: none"> <li>• Retrieval is limited to twice a year per account (January 1 - December 31)</li> <li>• Retrieval is not possible if the item has been used or consumed</li> <li>• Retrieval is not possible regarding fraud during real-money transactions</li> <li>※ Retrieval means an item that was the subject of fraud will be returned in the same state it was changed to by being exchanged/sold/purchased/consumed/enhanced/etc.</li> </ul>

※ Recovery will be limited regarding cases where items are lost intentionally by a member, in violation of system settings, or possibly abusable within the game.

※ Cases/recovery requests due to changes in opinion/buyer's remorse for reasons such as update or changes to item settings, etc. are not eligible for recovery.

※ Recovery for each case is processed based on recorded data; if records do not exist, the recovery is not possible.

※ Limits on the number of times a recovery can be fulfilled is set per account. Members are asked to manage and protect their accounts accordingly. Requesting recovery due to stolen information will be counted towards the limit even if the account is shared by multiple people.

※ In the event the Operational Policy is violated by abusing the item recovery and other services, there may be restrictions from using the game.

#### 4. Website Operation and Posting Policy

● The Company may temporarily suspend website services for the purpose of improving the quality of services and/or maintenance.

● This Posting Policy is an operational policy that applies to the forum/bulletin board/posting

service of the Black Desert website.

- Post/Posting refers to text, image, audio or information (written work, art, or video that is comprised of any of the previous three) in association with the use of the Black Desert website services, such as the member forum/bulletin board.
- In order to establish a healthy and safe community culture that is shared by all, posts or content may be moved or deleted without prior notice in accordance with the [5. Table of Restriction Criteria for Inappropriate Website Posts].
- The Terms of Services shall govern cases not listed in the Posting Policy. If the contents of the Terms of Services differ from the Posting Policy, then the contents of the Posting Policy shall prevail.

### 5. Table of Restriction Criteria for Inappropriate Website Posts

- In the event any of the acts described in the following "Table of Restriction Criteria on Inappropriate Website Posts" are identified, the relevant posts and comments shall be deleted by the Company.
- Further, the erring member may be subject to the restrictions on posting/commenting on the website (1-day posting restriction for 1st violation, 3-day posting restriction for the 2nd violation, 7-day posting restriction for the 3rd violation), and permanent restriction on website posting may be imposed for the 4th violation or further.
- Users may request to have a post removed or the poster suspended if a post violates the policy according to the related law or through the procedures set by the Customer Support. The Company must respond with measure that is appropriate to the related law.

Category	1st Violation	2nd Violation	3rd Violation	4th Violation	Severe Violation
Table of Restriction Criteria for Inappropriate	Post/Comment Deleted - Restriction	Post/Comment Deleted - Restriction	Post/Comment Deleted - Restriction	Post/Comment Deleted - Permanent Restriction on Website	- Permanent Restriction on Website Posting Privileges - Permanent Restriction for Game Services

Website Posts	on on Posting (1 Day)	n on Posting (3 Days)	n on Posting (7 Days)	Posting Privileges	
<p>"Inappropriate Posts" may mean or refer to an act in any of the following subparagraphs.</p> <p>(1) Act of posting any of the following:</p> <ul style="list-style-type: none"> <li>• Posts that cause sexual degradation, disgust, discomfort or similar to others</li> <li>• Posts that are intended to defame or harass others (including personal attack and rumors)</li> <li>• Posts that contain malicious code or induce system failure</li> <li>• Posts that maliciously disseminate false information regarding a particular individual and/or company</li> <li>• Posts that cause confusion or direct/indirect harm to the Company or others by disseminating unconfirmed information</li> <li>• Posts that degrade or discriminate against a race, gender, or a particular region.</li> <li>• Post that promotes or slanders a particular religion or ideology</li> <li>• Posts that are related to real money trading or item trading</li> <li>• Posts that are related to the act of sharing, renting, or trading account information with others</li> <li>• Posts that incite violence, wrongdoing and/or gambling</li> <li>• Posts that are related to acts violating the Terms</li> <li>• Posts that are unrelated to the nature of the bulletin board/forum or detrimental to the community</li> <li>• Posts that are prohibited by other Terms, the policy of each bulletin board/forum, and any relevant laws/regulations</li> </ul> <p>(2) An act of interfering with the operation of the forum/bulletin board by making a large number of posts in a short time or repeatedly posting the same content</p> <ul style="list-style-type: none"> <li>• If an inappropriate post is identified, the Company shall restrict the post registrant in accordance with this provision, and the post will be deleted/moved, or made unviewable by the person who wrote the post as well as any commentators.</li> </ul> <p>※ In the event there is significant enough cause, such as but not limited to causing severe damages to the Company/other Members, or violation to the relevant laws/regulations, the Company reserves the right to dispense with the scale of penalty on posting restrictions and permanently restrict the erring member on the website service and/or on Black Desert game service immediately.</p>					

## 6. Use Restriction Policy

### Restriction and Reporting Process

- The restrictions and reporting process for the violation of the Terms of Service and Operational Policy are as follows.

- Act of violating the Terms/Policy → (Reported) → GM investigates → (Prior Notice) → Restrictions → Appeals → Notification with results of appeal

- Reporting "Fraud", "Inappropriate Language", and "Account Hijacking" is only possible within 15 days of being harmed by the "Fraud", "Inappropriate Language", and "Account Hijacking".

- The Company shall strive to respond to a member regarding the progression of their case within 48 hours after the Company receives the member's report. However, if time is required to identify and uncover the facts, the response time may take up to 15 days.

- The Company shall notify the member of the restriction details, the reason for the restrictions, how to appeal, etc. by email, in-game mail, a popup on the title screen, etc. at the time of restrictions. However, for certain acts that are specified separately in the Terms of Service, the Company may instead provide post-notification.

### ● **How to Send Reports, Inquiries, and Appeals**

- Members can submit appeals regarding restrictions through the website's Customer Support within 15 days of being notified.

### ● **Possible Appeal Effect:**

- If the objection made by the member is deemed reasonable, the Company shall remove the restrictions imposed on the member and recover adjusted items, etc.

- If the category of a restriction is changed through an appeal after a restriction is imposed according to the Table of Restriction Criteria, the restriction period will be retroactively changed from the start date of the previous restriction.

- If you do not file an appeal within the time limit during the temporary restriction period, the temporary restriction status will be maintained, and if the appeal is not deemed reasonable even if the objection is filed, the account will be immediately converted to permanent restriction.

### **Restriction Types**

● **Warning:** GM's warnings/recommendations, activity restrictions, character/family/guild name changes, deletion of post/images, being forcibly exited from the game, and includes other

temporary restrictions

- Period-based Restrictions: restrictions to the use of game service and related services (game login, community forum, etc.) for a certain period of time.
- Permanent Restrictions: permanent restrictions to the use of game service and related services (game login, community forum, etc.).
- Content Restriction: temporary restrictions to the use of game content due to acts that violate said game content. This includes actions such as obscuring chat, and content restrictions may be applied on a per account, guild, or clan basis.
- Community Restriction: temporary restrictions to the use of website's community forums/boards.
- Hardware Restriction: Certain hardware will be restricted from accessing the game for violating the operational policy.
- Adjustment of Game Data: changes, deletions, and resets to the properties of any numerical data that can be obtained through the game systems, such as Family/Character information, items, paid content, and silver, which are related to any violating acts.
- Retrieval: if a violation is deemed to have a severe impact to the entire system of the game economy or negatively impacts other members' gameplay, 3 times the value of the items gained unfairly through the violation may be changed, deleted, or reset. However, up to 200 billion silver may be collected if the amount unfairly gained cannot be clearly calculated.
- Customer Support Restriction: restrictions to the use of Customer Support services for a set period of time.
- IP Restriction: restriction to certain IP addresses
- Hardware Restriction: Certain hardware will be restricted from accessing the game for violating the operational policy.

**The criteria for restrictions are as follows.**

- The Company reserves the right to impose "Adjustment of Game Data", "Retrieval", and "Content Restriction" at the same as imposing "Warning", "Period-based Restriction", and "Permanent Restriction".
- If two or more acts that violate the Terms are identified, the Company may impose restrictions based on the most serious violation to each act.
- If a third-party uses a member's account and violates the Terms of Service and/or Operational

Policy while sharing an account, restrictions may be imposed on the member and the account.

- If a member acquires an item obtained by a member violating the Terms of Service and Operational Policy, the Company shall retrieve this item and all related numerical data from the Character/Family. In addition, the account that acquired the item and data may be subject to restrictions in accordance with the Operational Policy.
- If the category of a restriction is changed through an appeal after a restriction is imposed according to the Table of Restriction Criteria, the restriction period will be retroactively changed from the start date of the previous restriction.
- If access to the game is not available due to game restrictions, the logins missed during the restriction period will not be counted towards the Returning Adventurer period.

## 7. Table of Restriction Criteria

- If any act listed in the "Table of Game Restriction Criteria" and "Table of Chatting Restriction Criteria" below are committed, the member who committed the act may be held legally liable and be subject to the robust restrictions and penalties as imposed by the Company. The list of violations enumerated hereunder is not exclusive and may include other offenses which constitute as violations of the Terms of Service, related laws, and acts that severely impact the balance or systems in the game, which may result in restrictions that are not included in this Operational Policy.
- Depending on the severity of the violation committed by the member - Warning, Period-based Restriction, Permanent Restriction, Retrieval, Penalty, etc. may be imposed. In addition, depending on the violation, two or more restrictions can be imposed at the same time, in which case, the Company shall impose restrictions based on the most serious violation.
- Even if several members violate the same matter, the Company may judge which restrictions should be imposed among: Warning, Period-based Restriction, Permanent Restriction, Retrieval, Penalty, etc., depending on the severity of the act.
- Other than that, if a member's act is found to be contrary with relevant laws and regulations, the Company will immediately take strong actions of restrictions and the Company can ask for investigation or help to the authorities concerned and judicial authorities, and vice versa, the Company will respond immediately in case there are requests from the authorities concerned and judicial authorities for cooperation.

Violation	Details	1st	2nd	3rd
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		Violation	Violation	Violation
Account Hijacking/ Payment Theft/ Identity Theft –	<p>1) An act of using another person's personal information to create an account or use the service.</p> <p>2) An act of causing harm to the account data etc. (family, character, item, pearl, loyalties, etc.) through unauthorized access to another member's account</p> <p>3) An act of making payments for service use, etc. through unauthorized access to another person's payment method</p> <p>※ All accounts that have participated, and/or related to these accounts, in "Account hijacking, payment theft, and identity theft" will be restricted in accordance to the restriction criteria.</p> <p>–</p>	Permanent Restriction		
Data Manipulation and Extraction	<p>1) An act of manipulating the game data provided by the Company</p> <p>2) An act of extracting information that has not been disclosed by the Company</p>	Permanent Restriction		
Attack on Server and Client Manipulation	<p>1) An act of attacking or using unauthorized methods to connect to the Company's game and service servers</p> <p>2) An act of using the server and client differently from the original intent the Company has provided.</p> <p>3) An act of manipulating the server and client provided by the Company</p> <p>※ If any of above acts are identified, the Company may not only impose permanent restrictions, but also request an investigation by the authorities concerned and judicial authorities</p>	Permanent Restriction		
Producing and Use of Unauthorized	<p>1) An act of producing or distributing the programs, macros, devices, or equipment (hereinafter referred to as 'unauthorized</p>	Permanent Restriction		

<p>d Programs and Macros</p>	<p>programs') that disables the technological protection of the service or disrupts the normal operation of the service</p> <p>2) An act of playing the game using unauthorized programs and macros</p> <p>3) An act where repeated actions similar to the patterns of an unauthorized program user is identified in the game data</p> <p>4) An act where the Company's security program deems the user of using unauthorized programs and macros.</p> <p>5) The Company's anti-cheat system catches the unauthorized program.</p> <p>※ If a specific device or IP is found to have been constantly using unauthorized programs, the IP and/or hardware will be restricted.</p>	
<p>Bot (Farm/Cluster)</p>	<p>1) An act of using the game with multiple accounts or through a systematic and collective manner for the purpose of profit</p> <p>(2) If your account was a part of the preceding conduct (1) by giving or leasing, entrusting, or permitting the use of one's own or a third party's account.</p>	<p>Permanent Restriction</p>
<p>Violation of Law</p>	<p>(1) An act of violating (contrary to) the governing law and provided services</p> <p>(2) An act of violating (contrary to) the law and services that is identified by an outside agency (organization)</p>	<p>Permanent Restriction</p>
<p>Attempting or Suspicion of Unauthorized</p>	<p>Attempting or Suspicion of Unauthorized Program/Macro Use</p> <p>Violation Criteria</p>	<p>Temporary Restriction &gt; Change to Permanent Restriction</p>

<p>d Program/Macro Use</p>	<p>1) An act of not answering questions, answering the question incorrectly, or similar when actions of abnormal records are identified on a character and is deemed as needing investigation</p> <p>2) An act of using inappropriate language, offensive terms, threats, swearing at the GM during questioning and/or an investigation</p> <p>3) An act of attempting to use computer programs, devices, or equipment that are not provided or authorized by the Company or repeating certain actions which can be suspected as unauthorized program/macro use</p> <p>※ Investigations into the use of unauthorized programs and macros may result in sudden chat messages and/or other ways of requesting responses.</p> <p>※ The same penalties will be applied even if another individual is playing instead of the member.</p> <p>※ Depending on the severity of the violation, "IP/Hardware Restriction" may also be applied.</p>			
<p>Fraud and Impersonation</p>	<p>1) An act of taking unfair advantages by impersonating someone</p> <p>2) An act of impersonating a GM, company employee, or a related individual</p> <p>3) An act of impersonating an individual to cause disadvantage or offense to the impersonated individual</p> <p>※ If both 1 and 2 are violated at the same time, we reserve the right to impose permanent restrictions even if it is the 1st</p>	<p>Restriction (30 days)</p>	<p>Restriction (365 days)</p>	<p>Permanent Restriction</p>

	violation.			
Bug Abuse	<p>1) An act of gaining advantages or causing damage to other members, game balance and system by abusing game errors or service errors</p> <p>2) An act of gaining advantages by abusing the Operational policy or avoiding limitations on the game system design through an abnormal way</p> <p>3) An act of using in-game systems differently from their intended functions to harm others or abnormally gain advantages</p> <p>※ If the act harms another user or has an adverse impact on the game, we reserve the right to impose permanent restrictions even if it is the 1st violation.</p>	Restriction (7 days)	Restriction on (30 days)	Restriction (365 days)
Real Money Trade	<p>1) An act of trading items, accounts, characters etc. with money, real goods/services or items from other games</p> <p>2) An act of trading paid contents, in-game currency with money, real goods/services or items (from other games included).</p> <p>3) An act of making another person raise a character (boosting) in exchange for money or real goods/services</p> <p>4) An act of manipulating market prices by repeatedly trading certain items to transfer in-game goods in exchange for money or real goods/services</p>	Restriction (30 days)	Restriction (365 days)	Permanent Restriction
Inappropriate Trade	<p>1) Any act of moving in-game goods between specific accounts through the repeated abnormal use of the market</p> <p>2) An act of abnormally moving in-game goods between specific accounts through</p>	Restriction (7 days)	Restriction (30 days)	Restriction (365 days)

	<p>the abnormal use of standard game systems other than the market</p> <p>3) An act of intentionally manipulating the market price, repeated selling/purchasing items at min/max price.</p> <p>※ If the act has an adverse impact on the game, we reserve the right to impose permanent restrictions even if it is the 1st violation.</p>			
Speculative Behavior	<p>1) An act of causing harm to other users and causing benefits to a certain person in his or her assets and property through an accidental result from betting an account, in-game goods, item, etc.</p> <p>2) An act of helping or promoting the progress of (1) above.</p>	Restriction (30 days)	Restriction (365 days)	Permanent Restriction
Real Life Threat	<p>1) An act that threatens the safety of others through real life information that is unrelated to the game</p>	Restriction (30 days)	Restriction (365 days)	Permanent Restriction
Sharing, distributing, promoting and advertising inappropriate content	<p>1) Acts of sharing, distributing, promoting or advertising anything that can be said to be a violation of the Operational Policy</p> <p>2) An act of sharing, distributing, promoting or advertising anything that is not related to the game but are for profit-making purposes</p> <p>3) An act sharing, distributing, promoting or advertising a program that may impact any content provided by the Company without the approval of the Company</p>	Restriction (15 days)	Restriction (30 days)	Permanent Restriction
Spreading False Information	<p>1) An act of spreading unconfirmed information that causes confusion or direct/indirect harm to other members</p> <p>2) An act of slandering the GM or Company without grounds and inciting other users.</p>	Warning	Restriction (30 days)	Permanent Restriction

	<p>※ If the act causes false information to spread and harm the game or harms the reputation of the Company/third-parties, we reserve the right to impose permanent restrictions even if it is the 1st violation.</p>			
Gaining Unfair Advantages	<p>(1) An act of gaining unfair advantages by being in the same party or guild during the same time as someone who is violating the Black Desert Operational Policy</p> <p>(1) An act of gaining unfair advantages harms other members even if the Operational Policy was not directly violated by the individual</p>	Warning	Restriction (30 days)	Permanet Restriction
Boosting/Cheating	<p>1) An act of influencing the outcome of tournaments, events or other competitive contents, by using another party's account.</p> <p>2) An act of disrupting gameplay by using another party's account</p> <p>※ This does not apply to accounts that does not disrupt the normal operation or influence the outcome of competitive contents (win/loss).</p>	Warning	Restriction (7 days)	Restriction (30 days)
Disrupting Gameplay	<p>1) An act of disrupting the normal gameplay of a specific member or several members by maliciously using the game/operating system</p> <p>2) An act of constantly bothering or harassing a specific member and disrupting their gameplay</p> <p>※ Depending on the severity of the issue, the Company may forcefully disconnect the user from the game and also give additional penalties.</p>	Warning	Restriction (7 days)	Restriction (30 days)
Disrupting Game Operation	<p>1) An act of disrupting game operations by disrupting/interfering a game-related competition, event, broadcasting, etc.</p>	Warning	Restriction (7 days)	Restriction (30 days)

	<p>2) An act of falsely reporting, insulting and/or threatening the GM to disrupt the operation or Customer support.</p> <p>※ Depending on the severity of the issue, the Company may forcefully disconnect the user from the game and give additional penalties.</p>			
Attempt to violate the Operational Policy	<p>1) When helping a violator of operational policy</p> <p>2) Any act that is confirmed to be intended to attempt or help in violation of the operating policy</p>	Warning	Restriction (7 days)	Restriction (30 days)
Use of Inappropriate Names	<p>(1) An act of using a name to impersonate a GM or an employee of the Company</p> <p>(2) An act of using a name that includes swear words and/or foul language</p> <p>(3) An act of using a name that causes disgust or sexual humiliation to other members</p> <p>(4) An act of using a name that ridicules, degrades, or condemns a specific country, nationality, region, politics, prominent figures, gender, religion, race, disability, etc.</p> <p>(5) An act of using a name that is contrary to social norms</p> <p>(6) An act of using a name that is suggestive or obscene</p> <p>(7) An act of using a name that is intended to infringe or damage the rights of third parties, including honor, portrait rights, and personal information</p> <p>(8) An act of using a name that is determined is for the purpose of real money/goods trading of an account and/or item</p> <p>(9) An act of using a name that may be confusing to other members by being difficult to identify, such as similar</p>	Warning (Name Changed)	Restriction (7 days, Name Changed)	Restriction (15 days, Name Changed)

	<p>characters</p> <p>(10) An act of using a name that advertises/promotes a specific subject</p> <p>(11) An act of using a name that is prohibited by the naming policy with changed spelling or other characters</p> <p>(12) An act of using only the initial character/consonant and/or changing the order of characters (such as replacing the front and end of the name) from any of the acts of (1)~(11)</p> <p>※ The "Use of Inappropriate Names" applies to all names including nicknames, Family names, Character names, Guild names, Mount names, etc. that are used within in-game.</p> <p>※ Once an inappropriate name has been temporarily changed, the Company will not take any separate/particular measures regarding this name.</p> <p>※ All names that are currently in the game or will be added with upcoming updates are subject to change due to developmental concerns and other requirements.</p>			
<p>Use of Inappropriate Posts</p>	<p>1) The posting that may be misunderstood as being posted by the Company or Game Masters</p> <p>2) The posting contains profanity, lewd contents, or websites.</p> <p>3) The posting contains materially offensive or defamatory contents to other Members or third parties</p> <p>4) The posting contains offensive content regarding a specific country, ethnicity, region, person, religion, race, gender, disability, etc.</p> <p>5) The posting distributes or is linked to the contents that violate public order and</p>	<p>Warning (Post Deleted)</p>	<p>Restriction (7 days, Post Deleted)</p>	<p>Restriction for (15 days, Post Deleted)</p>

	<p>morals</p> <p>6) The posting consists of pornographic materials or is linked to a pornographic website</p> <p>7) The posting damages the reputation or disrupts the business of Company or any other third party</p> <p>8) The posting is related to the sale of Member account, game items, virtual assets, etc.</p> <p>9) The posting is for advertising purposes</p> <p>10) The posting infringes on intellectual property rights such as copyrights of the Company and other third parties</p> <p>11) The posting violates restrictions from other Terms of Service and Operating Policies.</p> <p>12) The posting is not in accordance with the posting principles prescribed by the Company or the nature of the forum</p> <p>※ The 'Use of Inappropriate Posts' items apply equally to all posts such as guild message, beauty album, photo gallery, party search, and music albums used on the official website and in-game.</p> <p>※ All posts identified to be inappropriate may be deleted without prior warning, and the company does not take separate measures for the deleted post.</p>			
Customer Support Abuse	<p>1) An act of falsely reporting a normal member as an unauthorized program user or a bug user</p> <p>2) An act of making such inappropriate language, slandering, or provoking sexual humiliation to disrupt the operation of Customer Support</p> <p>3) An act of making the same inquiries or reports repeatedly to disrupt the normal operations</p>	Warning	Restriction (7 days)	Restriction (15 days)

	<p>※ Customer Support refers to all CS counters such as 1:1 inquiry, email, etc.</p> <p>※ Customer Support abuse will lead to temporary restrictions to the use of Customer Support services.</p>			
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**Table of Restriction Criteria for Inappropriate Chat**

1 <sup>st</sup> Violation	2 <sup>nd</sup> Violation	3 <sup>rd</sup> Violation	4 <sup>th</sup> Violation	5 <sup>th</sup> Violation	6 <sup>th</sup> Violation	7 <sup>th</sup> Violation
Chat Restriction (60 Minutes)	Chat Restriction (3 days)	Chat Restriction (7 days)	Chat Restriction (15 days)	Chat Restriction (30 days)	Chat Restriction (90 days)	Chat Restriction Permanent
<p>"Inappropriate chat" may mean or refer to an act in any of the following subparagraphs.</p> <ol style="list-style-type: none"> <li>(1) An act of posting in a way that may be misunderstood as being posted by the Company or Game Masters</li> <li>(2) An act of using swear words and/or foul language</li> <li>(3) An act of making expressions or behavior that causes sexual humiliation, such as the use of dirty words or sexual portrayals</li> <li>(4) An act of slandering, ridiculing, or degrading a specific region, religion, race, disability, etc.</li> <li>(5) An act of making expressions or behavior that may cause fear to other people or may be deemed as a threat to real life</li> <li>(6) An act of sharing pornographic materials or related links</li> <li>(7) An act of making expression or communication that is prohibited in other Terms/Policies with the purpose of causing offense and/or disgust to other people</li> <li>(8) An act of inducing conflict and the use of abusive language between players</li> <li>(9) An act of using ambiguous language for abusive purposes</li> <li>(10) The posting infringes on intellectual property rights such as copyrights of the Company and other third parties</li> <li>(11) An act of sharing, renting, or trading account information with others</li> <li>(12) An act of promoting and/or advertising</li> <li>(13) An act of using upper/lower case, partially changing a word, or combining other characters that is related to any of the acts listed in 1-12</li> <li>(14) Spamming identical/similar content continuously on the chat channel, making other players unable to communicate.</li> <li>(15) Spamming numbers on the chat channel, making other players unable to communicate.</li> </ol>						

16) An act that is prohibited by other Terms, the policy of each bulletin board/forum, and any relevant laws/regulations

※ The Company may impose a chat block without prior notice.

※The Company may immediately enforce restrictions on game use subject to "Table of Restriction"

※ The Company shall not be liable for the loss of certain content that requires continuous management incurred from the inability to access the game as a result of being restricted from using the services.

※ Members who receive their final warning for violating certain criteria may receive penalties for the final violation or "Permanent Restriction."

※ Items acquired by violating the Operational Policy will result in the retrieval of the item and 3 times the item's value withdrawn in silver.

※ Regardless of the intention and imposed restrictions, any advantages obtained through violations of the Operational Policy are subject to retrieval and adjustment at any time.

※ However, in the event the violation was unintended or impact on the game balance/system was minimal, only the items obtained through the violation will be retrieved, and the withdrawal of 3 times the item's value in silver will not be imposed.

※ Members that violate the aforementioned criteria may receive penalties equivalent to 2nd/3rd violations imposed on the members for their 1st violation depending on the severity of the issue, and the amount of damage caused to other members.

※ Game information, such as Family Name, Character, etc., may be disclosed through a notice on the official website or community for violating Terms of Service and Operational Policy.

## **8. Compromised Account Recovery Policy and Criteria**

### **Compromised Account Recovery Policy**

- Members shall be liable for the protection and management of their account/personal/payment information.

- If an account has been compromised, members can apply for compromised account recovery by contacting Customer Support.

- All information required on the form must be filled to apply for compromised account recovery.
- If the member's Acoin, Pearls, game items are involved, then the case must be reported to the relevant authorities. Members must provide proof of their report by sending the original legal copies of the reports or evidence of reports by email.
- In order to prevent further harm to the compromised account and begin our investigations, members must agree to a "Temporary Restriction" to account that applied for compromised account recovery. The "Temporary Restriction" will last 7 days at most, but extensions on paid content cannot be provided as a result of the temporary restriction. Members that do not agree to the "Temporary Restriction" will assume all liability for all damages, complications arising in the investigation, and additional losses that may occur.
- The investigation and item recovery for compromised accounts may take up to 30 days.
- The Company shall not be liable for temporary/permanent restrictions due to violations of the Operational Policy in accordance with "Rights and Obligations of Members" under Article 1 of this Operational Policy, and for any harm caused by the use of member's account information by third-parties as a result of negligence in protecting and managing their account information.

### **Criteria for Compromised Account Recovery**

- Recovery of stolent accounts is unattainable if a player does not register for the security service on the PC/Device or the OTP verification service provided by the company.
- Recovery may not be possible after a certain period of time (approximately 15 days) since the account was compromised, as the Company may be unable to accurately verify the data or the time required may be too excessive.
- The Company will determine whether or not an item can be recovered depending on the results from the investigation.
- Recovery support will not be possible if the security services provided by the Company were not being used.
- **Recovery support will follow the criteria set below. Recovery that is not under the "Criteria for Compromised Account Recovery" will be determined by the normal recovery criteria.**
- Recovered items may differ from the item that was lost. The details as to why the items may differ will not be explained.

● Members must immediately report receiving pearl items (items must not be used) from an unknown account by contacting Customer Support. Members that have received pearl items from compromised accounts and have not reported receiving the gift from an unknown account will be penalized as being involved in compromising the account and may be restricted from the game.

● The Company may remove the restriction if the member is able to prove that they were not involved with compromising the account even though they have received a gift from an unknown account. However, the restriction will not be removed if the member is not able to prove they have not been involved with compromising the account or if the Company deems the member as being involved.

Category	Details and Specifics	Recovery Support	Notes
Character	Characters that were not deleted by the member	O	
Mount	Mounts (Donkeys, Horses, Elephants, Camels, Wagons, Ships, Guild Mounts, etc.)	O	<ul style="list-style-type: none"> <li>• Recovery is possible for mounts sold to NPCs or Imperial Horse Delivery</li> <li>• All items and silver obtained from selling the mount will be withdrawn</li> <li>• Mounts lost from breeding, exchanging, or being sold on Horse Market and purchased normally by other users cannot be recovered</li> <li>• The status of recovered mounts may differ from before the account was compromised</li> </ul>
Items	Items that were exchanged/sold/purchased/spent/other strange activities not done by the member	O	<ul style="list-style-type: none"> <li>• The amount and state of recovered items may differ</li> </ul>
	Enhancement attempts not done by the member	X	<ul style="list-style-type: none"> <li>• The status of recovered items may differ</li> </ul>
	Items that were registered on the	X	<ul style="list-style-type: none"> <li>• Cannot be recovered if the item was purchased through normal means on the</li> </ul>

	Marketplace/Central Market (not by the member)		Marketplace/Central Market by another member
Pearl Shop	Loyalties, Pearls not spent by the member	O	<ul style="list-style-type: none"> <li>• Recovered after retrieving purchased items</li> <li>• Items with limited time use will have the remainder of the time removed before recovery</li> </ul>

※ Recovery may be limited for items that are intentionally lost, violate the system settings, or are potentially abusable within the game.

※ The state of an item will not be included in the recovery if the item was changed or cannot be used due to updates.

※ Recovery for each criteria will be processed using the data available. Items cannot be recovered if there are no records available.

※ If there are cases not listed in the details above, the Company shall decide whether or not the items should be recovered.

### **9. Name Policy for Long-Term Absence**

● In order for service betterment and to prevent issues in the operation of the game, the Company reserves the right to change the names (Family names, Character names, Guild names) of Families (hereinafter referred to as "Long-Term Absent Family") and Guild/Clans (hereinafter referred to as "Long-Term Absent Guild/Clan") which fulfill the conditions below.

- More than 1 year has passed since the last login to the Black Desert game.

- Members of the guild(clan) have not login to the game for over 1 year

● If the name of a long-term absent Family and/or long term absent Guild/Clan is planned to be changed, the Company will announce the schedule and details of the change 30 days in advance on the official website through a notice.

### **Addendum (2021.02.19)**

This Agreement will be effective as of 02.19.2021

**Addendum**

This Agreement will be effective as of Aug 30th 2021.