

Terms of Use

Welcome to our websites, provided to you by Spil Games BV, which has its registered office at Mussenstraat 15, 1223 RB, Hilversum, the Netherlands (hereafter referred to as "Spil"). These terms of use (hereafter referred to as, "Terms of Use") govern your use of our websites, all the web pages that are part thereof, and all content, software, and services offered thereon (hereafter collectively referred to as the "Websites").

Your use of our Websites signifies that you agree to these Terms of Use, that you consent to our privacy policy (hereafter referred to as the "Privacy Policy"), and that you consent to receiving required notices and to transact with us via computer. If you do not agree to the Terms of Use and/or the [Privacy Policy](#), we advise you not to use our Websites.

1. CHANGES TO THE TERMS OF USE

We may change these Terms of Use at any time. You can review the most current version of these terms by clicking on the "Terms of Use" link, located at the bottom of the Websites. You are responsible for checking these Terms of Use periodically for changes. If you continue to use the Websites after we post changes to these Terms of Use, you are signifying your acceptance of the new terms.

2. ADDITIONAL TERMS

Certain areas of the Websites, such as sites where you can download files, may include usage guidelines and rules that will supplement these Terms of Use. By using those services on the Websites, you agree to comply with such guidelines and rules.

3. ELECTRONIC-DELIVERY POLICY & YOUR CONSENT

You agree that we may electronically provide to you required notices, agreements, and other information concerning the Websites. If you no longer agree to receive notices electronically, please cease using the Websites.

4. PRIVACY POLICY

The [Privacy Policy](#) explains the practices that apply to your personal information when you use the Websites. Your ongoing use of the Websites signifies your consent to the information practices disclosed in our Privacy Policy. You can review the Privacy Policy at any time by clicking on the Privacy Policy link, located at the bottom of the Websites.

5. CHANGES TO THE WEBSITES

We may discontinue or change any service or feature on the Websites at any time and without notice.

6. ACCESS COSTS

You must provide, at your own expense, the equipment and Internet connections that you will need to access and use the Websites. If you access the Websites through a telephone line, please call your local phone company to determine if the access numbers you select are subject to long-distance or other toll charges at your location. Also, if you access the Websites through wireless applications (e.g., cell phones), your carrier, such as a wireless carrier, may charge fees for alerts, web browsing, messaging, and other services that require the use of airtime and wireless data services. Check with your carrier to verify whether any such fees apply to you. You are solely responsible for any costs you incur to access the Websites through any wireless or other communication service.

7. YOUR RESPONSIBILITIES

7.1 You may use the Websites for lawful purposes only. You may not submit or transmit through the Websites any information, content, or material or otherwise engage in any conduct that:

1. violates or infringes the rights of others, including, without limitation, patent, trademark, trade secret, copyright, publicity, or other proprietary rights;
2. is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortuous, contains explicit or graphic descriptions or accounts of sexual acts, or is pornographic;
3. victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
4. impersonates any person, business, or entity, including Spil and its employees and agents;

5. contains viruses or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment, or that otherwise permit the unauthorized use of a computer or computer network;
6. encourages conduct that would constitute a criminal offense or give rise to civil liability;
7. violates these Terms of Use, guidelines, or any policy posted on the Websites; or
8. interferes with the use of the Websites by others.

7.2 You may not use our Websites:

1. for your own commercial gain;
2. to offer any form of advertising or promotion without our prior written consent; or
3. to provide any false personal information or any information, content, or material on account of anyone other than yourself without permission.

7.3 By using our Websites, you agree:

1. to abide to these Terms of Use;
2. to keep your contact information accurate and up-to-date; and
3. not to share or transfer your password without our consent.

7.4 You may not use the Websites in any manner that could damage, disable, overburden, or impair our servers or networks or interfere with any other party's use and enjoyment of the Websites. You may not attempt to gain unauthorized access to any services, user accounts, computer systems, or networks through hacking, password mining, or any other means. We may take any legal and technical measures to prevent the violation of this provision and to enforce these Terms of Use.

Each player may only have one account. We reserve the right to delete an account in the case of a player with multiple accounts, or for any other reason.

7.5 You may not use the Websites or any of our communication tools to transmit, directly or indirectly, any unsolicited bulk communications (including emails and instant messages). You may not harvest information about our users for the purpose of sending (or to facilitate the sending) of unsolicited bulk communications. You may not induce or allow others to use the Websites to violate the terms of this section. We may terminate your access or use of the Websites immediately and take other legal action if you, or anyone using your access to the Websites, violates these provisions. We may take any technical measures to prevent unsolicited bulk communications from entering, utilizing, or remaining within our computer or communications networks.

7.6 Any information, content, or material you have created and submitted or transmitted through the Websites and that is covered by intellectual property rights (or similar rights) shall be licensed to us as a nonexclusive, transferable, sublicensable, royalty-free, perpetual, worldwide license, and we are entitled to use such intellectual property on or in connection with the Websites or any other medium.

7.7 When you provide information, content, or material and use the public privacy setting, it means that every visitor to the Websites will have access to such information, and that we have no control over that information or what visitors do with it.

7.8 We reserve the right to remove any of your information, content, or material from the Websites if it violates these Terms of Use.

7.9 If you select a username, we reserve the right to remove or reclaim it if we believe it is appropriate to do so.

8. LICENSE TO USE THE WEBSITES

Subject to these Terms of Use, you may use the Websites and the content offered on the Websites only for personal, noncommercial purposes. You may use content offered for downloading for personal use only and are subject to the rules that accompany that particular content. You may not use the content in a manner that exceeds the rights granted for your use of the content. You may not use any data mining, robots, or similar data-gathering and -extraction tools on the content; frame any portion of the Websites or content; or reproduce, reprint, copy, store, publicly display, broadcast, transmit, modify, translate, port, publish, sublicense, assign, transfer, sell, loan, or otherwise distribute the content without our prior written consent. You may not circumvent any mechanisms included in the content for preventing the unauthorized reproduction or distribution of the content.

9. AGE RESTRICTIONS

By using the Websites, you confirm that you are 13 years of age or older or that, if you are under 13 years of age, you are accompanied and directly supervised by a parent or legal guardian. If you are under 13 years of age, please do not access the Websites without your parent or legal guardian directly supervising you. You agree that if your computer, Internet-enabled device, Internet connection, and/or facilities (whether owned, leased, or borrowed) access or assist users in accessing the Websites or services, you will not allow or assist, knowingly or unknowingly, children under 13 years old to access the Websites or services except while directly supervised by a parent or legal guardian. You agree that if you do allow or assist children under 13 years old to access the Websites without a parent or legal guardian directly supervising them with your computer, Internet-enabled device, Internet connection, and/or facilities (whether owned, leased or borrowed), you will assume full liability for any consequences, and that under no circumstances (including, but not limited to, negligence) will Spil, any third-party content provider, or their respective agents be liable for any direct, indirect, incidental, special, or consequential damages arising from the use of or inability to use the sites by users under 13 years of age, even if such party has been advised of the possibility of such damages.

10. PROPRIETARY RIGHTS

Intellectual Property Rights to the Websites

We own the intellectual property rights to the design of and the information on the Websites, including the name of the Websites and the look and feel of the color combinations, button shapes, and other graphical elements of the Websites. Such intellectual property is protected by international treaties and by copyright, trademark, patent, and trade-secret laws, as well as other proprietary rights. For example, we own a copyright on the selection, organization, arrangement, and enhancement of the Websites, as well as on our original content on the Websites.

Intellectual Property Rights to the Games

We own the intellectual property rights to a large number of the games on the Websites, and for certain games, we requested and obtained permission from the copyright holders known to us. For some games, we could not find any copyright information, or, due to general use on the Internet, this information can no longer be obtained. Some games may be used under special conditions, considering a number of prerequisite constraints. These prerequisite constraints are, as far as we could determine, met by Spil. We do not change anything in the source code of the games. For example, credit holders, brand names, or references to websites remain unchanged.

11. CLAIMS FOR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

If, in your view, any copyright or other intellectual property right ("IP right") that you may have is being infringed by/on the Websites, please inform us immediately, thereby providing us with:

1. the electronic or physical signature of the owner of the IP right or the person authorized to act on the owner's behalf;
2. a description of the IP right that you claim has been infringed, and a description of the infringing activity;
3. the identification of the location where the original or authorized copy of the copyrighted work exists (for example, the URL of the websites where it is posted, or the name of the book in which it has been published, or, in case of a registered brand name, an excerpt of such register evidencing the registry);
4. a copy of a license in which you are granted the right to use and to protect such IP right (if you are not the owner of the IP right);
5. the identification of the URL or other specific location on this site where the material that you claim is infringing is located; this information must be specific enough to enable us to locate such material;
6. your name and full contact details; and
7. a statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.

12. THIRD-PARTY PAYMENT SERVICE PROVIDERS

Spil is able to sell you, either directly or through the third-party payment service providers (PSPs) that supply payment transaction services to Spil and the users of the Websites in order to facilitate the sale

of products and services through the Websites, virtual items (such as a virtual game element or virtual coins) or a subscription to download a game. If you purchase something from the Websites, you will enter into an agreement with either Spil or the relevant PSP to carry out the payment (you will see this on the payment screen).

Via PSP. If the agreement is entered into with a PSP, Spil will never be responsible for the communication between you and the PSP, and all information that you exchange with the PSP will be subject exclusively to the privacy policy and/or other regulations of that PSP. You must indemnify Spil against reclaimed payments or other claims the PSP may have as a consequence of the non-performance of payment.

Via Spil. All information that we receive from you in the context of performing payments and supplying services are subject to Spil's privacy policy. Our privacy policy can be found . You agree to pay all applicable taxes and costs associated with your purchase.

If you purchase a product or service from us in the EU, you will have seven calendar days to cancel your purchase (the "cooling off" period), starting on the first day after the date of delivery or purchase. The date of purchase will be considered the date of delivery. You do not have this right if the service or product has been delivered and used before the cooling off period ends. If you purchase virtual items, you will have no right to cancel your purchase because our performance commences upon supply. Spil does not issue refunds for any reason whatsoever. You will not receive a refund or other compensation for unused virtual items. If you cancel or close your account (whether voluntarily or involuntarily), the virtual items you have purchased will be forfeit and Spil will provide you with no compensation whatsoever in this regard.

PayPal

Spil also provides one click payment possibility through the relevant PSP. This payment possibility provides for instant payment of certain services by simply clicking on the payment button. When you make a payment on the Websites through the relevant PSP, you can opt to use the one click payment possibility for any future purchases concerned. By doing so, you authorize SPIL and the PSP to debit your PSP account (bank balance or credit card) for the purchases upon click on the payment button. You may withdraw this authorization at any time by sending an e-mail to info@spilgames.com or by notifying the PSP through the designated (e-mail) address. If you make use of the one-click payment possibility, Spil and/or the PSP will process your PSP account information to facilitate and execute the one-click payment. The one-click payment will also be subject to the relevant terms and conditions of the PSP concerned.

13. THIRD-PARTY SITES & ADVERTISERS

The Websites may include links to third party websites, including links provided as automated search results. Some of these sites may contain materials that are objectionable, unlawful, or inaccurate. The existence links do not mean that we endorse these third-party sites or services. You acknowledge and agree that we are not responsible or liable for any content or other materials on these third-party sites. Any dealings that you have with advertisers found on the Websites are between you and the advertiser, and you acknowledge and agree that we are not liable for any loss or claim you may have against any advertiser.

14. USE OF SOFTWARE

We may make software available for you to download or use. Such software will be subject to the terms of the license agreement that accompanies it. If there is no license agreement presented to you with the software, then the following license, in addition to the other terms of these Terms of Use, shall govern your use of such software. We grant you a personal, nonexclusive, nontransferable, limited license to install the software on any single computer. The software is protected by copyright and other intellectual property laws and treaties and is owned by us or our suppliers. You may not sell or redistribute the software. You may not incorporate it or any portion of it into another product. You may not reverse engineer, decompile, or disassemble the software or otherwise attempt to derive the source code (except where expressly permitted by law). You may not modify, adapt, or create derivative works from the software in any way or remove proprietary notices in the software. You agree to abide by all laws

and regulations regarding your use of the software. You may not authorize or assist any third party to do any of the things prohibited in this paragraph.

We may automatically check your version of the software and update it to improve its performance and capabilities. If you shut down the software during an automatic update or otherwise interfere with the installation of the update, the software may be damaged and/or cease to operate.

You agree to fully comply with all import and export laws, regulations, rules, and orders of the Netherlands or any other foreign (e.g., the United States) government agency or authority, and you agree not to directly or indirectly export, reexport, transfer, and/or release the software, related technology, or any product thereof for any proscribed end-use or to any proscribed country, entity, or person (wherever located) without proper governmental authorization. You bear full responsibility for and assume all expenses relating to your compliance with the described laws, regulations, rules, and orders and for obtaining all necessary authorizations and clearances. You further agree to assume responsibility for and bear all expenses relating to your compliance with the described laws, regulations, rules, and orders, and for obtaining all necessary authorizations and clearances.

15. DISCLAIMER OF WARRANTIES

We provide the Websites as is, with all faults and as available. We and our suppliers make no express warranties or guarantees about the Websites. Spil is not obligated to supply any support whatsoever. To the extent permitted by law, we and our suppliers disclaim implied warranties that the Websites and all software, content, and services distributed through the Websites are merchantable, of satisfactory quality, accurate, timely, fit for a particular purpose or need, and noninfringing. We do not guarantee that the Websites will meet your requirements or will be error-free, reliable, without interruption, or available at all times. We do not guarantee that the results that may be obtained from the use of the Websites (including any support services) will be effective, reliable, or accurate or will meet your requirements. We do not guarantee that you will be able to access or use the Websites (either directly or through third-party networks) at times or locations of your choosing. No oral or written information or advice given by a representative of Spil shall create a warranty. You may have additional consumer rights under your local laws that this contract cannot change.

16. LIMITATION OF LIABILITY

Your sole and exclusive remedy for any dispute with us is to discontinue your use of the Websites. In no event shall our liability (or the liability of our parent company or our suppliers) for any and all claims relating to the use of the Websites exceed the total amount of service fees that you paid us during a one-year period for the specific service at issue. We, our parent, our content partners, and our suppliers shall not be liable for any indirect, special, incidental, consequential, or exemplary damages arising from your use of, inability to use, or reliance upon the Websites. These exclusions apply to any claims for lost profits, lost data, loss of goodwill, work stoppage, computer failure or malfunction, or any other commercial damages or losses, even if we knew or should have known of the possibility of such damages. Because some countries, states, or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such countries, states, or jurisdictions, our liability (and the liability of our parent and suppliers) shall be limited to the extent permitted by law.

17. INDEMNIFICATION

Upon a request by us, you agree to defend, indemnify, and hold harmless us and our parent and other affiliated companies as well as any respective employees, contractors, officers, directors, and agents from all liabilities, claims, and expenses, including attorney's fees that arise from your use or misuse of the Websites. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

18. INTERNATIONAL USE

We make no representation that any content of the Websites is appropriate or available for use in locations outside the Netherlands. Accessing the Websites from territories where the content is illegal is prohibited. If you choose to access the Websites from a location outside the Netherlands, you do so on your own initiative and you are responsible for compliance with local laws.

19. CHOICE OF LAW AND LOCATION FOR RESOLVING DISPUTES

You agree that the laws of the Netherlands govern this contract and any claim or dispute that you may have against us, without regard to Dutch conflict of laws rules, and that the United Nations Convention on Contracts for the International Sale of Goods shall have no applicability. You further agree that any disputes or claims that you may have against us will be resolved by a court located in the Netherlands, and you agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

Please note that by agreeing to these Terms of Use, you are:

1. waiving claims that you might otherwise have against us, based on the laws of other jurisdictions, including your own;
2. irrevocably consenting to the exclusive jurisdiction of, and venue in, courts in the Netherlands over any disputes or claims you have with us; and
3. submitting yourself to the personal jurisdiction of courts located in the Netherlands for the purpose of resolving any such disputes or claims.

20. SEVERABILITY & INTEGRATION

This contract and any supplemental terms, policies, rules, and guidelines posted on the Websites constitute the entire agreement between you and us and supersede all previous written or oral agreements. If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

21. TERMINATION

Your right to use the Websites automatically terminates if you violate these Terms of Use or any rules or guidelines posted in connection with the Websites. We also reserve the right, at our sole discretion, to terminate your access to all or part of the Websites, for any reason, with or without notice.