

MAFIABATTLE (“Game”) is an online game that can be played on several platforms (“Platform”). You must observe some rules and you are bound by these conditions. That is why you should read these conditions carefully in order that you know what your rights and obligations are. By playing the Game you are deemed to agree with these conditions.

The provider of the Game is GamoVation B.V. (“GamoVation”) in Zwolle, registered with the Chamber of Commerce under number 51193612. Should you have any questions about these conditions then you can contact us preferably by email via [info@gamovation.com](mailto:info@gamovation.com). Our postal address is: Dokter van deenweg 108, 8025 BK in Zwolle (the Netherlands).

These conditions were changed most recently on 4 October 2016.

## Article 1. Content of the Game

1.1. GamoVation offers access to the Game via an online platform and publishes texts, images and other materials that were supplied by GamoVation and/or third parties via the Platform.

1.2. Copying, distributing and any other use of these materials is not allowed without written consent of GamoVation, barring and only to the extent that mandatory statutory provisions determine otherwise.

1.3. These materials are exclusively meant for use within the framework of the Game. They are offered without any form of guarantee or claim to correctness. These materials are exclusively meant for information and amusement purposes, and rights cannot be derived from these materials.

1.4. GamoVation is at any time authorised to adjust or delete the offer without having to provide any corresponding notice.

1.5. It is not allowed to retrieve the whole Game or a substantial part thereof with the help of automated processes or to undertake any action that can prejudice the proper operation of the Platform or the Game.

1.6. The Player is not allowed to remove, change, distribute and/or duplicate any indication with regard to copyrights, trademarks, trade names or other intellectual or industrial property rights of GamoVation or its licensors and/or suppliers without written consent of GamoVation.

1.7. All intellectual or industrial property rights with regard to the Game are exclusively vested in GamoVation or its licensors and/or suppliers.

1.8. You are familiar with the fact and you equally agree that GamoVation is not responsible for the conduct of the Crew Members to whom GamoVation allocated authorities to also administer the Game.

## Article 2. Registration for the Game

2.1. To participate in a Game you first need to register. If you are under sixteen then you declare to have your parents' permission for registration. GamoVation is, without stating reasons, authorised to reject your registration.

2.2. The Game is offered free of charge. As a consequence the Player cannot derive any statutory right whatsoever from the registration.

2.3. After registration you immediately have access to your account of the Game via a personally selected password. You must keep your password a secret. GamoVation is not responsible for abuse of the password and can assume that everything that takes place via your account takes place under your responsibility and at your risk. If you suspect that an unauthorised person has obtained your password then change your password as soon as possible and/or contact GamoVation as soon as possible. The latter shall then take appropriate measures.

2.4. You must refrain from unauthorised use of the Platform and the Game, you promise to act as GamoVation can expect of a diligent player. If you detect errors or inaccuracies in the Platform, the Game or the used software then you shall make every effort to bring the same to the attention of GamoVation.

2.5. It is not allowed to share, sell or transfer an account to another person without prior consent of GamoVation. Nor is it allowed to use the account of another person.

2.6. In case of an observed breach of the above GamoVation shall be authorised to cancel all your accounts.

## Article 3. Playing the Game

3.1. You are held to comply with these conditions for use and possible additional rules imposed within the Game (jointly: Rules of the Game). The Rules of the Game can at all times be changed by GamoVation. In this respect GamoVation shall always pursue not to advantage or disadvantage individual players.

3.2. In case of a discrepancy between these conditions for use and the Rules of the Game these conditions for use shall prevail.

3.3. In case of an observed breach of the Rules of the Game GamoVation shall be authorised but not held to impose a sanction.

3.4. Sanctions can, depending on the seriousness and the frequency of the breaches, vary from a warning to sequestration of Diamonds or other possessions earned in the Game to permanent exclusion from the Game and the Platform. GamoVation can mention your (user) name on the Platform including the breach and the imposed sanction.

3.5. It is not allowed to use tools like scripts, bots or plugins that can give you an unfair advantage compared to other participants. It is equally not allowed to circumvent or disable any security of the Game or the Platform.

3.6. It is strictly prohibited to abuse errors or inaccuracies of the Game or the Platform. It is equally prohibited to mention the same on public forums or to share the same without consent of GamoVation. For each and every breach of this article you forfeit an immediately claimable penalty to GamoVation that is not subject to judicial moderation of EUR 5,000.00 per event, without prejudice to possible compensation for damages incurred by GamoVation or others as a result of the breach.

3.7. Multiple accounts are not allowed in families. A maximum of two players from the same household will be tolerated.

## Article 4. Contributing to the Platform and the Game

4.1. GamoVation offers you the possibility of posting messages for or to others via chat, message service, forum and other means and of including information and images in a profile of yourself (jointly: Contributions).

4.2. You personally determine (barring the provisions below) what Contributions you wish to post, where and when. GamoVation is, however, not liable to pay you any compensation for the materials that you post on the Platform. You hereby grant GamoVation a non-exclusive licence to post your Contributions on the Platform in any way whatsoever. This also includes the right to change and/or shorten Contributions. You hereby waive any right to indication of your name when posted on the Platform.

4.3. With regard to Contributions it is not allowed to:

- include hyperlinks to external sites with malicious content (e.g. excessive popups, viruses or spyware);
- include threatening, incorrect, insulting, offensive, pornographic, discriminating or hatemongering information;
- include pyramid games, chain letters, commercial, charitable or idealistic messages;
- create the impression that you are an auxiliary person or representative of GamoVation,
- include material that infringes rights of third parties, including in any case the inclusion of images or hyperlinks to the same without consent of the entitled parties;
- include material that requires a disproportionately high load on the systems of GamoVation.

4.4. Should GamoVation have a reasonable suspicion or come to realise that a Contribution is in breach of the above or of the law then GamoVation shall unilaterally be entitled to remove the same or to block the access to the same. Moreover GamoVation can impose a sanction on you. GamoVation does not need to enter into discussions with you about this. In no instance whatsoever shall GamoVation be liable for damages that derive from this kind of conduct.

4.5. You indemnify GamoVation against claims of third parties that are based on the standpoint that the material supplied by you is, in any way whatsoever, in breach of the law.

4.6. In case of a serious suspicion of abuse of the Platform or the Game GamoVation shall be entitled to read your private messages within the framework of investigation of said abuse. GamoVation shall keep information that it finds in these private messages as much as possible confidential and shall not publish or use the same for purposes other than measures against the abuse. GamoVation is, however, entitled to present the private messages to investigative services or to use the same within the framework of legal proceedings in connection with said abuse.

## **Article 5. Rules of communication**

5.1. It is not permitted to in your messages accuse others of unlawful conduct. This implies that if you suspect somebody of something that you need to report this to one of the moderators or to the administrators. Supplement your report with sufficient evidence; false accusations are not being tolerated.

5.2. The forum is meant as, inter alia, a reference work. To make sure that this reference work remains useable and transparent you must observe the following:

- Check, before you open a topic, as to whether your question or comment has already been posted before.
- Always post a new topic in the thereto designated part of the forum.
- Do not feel obliged to answer to every topic that passes by. Only react if you actually feel that you can provide a relevant contribution.

5.3. Promoting other websites via the means of communication without consent is qualified as spamming and can be punished by blocking the access to the Game and cancellation of the account.

## **Article 6. Payments, Diamonds and possessions**

6.1. You can purchase Diamonds that are used in the Game. GamoVation offers several payment systems for this purpose that are mentioned in the Game.

6.2. As after purchase Diamonds can immediately be used in the Game you are not entitled to dissolution of the purchase pursuant to article 46d of Book 7 of the Dutch Civil Code.

6.3. In case of problems when ordering Diamonds the following email address can be used: [info@gamovation.com](mailto:info@gamovation.com). Always state the following information: time, explanation of the problem, the used telephone number and the like.

6.4. All prices in the Game are subject to typographical and programming errors. GamoVation is entitled to change the prices at any time.

6.5. GamoVation is entitled to reset some or all accounts. The obtained possessions, points or Diamonds expire in case of a reset, without any entitlement to restitution of the amount paid for the same. GamoVation shall clearly announce a reset in a timely fashion on the Platform and/or in the Game.

## **Article 7. Processing of personal data**

7.1. GamoVation respects the privacy of all users of the Platform and ensures that personal data are processed accurately and in accordance with the Dutch Data Protection Act. GamoVation shall not make personal data available to third parties, barring to the extent that this is indicated in these conditions.

7.2. You hereby grant GamoVation permission for each and every use of these personal data that is in accordance with the framework of this agreement. You can at any time revoke this permission. Your personal data are then deleted from the files of GamoVation, apart from personal data that are required for proper business operations or for the performance of a statutory duty of GamoVation. GamoVation does not need to remove Contributions from the Platform or the Game, unless you have a special and compelling reason for requiring this.

7.3. You are entitled to inspect, correct and delete data that are related to you. Contact GamoVation at the address above for this.

7.4. GamoVation registers general visit data, inter alia to detect cheating. This includes data like the IP address of the computer, the possible user name, the time of the request and data that are forwarded by the browser of a visitor.

7.5. GamoVation uses cookies. A cookie is a small file that is sent with pages of the Platform and the Game in order that different requests for pages of the Platform and the Game can be combined and the behaviour of users can be analysed. You can refuse the use of cookies as described above, however this can limit the functionality and the user convenience of the Platform and the Game.

7.6. When registering GamoVation asks you for specific data, e.g. your user name and an active email address. These personal data are not provided to third parties, unless you individually granted permission for this or if this is required for the implementation of this agreement.

7.7. For the purchase of Diamonds GamoVation relies on the payment services of third parties. GamoVation does not control the privacy policy of these third parties. To this end consult the privacy declaration of these payment services.

## **Article 8. Maintenance and failures**

8.1. GamoVation is entitled to temporarily decommission the Platform or the Game for the benefit of maintenance, adjustment or improvement of the Platform or the Game, the relevant software or other facilities. GamoVation shall implement this kind of decommissioning as much as possible outside of office hours and inform you, where possible, of the decommissioning in a timely fashion. GamoVation shall, however, never be liable for compensation for damages incurred in connection with this kind of decommissioning.

8.2. GamoVation is entitled to from time to time adjust the Platform, the Game and the relevant software in order to improve the functionality and to repair errors. If an adjustment results in a considerable change in the functionality then GamoVation shall try to inform you accordingly. As the Platform and the Game are used by multiple participants it is not always possible to renounce a certain adjustment specifically for you. GamoVation is not held to pay any compensation for damages caused by this kind of adjustment.

8.3. In case of force majeure, including in any case failures in the telecommunications structure, civil commotion, mobilisation, war, traffic congestions, industrial action, lockout, business interruptions, stagnation in the supply, fire, flooding, import and export restrictions and in case GamoVation is, regardless of the reason, unable to supply on account of its own suppliers as a result of which compliance with this agreement can within reason not be expected of GamoVation, the implementation of this agreement shall be suspended or this agreement shall be terminated, all without any obligation to pay compensation.

8.4. GamoVation shall make every effort to answer questions adequately and within a reasonable period of time. GamoVation can, however, not guarantee the correctness and/or the completeness of the answers.

## **Article 9. Liability**

9.1. The liability of GamoVation for your direct damages, on any account whatsoever, is limited per event (where a coherent series of events is qualified as one event) to the amount that the user paid for the Game, up to a maximum of EUR 500 (excluding VAT).

9.2. Neither GamoVation nor its auxiliary persons are liable for any indirect damages incurred by you or others, also including consequential damages, lost turnover and profit, loss of data and immaterial damages.

9.3. You indemnify GamoVation against any and all claims of third parties, on any account whatsoever, in connection with compensation for damages, costs or interest related to this agreement.

9.4. The previous paragraphs of this article are not applicable if and to the extent that the relevant damages are caused by intent or intentional recklessness of GamoVation.

9.5. Condition for the existence of any right to compensation is that you always report damages to GamoVation in writing as soon as possible after the occurrence thereof.

## **Article 10. Term, suspension and termination**

10.1. The parties conclude this agreement for an indefinite period of time. You can terminate the agreement at any time, without consideration of a notice period. In case of termination within the framework of a sanction GamoVation can terminate with immediate effect.

10.2. After termination you can no longer use the Game. Your account is cancelled and all Diamonds and items that belong to the account are removed. GamoVation can remove your Contributions but is not obliged to do so.

10.3. In case of termination the following obligations shall remain in full force and effect as long as GamoVation can within reason claim the existence thereof: the licence pursuant to article 4 and the rules concerning liability pursuant to article 9.

10.4. GamoVation is entitled to suspend its obligations in your respect in case of a suspected breach of the agreement on your part, in any way whatsoever, without GamoVation being liable to pay compensation.

## **Article 11. Changes of the agreement**

11.1. GamoVation is entitled to change these conditions or to supplement the same with new conditions. These changes or supplements take effect fifteen days after publication thereof on the Platform. Changes of subordinate importance always take immediate effect.

11.2. If you do not wish to accept a changed or supplemented condition then you must terminate the agreement before or as soon as possible after the change or supplement takes or has taken effect. In that case you can no longer use the Game. By using the Game after the entry into force you indicate that you agree with the changed or supplemented condition(s).

11.3. Possible conditions or exceptions presented by you are not part of this agreement, unless stipulated in writing between you and GamoVation.

11.4. GamoVation is entitled to transfer this agreement and all its rights and obligations on account thereof to a third party who takes over the Platform and the Game from the same.

11.5. Information and communications on the Platform and/or the Game are subject to typographical and programming errors. In case of any inconsistency between the Platform and the Game and this agreement, this agreement shall prevail.

## **Article 12. Closing provisions**

12.1. Dutch law is applicable to this agreement.

12.2. To the extent that the rules of mandatory law do not prescribe otherwise, all disputes that may occur as a result of this agreement shall be brought to the cognisance of the competent Dutch court.

12.3. Should a provision of these conditions appear to be null and void then this shall not affect the validity of the entire agreement. The parties shall in that case establish a new provision (new provisions) in replacement thereof in the course of which the intention of the original condition(s) is observed as much as legally possible.

12.4. For the purpose of these conditions "in writing" is also understood as by email, provided the integrity of the email has sufficiently been established.

12.5. In case of electronic communication with GamoVation it is noted that the version of the message received or stored by GamoVation is qualified as the authentic version, unless you can demonstrate that this version is not authentic.

12.6. GamoVation is at all times authorised to designate auxiliary persons to monitor compliance with the Rules of the Game and to possibly impose sanctions. The provisions from the Rules of the Game in respect of GamoVation are also applicable to these auxiliary persons, unless the scope of the provision indicates otherwise.

12.7. As the occasion arises you shall inform GamoVation of changes in your name, address or contact details that can be relevant to GamoVation.