Gaming terms and conditions for Game

The game "Game" is offered over the internet by the company Gaming Co. The use of Game is subject to the below terms and conditions. Using Game constitutes acceptance of these terms and conditions. Deviations from these terms and conditions is possible only by means of written confirmation by Gaming Co.

Article 1. Use of the game

- 1.1. With the game "Game" you must use your intellectual facilities against other players.
- 1.2. To use Game, you first need to register. After completing registration, you can directly log into your account and use the servce.
- 1.3. You must secure access to your account using the username and password against third parties. In particular you must keep the password strictly confidential. Gaming Co may assume that all actions undertaken from your account after logging in with your username and password is authorized and supervised by you. This means you are liable for these actions, unless and until you have notified Gaming Co that someone else knows your password.
- 1.4. Game processes your personal data. You give your consent for all forms of processing within the scope of the game. Consult the privacy statement of Gaming Co for more information.

Article 2. Terms of use

Article 3. Availability and maintenance

- 3.1. Gaming Co makes no promises regarding availability of the game.
- 3.2. Gaming Co actively maintains Game. Maintenance can take place at any time, even if this may negatively impact the availability of the game. Maintenance is announced in advance whenever possible.
- 3.3. Gaming Co may from time to time adapt Game. Your feedback and suggestions are welcome but ultimately Gaming Co decides which adaptations to carry out (or not).

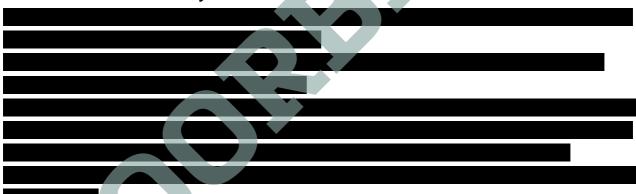
Article 4. Intellectual property

4.1. The game Game, the accompanying software as well as all information and images on the website is the intellectual property of Gaming Co. None of these items may be copied or used without prior written permission of Gaming Co, except and to the extent permitted by mandatory law.

Article 5. Compensation for the game

- 5.1. Game is offered completely at no charge.
- 5.2. Payment is possible as explained further on the website.
- 5.3. Because the game is started directly at your express request, a payment cannot be refunded under the Distance Selling Act.

Article 6. Limitation of liability



Article 7. Term and termination

- 7.1. This agreement enters into force as soon as you first use the game and then remains in force until terminated.
- 7.2. If you entered into this agreement as a consumer, you may terminate the agreement at any time with a notice period of one month, calculated from the moment of the notice. Non-consumers can terminate the agreement with a notice period of two months.
- 7.3. Gaming Co is entitled to terminate the agreement if you have not used the game at all in the last 18 months. In such an event Gaming Co shall first send a reminder mail to the e-mail address connected to your account.

Article 8. Changes to terms

Article 9. Miscellaneous provisions

- 9.1. Dutch law applies to this agreement.
- 9.2. Except to the extent determined otherwise by mandatory applicable law all disputes arising in connection with Game shall be brought before the competent Dutch court for the principal place of business of Gaming Co.
- 9.3. For any clause in these terms and conditions that demand that a statement must be done "in writing" to be legally valid, a statement by e-mail or communication through the Game service shall be sufficient provided with sufficient certainty the authenticity of the sender can be established and the integrity of the statement has not been compromised.
- 9.4. The version of any communication of information as recorded by Gaming Co shall be deemed to be authentic, unless you supply proof to the contrary.
- 9.5. In case any part of these terms and conditions are declared legally invalid, this shall not affect the validity of the whole of the agreement. The parties shall in such an event agree on one or more replacement provisions that approximate the original intent of the invalid provision(s) within the limits of the law.
- 9.6. Gaming Co is entitled to transfer its rights and obligations under this agreement to a third party as part of an acquisition of Game or the associated business activities.