

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 service.

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

2.1. It is not permitted to use Game for any purpose that violates Dutch or other applicable law or regulation. This includes (among others) the storage or transmission of data using the game that is slanderous, libelous or racist.

2.2. In addition, on Game it is forbidden to:

- use indecent language;
- advertise for teams, clans or other forms of intra-player cooperation, except at locations where this is explicitly permitted;
- exercise commercial activities;
- create accounts under someone else's name or otherwise act as another, or as a administrator of Game.

2.3. Should Gaming Co discover that you violate any of the above, or receive a valid complaint alleging the same, Gaming Co will issue a warning. For repeat offenses Gaming Co may impose an appropriate sanction. The decision of the gamemasters is final and unchallengeable.

2.4. If in the opinion of Gaming Co the continued functioning of the computer systems or network of Gaming Co or third parties is actually or under threat of being damaged or jeopardized, for example through excessive transmission of e-mail or other data, leaks of personal data or virus activity, Gaming Co may take all steps it deems reasonably necessary to end or avert such damage or jeopardy.

2.5. Gaming Co is at all times entitled to file a criminal complaint for any offenses committed through or using the game.

2.6. Gaming Co may recoup from you all damages it suffers as a result of your violation of these terms of use. You agree and hold harmless Gaming Co from all third-party claims arising out of your violation of these terms of use.

8.2. Gaming Co shall announce through the game changes or additions at least thirty days before their taking effect.

8.3. If you do not want to accept a change or addition, you can terminate the agreement until the date the changes take effect. Use of Game after the date of effect shall constitute your acceptance of the changed or added-to terms and conditions.

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.

VOORBEELD