

# Terms of Use of MojaMafia.pl

The website [www.MojaMafia.pl](http://www.MojaMafia.pl) (hereinafter referred to as "Website") allows you to manage a text-based online multi-player mafia game (the "Game"), and to also play Games managed by others. Both the manager of a Game (hereinafter referred to as the "Game Owner") and the players must comply with certain rules, to which they must declare their consent at the time of subscribing. The Game Rules shall apply to players of the Game, and these Terms of Use shall apply to you as Game owner. Thus you are advised to read the same carefully before you create a game. By creating a game, you are deemed to have consented to these Terms of Use.

The Website provider is GamoVation B.V. in Groningen, registered with the Chamber of Commerce under number 51193612. If you have any questions about these terms and conditions, it would be preferable for you to e-mail us at [kontakt@mojamafia.pl](mailto:kontakt@mojamafia.pl).

These terms and conditions were last updated on 07/02/2011.

## Clause 1. Content of the Website

1.1. MojaMafia.pl offers you the opportunity to manage your Game as the Game owner. You may also determine the layout and content of the game to some extent.

1.2. The text, images or other material on the Website may not be copied, distributed or used for any purpose other than the regular management of the Game without the written permission of MojaMafia.pl, except and solely insofar as mandatory law provides otherwise.

1.3. These materials are exclusively intended for use in the context of the Game. They are offered without any guarantee or claim to correctness. These materials are solely intended for information and amusement, and no rights may be derived on the basis of these materials.

1.4. MojaMafia.pl has the right to modify the Game at any time and without notice - even during a game round started by the Game owner.

1.5. It is prohibited to call-in the entire Website or a substantial part of it using automated processes or software, or to perform any action that may undermine the proper functioning of the Website or the Game.

## Clause 2. Creating a Game

2.1. Before you can start managing a Game, you must first register. If you are under sixteen years, you are required to declare the consent of your parents before you can register. MojaMafia.pl shall have the right to refuse your application without assigning any reason.

2.2. If your application is accepted, MojaMafia.pl will grant you access to an account via a password.

2.3. You must keep your password secret. MojaMafia.pl is not responsible for misuse of the password and is entitled to assume that everything that is done from your account is done subject to your responsibility and risk. If you suspect that an unauthorised person has obtained access to the password, change your password as

soon as possible and/or contact the Game owner or MojaMafia.pl as soon as possible. The latter will take appropriate action.

### **Clause 3. Authorisations and Code of Conduct**

3.1. As a game owner, you must refrain from any unauthorised use of the Website and the Game, and you also undertake to conduct yourself according to what MojaMafia.pl would expect from a prudent Game owner. If you find any errors or omissions in the Website, the Game, or in the software used, you should take every effort to draw the attention of MojaMafia.pl to the same.

3.2. It is prohibited to misuse errors or imperfections in the Game or the Website. It is also prohibited to report or to share the same with others on public forums, without the permission of MojaMafia.pl. Any breach of this Clause will render you liable to pay an immediately payable penalty of Euros 1,000 per event, without prejudice to any compensation for damage that MojaMafia.pl or others may suffer as a result of the violation.

3.3. As a game owner, you may modify your account settings and the Game terms and conditions to be implemented therein at any time. You should always take efforts to ensure that no individual players are benefited or suffer a disadvantage.

3.4. All rules or conditions laid down by you that are in conflict with these Terms of Use, shall be invalid. You are free as per Clause 5 to lay down your own rules for the forum, which may differ from the standard forum rules. These various rules should never be in conflict with other provisions of these Terms of Use.

3.5. You have the right to assign or take away powers to certain persons (Crew Members) to co-manage the game. As Game owner, you are also responsible for the actions of your Crew members.

3.6. If a player does not abide by the applicable rules, both the Game owner and MojaMafia.pl have the right to impose sanctions. As the Game owner, you have the right to enforce the rules in the first instance. You may for example, warn players that you will block ('ban') the game for a fixed period, or confiscate ('reset') all the player's Credits and/or other assets. As the Game owner, you are bound to use your sanctioning power carefully. You indemnify MojaMafia.pl against all third-party claims that may arise out of your actions.

3.7. In addition to the aforesaid sanctions, MojaMafia.pl has the right to impose penalties in reasonable proportion to the gravity of the violation.

3.8. It is also prohibited to bypass or to disable any security arrangement for the Game or the Website.

3.9. It is not permissible to share, sell or transfer an account to another person without the prior permission of MojaMafia.pl. It is also not permissible to use someone else's account.

3.10. It is expressly prohibited to promise prizes - such as for winning a game or competition - to players in any manner whatsoever, if prizes are not actually going to be distributed.

3.11. If you do not abide by these Rules of Conduct or other obligations arising under these Terms of Use, MojaMafia.pl shall have the right to impose a sanction, but is not bound to do so. Depending on the nature and seriousness of the violation(s), sanctions may vary from a warning to the cancellation of any Mafia Coins or credits in Euros that you may have earned, up to the termination of all your accounts.

## **Clause 4. Contributions placed on the Website**

4.1. MojaMafia.pl allows you to send messages to or post messages for others through chat, messaging, forums and other resources, and to include text and images in your Game.

4.2. You may yourself decide (except as below) which Contributions you wish to publish, where, and when. MojaMafia.pl is, however, not liable to pay you any fee for the materials that you publish on this Website. You hereby grant MojaMafia.pl a non-exclusive licence to publish your Contributions on the Website in any manner. This also includes the right to change and/or edit Contributions. You relinquish all right to the mention of your name in case of publication on the Website. You hereby also declare that you have all the rights to distribute the materials, and indemnify MojaMafia.pl against the claims of third parties relating to material posted by you.

4.3. The Contributions may not:

- include hyperlinks to external websites with malicious content (such as excessive pop-ups, viruses or spyware);
- contain threatening, false, insulting, offensive, pornographic, discriminatory or hateful information;
- contain pyramid schemes, chain letters, commercial, charitable or philanthropic messages;
- create the impression that you are an assistant or representative of MojaMafia.pl,
- include material that infringes on third-party rights, always including the inclusion of images or links to the same without the consent of the entitled persons;
- include material that places a disproportionate burden on the systems of MojaMafia.pl.

4.4. If MojaMafia.pl has a reasonable suspicion or realises that a Contribution is contrary to the above or against the law, then MojaMafia.pl has the right to unilaterally remove or block access to it. Moreover, MojaMafia.pl may impose a sanction. MojaMafia.pl is not bound to consult you in this connection.

4.5. In case of a serious suspicion of misuse of the Website or of the Game, MojaMafia.pl shall have the right to read your private messages in connection with the investigation of such misuse. MojaMafia.pl will keep all information that it finds in such private messages secret to the extent possible, and will not publish or use the same for any purpose other than in connection with measures against such misuse. MojaMafia.pl shall however have the right to hand over these private messages to investigation agencies or to use the same in connection with judicial proceedings relating to such misuse.

## **Clause 5. Forum Rules**

5.1. As the Game owner, you are responsible for the forum and its content and for (ensuring) adherence to the forum rules. You are free to lay down your own rules, which may be different to the standard forum rules as per Clause 5.2. Such rules should however, never be in conflict with other provisions of these Terms of Use.

5.2. If and insofar as you do not apply different forum rules, the following standard forum rules shall apply:

- a) It is not permissible to accuse others of wrongful conduct in your posts. This means that if you suspect someone of something, you should report this to one of the moderators or administrators. Your message should provide sufficient evidence; false accusations shall not be tolerated.
- b) The forum is intended for reference purposes, among other things. In order to ensure that such reference remains useful and well-organised, and to prevent annoyances, you should abide by the following:
  - Before you open a topic, check whether your question or comment has already been posted previously.
  - Always post a new topic in the appropriate section of the forum.
  - Do not feel bound to reply to each and every topic that comes along. Respond only if you actually intend to make a relevant contribution.
- c) Promoting other websites on the forum without consent shall be regarded as spam and may be punished with the deprivation of access to the Game and removal of the account.
- d) The forum is not intended to declare war on other members or their families.

## **Clause 6. Purchasing Mafia Coins and Rewards**

6.1. The players of your game may purchase Credits from MojaMafia.pl for use in the Game. As the Game owner, you will be rewarded if players of your Game purchase Credits.

6.2. You can as Game owner, make the setting in your account as to whether you want to be rewarded in the form of Mafia Coins or in Euros. Rewards will always be awarded subject to the conditions and the rates as specified in the payment tables appearing on the Website. Please note: a minimum in Mafia Coins may apply, and as a result, you shall lose the rewards, if any, for Credits purchased by the players.

6.3. Since Mafia Coins are to be used in the Game immediately after purchase, you have no right to terminate the purchase as per Section 7:46i of the Civil Code;

6.4. In case of problems when ordering Mafia Coins or when paying rewards, you may contact Support at MojaMafia.pl via: support@MojaMafia.pl or via the forum at www.MojaMafia.pl. Always include certain details: the date and time, explanation of the problem, the telephone number used, etc.

6.5. All offers are without obligation, and the prices on the Website are subject to typing and programming errors. MojaMafia.pl has the right to change the prices at any time.

## **Clause 7. Processing personal data**

7.1. MojaMafia.pl respects the privacy of all users of the Website and shall ensure that personal data are processed carefully and in accordance with the Personal Data Protection Act.

7.2. MojaMafia.pl will take every effort to protect your privacy to the extent possible, but you must realise that other interests such as for example, freedom of expression or detection of illegal activities may take priority over your right to privacy in certain cases.

7.3. While registering, MojaMafia.pl will request you to provide certain personal data, such as your name and a working email address. These personal data shall not be disclosed to third parties unless you authorise the same separately or such disclosure is necessary for your normal use of the Website. MojaMafia.pl may use the email

address to send your messages over the Website and/or to manage the Games. Each message will provide you with the option to unsubscribe. MojaMafia.pl will request your explicit permission before sending other commercial e-mails.

7.4. MojaMafia.pl contains general visit data, among other things, to detect cheating and misuse. This includes information such as the IP address of the computer that requests a page on the Website, the user name if any, the time of request, and the visitor data that the browser sends.

7.5. MojaMafia.pl uses cookies. A cookie is a small file sent along with pages of this Website, to enable the combination of various Website page requests and the analysis of user behaviour. You may reject cookies as above, although this may limit the functionality and ease of use of the Website.

7.6. You have the right to inspect, correct and delete data relating to you. In this connection, please contact MojaMafia.pl via the above address.

7.7. If a Contribution violates your privacy, it will usually be rendered anonymous in the first instance. MojaMafia.pl is not bound to remove Contributions from the Website unless you have a special and compelling reason to require this.

7.8. MojaMafia.pl utilises third-party payment services when you buy Mafia Coins and pay Credits. MojaMafia.pl has no control over the privacy policies of such third parties. Consult the privacy policy statement of such payment services.

## **Clause 8. Maintenance and Faults**

8.1. MojaMafia.pl has the right to temporarily shut down the Website or parts of it for maintenance, altering or upgrading the Website, its software or other facilities. As far as possible, MojaMafia.pl shall try to implement such shutdowns outside office hours and to notify you in time concerning planned shutdowns. MojaMafia.pl is however never bound to pay damage compensation for such shutdowns.

8.2. MojaMafia.pl has the right to modify the Website, the Game and the software used for the same from time to time in order to improve the functionality and to repair faults. If a modification results in a significant change in the functionality, MojaMafia.pl will try to inform you concerning the same. Since this Website and the Game is used by several participants, it is not possible to abandon a certain modification just for your benefit. MojaMafia.pl is not liable to pay any compensation for any damage arising due to such modification.

8.3. In case of force majeure, such as for example, faults in the telecommunication infrastructure or deficiencies in the performance of the payment provider, whereby MojaMafia.pl cannot reasonably be expected to implement this agreement due to the action of an external cause, the performance of this agreement may be suspended or this Agreement shall be terminated, all without any obligation to pay damage compensation.

8.4. MojaMafia.pl will take every effort to reply to questions adequately and within a reasonable time. MojaMafia.pl can however not vouch for the accuracy and/or completeness of the responses.

## **Clause 9. Liability**

9.1. The liability of MojaMafia.pl for direct damages suffered by you, on any grounds whatsoever, shall be limited per event (a connected series of events shall be regarded as one single event) to the amount that the user has paid for the Game, subject to a maximum of 500 Euros (excluding VAT).

9.2. Neither MojaMafia.pl nor any of its assistants shall be liable for any indirect damages that you or others may suffer, including consequential damages, loss of revenue and profits, loss of data and economic loss.

9.3. You indemnify MojaMafia.pl for all claims of third parties, on any grounds whatsoever, in respect of compensation for damages, costs or interest, relating to this agreement.

9.4. The preceding paragraphs of this Clause shall not apply if and insofar as the relevant damage was caused by wilful misconduct or gross negligence on the part of MojaMafia.pl.

9.5. A pre-condition for the creation of any right to damage compensation is always that you should notify MojaMafia.pl concerning such damage as soon as possible after it occurs, in writing.

### **Clause 10. Duration, extension and termination of the agreement**

10.1. The parties have entered into this Agreement for an indefinite period. You may terminate the agreement at any time, without observing a termination notice period. In case of termination in connection with a sanction, MojaMafia.pl may terminate the agreement with immediate effect.

10.2. After termination, your account will be cancelled and all the Mafia Coins and items relating to the account will be removed. MojaMafia.pl may remove your Contributions, but is not bound to do so.

10.3. In case of termination, the following obligations shall continue as long as MojaMafia.pl can reasonably demand the continuation of the same: the licence under Clause 4 and the provisions concerning liability under Clause 9.

10.4. MojaMafia.pl has the right to suspend its obligations towards you if there is a suspicion that you are in breach of the contract in any manner whatsoever, without MojaMafia.pl being bound to pay any damage compensation.

### **Clause 11. Modifications to the agreement**

11.1. MojaMafia.pl has the right to modify these terms and conditions or to add new conditions to the same. These modifications or additions shall take effect fifteen days after publication of the same on the Website. Amendments to Clauses 3 and 4 shall come into force at the next round of the Game. Minor changes shall always come into force with immediate effect.

11.2. If you do not wish to accept an amended or supplemented condition, you must terminate the contract before, or as soon as possible after, the change or addition takes effect. You may no longer use the Website. By using the Website after the same comes into effect, you notify your acceptance of the amended or supplemented condition(s).

11.3. None of the conditions or exceptions proposed by you shall be part of this agreement, unless so agreed in writing between you and MojaMafia.pl.

11.4. MojaMafia.pl shall have the right to assign this Agreement and all its rights and obligations arising under the same, to a third party that takes over the Website.

11.5. Information and notices on the Website are subject to programming and typing errors. In the event of any inconsistency between the website and this agreement, this agreement shall prevail.

## **Clause 12. Final Provisions**

12.1. The present agreement is subject to the law of The Netherlands.

12.2. Insofar as mandatory law does not stipulate otherwise, all disputes that may arise under this agreement shall be laid before the competent court in The Netherlands.

12.3. If any of these terms and conditions is found to be invalid, this will not affect the validity of the agreement as a whole. The parties will in that case, replace such provision(s) with (a) new provision(s) that reflect(s) the intention of the original provision(s) to the extent possible.

12.4. For the purposes of these terms and conditions, "in writing" shall also include e-mail, provided the identity and integrity of the e-mail is sufficiently proven.

12.5. In case of electronic communication with the MojaMafia.pl, the version of that message that is received or stored by MojaMafia.pl shall be the authentic version, unless you can prove that this version is not authentic.

12.6. MojaMafia.pl shall have the right at all times to appoint assistants to supervise the implementation of the Game Rules and to impose sanctions if so required. The provisions of these Game Rules in respect of MojaMafia.pl shall also apply to these assistants, unless otherwise indicated by the intention of the provision.

12.7. You are bound to notify MojaMafia.pl as soon as possible concerning changes in your name, address or contact information that may be relevant for MojaMafia.pl.

## **Definitions**

The terms appearing with an initial capital letter shall have the following meanings:

1. Credits: points which players can purchase and use to perform certain actions in a Game.
2. Contributions: all text, images and other materials placed on the Website or in the Games otherwise than by MojaMafia.pl.
3. Crew: persons, including the Game owners, who have authorisation to manage the Game.
4. Crew member/s: a person to whom the Game owner has granted powers to manage the Game.
5. Game owner: a person who has created a game via the Website
6. Mafia Coins: points that Game owners can purchase and use in order to expand or to adapt their Game.
7. Game: a text-based online multi-player Mafia game created via the Website.
8. Support: the person or department in MojaMafia.pl whose task it is to handle complaints and resolve problems.
9. Website: [www.MojaMafia.pl](http://www.MojaMafia.pl).