

## **games mill terms of use**

These terms form a legally binding agreement that governs your use of the games and other additional products and/or services offered by games mill (“**games mill**”, with its address at Coosje Buskenstraat 26, 4381LE Vlissingen, the Netherlands) on [www.games-mill.com](http://www.games-mill.com), [www.weezlejump.com](http://www.weezlejump.com), its other websites and when accessed through third party web sites (together, the “**games mill games**” or a “**games mill Game**”). By using or accessing the games mill games, you agree to be bound by these terms. Where these terms of use refer to “**User**”, reference is made to the person who plays the games mill games.

### **Article 1: games mill games and availability**

1.1 The services that games mill provides, consists of providing the games mill games that Users, after an optional registration, can play and of providing additional services in accordance with these terms of use and any other additional applicable terms for the service in question.

1.2 For the availability of the games mill games, games mill depends on the proper functioning of the systems of the User and of the underlying Internet infrastructure, which games mill cannot control. games mill cannot guarantee that the games mill games are available at all times to the User.

1.3 games mill reserves the right to temporarily interrupt the games mill games in order to provide for maintenance of, or upgrades or improvements to the games mill games or games mill' computer systems.

### **Article 2: Establishment of an agreement and User accounts**

2.1 With each use of a games mill Game, an agreement is entered into between games mill and User.

2.2 If you decide to register for a User account for the games mill games, you provided a valid email address, password and a username (“**Login Credentials**”) in order to complete the registration process. You are responsible for maintaining the confidentiality of your Login Credentials, and are fully responsible for all activities that occur under your Login Credentials. If you use the games mill games in a way that is not authorized by these terms of use, including in a way that is not allowed by any posted community rules, we can suspend your account temporarily or delete it.

2.3 You agree to (i) immediately notify games mill of any unauthorized use of your Login Credentials or any other breach of security, and (ii) ensure that you exit from your account at the end of each play session. You may not register twice or use more than one set of Login Credentials when you access or use the games mill games. Sharing your Login Credentials with anyone else is a violation of these terms of use, and if at any time games mill learns that you have given others access to your Login Credentials, games mill reserves the right to terminate your account and your access to the games mill games immediately.

### **Article 3: Premium features and currency**

3.1 games mill may make certain additional features of the games mill games available in return for payment. Information on the prices of the premium features offered, the functions included with these premium features and their requirements for use can be obtained from the games mill website and additional from within each games mill Game that offers premium features. Depending on the premium feature and price, a one-time payment may have to be made in order to credit a User account with features or items which may be used for certain purposes subject to the respective rules of the games on the Website, or to make payments which are due periodically, such as on a daily, weekly, monthly, quarterly, semiannual or yearly basis. All prices listed include all possible applicable taxes. Any credit cannot be transferred to another User.

3.2 The games mill games are updated regularly. games mill reserves the right to offer new premium features at any time, and prices advertised on or withing games mill games and in any advertisement can be changed without prior notice. In the course of adapting and developing the games, games mill also reserves the right to discontinue individual premium features and/or to offer them only in the basic version of the games. All Users are excluded from reimbursement of fees paid. In the event of a permanent discontinuation of a game, we may credit you for other games mill games or reimburse all fees paid in advance. If the User is a minor, he or she expressly declares when ordering the premium features that he or she has received the means of payment necessary for these services or were freely available to him or her.

3.3 User agrees that games mill immediately begins with the performance of its services, and that User consequently does not have the right to rescind the agreement for a period of seven to fourteen days following section 7:46d(i) of the Dutch Civil Code (or the relevant local implementation of the relevant provisions of Distance Selling Directive (Directive 97/7/EC) or the Consumer Rights Directive (Directive 2011/38/EU), whichever applies.

3.4 Costs incurred for Internet access in order to (be able to) visit or play games mill games are for the account of the User.

### **Article 4: Conditions of use of services**

4.1 The use by User of the games/services offered on games mill games is subject to the restrictions in these terms of

use.

4.2 The games/services offered on the Website may only be used for personal and non-commercial purposes.

4.3 When using the games/services offered on games mill games it is not permitted to:

- a. infringe on the intellectual property rights of games mill and/or its suppliers, whereby intellectual property rights include copyright, database rights, neighboring rights, trademark rights, patent rights or other rights of industrial or intellectual property;
- b. collect personal data of other Users of games mill games or to publish personal data from anyone other than the User;
- c. make abusive, harassing, offensive, discriminatory, rude or otherwise indecent (all to be assessed by games mill in its sole discretion) comments against one or more individuals or institutions;
- d. to offer goods and/or services for sale, for rent, for loan or otherwise; to advertize;
- e. to disrupt or limit the operation of games mill games, which in any case is understood to include the circumvention of technological protection measures, the damaging of a computerized work and/or stored data of games mill and/or parties engaged by it, and the overloading of computer-systems and/or computer-networks of games mill and/or of parties engaged by it; and/or
- f. to otherwise act in breach of any law or applicable regulation, or to otherwise act unlawfully to or harm games mill and/or third parties engaged by it.

4.4 games mill reserves the right to take all reasonable technical and legal measures, insofar necessary, in order to enforce compliance with these terms of use, including the temporary suspension or permanent deletion of your account.

#### **Article 5: Consent for younger players**

5.1 Insofar required User hereby declares to be 13 years of age or older, or to have the consent of his parents/guardians for playing the games and/or use the other services of games mill and to provide games mill with personal data in connection therewith.

#### **Article 6: Intellectual Property**

6.1 The intellectual property rights to all games/services offered by games mill are the property of games mill or of a third-party from whom games mill has obtained the right to make available to User (part of) these services.

6.2 games mill hereby gives User a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to the games/services offered by games mill, subject to User complying with the provisions of this User agreement.

6.3 Except insofar as permitted by binding law, User may not reproduce, decompile or reverse engineer the software made available to him or her.

#### **Article 7: Warranties**

7.1 All games/services offered on games mill games are provided as is. games mill does not warrant that the games/services offered on games mill games will operate without interruption, be error free or suitable for any specific purpose, or that errors or other problems will be resolved in new or different versions of the games/services.

#### **Article 8: Limitation of Liability, Indemnity**

8.1 The content of games mill games is compiled and maintained by games mill with constant care and attention. However, errors cannot always be avoided. Consequently, no rights can be derived from the information and services offered on games mill games. Except in the case of intent or gross negligence, games mill assumes no liability for any damage resulting from the use of games mill games, or from the use of the games/services offered on games mill games, or from the incompleteness and/or inaccuracy of the information provided on games mill games, or for any damage that is the result of games mill games being (temporarily) unavailable.

8.2 games mill games contains links and/or hyperlinks, in the form of advertisements or otherwise, to other websites that games mill does not manage. These are included for informational purposes only and selected in good faith for games mill' target audience. games mill gives no warranty and accepts no liability for the content, use and availability of such websites.

8.3 Insofar there is any liability of games mill, this liability is at all times limited per event (whereby a connected series of events counts as one event) to the fees paid in the then current calendar year by User to games mill for the services that gave rise to the liability of games mill.

8.4 The above limitations do not apply in case of intentional acts or gross negligence of games mill.

8.5 You agree to defend, fully and effectively indemnify and hold harmless on demand games mill, its affiliates, and their respective directors, shareholders, officers, employees, agents, licensees, sub-licensees and assigns, from and against any and all third party claims (threatened or actual), demands, penalties, fines, taxes and insurance, actions, causes of action and liabilities, of any kind whatsoever, for damages, losses, costs and/or expenses (including reasonable external out-of-pocket legal fees and expenses) to the extent resulting from a breach by you of any of your obligations,

representations or warranties contained in this agreement.

**Article 9: Termination of your account, amendment of the terms**

9.1 You may terminate your account, if any, at any time and for any reason by going to your account settings.

9.2 You agree to allow games mill or its representatives to access your account and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third-party rights, or other unauthorized uses of the games mill games.

9.3 Without prior notice and without any liability of games mill, games mill may terminate your account and/or your use of games mill games if games mill, in its sole discretion, believes you have violated these terms or any other policy of games mill, furnished games mill with false or misleading information, or interfered with use of the games mill games by other users. games mill further reserves the right to terminate any accounts that have been inactive for ninety (90) days or longer.

9.4 games mill has the right to amend these terms at any time. If we have a User's e-mail address, we will send the User an e-mail about this. If the changes are negative for the User, and the User objects to the changes of the terms of use, the User and games mill both are entitled to terminate this agreement. Until termination has been finalized, the original terms of use remain in effect. Any payment made for games and/or services that extend beyond the termination date will be reimbursed to the User on a pro-rata basis, subject to reasonable processing fees. Further claims by the User are considered hereby invalid.

**Article 10: Miscellaneous**

10.1 Dutch law applies to the games mill games and the use thereof, with the exclusion of its conflict of law rules. Any disputes arising from the use of games mill games and/or information retrieved from games mill games will exclusively be submitted to the competent court in the place of registration of Company (currently Zeeland-West-Brabant, The Netherlands), without prejudice to a Users rights to adjudicate a local court if so prescribed by consumer law.

10.2 In the event that any provision of these terms of uses are declared void or unenforceable, parties will replace such void or unenforceable provision(s) with a valid and enforceable provision that is as close as possible to the economic, legal and commercial objectives of the void or unenforceable provision.

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