

## **Game Rules**

The website [www.MoyaMafia.ru](http://www.MoyaMafia.ru) (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 (the “Game Owner”) and the players must comply with certain rules and they are bound by these terms and conditions. These Game Rules shall apply to Game players, while Game owners are bound to comply with the Terms of Use that are provided to them. You are therefore advised to read these Game Rules carefully before you register as a player of a game. When you play a Game, you are deemed to have consented to these Rules.

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 [contact@MoyaMafia.ru](mailto:contact@MoyaMafia.ru).

These terms and conditions were last updated on 28/11/2011.

### **Clause 1. Content of the Game**

1.1. As a player of the Game, you are aware that the Game owners manage the Game independently, within the limits of the interface offered by MoyaMafia.ru for that purpose. You are aware and agree that MoyaMafia.ru is not responsible for the conduct of the Game owners.

1.2. You are aware and also agree that MoyaMafia.ru shall not be responsible for the behaviour of individuals (Crew members) to whom the Game-owner has assigned powers to co-manage the Game.

1.3. MoyaMafia.ru provides access to the Game and thereby publishes texts, images and other materials. In this connection, the Game owner may also determine the layout and content of the Game to some extent.

1.4. These materials may not be copied, distributed or used for any purpose other than playing the Game without the written permission of MoyaMafia.ru, except and solely insofar as mandatory law provides otherwise.

1.5. 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.

1.6. MoyaMafia.ru has the right to modify the Game at any time and without notice - even during a game round started by the Game owner.

1.7. 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. Registration for the Game**

2.1. To join 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. Both the Game owner and MoyaMafia.ru have the right to refuse your application without assigning any reason.

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

2.3. You must keep your password secret. MoyaMafia.ru 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 MoyaMafia.ru as soon as possible. The latter will take appropriate action.

### **Clause 3. Playing the Game**

3.1. You are bound to abide by these Game Rules and by the rules and/or conditions laid down by the Game owner or his Crew members.

3.2. It is prohibited to use tools such as scripts, bots or plug-ins that could give you an unfair advantage over other participants. It is also not permissible to bypass or to disable any security measure of the Game or the Website.

3.3. 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 MoyaMafia.ru. 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 MoyaMafia.ru or others may suffer as a result of the violation.

3.4. In case of a breach of these Game Rules, the Game owner has the right to impose a sanction.

3.5. Sanctions may - depending on the severity and frequency of violations – range from a warning to the seizure of Credits or other assets earned during the Game, to permanent exclusion from the Game and the Website. MoyaMafia.ru can also report your (user)name on the Website together with details of the violation and the sanction imposed.

3.6. Game owners can also independently block users. They are themselves responsible for their conduct in this connection. In no case shall MoyaMafia.ru bear responsibility for unjust sanctions imposed by Game owners. Game owners are bound to conduct themselves in a reasonable and responsible manner towards the players of the Game.

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

4.1. MoyaMafia.ru allows you to post messages for or to send messages to others through chat, messaging, forums and other resources, and to include information and images in your profile (hereinafter collectively referred to as “Contributions”).

4.2. You may yourself decide (except as below) which Contributions you wish to publish, where, and when. MoyaMafia.ru is, however, not liable to pay you any fee for the materials that you publish on this Website. You hereby grant MoyaMafia.ru 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 MoyaMafia.ru 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 MoyaMafia.ru,
- 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 MoyaMafia.ru.

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

4.5. You indemnify MoyaMafia.ru against claims of third parties based on the standpoint that the materials submitted by you violate the law in any other manner.

4.6. In case of a serious suspicion of misuse of the Website or of the Game, MoyaMafia.ru shall have the right to read your private messages in connection with the investigation of such misuse. MoyaMafia.ru 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. MoyaMafia.ru 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. The Game owner and his Crew members are responsible for the Game forum. They are entitled to draw up their own rules relating to the use of the forum. These rules shall not, however, affect the other Terms of Use which Game owners are bound to respect, particularly in connection with the criminal or unlawful content of the messages, as per Clause 4.

5.2. If and insofar as the Game owner does 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 Credits**

- 6.1. You may purchase Credits in your Game account using various payment systems.
- 6.2. Since Credits 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.
- 6.3. In case of problems when ordering Credits, you may contact the Game owner or otherwise contact Support at MoyaMafia.ru via: [contact@MoyaMafia.ru](mailto:contact@MoyaMafia.ru) or via the forum at [www.MoyaMafia.ru](http://www.MoyaMafia.ru). Always include certain details: the date and time, explanation of the problem, the telephone number used, etc.
- 6.4. All offers are without obligation, and the prices on the Website are subject to typing and programming errors. MoyaMafia.ru has the right to change the prices at any time.

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

- 7.1. MoyaMafia.ru 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. MoyaMafia.ru 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, MoyaMafia.ru 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. MoyaMafia.ru 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. MoyaMafia.ru will request your explicit permission before sending other commercial e-mails.
- 7.4. MoyaMafia.ru 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. MoyaMafia.ru 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 MoyaMafia.ru via the above address.
- 7.7. If a Contribution violates your privacy, it will usually be rendered anonymous in the first instance. MoyaMafia.ru is not bound to remove Contributions from the Website unless you have a special and compelling reason to require this.

7.8. MoyaMafia.ru utilises third-party payment services when you buy Credits. MoyaMafia.ru 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. MoyaMafia.ru and the Game owners have the right to temporarily shut down the Website or parts of it for maintaining, upgrading or improving the Website, its software or other facilities. As far as possible, MoyaMafia.ru shall try to implement such shutdowns outside office hours and to notify you in time concerning planned shutdowns. MoyaMafia.ru is however never bound to pay damage compensation for such shutdowns.

8.2. MoyaMafia.ru 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, MoyaMafia.ru 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. MoyaMafia.ru 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 MoyaMafia.ru 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. MoyaMafia.ru will take every effort to reply to questions adequately and within a reasonable time. MoyaMafia.ru can however not vouch for the accuracy and/or completeness of the responses.

## **Clause 9. Liability**

9.1. The liability of MoyaMafia.ru 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 MoyaMafia.ru 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 MoyaMafia.ru 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 MoyaMafia.ru.

9.5. A pre-condition for the creation of any right to damage compensation is always that you should notify MoyaMafia.ru 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, MoyaMafia.ru may terminate the agreement with immediate effect.

10.2. After termination, you may no longer use the Website and the Game. Your account will be cancelled and all Credits and the items relating to the account will be removed. MoyaMafia.ru 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 MoyaMafia.ru can reasonably demand the continuation of the same: the licence under Clause 4 and the provisions concerning liability under Clause 9.

10.4. MoyaMafia.ru 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 MoyaMafia.ru being bound to pay any damage compensation.

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

11.1. MoyaMafia.ru 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 agreed in writing between you and MoyaMafia.ru.

11.4. MoyaMafia.ru 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 MoyaMafia.ru, the version of that message that is received or stored by MoyaMafia.ru shall be the authentic version, unless you can prove that this version is not authentic.

12.6. MoyaMafia.ru 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 MoyaMafia.ru shall also apply to these assistants, unless otherwise indicated by the intention of the provision.

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

## **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 MoyaMafia.ru.
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. Game: a text-based online multi-player Mafia game created via the Website.
7. Support: the person or department in MoyaMafia.ru whose task it is to handle complaints and resolve problems.
8. Website: [www.MoyaMafia.ru](http://www.MoyaMafia.ru).