



Terms of Use

1. Validity of the Terms of Use, changes to the Terms of Use

1.1 Among other things, Maata Games BV, Stationsplein 3, 6811 KG Arnhem, the Netherlands (“we”) distributes various online games (“Games”) via various top-level domains as well as via various sub-domains and aliases of these domains. The Games can be used by you as a User (“User”) via your browser(s). The services and performances provided within the scope of these Games, including, but not limited to, the display of your profile page, the participation in forums, the display of user-generated content such as photographs, graphics or moving pictures, the provision of In-Game news systems (“Services”) are exclusively carried out on the basis of these General Terms of Use. These Terms of Use are published on the website of the Games where they can be accessed and printed out at any time. In addition to these Terms of Use, the relevant applicable game rules and game instructions (if applicable) for the Game that are listed on the website shall apply. In the event of any contradiction between these Terms of Use and the game rules or game instructions, the Terms of Use shall prevail. Special Terms of Use may apply to individual Games and particular variations of Games. If this is the case, you will be notified appropriately of any such terms prior to making use of the relevant offer.

1.2 By acknowledging the Terms of Use, we conclude a licensing agreement with you. When using the Games you, as User, acknowledge the Terms of Use for our Services by ticking the box “I accept the General Terms of Use” and clicking the registration button.

1.3 We are entitled to change the Terms of Use and other provisions with effect for a future date. We will only carry out these changes for an important reason; in particular based on new technical developments, expanding our services, changes in legislation or jurisprudence or other equivalent reasons. Should the change significantly distort the contractual balance between the parties, the change will not take place. In all other cases, changes require your approval. You agree to be informed about changes to the Terms of Use when you log in to the relevant games platform or via in-game messages or by e-mail to your most recently notified e-mail address. The Terms of Use are considered accepted if you do not object to them in writing or in text form (e.g. by e-mail or fax) within eight weeks after receipt (“Objection Deadline”). When notifying any changes, we will draw specific attention to this option. We advise you to direct any objection to us in writing or by e-mail for the preservation of evidence.

1.4 If you, as User, do not object to the changed Terms of Use towards us within the Objection Deadline or you continue to use the Games despite access to the notification concerning changes, the changed or supplementary Terms of Use become effective. If you, as User, object within the deadline, both you and us are entitled to duly terminate the Licensing Agreement or the Premium Licensing Agreement and, after the expiry of a possible notice period, to delete the account. Any possible service fees paid in advance for the period after the termination shall be refunded to the User on a pro rata basis or credited to other Games. When notifying changes, we will always explicitly point out the possibility of objection and termination as well as the period of notice and the legal consequences in particular where an objection does not take place.

2. Description of the service

2.1 The service of Maata Games consists in the provision of the websites of the game and the provision of the game itself. Maata Games offers the game to registered users free of charge in a manner that enables the game to be played; only the game itself is free of charge, the user is responsible for any additional costs (e.g. for the transmission of data, hardware and software). In addition, Maata Games enables the user to purchase credits for a fee which entitle the user, at his discretion, to activate premium features which provide additional functions and game options, and may create advantages in the game and in the gaming activities. Credits only apply to the game, the relevant national game world and to the game account from which they were purchased. Credits cannot be exchanged or returned. Please see Art 6 for more details on premium features.



2.2 The use of the game is only available to users who have accepted a Licensing Agreement via their registration and who have created a game account. The use of the game is permitted from the time a Licensing Agreement has been accepted and Maata Games has opened a game account for the user for the relevant game world. For this purpose, the user will receive a single, non-transferable right to use the free functions of the game in its current version. The user is not automatically entitled to accept a game user contract or to open a game account. Notwithstanding different regulations that apply to each game or game world, the user may only have one game account. Please see Art 3 for more details regarding the acceptance of a game user contract and the opening of a game account.

2.3 The game and the game worlds, the value of the credits and the premium features are continuously updated, amended, extended and modified to ensure the game retains the interest of as many users as possible in the long term. Therefore, the user only obtains a right to use the game, credits and premium features in their current version at a given time. The user has no right to request retention of the game, credits and premium features in the version current at the time of accepting the Licensing Agreement.

2.4 At the discretion of Maata Games, the game is subdivided into individual game worlds. The game and individual game worlds are organized in game rounds or as a continually developing game at the discretion of Maata Games. The respective game world will be reset at the end of a game round. The user is not entitled to keep the game situation or position he has reached at this time or to have it transferred to a different game world. Nor is the user entitled to transfer his game account to another game world. The term “game round” will also be used below if the game is designed as a continually developing game over the long term; in this case the term “game round” is intended to mean the “duration of the game”. The same principle applies to the term “game world”.

2.5 At the end of the game round, the user may request that any previously activated but unused credits be transferred to another game world; Credits shall be transferred only to game worlds of the same game and country version where the Credits have been purchased. The credits allocated to previously activated premium features for which the period of use had not yet commenced at the time the game or game world was discontinued, will be reimbursed. The credits allocated to previously activated premium features for which the period of use had commenced at the time the game or game world was discontinued will not be reimbursed.

2.6 The transfer of credits will take place by sending an e-mail. The user shall be responsible for ensuring that he does not lose the e-mail.

2.7 Maata Games reserves the right to discontinue the operation of the game or of individual game worlds at any time without having to state the grounds for such. Maata Gameses will provide appropriate prior notice of the discontinuation of the game or the game world operation.

3 Accepting a Licensing Agreement and registering for a free game account

3.1 As User, you conclude a contract with us for the free of charge use of Games via the browser (“Licensing Agreement”). You are neither entitled to a Licensing Agreement nor to the use of the Services or the Premium Features. The Licensing Agreement can be terminated by us and by you at any time without giving reasons, and the Services can be discontinued at any time without giving reasons.

3.2 If you are below 18 years of age, you confirm that your legal representative has read these Terms of Use and that he/she agrees to the use of the Games.



3.3 The Licensing Agreement for a free of charge use of the Services via the browser becomes effective through access to the data from the registration form which you completed and sent to us, and the activation of the account by us, and your acceptance of these Terms of Use pursuant to Art. 1.2. The Licensing Agreement is free of charge.

3.4 In addition to the free Licensing Agreement described in 2.3, we offer Services subject to a charge (“Premium Features”). It is your choice whether or not you want to make use of these Services. Prior to such utilization, you are advised of your obligation to pay for these Services by an appropriately clear marking, and you must specifically confirm this use. Further details and information on Premium Features, in particular conclusion of the contract, description of the relevant Premium Features, payment, and revocation notice are specified in Art. 8 under “Premium Licensing Agreement”.

3.5 Licensing Agreements are concluded with Maata Games BV, Stationsplein 3, 6811 KG Arnhem, the Netherlands as contracting partner. More information about us, in particular our contact details (telephone, e-mail), Commercial Register number and name of authorized representatives can be accessed on our website.

3.6 For individual Games you, as User, have the option to utilize services offered by our cooperation partners. In these cases, a separate agreement between you and the cooperation partner is concluded. This agreement is then subject to special conditions of which the cooperation partner will inform you prior to concluding the agreement.

4. User name and accounts

4.1 As the User, you will choose a player name as an alias to participate in the Games (“User Name”). You are not entitled to be allocated a specific User Name.

4.2 We are entitled to change or delete the User Name not only for technical but also for ethical or legal reasons without requiring your approval.

4.3 As a user, you will receive a user account (“Account”) together with your License Agreement. With this Account, you can change your data and manage the Games.

4.4 An Account can either be created by us on the games portal or on the relevant website of the Game.

4.5 An Account cannot be transferred without our express approval, whether this is subject to a fee or free of charge.

4.6 You may only have one Account per game world (one section of the Game). You can login to your account via the relevant website of the Game. Using multiple accounts (“Multi-Accounts”) within a game world (irrespective whether this is via a downloaded Mobile App or the Games’ websites) is prohibited and can be punished with an immediate ban or extraordinary cancellation of the Licensing Agreement. Asserting any claims for damages by you is excluded in such a case.

4.7 As User, you undertake to keep secret any login data, passwords and access data (jointly referred to as “Login Details”) for your Account and to inform us without delay as soon as you become aware or suspect that unauthorized third parties gained knowledge of your Login Details. In such a case, you will change your data or have it changed by us. We also reserve the right to block your access temporarily. You will be permitted to use the Game(s) again as soon as we have eliminated the suspicion of any abuse of the Login Details either by you or by a third party.

4.8 If a third party uses an Account without authorization by gaining access to your Login Details where you are to blame, you are treated as if you had acted on your own.



4.9 Making use of another User's Account is prohibited unless the game rules specifically provide for this.

4.10 If we suspect that a third party has become aware of the Login Details, we are entitled, but not obliged, to change the Login Details or block the account without prior notice. We will notify you accordingly without delay and, on request, provide you with new Login Details within a reasonable deadline. Further claims by you as a result of the temporary blocking of your Account or change to your Login Details are excluded.

4.11 We are entitled to delete inactive Accounts according to the relevant game rules. In this case, the Licensing ends automatically.

5 Your obligations

5.1 The use of the Games is only possible through locally installed software as well as an internet connection on your computer, tablet, smartphone or other end device ("End Device"). These include an Internet browser, a connection to the Internet, an operating system, possible plug-ins, e.g. Java or Flash and possibly required clients for the use of the Game. You bear the costs of this software and its application as well as the costs incurred for the use of the Internet connection. It is your responsibility to maintain your End Device in such a manner as to ensure the use of the Games. We do not provide any support for this.

5.2 As User, you undertake to provide us true and complete information upon registration and when using the Premium Features. You undertake to inform us immediately of any changes to the data supplied and to confirm their validity upon request.

5.3 You undertake to abide by the provisions of these Terms of Use, to observe the rules of the game and to obey our instructions and those of our employees as well as our vicarious agents and assistants. This includes the instructions of administrators and moderators (community managers, supporters) in the Game's forums.

5.4 As User, you will refrain from any action that endangers or disrupts the operation and functionality of the Games and the successful collaboration with other users.

5.5 Intentional false entries, the use or placement of unauthorized content or any other violations or the abuse of data entitles us to give extraordinary notice. We also reserve the right to take further legal action.

5.6 We are entitled to delete user-generated content. This applies in particular to content violating these Terms of Use.

5.7 You are not entitled to use mechanisms, software, programs or other routines that could disrupt our systems. You may not adopt any measures that could lead to an unreasonable overload of the systems. The use of special software, in particular for the systematic or automatic control of the Games or special game features (eg. bots, macros), for the reproduction or evaluation of the Games is not permitted.

5.8 It is prohibited to exploit bugs or faults in the Games' programming and during gameplay that could represent an advantage for you for personal and/or third party purposes. If you discover any bugs, you shall notify us immediately. As far as you have derived any benefits therefrom, such benefits must be reimbursed to the extent this is possible. Intentionally exploiting bugs or defects, or publishing such exploits on the Internet or through mobile applications, can lead to an immediate cancellation of the Licensing Agreement without notice and a deletion of the Account.



5.9 The use of software which allows data mining or that in any other way collects information associated with the Games is prohibited.

5.10 The use of items outside the Game, their sale or purchase for real money or their exchange is prohibited.

6 Premium Features (Playing Gold)

6.1 The website of the relevant game world shows the premium features available, the tariff, their functionalities and what is required for them. Maata Games reserves the right to introduce new Premium Features, to modify or change the price of individual Premium Features or to cease offering them at any time.

6.2 The contract for Premium Features (“Premium Licensing Agreement”) is concluded both via browser games as well as Mobile Apps as soon as you click on the button “Pay Now” or similar, once you have selected the Premium Features and through sending an order confirmation via Ingame-News or e-mail in which you accept the offer.

6.3 The Premium Features in particular, but not exclusively, include the provision of virtual currency (e.g. “Playing Gold”) and the use of game advantages by way of virtual goods (“items”).

6.4 The content, features and preconditions of the Premium Features that are valid at the time of the order and in the manner they are presented on our website and in the Mobile Apps as well as the corresponding baskets shall apply; this is conveyed to you accordingly in the relevant order confirmation.

6.5 Generally, as User, you can utilize items for a certain duration. You can also lose items during the course of a Game, for example if they are destroyed during gameplay or are taken away by other users.

6.6 Premium Features can only be purchased through a separate order. There is no permanent or repeated obligation to purchase a Premium Features.

6.7 With regard to the use of the Games via browsers, the prices valid at the time of the order, as presented in the relevant baskets and transmitted in the order confirmation for the corresponding order, shall apply. Prices include possible statutory value-added-tax.

6.7 With regard to the use of the Games via browsers, the prices valid at the time of the order, as presented in the relevant baskets and transmitted in the order confirmation for the corresponding order, shall apply. Prices include possible statutory value-added-tax.

6.8 In some instances, costs or fees ensuing from various payment service providers are not included in the prices. As far as you could incur additional fees or costs through your chosen payment service provider, this will be expressly pointed out. If you are playing in a browser, you can change the payment service provider prior to finalizing the payment process. We do not have any influence over costs or fees raised by the payment service provider. Binding information on incurred fees and costs can only be given by the payment service provider.

6.9 As far as the Games simulate currencies, e.g. Playing Gold, these are Premium Features and not real money. A reconversion of the Premium Features (i.e. currencies, etc.) in real money is only possible if the operation of our website and Mobile Apps as a whole are permanently discontinued. In such a case, any payments you made shall be refunded if the purchased Premium Features or items have not been unlocked.



6.10 Service payments are due in advance with the purchase of a Premium use.

6.11 As User, you are not entitled to a specific payment method.

6.12 You are liable towards us for any cancellations or reversal debits for which you are responsible (e.g. due to insufficient funds on your account). You shall also bear the costs (e.g. fees charged by the payment service provider) of charge back. The chargeback costs shall be in a sum equivalent to €5. We are entitled to charge these amounts together with the original payment to your account. You have the right to prove that no damage occurred, or that there was no damage equivalent to the amount demanded.

6.13 If you are in arrears with your payment, we are entitled to cease our services and to block the Account, notwithstanding your continued payment obligation. No service payment is due during this period. However, we are entitled to charge a handling fee of the equivalent of € 5 to unblock the account upon full settlement (provided you are responsible for the default). You have the opportunity to prove that no damage occurred or only to a minor degree. Furthermore, we are entitled to charge the statutory interest on arrears of 5 percentage points above the relevant valid base interest rate.

6.14 As part of adapting and updating the Games, we may offer new Premium Features, items or currencies, or change or completely discontinue existing Premium Features for future use of the Games. In the event of such adaptation or cessation, we undertake to give you the opportunity to apply and use Premium Features, items or currencies you have purchased against a fee within a previously notified deadline. Alternatively, we give you, as the User, the option to convert the Premium Features, items and currencies you have purchased against a fee into a credit that you can use otherwise. In the event that a specific Game is discontinued, you have the right to use those Premium Features, items and currencies until the actual date of discontinuation and convert these into a credit, which can then be used for another Game. Further claims on your part are excluded.



7. Right of revocation, revocation notice with regard to Premium Features

The user may withdraw his contractual declaration to accept a game user contract and to purchase credits in text form (e.g. letter or e-mail) within a period of 14 days without having to state the grounds for such.

To exercise your right of revocation, you must inform us (Maata Games BV, Stationsplein 3, 6811 KG Arnhem, The Netherlands, withdraw@maatagames.com) of your decision to cancel this contract with a clear declaration. To meet the revocation deadline it is sufficient that you send the notification before the end of the revocation deadline stating that you wish to exercise the revocation right.

If you revoke this contract, we shall refund you all payments we received from you without delay and no later than fourteen days from the date on which we received your notification to withdraw from this contract. This refund includes the delivery costs (with the exception of additional costs that were incurred because you chose a different type of delivery than the most cost-efficient standard delivery). For such a refund, we will use the same method of payment you used for your original transaction unless something else has expressly been agreed to with you; you will not be charged a fee for this refund.

Your right of revocation ends prematurely if, prior to the expiry of the revocation deadline, the contract has commenced after you, as User, have given your express approval for this and are aware that, as a consequence, you lose your revocation right once the contract has been executed.

7.1 Each of our newsletters contains a link which gives you the opportunity to revoke your approval and to cancel the newsletter. If you wish to revoke your approval to send information about the game or the newsletter, please send an e-mail to: withdraw@maatagames.com by stating your username and the e-mail address to which the information and/or the newsletter is being sent.

7.2 At your request, we will immediately delete personal data, that is data which include the user's information about personal and factual circumstances, unless mandatory obligations to preserve records or other obligations contradict such a deletion.

7.3 Upon request, we will inform you of all the personal data that is stored about you free of charge. This information will be sent to you via e-mail, after proper owner's identification measures.

8. Contract duration and cancellation

8.1 Provided nothing to the contrary is agreed in our actual offer, the Licensing Agreement and/or the Premium Licensing Agreement between you and us is/are concluded for an indefinite period of time. Different provisions may apply for the provision of Premium Features.

8.2 If no duration is agreed upon regarding the duration of the Licensing Agreement, it can be cancelled at any time. Reasons need not be given.

8.3 The Premium Agreement can be cancelled by both parties (you and us) by giving three (3) months proper notice. No reasons are required for such cancellation.

8.4 The parties' right to cancel the Licensing Agreement or the Premium Licensing Agreement at any time for an important reason remains unaffected by the aforementioned regulation.



8.5 We are in particular, but not exclusively, entitled to cancel the Licensing Agreement or the Premium Licensing Agreement, if

- you are in arrears with your payments in the amount of at least € 1,99 and do not pay, despite a reminder;
- your account is in the red and you do not settle it despite a payment request including a deadline;
- you, despite having been given a reminder, culpably violate the game rules, laws or these Terms of Use;
- you commit criminal acts; or
- there is a violation of Art. 5 and this violation, despite a request and the expiry of a certain deadline to remedy the situation, has not been healed or is repeated despite the warning.

8.6 If there is no cancellation stipulated for the relevant Game (e.g. delete feature), a cancellation notice must be effected in written form (letter, fax, e-mail). Giving reasons for the cancellation is required in case of an extraordinary notice of cancellation.

8.7 For technical reasons, the final deletion of the Account and the user data only occurs after several days.

8.8 In the event of a proper cancellation by you, or a notice of cancellation given by us for an important reason, you may not demand a refund of the payments you have made when the notice becomes effective. As User, you have the option – until the time the notice becomes effective – to use and use up any items purchased against a fee; thereafter you are not entitled to assert any reimbursement claims against us, in particular regarding non-utilized Premium Features. Furthermore, any claims for provision of the Premium Features cease to exist. Moreover, we are authorized to demand the sum of all payments you would have had to pay (in particular Premium Features already ordered). Your right to prove that no damage occurred or that the damage was significantly lower remains unaffected.

9. Choice of law / Place of jurisdiction

9.1 All contracts to which these Terms of Use apply are governed by the laws of the Netherlands.

9.2 All disputes relating to contracts between the User and Maata Games BV, to which these Terms of Use apply, will be brought before the competent court in Arnhem.

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