

# General Terms & Conditions of Allodium s.r.o.

## Version. 1.5

Date issued 27.8.2015

### 1. Introductory provisions

The company Allodium s.r.o., ID No. 27938697, with its registered office at Puškinovo nám. 584/11, Praha 6, 160 00, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Entry 127911 (hereinafter “**Allodium**”), operates and provides the online game Infinitum (hereinafter the “**Game**”) via web browsers. The Game can be played by Users (hereinafter “**Users**”), as defined below.

Allodium provides its services to Users under Czech law. Use of the Game and related services is solely for entertainment purposes; use for commercial purposes is prohibited.

### 2. Scope of Application

2.1 Allodium provides Users with the opportunity to play the Game along with related service options such as creating their own profile page, participating in blogs and forums, purchasing virtual items and other services (hereinafter the “**Services**”). All Services and the Game are provided, and their use and sampling by Users is subject to, these Terms and Conditions, the Player’s Code, the current Game Rules and the Privacy Policy Statement; all of these documents constitute integral parts of these Terms and Conditions. Their current versions are available on Allodium’s website <http://www.infinitumgame.com>. At the User’s written request, Allodium will send him the latest version of the said documents by e-mail.

2.2 Allodium hereby reserves the right to modify or supplement these Terms and Conditions from time to time with future effect, for example, in order to adapt to the legal and legislative situation, to expand its range of services, etc. The User will be informed of the changes through an alert at the time of his login to the Game or by an e-mail message sent to the User’s address which he provided in the registration form. The amended Terms and Conditions will be effective vis-a-vis the User from the time that he receives notification of the change. The User may object in writing to the new Terms and Conditions in the 5 days following his receipt of notification of the change. The User must include his name in the objection. If the User lodges an objection, either the User and Allodium may terminate their contractual relationship and Allodium may cancel the User’s Account, as defined in Article 7 below. Any advance payments by the User for the Game will be refunded to him in the manner specified in Article 6 of these Terms and Conditions.

2.3 User’s Terms and Conditions are not deemed to be part of the contract between the User and Allodium, unless they are approved by Allodium in writing.

### 3. User, Registration

- 3.1 Only individuals who are at least 18 years of age are entitled to use the Game and Services provided by Allodium in their full scope. By registering to use the Game and Services, the User explicitly warrants and represents that he have attained the age of 18. A minor may only use the Game and Services with the explicit consent of their legal guardian(s), as provided in the registration form. Nevertheless Allodium may prohibit a minor from participating in the Game or part of the Game based on the inappropriateness of the Game or its part given the age of the minor.
- 3.2 The interested person become a User at the moment when he fill in the registration form available on Allodium's website completely and correctly, including his current e-mail address and confirming the acceptance of these Terms and Conditions, the Player's Code, the current Game Rules and the Privacy Policy Statement. The interested person can also became a User by launching the Game via website of Allodium partner. On receiving the completed form, Allodium creates an account for the User enabling him to access the Game (hereinafter the "**Account**"). From this time, the User is authorised to play the Game and use the Services under these Terms and Conditions as a binding contract is concluded between the User and Allodium.
- 3.3 The User is obliged to inform Allodium without undue delay about any changes to the information that he provided in the registration form, especially if this concerns his e-mail address.
- 3.4 The User may also obtain their Account through one of Allodium's contractual partners offering Allodium's services, e.g. Bigpoint, Seznam.cz, Facebook (hereinafter the "**Contractual Partners**"). In such case, the User shall comply with the Contractual Partner's conditions in addition to these Terms and Conditions, ensuring that his Account with the Contractual Partner is not blocked and his access to the Game is not denied for a reason for which Allodium is not responsible.
- 3.5 During the registration process, the User chooses his membership login and player name. Allodium reserves the right to change or cancel this name and to notify the User of the change or cancellation if the name is inconsistent with applicable law or propriety or will infringe on the property or personal rights of Allodium or third parties.
- 3.6 The User is obliged to treat all data used to access the Game (login, passwords etc.) as strictly confidential. The User is solely responsible for accessing and using his Account. The User shall inform Allodium without undue delay if he learns or suspects that an unauthorised third party has gained possession of the mentioned access data. If any third party accesses the Game or Services using the User's access data because the User neglected to protect the Account sufficiently from unauthorised access, the User will be liable for the actions of that third party as if the User had performed those actions himself. Allodium is entitled to treat any login to the Account using the User's data as the User's login to the Account unless the User informs Allodium otherwise. For security reasons, Allodium recommends changing passwords regularly.

- 3.7 If Allodium is informed or has justifiable grounds to believe that an unauthorised third party is using the User's Account, it may, but is not required to, at its own discretion, change the Account access data without prior notice or suspend access to the relevant Account. Allodium will promptly inform the User of such actions and will, upon request, communicate the new access data to the User without undue delay. The User is not entitled to demand the restoration of the original access data.
- 3.8 From the time that the User receives his Account, he also gains access to the Game's discussion forum (hereinafter the "**Forum**").

#### **4. Use of the Game, Payment**

- 4.1. Use of the Game and related services is only authorised via a web browser or special tools made available and expressly permitted by Allodium.
- 4.2. Basic use of the Game is free of charge. The User has no actionable right to open an Account and access the Game. The User cannot demand his participation in the Game.
- 4.3. The Game is provided in a basic free version (hereinafter the "**Basic Version**") and a premium paid version (hereinafter the "**Premium Version**").
- 4.4. The Basic Version of the Game may be used indefinitely and without restrictions in the Game mode, however the User does not have full access to all of the Game features. Allodium is authorised to to discontinue the Game without stating any reason.
- 4.5. In the Premium Version, the User may take advantage of additional Game features and benefits (hereinafter the "**Features**") which are specified on the Allodium website and not available in the Basic Version. If the User opts to play the Premium version, he is obliged to provide Allodium with further required information and declarations. The Premium Version is agreed on and its terms become effective once the User has filled out and sent the registration form with required information and declarations to Allodium and paid a fee to Allodium for the selected Features. Information about prices, functions and use requirements for the offered Features can be found on the Allodium website.
- 4.6. The Game is updated regularly; Allodium therefore reserves the right to offer new Features at any time. As Allodium develops the Game, it also reserves the right to discontinue individual Features and/or to offer them in the Basic Version.
- 4.7. The Game is divided into various Game worlds, an overview of which can be found on the Allodium website (hereinafter the "**Worlds**"). The User may use his Account to play the Game in all the Worlds, however access to all Worlds is not guaranteed if the Basic Version is used, or if the User is registered through Allodium's Contractual Partners.
- 4.8. The Game only lasts for a limited time in each World. Allodium determines the termination period for each World when the relevant Game conditions are met under the Game's internal rules and mechanisms. If a World terminates, then any advance payments made by the User for the Game are retained by the User in the form of iCoins, as defined below, in the amount of the proportion between the

prepaid sum for the game and uncollected Game services. These iCoins may be used in another World.

- 4.9. The Game is set up such that the User takes part in the Game regularly and at least once a week. If the User does not participate in the Game for at least 30 days, Allodium may cancel the User's Account and withdraw from the contract between Allodium and the User as per Article 7.3 of these Terms and Conditions.

## **5. Fair Use of the Game**

- 5.1 The User hereby undertakes to use the Game and the Services including the Forum to a reasonable extent and for the purposes for which they are intended. Furthermore, the User undertakes that he will not use the Game, the Services or the Forum in a manner inconsistent with applicable law or propriety or potentially infringing on the property or personal rights of Allodium or a third party.
- 5.2 The User must be alert to the fact that he is playing the online Game together with many other Users. To ensure successful interactions among Game Users, it is imperative that all Users observe the rules. The User hereby acknowledges that his use of the Game means he is legally bound by these Terms and Conditions, the Game Rules and the Player's Code.
- 5.3 The User must also refrain from undertaking any activity which could interfere with the Game's normal operation or disrupt successful interactions among Users.
- 5.4 Use of programs which cause excessive server loads is strictly forbidden. Applying software such as bots, macros, etc. to systematically monitor games or individual game operations or to reproduce or evaluate the Game or its components or content is also prohibited.
- 5.5 Use of programming bugs and/or errors to achieve personal gain is strictly banned. Recognised bugs should be reported as quickly as possible via support or by e-mail.
- 5.6 The User is only authorised to have a single Account for the Game. The User must not transfer the Account to a third party or permit such party to access the Account. The User must not, under any circumstances use another User's Account, login name or password.
- 5.7 The User must not misuse the Services for illegal or unauthorised purposes. It is strictly prohibited to use another User's account name or e-mail services in order to send unsolicited e-mails or promotional messages or for any other commercial purposes.

## **6. iCoins**

- 6.1 For the purposes of the Game, and in particular, to enable the purchase of Features, the User may buy virtual units called iCoins (hereinafter "**iCoins**"). The current rate for iCoins can be found on Allodium's website.
- 6.2 Payment for iCoins may occur through any of the options specified on Allodium's website, i.e. via XpayCZ, SMS, bank transfer, the PayPal gateway etc. When making payment, the User shall observe the terms and conditions of the relevant payment service provider. Allodium hereby reserves the right to change the range of payment options and their providers at any time.

- 6.3 The price list for individual payment options is available on Allodium's website and will be made known to the User during each iCoins purchase. Allodium hereby reserves the right to change the price list and the rate for iCoins at any given time. The change will be shown on Allodium's website and reported to the User during its very next purchase of iCoins. The change will take effect from the time when it is shown on Allodium's website, unless Allodium indicates a later time. If the User objects to the said change, either contractual party may terminate the contract between Allodium and the User according to Article 7.3 of these Terms and Conditions.
- 6.4 Allodium is obliged to credit the relevant amount of iCoins to the User's Account at the time that the User's payment is credited to Allodium's bank account.
- 6.5 iCoins may only be used in the Premium version in order to purchase Features for the prices stipulated on Allodium's website. The User will be informed of the current price for the chosen Feature during each Feature purchase. Allodium hereby reserves the right to change the price of Features at any given time. The change will be presented on Allodium's website and reported to the User during the new purchase of Features. The change will take effect from the time when it is shown on Allodium's website, unless Allodium indicates a later time. Should the User object to a change, either contractual party may terminate the contract between Allodium and User according to Article 7.3 of these Terms and Conditions.
- 6.6 Unless otherwise specified in these Terms and Conditions, iCoins may not be converted to actual currency or any other valuables, and they may only be used to purchase Features hereunder. The User is not allowed to transfer any Features to another User or to use them for a purpose other than those outlined in these Terms and Conditions.
- 6.7 Where these Terms and Conditions stipulate that the User will be refunded the value of unused iCoins, Allodium will repay the relevant portion of iCoins to the User in the form of Czech crowns at a rate of CZK 0.5 per 1 iCoin; if the User paid for the iCoins in Euro, the rate is EUR 0.022 per 1 iCoin. The sum will be paid to the User's account which he provided together with his name, surname and address, as needed for User identification. The User must provide such information within 14 days of receiving Allodium's request for the same; otherwise Allodium's obligation to refund the value of the iCoins ceases to exist. The amount due to the User is reduced by CZK 100.00 / EUR 5 to compensate for Allodium's costs associated with repayment. If the iCoins were credited to the User's Account for multiple Users, the said deduction will apply to each User for whom payment is being refunded.
- 6.8 User can also receive free iCoins from Allodium during a promotion or some other event in a form of a Voucher. User has no legal right to have these vouchers paid. Vouches may be rendered invalid by Allodium at any time, for example at the end of the marketing event. In case of termination of this contract Allodium will not pay back any iCoins that the user received on a basis of a Voucher or free in any other way. It is assumed that user is always using free iCoins for payments last. Thus user is always using iCoins purchased with money first.

## **7. Contract Duration**

- 7.1 The contract between Allodium and the User is concluded when Allodium has received a correctly completed registration form from the User and created the Account for that User. Before sending the form to Allodium, the User must confirm that these Terms and Conditions are a binding part of the contract. The contract is concluded for an indefinite period of time, unless otherwise stated by Allodium in a particular offer of its services.
- 7.2 The User may withdraw from the contract between the User and Allodium without stating any reason by sending written notice to Allodium within 14 days of concluding the contract. In such case, within 14 days of receiving the written withdrawal notice, Allodium shall reimburse the value of any unused prepaid iCoins to the User in the manner prescribed in Article 6.7 of these Terms and Conditions. The User may use the form provided on the Allodium website for the purpose of withdrawal. The withdrawal is effective from the time the written notice or form is delivered to Allodium.
- 7.3 In addition, either party may terminate the contract without stating a reason with a termination period of 14 days that starts a day after the other party receives the written termination notice. Explicit relinquishment of the Account by the User is considered to amount to termination of the contract by the User. If the contract is terminated by either contractual party as per this article, Allodium shall reimburse half of the amount of iCoins in the User's Account on the date of termination. The iCoins will be refunded in the manner prescribed in Article 6.7 of these Terms and Conditions within 14 days of the termination date.
- 7.4 Unless otherwise stated in these Terms and Conditions, in the event of any serious or repeated violation of a provision of these Terms and Conditions, the Player's Code, the Game Rules or applicable law by either contractual party, the other contractual party is entitled to withdraw from the contract. The withdrawal must take place in writing and will be effective upon its receipt by the violating party. If Allodium withdraws from the contract on the grounds mentioned in the first sentence of this paragraph, the value of the iCoins in the Account will not be reimbursed to the User but treated as a contractual penalty for the breach of the User's obligations. If the User withdraws from the contract for the reason mentioned above, the value of the iCoins in the Account will be reimbursed to the User in the manner prescribed in Article 6.7 of these Terms and Conditions.
- 7.5 From the date of termination of the contract, the User's Account and access thereto and to the Forum will be blocked and the User's data in Allodium's possession will be deleted, excluding data that Allodium must keep under applicable law or to protect Allodium's rights resulting from the contract with the User.

## **8. Limitation or Cancellation of Game Access**

- 8.1 The User is obliged to comply with these Terms and Conditions, the Player's Code, the Game Rules and applicable law and propriety. In the event that the User intentionally or negligently violates one or more of the above-mentioned rules, and in particular if the User creates multiple Accounts, makes threats or engages in swearing or other inappropriate conduct (hereinafter "**Inappropriate Conduct**"), Allodium may temporarily or permanently block the Account of the offending User, block his access to the Services and Forum, or cancel all of the User's Accounts with Allodium. On its website Allodium provides a list of examples of Inappropriate Conduct and the time periods for which Allodium may block the User's access to the Game. Allodium may amend the list of Inappropriate Conduct from time to time, in particular to add new Inappropriate Conduct.
- 8.2 Allodium may temporarily block the User's Account even when it only reasonably suspects that the User is violating the rules stated in Article 8.1 of these Terms and Conditions. While his Account is being blocked, the User may not create a new Account with Allodium.
- 8.3 Allodium shall inform the User about the blocking of his Account through a highlighted alert when the User logs in to the Game, or through the e-mail address given by the User in the registration form. The notice will specify the time period for which the Account is being blocked.
- 8.4 If the User repeatedly violates the rules stated in Article 8.1 above, Allodium may withdraw from the contract with the User with immediate effect and permanently prevent the User from accessing the Game. Allodium may also deny access to the Game to any person using the IP address from which the cancelled Account was used.

## **9. Delivery**

- 9.1 Allodium shall deliver all notices and documents to the User under these Terms and Conditions via a highlighted alert when the User logs in to the Game, or through an e-mail message delivered to the e-mail address given by the User in the registration form. A document will be deemed to be delivered to the User at the time of the User's login to the Game or when Allodium receives notice that the e-mail sent to the User was read, however no later than the 5<sup>th</sup> day after its dispatch.
- 9.2 The User shall deliver all notices or documents to Allodium under these Terms and Conditions via an e-mail message delivered to the address: [infinitum@allodium.eu](mailto:infinitum@allodium.eu). Documents will be deemed to be delivered on the 5<sup>th</sup> day after their dispatch.

## **10. Guaranteed Game Access**

- 10.1 The User acknowledges that the Game provided by Allodium may contain errors. Allodium will, however, ensure that the Game has an average availability of 97 % annually. This percentage excludes periods during which Allodium performs regular maintenance of the Game with advance warning, force majeure events and unavailability due to external manipulation.

- 10.2 Allodium may restrict access to the Game if this is required for network security and to preserve the network's integrity, in particular by preventing serious breakdowns or interference with the network, software or stored data.
- 10.3 The User shall inform Allodium in writing about any faults in the Game without undue delay upon their discovery. Allodium hereby undertakes to eliminate any shortcomings to the maximum extent possible.
- 10.4 After the User reports a fault, he may request that Allodium return the appropriate amount of iCoins that were consumed in the period when the User demonstrably lacked access to the Game for technical reasons on the side of Allodium.
- 10.5 Allodium ensures the Game's functionality in the latest versions of the following Internet browsers only: Microsoft Internet Explorer, Google Chrome, Safari, Mozilla Firefox. The User is obliged to regularly update his Internet browser so as to always ensure the safe and smooth operation of the Game. To enable access to the Game, the User must have the latest "Flash" technology running in his Internet browser with the appropriate plug-in: Adobe Flash Player, enabled to configure and save "cookies" with JavaScript actively running.

## **11. Liability, Limitation of Liability**

- 11.1 Allodium provides no guarantees or warranties regarding the operation of the Game. The Game operates on an "as is" basis. All risks associated with playing the Game remain with the User. Allodium is not liable for any damage arising out of or in connection with the use or operation of the Game, including property damage, computer equipment errors or failures, or damage caused by or related to information provided when using the Game.
- 11.2 Allodium is only responsible for damage caused intentionally or by gross negligence. The obligation to pay damages or compensation is limited to predictable damage or loss for which the limit is deemed to be EUR 100.
- 11.3 Allodium hereby expressly distances itself from the content of any websites of third parties to which direct or indirect reference (linking) is made from the Allodium website. Allodium is not liable for these websites and their content; the providers of such websites are responsible for the content of those pages.
- 11.4 The User shall not use the Services and Forum to distribute objectionable content. In addition, the User shall not use any copyrighted or otherwise legally protected materials. In case of any doubt, the User shall promptly remove any content contested by Allodium. Allodium is also entitled to remove such questionable content on its own. The User shall always respect any applicable laws and regulations, especially with regard to youth protection, data privacy, protection of personal rights, protection against libel and defamation, copyright laws and trademarks. Allodium may delete any content submitted by the User which gives grounds to suspect a breach of these Terms and Conditions or is otherwise in violation of applicable law. The User is not entitled to demand the restoration of such deleted information. Furthermore, Allodium may without prior warning cancel the User's Account and prevent the User from accessing the Game. Allodium reserves the right to bring any further necessary and additional claims, particularly arising from its right to claim damages.

- 11.5 Allodium does not have control over the information in the Forum. Allodium hereby disclaims any liability and denies any warranty with respect to the information in the Forum.
- 11.6 Allodium hereby declares, and the User acknowledges, that all information, events and characters in the Game are fictitious and not based on real facts.
- 11.7 Allodium is not liable for any damage to, or loss of, data on the User's computer caused by the installation of software that does not originate from Allodium.
- 11.8 Allodium provides the Game and Services online for use through web browsers. Allodium neither provides nor installs any of the software required by the User on his local computer such as, but not limited to, the operating system, web browser(s) or plug-ins such as Flash or Java, if applicable. Allodium also provides no support services for such software installations. It is solely the User's responsibility to maintain the computer in a state enabling use of the Game. Allodium hereby expressly excludes its responsibility for Internet access, connection to websites and third party software such as browsers or access software not provided by Allodium.
- 11.9 Allodium protects its systems against viruses. Even so, virus infections can never be completely ruled out. It is also possible that unauthorised third parties may send e-mails using Allodium's name without its consent, and that such e-mails may contain viruses, spyware or links to web content which may, in turn, contain viruses or spyware. Allodium has no influence over such events and is not liable for any damage that they cause. The User agrees to check all incoming mail sent or apparently sent by or on behalf of Allodium for potential viruses. The same applies to mail sent by the User to Allodium.

## **12. Copyright**

- 12.1 Allodium is the author of the Game and owner of all copyrights to the Game, as warranted for the operation of the Game or its parts by third parties.
- 12.2 Under these terms and conditions, Allodium provides the User with a non-transferable, non-exclusive licence to use the Game as per the User's needs for the effective term of the contract between the User and Allodium. The User is not entitled to allow third parties to access the Game either free of charge or for remuneration, and the User may not transfer their rights and obligations arising from the contract with Allodium to third parties.
- 12.3 The User must not interfere with any of Allodium's copyrights to the Game or its parts, use the Game for purposes contrary to these Terms and Conditions or applicable law, reduce the value of the Game as the work of its author, modify the Game's source code, make copies of the Game or its parts, or otherwise violate Allodium's rights to the Game.
- 12.4 The User is not entitled to interfere with Allodium's rights to its business name, trademarks, logos or domain names or any of its other intellectual property rights.

## **13. Data protection**

13.1 Information about the processing of Users' data by Allodium is provided in the Privacy Policy Statement. By agreeing to these Terms and Conditions, the User consents to the processing of his data under the Privacy Policy Statement.

## Withdrawal Form

Allodium, s.r.o.

Puškinovo nám. 584/11

Praha 6, 160 00

I .....,

residing at .....

date of birth .....,

bank account No. .... held by ..... (identification of bank)

hereby give notice to Allodium that I withdraw from the contract concluded with Allodium on playing the game Infitum on .....

Date .....

.....

(signature)