

## **TERMS AND CONDITIONS OF USE**

### **1 THE AGREEMENT AND OUR SERVICES**

- 1.1 These terms and conditions (last updated on 12.12.2013) ("**Terms**") and all the documents expressly referred to in them (the "**Agreement**") are the terms and conditions of the agreement which you enter into with us when you use our [www.erepubliklabs.com](http://www.erepubliklabs.com) Website (the "**Website**").
- 1.2 Please read these Terms, together with all the documents referred to in it carefully before you access our Website. By accessing our Website, you indicate that you have read, understand and accept the terms and conditions of this Agreement and that you agree to abide by them each time you access it. If you do not agree to this Agreement, please refrain from using our Website. This Agreement applies to each user of our Website (each a "**User**", "**you**", "**your**").

### **2 INFORMATION ABOUT US**

- 2.1 The Website is provided by eRepublik Labs Limited of The Seapoint Building, 44/45 Clontarf Road, Dublin 3, Ireland, registration no. 462101, VAT No. IE - 9693023K ("we", "us" and "our") and is administered by Erepublik Web España S.L. with its registered office at Paseo Eduardo Dato 21, bajo dcha, 28010, Madrid, Spain on our behalf.

### **3 ACCESSING OUR WEBSITE**

- 3.1 Subject to this Agreement, you may only use the Website for your own personal and non commercial use;
- 3.2 You agree that you are at least 14 years of age and if you are between 14 and 18 years of age you agree that you have made sure that you have brought this Privacy Policy to the attention of a parent or guardian or a grandparent, uncle, aunt, brother or sister of the person and that they have consented to you agreeing to this Privacy Policy and using our Website (provided that the giving of such consent is not prohibited by law). By using the Website, you declare that you are over 14 and/or that you have obtained the necessary consent to use the Website in compliance with this agreement.
- 3.3 When using our Website, you must comply with the provisions of our Privacy Policy which forms part of this Agreement. Our Privacy Policy sets out how we may use information about you collected during use of our Website.

### **4 RESTRICTIONS ON RIGHT TO USE**

- 4.1 You agree that you shall not (and you agree not to allow any third party to):
  - 4.1.1 modify, adapt, translate, or reverse engineer any portion of the Website;
  - 4.1.2 remove any copyright, trade mark or other proprietary rights notices contained in or on the Website.
  - 4.1.3 use any robot, spider, website search/retrieval application, or other automated device, process or means to access, retrieve or index any portion of the Website;

- 4.1.4 access, screen-scrape, retrieve or index any portion of the Website for purposes of constructing or populating a searchable database of any of the information or Content;
- 4.1.5 reformat or frame any portion of the web pages or any Content that are part of the Website;
- 4.1.6 copy or store any Content offered on the Website for other than your own use of the Website;
- 4.1.7 use any device, software or routine that interferes with the proper working of the Website, or otherwise attempt to interfere with the proper working of the Website;
- 4.1.8 take any action that imposes, or may impose in our sole discretion, an unreasonable or disproportionately large load on our IT infrastructure;
- 4.1.9 use the Website, intentionally or unintentionally, to violate any applicable law;

## **5 COMPLAINTS**

- 5.1 If you believe that Content posted on the Website breaches this Agreement or is in any other way objectionable, please notify us through the contact section on our Website, specifying the full details of such Content and identifying all postings of such Content and specifying the reasons for your objections. If you do not provide us with sufficient information, we may be unable to process your complaint.

## **6 INTELLECTUAL PROPERTY RIGHTS**

- 6.1 We are the owner or the licensee of all intellectual property rights in Website, and in the Content published on it. Those works are protected by copyright laws, trade mark laws, database laws and treaties around the world. All such rights are reserved.
- 6.2 The Website (including, but not limited to, text, photographs, graphics, video and audio Content) is protected by copyright as collective works or compilations under the copyright laws of Ireland and other countries. All Content comprising the Website are also copyrighted works. The Website and all aspects thereof, including all copyrights, trade marks, and other intellectual property or proprietary rights therein, is owned by us or our licensors. You acknowledge that the Website and any underlying technology or software used in connection with the Website contains our proprietary information. You may not modify, reproduce, distribute, create derivative works of, publicly display or in any way exploit, any of the content, software, and/or materials available on the Website, in whole or in part except as expressly provided. Except as expressly and unambiguously provided herein, we and our suppliers do not grant you any express or implied rights, and all rights in any of the elements of the Website not expressly granted by us to you are retained by us.
- 6.3 All product names mentioned on our Website are the trade marks of their respective owners, and other trade marks may be displayed on our Website from time to time. Some material on our Website may contain other information containing intellectual property of a third party. Nothing displayed on our Website should be construed as

granting you any licence or right of use of any logo, information or trade mark displayed on it, without the express written permission of the relevant owner, save as expressly provided in this Agreement.

- 6.4 You may print off one copy, and may download extracts, of any page(s) from our Website for your own personal purposes and you may draw the attention of others within your organisation to material posted on our Website. In particular, you must not cache any of the contents for access by third parties, nor mirror, scrape or frame any of the content of the Website, nor incorporate it into another website, software or application without our express written permission except as permitted by us.
- 6.5 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, or any graphics separately from any accompanying text.
- 6.6 Our status (and that of any partners, advertisers or third parties identified on our Website) as the authors of material on our Website must always be acknowledged by you.
- 6.7 You must not use any part of the Content on our Website for commercial or non-commercial purposes without obtaining a licence to do so from us.
- 6.8 If you print off, copy or download any part of our Website in breach of this Agreement, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the materials that you have made.

## **7 OUR LIABILITY**

- 7.1 The Content and other material displayed, accessible from or used on our Website are provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we expressly exclude:
  - 7.1.1 all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and
  - 7.1.2 any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our Website or in connection with the use, inability to use, or results of the use of our Website, any websites/applications linked to it and any materials posted on it, including, without limitation any liability for loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill, wasted management or office time and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.
- 7.2 We shall not be liable for any failure to perform any of our obligations under this Agreement caused by matters beyond our reasonable control. Under no circumstances will we be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any Content on the Website.
- 7.3 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, malicious or impairing computer programs or other technologically

harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website or to your downloading of any material posted on it, or on any website/application linked to it.

7.4 We do not guarantee the security of the services or any systems connected with the use of the Website (including the internet and your hardware and software) used in accessing the services, or any information passed through such systems. We do not guarantee access to the Website or any systems used in accessing our services will be continuous or virus or error free.

7.5 Any material downloaded or otherwise obtained through the use of the Website is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from us or through or from the Website shall create any warranty not expressly stated in this Agreement.

## **8 INDEMNITY**

8.1 You agree to indemnify and hold us, our parent, subsidiaries, officers, directors, shareholders and employees, harmless, including costs and legal fees, from any claim or demand made by any third party due to or arising out of (i) your access to Website, (ii) your use of any of our Services, (iii) the violation of this Agreement by you, or (iv) the infringement by you of any intellectual property or other right of any person or entity.

## **9 CONTACT FROM US**

10 In the course of providing you services and in respect of your use of the Website, we may need to communicate with you via email or the other details that you have submitted to us directly. You agree to receive emails containing information regarding new games and/or applications developed by our company or any of our partners and/or affiliates.

## **11 JURISDICTION AND APPLICABLE LAW**

11.1 The Irish courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our Website although we retain the right to bring proceedings against you for breach of this Agreement in your country of residence or any other relevant country. This Agreement is governed by Irish law. The rights and remedies contained in this Agreement are cumulative and not exclusive of rights or remedies provided by law.

## **12 VARIATIONS**

12.1 We may revise this Agreement at any time by amending the pages upon which they appear on our Website without giving notice of such modifications. Such modifications become effective immediately upon posting of the modified terms on the Website. You agree to review the Agreement periodically so that you are aware of any modifications. Your continued use of the Website after any modifications indicates your acceptance of the modified Agreement.

### **13 WAIVER**

- 13.1 A failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of that right or remedy or the exercise of another right or remedy.

### **14 SEVERABILITY**

- 14.1 In the event that any clause or any part of any clause in this Agreement is declared invalid or unenforceable, by the judgment or decree by consent or otherwise of a court of competent jurisdiction from whose decision no appeal is or can be taken, all other provisions contained in this agreement shall remain in full force and effect and shall not be affected by such finding for the term of this Agreement.

### **15 ASSIGNMENT AND ENTIRE AGREEMENT**

- 15.1 We may assign or subcontract any or all of our rights and obligations of our Agreement with you to a third party at any time, at our discretion. You may not, without our prior written consent, assign or dispose of any of your rights or obligations arising under this Agreement.
- 15.2 This Agreement contains the entire agreement and understanding between the parties relating to our Website, and supersedes any and all prior agreements, arrangements, statements and understandings, except for any fraud or fraudulent representation by either you or us. In the event of any inconsistency between the Privacy Policy and these Terms then these Terms take priority.

### **16 SUBMISSIONS**

- 16.1 You acknowledge and agree that any questions, comments, suggestions, ideas, feedback and other information about the Website provided by you to us are non-confidential and may be used by us at our discretion.

### **17 YOUR CONCERNS AND COMPLAINTS**

- 17.1 If you have any concerns about material which appears on our Website, please contact us through the Contact section of our Website.