

General terms and conditions Miniconomy

Article 1 Definitions

1. Miniconomy: part of Trade Games International B.V, the user of these general terms and conditions, having its legal seat in The Hague, the Netherlands, registered in the Trade Register under the Chamber of Commerce number 34230035.
2. User: the natural person who by means of registration on the website has concluded an agreement with Miniconomy.
3. Agreement: the agreement concluded between Miniconomy and the user.
4. Account: the part of the website exclusively accessible to user, after a successful registration, for access to the games on offer.
5. Website: the website of Miniconomy on which the game is offered.
6. Offering of games: the entirety of games offered on the website, by Miniconomy.
7. Game: a game unit offered on the website.
8. Credits: the balance provided to the user against payment to be used for the purchase of privileges made available by Miniconomy in the framework of the Offering of games.
9. Game leader(s): the person(s) appointed by Miniconomy that are charged with the supervision over the game with the special rights belonging to it.

Article 2 General

1. These general terms and conditions are applicable to the Offering of games and to the content and services by Miniconomy offered otherwise in electronic form.
2. The being declared void or the invalidity of one or more if the present clauses leaves the validity of the other clauses unaffected. In such cases the parties are obliged to enter into mutual consultation in order to find a replacement arrangement regarding the affected clause. Thereby the purpose and tenor of the original clause will be observed as much as possible.

Article 3 Registration

1. Registration on the website is required before the user can access the game platform. Before the user can send his registration data, he needs to agree with the applicability of the present terms and conditions. A user under the age of 18 will declare, by registering, to have obtained permission from his legal representative to purchase possible credits on the website.
2. For registration it is required to provide a self-chosen login name and password, as well as the e-mail address of the user. After the registration procedure has been executed correctly, the user will have a log-in name and password. With these data, the user has access to the game platform.
3. The user is at all times obliged to keep his password secret. All activities that are executed on the account of the user will be attributed to the registered user.
4. By ticking the box during the registration for the e-mail newsletter and reminders, the user gives permission for the receipt of e-mails that are sent by Miniconomy. The permission granted by the user can at all times be revoked by him in the manner prescribed by Miniconomy.
5. The user can never claim a certain log-in name or password. The use of insulting, offending or otherwise unacceptable log-in names is forbidden, such at the sole discretion of Miniconomy. Furthermore log-in names are forbidden that refer to links to pages on the internet and log-in names that pretend to have certain rights of another user. Miniconomy is at all times authorized to refuse unauthorized log-in names, or to block or remove the concerned account.

6. The agreement is concluded at the moment that the registration of the user has been confirmed by Miniconomy. If the confirmation has not been received by the user as a consequence of delivery or access problems regarding the e-mail account of the user, then this will be for the risk of the user, even when the e-mail account has been provided by a third party.

Article 4 Termination of the agreement

1. The user is at all times authorized to undo his registration in the manner prescribed by Miniconomy. By terminating the agreement all credits present in the account become void.
2. If the user does not log in on the website during an entire year, then Miniconomy is authorized to remove the concerned account. Miniconomy shall only proceed to this if the user has been notified that his inactivity will lead to the consequence referred to here and he has therewith been granted a reasonable term to prevent the removal of his account.

Article 5 Offering of games, credits and special conditions

1. Miniconomy offers a game platform on the website. The website makes it possible for the user to take part by means of a registration and to make use of the content and (other) services offered on the website. For an optimal usage of the game platform, the user can purchase credits by means of various payment methods. A payment once made can never be undone.
2. Purchased credits can never be exchanged for money.
3. Remaining credits will become void once no credit has been spent over the span of a year. The user is not entitled to the restitution of these credits in the form of renewed credits, nor their purchase value.
4. Each game has a certain time limit. The remaining time for the game is stated at all times on the website. Miniconomy is always authorized to stop the game, temporarily or not, for reasons at its sole discretion.
5. Miniconomy can, at all times, to its sole discretion, limit or adapt the access to the game platform and the content and services offered on the website. Furthermore Miniconomy is at all times authorized to stop access, temporarily or permanently, to the game platform and the content and services offered on the website. In the latter case, the credits purchased and not spent by the users, except for the stipulations otherwise set forth in these general terms and conditions, will be refunded. Services free of charge that do not have a necessary relation with a payment for a game, can at all times be stopped by Miniconomy.
6. The game is offered under the conditions that have been set forth in these general terms and conditions, under the terms and conditions stated on the website and under the terms and conditions that have been established in the rules of the game that have been published on the website, including the matters set forth in the "Laws".
7. It follows from the nature of the game that game leaders are authorized to influence the flow of the game consciously, however they never compete for possible prizes.
8. From the terms and conditions and rules of the game referred to in section 6 of this article, limitations of use may derive. These limitations of use can apply to all participants, a group of participants or only for individual users. Miniconomy is in each case authorized towards individual users to block the access to the game platform, or to undo the registration of the user, in cases set forth in the present terms and conditions.
9. The user has no claim to assistance with the technical configuration of his computer. The user is provided with the opportunity, by means of the chat section on the website, to receive support regarding the content of the game. Support not related to a game, like with regard to payments made on the website, can take place in the prescribed manner by e-mail. The user can never make a claim to continuous accessibility and availability of the options of communication with Miniconomy or game leaders offered on the website.

Article 6 Abuse

1. Behavior that can be qualified as abuse is strongly forbidden. Under abuse the following will be understood, without limitation:
 - the deliberate entering of incorrect and misleading information;

- attempts to influence the result of the game by, for instance, violating software or by the use of other means contrary to the regulations;
 - the deliberate cause of disruptions or defects regarding the website and/or the game;
 - the creation of a new account to (financially) support an existing account (so-called farming) and other actions that can be regarded as abuse according to the rules of the game.
2. It is forbidden for the user to make attempts to decompile or copy the software used on the website, to manipulate this in any other manner or to develop software that violates the software used by Miniconomy.
 3. It is forbidden for the user to use software that makes it possible for the user to provide him with a dishonest advantage towards fellow users of Miniconomy.
 4. Miniconomy is at all times authorized to execute all actions that may be useful for the detection or prevention of assumed abuse.
 5. A violation of the stipulations set forth in this article gives Miniconomy the right to temporarily or permanently close the account of the user and to let all credits present therein become void.

Article 7 Communication by means of the website

1. The user warrants that all information he adds to the website, for instance to the chat section, does not violate the rights of third parties or any other regulation by law.
2. It is forbidden for the user to violate the personal life of fellow users, game leaders, game owners and third parties.
3. It is forbidden for the user to add threatening, racist, intimidating or otherwise improper expressions to the website.
4. It is forbidden for the user to distribute viruses, worms et cetera that may influence the operation of the website and/or the game platform.
5. Unless such derives from the nature or tenor of the game differently, it is forbidden for the user to distribute messages that solely have the intention to express religious, political and other convictions.
6. A violation of the stipulation set forth in this article gives Miniconomy the right to temporarily or permanently close the account of the user and to cancel all credits present therein.

Article 8 Liability and safeguarding

1. The user is liable towards Miniconomy for damage caused by him as a consequence of the distribution, via the systems of Miniconomy, of viruses, worms et cetera, as well as for damage as a consequence of other actions that have influenced the proper working of the game platform or the website.
2. Except for intent or conscious negligence by Miniconomy, liability of Miniconomy is excluded. In particular Miniconomy is not liable for damage as a consequence of the case referred to in the following sections of this article.
3. Miniconomy makes an effort to optimize the proper operation and the accessibility of the website and the game platform. However, Miniconomy cannot guarantee that the offering is available without limitation and that all the facilities on the website and the game platform will function without problems. All liability of Miniconomy in this matter is excluded.
4. Miniconomy is at all times authorized to temporarily put the website out of use, if such is desirable in its sole discretion for the maintenance, adaptation or improvement of the website, the game platform or the servers of Miniconomy or third parties. All liability of Miniconomy in this matter is excluded.
5. Miniconomy is not liable for programming errors in the website. Furthermore Miniconomy is not liable for viruses or other damaging components that by means of the website or servers cause damage to the hard- or software of the user.

6. If and insofar as the user violates the stipulations set forth in these general terms and conditions or any prescription by law, the user will safeguard Miniconomy from all damages deriving here from and from claims of third parties.

Article 9 Intellectual property

All copyrights and other intellectual property right on the offering of games, parts thereof, the website, including the design, working, images and sounds, belong to Miniconomy. It is forbidden for the user to multiply this material – without prior written permission of Miniconomy – to use it for commercial purposes and/or to change it.

Article 10 Privacy

1. Miniconomy respects the privacy of the user. Personal data will be treated confidentially. Personal data of the user will only be used if so required for the provision of the services of Miniconomy. Otherwise personal data will only be used with the express permission of the user. Miniconomy will under no condition sell personal data.
2. Cookies are only used to increase the user friendliness of the website, that is why by means of the cookies no user profiles will be made and the surf and search behavior of the user shall not be followed to serve commercial purposes.

Article 11 Final clauses

1. Miniconomy is at all times authorized to change the content of these general terms and conditions. The changed content of the general terms and conditions shall only apply to already registered users if the changed version of these general terms and conditions has been made available to the user and the user does not undo his registration in accordance with article 4.1.
2. The user is obliged to notify Miniconomy as soon as possible of a change regarding the e-mail address stated by him. If the user does not comply with his obligation under the previous sentence, then wrongly addressed notices by Miniconomy will be deemed to be received by the user.
3. Should a legal dispute arise, then parties are obliged to make an optimal effort to resolve the dispute in mutual consultation before addressing the courts.
4. The laws of the Netherlands govern the agreement and the legal relations deriving there from between the parties.
5. Unless the law deviates there from mandatory, solely the court within the district where Miniconomy has its legal seat will be competent to treat disputes.
6. The Dutch language version of the present terms and conditions shall at all times determine the interpretation thereof.