

Ecoplay Games

TERMS OF USE

Last updated: February 21, 2022

The terms of this agreement ("Terms of Use" or "Terms") govern the relationship between You (hereinafter "You") and Ecoplay Games (hereinafter "Ecoplay" or "We") regarding Your use of Ecoplay Games and related services, which include applications for mobile devices. This document then applies to all games and applications released Ecoplay and located:

- <https://www.ecoplay.games/>

1. GENERAL PROVISIONS

1.1 These Terms of use shall apply for using all the games, mobile applications, game portals, game forums, chat rooms of the games and other game services published and/or provided by Ecoplay on any web-site, platform and/or application store (hereinafter collectively referred to as the "Game Services").

1.2 Your use of any Game Services is governed by GENERAL TERMS OF SERVICE placed on the Internet at <https://www.ecoplay.games/> (hereinafter the "General Terms"), by these Terms of use, as well as other agreements and terms in respect of certain Game Service (if any).

1.3 Please note that the Game Services may offer services and software of the partners of Ecoplay, the use of which shall be governed by separate agreements with these partners of Ecoplay.

1.4 Regulation of Your use of Game Services designed for mobile devices displayed on the showcase at <https://www.ecoplay.games/> is defined by documents contained in the respective application stores. The description of the certain Game Services in the application store may contain a reference to these Terms of use, which means that Your use of that Game Services is governed by these Terms of use.

Please read carefully the contents of these Terms and documents referred to in sub-paragraphs 1.1 to 1.4.

1.5 Your use of the Games Services, download to your mobile phone or computer registration of an Extra Account in the Game Services, the beginning of gameplay in any game, posting a message in the forum/game chat, as well as downloading any software that is offered for download on the games <https://www.ecoplay.games/> website or on the website of the respective game, is a proof of your unconditional consent to the terms of the above mentioned documents.

1.6 By registering and download to your mobile phone or computer at the Game Services You confirm that Your age is sufficient for such registration under the applicable laws and/or You have all necessary consents (e.g. parental consents) in full compliance with the applicable laws, including for purposes of data protection laws, otherwise the registration at the Game Services and using them is prohibited.

2. LIMITED LICENSE

2.1 The Game Services shall be used in accordance with the terms and agreements outlined on the web pages/websites dedicated to the relevant Game Services (hereinafter the “Special conditions”). If there are no Special conditions governing the use of a Game, the provisions of these Terms of use shall be applied.

2.2 From the moment of registration of a Main Account and/or an Extra Account and/or downloading the certain part of the Game Services, depending on what happened earlier, Ecoplay grants You a non-exclusive, non-transferable to third parties, limited license to use the Game Services, including all subsequent amendments and improvements (if any) for personal non-commercial purposes by obtaining access to the published by Ecoplay, as well as downloading and installing the client portion of the Game Services (if any). Subscription is renewed automatically. We are not responsible for the fact that the player did not turn off the auto-renewal.

2.3 Subject to compliance with the terms and conditions of these Terms, You are entitled to:

- participate in the gameplay, create a game character (depending on the Game Services) purchase in-game currency, exchange in-game currency for in-game valuables, and subscribe to the Game Services;
- reproduce the client portion of the Game Services in the memory of Your device by downloading and installing it on Your device in order to participate in the Game Services.
- stream, record and publish video content of the gameplay of the Game Services for commercial and non-commercial reasons. For avoidance of doubt, You are entitled to include advertisements in such streaming/recorded video content and otherwise monetize such video content by means allowed by corresponding streaming or video sharing websites.

2.4 You are not permitted to:

- modify, adapt, decompile, disassemble, change the Game Services or any of its components;
- distribute for commercial or non-commercial purposes the client portion of the Game Services or its copies, either through the distribution of physical media with it, or through its posting on the Internet for downloading by certain persons or the general public;
- translate the Game Services into other languages, or create other derivative works from the Game Services;
- distribute for commercial purposes any element of the Game Services, its copies or screenshots;
- attempt to circumvent any security measures adopted in the Game Services, including blocking access by IP-address;
- try to obtain the in-game currency, and/or in-game valuables fraudulently or in other ways not provided for by the usual gameplay process and conditions of purchasing the in-game currency and exchanging in-game currency for in-game valuables;
- distribute for commercial or non-commercial purposes the in-game currency and/or in-game valuables outside the framework of the gameplay process, transfer the right to use the Game Services for commercial or non-commercial purposes to third parties, including through the transfer of a game character or a login and password required to access the Main Account and/or Extra Account;
- use the Game Services in other ways, not provided for by these Terms and beyond the usual gameplay process.

2.5 All rights not expressly granted to You under these Terms shall be reserved by Ecoplay.

3. GAME CURRENCY USE. GAME VALUABLES CONSUMPTION

3.1 If You wish, You can purchase proposed in the Game currency (in-game currency), which can be used by You solely under the conditions, specified below. All fees payable for in-game currency are non-refundable.

3.2 The in-game currency, although it has a price at the time of purchase, has no monetary value and is not subject to monetary evaluation, is not a means of payment and serves a sole purpose so that You can exchange it for consumed in-game valuables. The in-game currency cannot be exchanged for cash or other valuables, except for in-game valuables in the usual course of the game process, even if it was not used by You while You had the opportunity.

3.3 In-game currency is purchased by You by paying for the appropriate amount of the in-game currency by one of the payment methods, provided for each respective Game Services/on the corresponding website of the Game Services. The charge of the in-game currency to Your in-game account shall be made as soon as possible, however, due to circumstances beyond the control of Ecoplay, there may be delays in the provision of payment information systems about Your payments. Please note that Ecoplay will not credit the in-game currency to Your in-game account until Ecoplay has received a confirmation of receipt of Your payment. In case of no crediting of Game currency within 24 hours from the time of payment, please contact our customer service – Ecoplaygames@gmail.com. The moment of crediting the in-game currency and the rights of its use in the Game Services by the provided ways shall be considered the moment of reflection on Your in-game account, established under the relevant Game Services, of the monetary inflow to the account of Ecoplay. Ecoplay solves technical issues with in-game purchase (for example, you made a purchase but did not receive it), but does not refund the money spent on the purchase. To request a refund for a purchase made by accident, you need to contact Google Play support or the Apple App Store.

3.4 You can exchange in-game currency for in-game valuables that are available at a particular time. And thus You acknowledge that this is the only operation You can perform with the in-game currency. For the purposes of the present Terms, You acknowledge that in-game valuables also refers to Bonus Codes that provide the possibility of obtaining bonus gifts in the Game Services.

3.5 The purchase of in-game currency and the exchange of in-game currency for in-game valuables shall be made by You at Your own risk. Ecoplay do not guarantee, that (i) the in-game valuables desired by You will be available at the time of crediting the in-game currency to Your in-game account, (ii) You can use the in-game valuables for an indefinite or desired period, (iii) You can exchange in-game currency for specific or any in-game valuables for an indefinite or desired period.

3.6 By purchasing in-game currency, as well as exchanging in-game currency for in-game valuables, You realize that (i) Your access to the Game Services may be terminated according to these Terms, and/or (ii) the Game Services may cease to exist at any time for any reason, and this does not give You reason to require from Ecoplay refund of the fees paid for the in-game currency.

3.7 The moment that the in-game valuables are allotted is the moment that the in-game currency is credited to and reflected in the in-game account.

3.8 You are prohibited to sublicense, sell or attempt to sell the in-game valuables for money, or exchange the in-game valuables for value of any kind outside of the Game Services. Any such transfer or attempted transfer is prohibited and void, and will subject Your Account and/or Your access to the Game Services to termination.

4. CODE OF CONDUCT

4.1 Using the Game Services, You agree to observe this Code of conduct.

(A) General Terms of virtual communication with other users in the game forums, in game chats

When placing any materials, data, comments, messages, information, as well as links to them (hereinafter in this section the "Content") in forums, chats, other virtual spaces designed for communication, You agree not to:

- transfer or publish erotic or pornographic Content,
- transfer or publish any Content that, in the opinion of Ecoplay, is offensive to other users and can equally do harm to business reputation or moral harm to third parties,
- transfer or publish illegal, harmful, dangerous, or obscene Content, as well as Content that contains information discriminating against other persons on the basis of gender, race, nationality, religious ideologies, sexual orientation and other grounds,
- transfer or publish the Content directed on advertising or attracting attention to any goods and services,
- transfer or publish the Content that contains personal information or confidential data of any person,
- use "bots" or other automated techniques for collection of information about users,
- disturb, threaten, pursue, confuse or cause stress, impose communication, attention or otherwise cause discomfort to other users.
- Terms of the Game Services that determine an order of participation in the game process, interaction with the computer (PvE) or real players (PvP), may be set for each concrete Game Services on the page, devoted to the corresponding Game Services.

5. LIABILITY FOR VIOLATION OF THESE TERMS OF USE

Unless other is established by the Terms of the Game Services, Ecoplay shall have the right to apply to You, in case of violation of these Terms and/or Terms of the Game Services, the following types of sanction depending on the extent of the violation committed by You on the game process and other users:

- issuance of a warning in any form, including via e-mail;
- suspension of access to the Game Services for a definite or indefinite term;
- restriction of use of the game chats and forums for a definite or indefinite term;
- restriction of a part of the game functionality or possibilities of the game character for a definite or indefinite term;
- forced renaming of the game character, community of users or the game object;
- withdrawal of the in-game currency and/or the in-game valuables;
- restriction, suspension or termination of access to Your game character or to the Account;

- a change in the values of achievements and parameters of development of Your game character;
- removal of the Game character or of the Account without possibility of restoration.

6. WARRANTY DISCLAIMER

UNLESS OTHERWISE EXPRESSLY PROVIDED BY THE SPECIAL AGREEMENT, REGULATING USE OF A PARTICULAR GAME SERVICE, THE GAME SERVICES WILL FUNCTION BY THE PRINCIPLE "AS IS", WHICH MEANS WITHOUT QUALITY WARRANTIES AND SUITABILITY FOR ANY OBVIOUS OR IMPLIED PURPOSES. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, Ecoplay HEREBY WAIVES ANY EXPRESSED OR IMPLIED WARRANTIES THAT THE GAME SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, WILL CORRESPOND TO INDIVIDUAL REPRESENTATIONS AND EXPECTATIONS OF USERS. THUS, Ecoplay WILL TAKE ALL WELL GROUNDED COMMERCIALY REASONABLE MEASURES FOR ENSURING OPERABILITY OF THE Ecoplay GAME SERVICES. Ecoplay SHALL HAVE THE RIGHT (AND IT IS AN ESSENTIAL CONDITION OF YOUR USE OF THE Ecoplay GAME SERVICES) AT ANY TIME TO SUSPEND OR STOP FUNCTIONING AND/OR ACCESS TO THE Ecoplay GAME SERVICES, FOR ALL OR SOME USERS. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, Ecoplay DISCLAIMS ANY OBVIOUS OR IMPLIED WARRANTIES OF ACCURACY, RELEVANCE, HARMLESSNESS, ABSENCE OF VIRUSES, FAULTLESSNESS, LEGALITY AND/OR RELIABILITY OF INFORMATION, DATA, MATERIALS, AS WELL AS GAMES PROVIDED BY Ecoplay, OTHER USERS OF Ecoplay. Ecoplay DOES NOT WARRANT THAT CHARACTERISTICS OF YOUR PERSONAL COMPUTER, MOBILE DEVICE OR OTHER DEVICE ARE SUFFICIENT TO USE Ecoplay GAME SERVICES. PLEASE LEARN IN ADVANCE THE SYSTEM REQUIREMENTS SHOWN IN PARTICULAR GAME SERVICES TO YOUR COMPUTER DEVICE OR MOBILE DEVICE.

7. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, Ecoplay SHALL NOT BE LIABLE FOR DIRECT OR INDIRECT DAMAGES, LOST PROFIT, LOSS AND/OR DESTRUCTION OF DATA, LOSS/TERMINATION/SUSPENSION OF ACCESS TO YOUR EXTRA ACCOUNT IN THE GAME, LOSS BY THE USER OF ACHIEVEMENTS OR PROGRESS IN THE GAME, LOSS/DESTRUCTION/CHANGE OF THE INFORMATION, PLACED BY THE USER AT FORUMS OR CHATS OF THE GAME. IN ANY CASE THE LIABILITY OF Ecoplay TO YOU IS LIMITED TO COMPENSATION OF REAL DAMAGE, WHICH WILL NOT EXCEED 100 DOLLARS. LOST PROFIT SHALL NOT BE COMPENSATED TO YOU UNDER ANY CIRCUMSTANCES. Ecoplay SHALL NOT BE RESPONSIBLE FOR DIRECT OR INDIRECT LOSS TO YOU OR OTHER THIRD PARTIES CAUSED AS A RESULT OF (A) USE OR IMPOSSIBILITY OF USE OF ANY SERVICES AND/OR GAMES OF Ecoplay, (B) UNAUTHORIZED ACCESS OF ANY THIRD PARTIES TO PERSONAL INFORMATION OF THE USER, INCLUDING THE ACCOUNT OF THE USER, YOUR INTRA GAME ACCOUNT IN THE GAME, AND (C) STATEMENTS OR BEHAVIOR OF ANY THIRD PARTY IN THE GAME, AT FORUMS, IN GAME CHATS, IN COMMENTS ON THE <https://www.ecoplay.games/> website. Ecoplay SHALL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PERFORM RESULTING FROM CAUSES OUTSIDE THE REASONABLE CONTROL OF Ecoplay, INCLUDING WITHOUT LIMITATION ANY FAILURE TO PERFORM HEREUNDER DUE TO UNFORESEEN CIRCUMSTANCES OR CAUSE BEYOND Ecoplay'S CONTROL SUCH AS ACTS OF GOD, WAR, TERRORISM, RIOTS, EMBARGOES, ACTS OF CIVIL OR MILITARY AUTHORITIES, FIRE, FLOODS, ACCIDENTS, NETWORK INFRASTRUCTURE FAILURES, STRIKES, OR SHORTAGES OF TRANSPORTATION FACILITIES, FUEL, ENERGY, LABOR OR MATERIALS.

8. DATA AND INFORMATION SECURITY

8.1 You provide Ecoplay and his partners data at the creation of the Account as well as any other information placed in the Game Service at Your own risk. Though Ecoplay undertakes all efforts for ensuring confidentiality of those data which are not intended for public viewing , it is necessary to consider that no security measures are perfect and they can be bypassed.

8.2 You are fully responsible for the safety of Your login and password that are necessary for access to the Account. All actions made by You in Your Account, are considered to be made by You.

8.3 Ecoplay cannot control the actions of other users with whom You want to share Your profile and information. Therefore Ecoplay cannot warrant that any content that You post on the Games Services will not be available for viewing by unauthorized persons.

8.4 Ecoplay shall not be responsible for any detours undertaken on the Ecoplay Games websites and in the Games of security measures.

8.5 You understand and acknowledge that, even after removal of data and content provided/arranged by You, these data or content may remain visible in the cache or web archives, as well as in the results of search engines, and may also be available to other persons, if other users have copied and stored Your data or content.

8.6 You hereby acknowledge that all comments, messages, information, data, content, placed by You in the Game Services are likely to be available for viewing, copying by third parties. You are responsible for the texts, files, images, photos, videos, sounds, works of music, copyrighted works and other material and information etc. placed and published by You on the net (hereinafter referred to as "published information"), that You make available in the Game Services or exchange with other users. We neither appropriate these contents nor do we agree to them. We have no control over the information placed in the Game Services by users. We do not check these contents before they are published. Insofar as we have knowledge of illegal contents, or receive such knowledge, we will delete it immediately. We do not accept any liability for these contents, nor, in particular, do we accept liability for correctness, completeness or integrity.

9. MISCELLANEOUS

9.1 Ecoplay reserves the right to assign its rights and obligations arising out of these Terms to any third party at its discretion, by notifying You by posting the new edition of these Terms. Your rights and obligations arising out of these Terms shall be considered transferred to the assignee of Ecoplay at the moment of the respective notification.

9.2 Your rights and responsibilities are personal and non- transferable.

9.3 Ecoplay has the right at any time at its discretion without further notice to You to change the functionality and the content of the Game services.

9.4 Any claim You may have to Ecoplay in connection with the use of Game Services shall be made within one year from the moment You knew or should have known about the violation of Your rights; otherwise presenting a claim is prohibited.

9.5 In order to improve its services, Ecoplay reserves its right to make in the Games automatically (without an additional request for Your consent) updates and changes. In order to ensure the effectiveness of these updates and changes, and the possibility of extending the use of the Games, You hereby consent to the introduction of automatic updates and changes.

9.6 You hereby acknowledge that all rights to intellectual property to the Game Services belong to Ecoplay and its licensors.

9.7 Ecoplay reserves the right at any time, without notice to You and without stating any reasons, to suspend access to and the possibility to use the Game Services without compensation to You of any costs, losses or remuneration, including in the case of any, including single, violation of the terms of these Terms, the Terms of the Game Services or other applicable terms and agreements.

9.8 Both parties have an ordinary right to terminate these Terms of use at any time with immediate effect. Ordinary termination does not require any reasons to be given. In particular, but not exclusively, we have the right to terminate these Terms of use with You, if You violates laws, or breaching these Terms of use, Code of Conduct, the particular Game Services rules or You do not use Your a Account/ Game Services for a period of ten weeks.

9.8.1 You have the right at any time without notice to Ecoplay and without explanation to terminate the present Terms in unilateral extrajudicial order by discontinuing the use of the Account.

9.9 In the event that You, in accordance with the laws of Your state, are prohibited to use sections or services of the <https://www.ecoplay.games/> website, computer online games, mobile games, or there are other legal restrictions, including restrictions on the age of admission to such software, You do not have the right to use the Game Services. In such a case, You will be solely responsible for the use of the Game Services or the relevant sections and services of the <https://www.ecoplay.games/> website on the territory of Your state in violation of the local legislation.

9.10 These Terms shall be governed and construed by the law Of HONGKONG. All disputes arising in connection with these Terms are subject to mandatory pre-trial settlement by the Parties, and in case of failure to reach agreement during the pre-trial settlement of the dispute – in the court having jurisdiction at the location of Ecoplay.

9.11 These Terms can be modified by Ecoplay without any prior notice. Any changes to these Terms, implemented by Ecoplay unilaterally, shall enter into force on the day following the date of publication of such changes on the website at <https://www.ecoplay.games/>. You agree to independently verify these Terms for changes. Failure by You to familiarize yourself with these Terms and/or the modified version of the Terms is not a reason for non-performance by You of Your obligations and failure by You to comply with the restrictions imposed by these Terms.

9.12 You hereby understand, accept and agree that any Game may contain audio and / or video effects, which under certain circumstances can cause in people who are prone to epileptic or other disorders of nervous character, worsening of these conditions, and You hereby guarantee that You do not suffer such disorders, or You will not use a Game. You accept and agree that regular long-term (continuous) usage of the personal computer or mobile device can cause various complications of physical condition, including sight easing, scoliosis, various forms of neuroses and other negative effects on the body. You hereby warrant that You will use any Game only for a reasonable time, with breaks for rest and that You will take other measures prescribed by Your doctor.

9.13 The invalidity of one or more provisions of these Terms, recognized in the established order, which came into force by a court decision, does not entail for the parties the invalidity of the Terms as a whole. In the event that one or more provisions of the Terms in due course become invalid, the Parties agree to fulfill the obligations of these Terms as closely as possible to those implied by the parties at the conclusion and/or agreeing of changes in the Terms.